



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2914
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www.cityofmequonwi.gov

Office of the City Clerk
Taped and Televised

COMMON COUNCIL
Regular Meeting
Tuesday, April 8, 2025
7:30 PM
Christine Nuernberg Hall

Agenda

1) Call to Order

2) Pledge of Allegiance

3) Roll Call

4) Public Hearings:

- a) **ORDINANCE 2025-1675** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code, Allowing Showroom Sales Facilities as a Conditional Use within the City's B-4 Zoning Districts; **Recommended by Planning Commission February 24, 2025; First Reading at Common Council March 11, 2025; Further Recommendation Forthcoming by Public Welfare Committee April 8, 2025.**

- 1) Public Hearing
- 2) Consideration of Ordinance

5) 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.**

6) Public Officials' Reports:

- a) Mayor
- b) City Administrator

7) Consent Agenda:

- a) Architectural Board meeting minutes of February 10, 2025
- b) Board of Appeals meeting minutes of February 6, 2025
- c) Common Council meeting minutes of March 11, 2025
- d) Economic Development Board meeting minutes of February 25, 2025

- e) Festivals Committee meeting minutes of February 17, 2025
- f) Finance-Personnel Committee meeting minutes of February 11, 2025
- g) Planning Commission meeting minutes of February 24, 2025
- h) Public Welfare Committee meeting minutes of February 11, 2025
- i) Public Works Committee meeting minutes of February 11, 2025
- j) Sewer Utility District Commission meeting minutes of February 11, 2025
- k) Zoning and Code Enforcement report through April 1, 2025
- l) **RESOLUTION 4196** - A Resolution Authorizing the Vacation of Public Road Right-of-Way Adjacent to the Property Located at 2601 West Mequon Road; **Recommended by Planning Commission March 17, 2025.**
- m) Ordinance First Readings

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

- 1) **ORDINANCE 2025-1678** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code, in Connection with the Implementation of 2023 WIS. ACT 16 Related to the Process and Procedures for Certain Zoning-Related Applications; **Recommended by Planning Commission February 24, 2025; Further Recommendation Forthcoming by Public Welfare Committee April 8, 2025; First Reading.**
- 2) **ORDINANCE 2025-1679** - An Ordinance Amending Section 58-41(g) of the Mequon Municipal Code, Related to the Issuance of Decisions by the Board of Appeals; **Recommended by Board of Appeals January 2, 2025; Recommended by Planning Commission February 24, 2024; First Reading.**

8) Ordinances:

- a) **ORDINANCE 2025-1676** - An Ordinance Amending Chapter 14 of the Mequon Municipal Code, Related to Alcoholic Beverage Licensing; **Recommended by Finance-Personnel Committee March 11, 2025; First Reading at Common Council March 11, 2025.**

9) Resolutions:

- a) **RESOLUTION 4197** - A Resolution Approving a Second Amendment to a License Agreement with AT&T, Extending the Term for the Cellular Tower Located at 11333 North Buntrock Avenue Through 2049; **Recommendation Forthcoming by Finance-Personnel Committee April 8, 2025.**
- b) **RESOLUTION 4198** - A Resolution Awarding a Contract for Replacement of the City-Wide Voice Over Internet Protocol (VOIP) Phone System and Five Years of Service Support to RingCentral of Denver, Colorado, in the Amount of \$86,575; **Recommendation Forthcoming by Finance-Personnel Committee April 8, 2025.**
- c) **RESOLUTION 4199** - Adoption of a Resolution Authorizing a Sixth Amendment to the Employment Agreement Between the City of Mequon and William H. Jones, Jr.; **Recommendation Forthcoming by Finance-Personnel Committee April 8, 2025.**

- d) **RESOLUTION 4200** - A Resolution Suspending the Live Meeting Broadcasts Requirement within the City's Communications Policy from April 16 - September 30, 2025, in Connection with the Renovation of Christine Nuernberg Hall; **Recommendation Forthcoming by Public Welfare Committee April 8, 2025.**
- e) **RESOLUTION 4203** - A Resolution Rejecting Bids Received for the City's 2025 Road Patching Contract; **Recommendation Forthcoming by Public Works Committee April 8, 2025.**
- f) **RESOLUTION 4202** - A Resolution Awarding the 2025 Crack Sealing Contract to American Pavement Solutions, Green Bay, Wisconsin in an Amount Not-to-Exceed \$258,000; **Recommendation Forthcoming by Public Works Committee April 8, 2025.**
- g) **RESOLUTION 4201** - A Resolution Approving Award of the 2025 Road Improvements Contract to Payne & Dolan, Jackson, Wisconsin, in the Amount of \$1,890,000; **Recommendation Forthcoming by Public Works Committee April 8, 2025.**
- h) **RESOLUTION 4204** - A Resolution Awarding the 2025 GSB-88 Bituminous Road Sealing Contract to Fahrner Asphalt Sealers of Waukegan, Wisconsin in an Amount Not-to-Exceed \$130,000; **Recommendation Forthcoming by Public Works Committee April 8, 2025.**
- i) **RESOLUTION 4205** - A Resolution Authorizing the Following Contractors to Exceed \$25,000 in Annualized Expenditures for Work Performed on Behalf of City Departments During Fiscal Year 2025: Branch Out Land Clearing LLC, Egelhoff's Lawn Mower Service Inc., Ennis Paint Inc., Frank D Gillitzer Electric Company Ltd., Lannon Stone Products Inc., Western Culvert & Supply Inc., Traffic & Parking Control Company Inc., and Outdoor Lighting Construction Company, Inc.; **Recommendation Forthcoming by Public Works Committee April 8, 2025.**
- j) **RESOLUTION 4206** - A Resolution Granting an Electrical Distribution Easement to Wisconsin Electric Power Company (We Energies) Upon the Mequon Nature Preserve Property Located at 8200 West County Line Road; **Recommendation Forthcoming by Public Works Committee April 8, 2025.**
- k) **RESOLUTION 4207** - A Resolution Approving Award of the FEMA Floodplain Letter of Map Change Contract to M Squared Engineering, LLC, Cedarburg, Wisconsin, in the Amount of \$75,300; **Recommendation Forthcoming by Public Works Committee April 8, 2025.**

10) Specified Unfinished Business From Prior Meetings: None

11) Specified New Business: None

12) Adjourn

Dated: April 8, 2025

/s/ Andrew Nerbun, Mayor

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 Notice is hereby given that a quorum of other governmental bodies may be present at this meeting to present, discuss and/or gather information about a subject over which they have decision-making responsibility, although they will not take formal action thereto at this meeting. Persons with disabilities requiring accommodations for attendance at this meeting should contact the City Clerk's Office at 262-236-2914, twenty-four (24) hours in advance of the meeting. Any questions regarding this agenda may be directed to the City Clerk's Office at 262-236-2914, Monday through Friday, 8:00 AM – 4:30 PM



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Office of Community Development

TO: Common Council
FROM: Kim Tollefson, Director of Community Development
DATE: March 11, 2025
SUBJECT: ORDINANCE 2025-1675 An Ordinance Amending Chapter 58 of the Mequon Municipal Code, Allowing Showroom Sales Facilities as a Conditional Use within the City's B-4 Zoning Districts

Background

At the February 24, 2025, Planning Commission meeting, the commissioners approved a text amendment to allow for a new Conditional Use within the City's B-4 Zoning District. The amendment will allow for a showroom sales facility, which will house a collection of designer showrooms displaying building products, furnishings, hardware, etc. for selection and purchase. Currently, the conditional use section of the B-4 code allows for the uses identified in Exhibit A as attached.

Analysis

The design center/showroom aligns to other uses currently allowed as conditional uses within the B-4 District, such as photography and dance studios, where there is an element of the business that brings customers to the site. The approved text amendment will add the following language to the conditional use section of the B-4 Zoning Code:

A showroom sales facility where items on display are purchased by order or in bulk and not through onsite inventory. This includes, but is not limited to, building products, interior fixtures, and furnishings. The sales facility is primarily open to contractors and industry professionals but is also open to the general public. No outdoor storage is permitted.

Fiscal Impact

The fiscal impact is neutral.

Recommendation

On February 24, 2025, the Planning Commission approved a recommendation in favor of approving the proposed ordinance amendment by a vote of 5-0. A further recommendation is forthcoming from the Public Welfare Committee on April 8, 2025.

Attachments:

Exhibit A: B-4 Business Park District (DOCX)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2025-1675

An Ordinance Amending Chapter 58 of the Mequon Municipal Code, Allowing Showroom Sales
Facilities as a Conditional Use within the City's B-4 Zoning Districts

RECITALS

A. Pursuant to the authority granted to it under Section 62.23(7) of the Wisconsin Statutes, the City of Mequon previously adopted a comprehensive Zoning Code for the City which includes the B-4 Zoning District under Section 58-297 of the Municipal Code.

B. On February 24, 2025, the Planning Commission, by a majority vote, adopted a recommendation to approve a text amendment allowing for a conditional use to be added to the B-4 Zoning District.

C. Following due notice and a public hearing by the Common Council, the Council finds that the proposed amendment is consistent with the City's comprehensive master plan and that the amendment would further the health, safety and welfare of the community.

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

SECTION I

Section 58-297(e)(26) is created to read as follows:

(26) A showroom sales facility where items on display are purchased by order or in bulk and not through onsite inventory. This includes, but is not limited to, building products, interior fixtures, and furnishings. The sales facility is primarily open to contractors and industry professionals but is also open to the general public. No outdoor storage is permitted.

SECTION II

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

SECTION III

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

SECTION IV

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

Approved by: Andrew Nerbun, Mayor

Date Approved: April 8, 2025

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 8, 2025.

Caroline Fochs, City Clerk

Published: _____

EXHIBIT A

Sec. 58-297. B-4 business park district.

- (e) *Conditional uses.* Conditional uses shall include, but not necessary be limited to, the following:
- (1) Light manufacturing.
 - (2) Processing.
 - (3) Wholesaling.
 - (4) Distribution.
 - (5) Research and development.
 - (6) Printing and publication.
 - (7) Warehousing.
 - (8) Barbershops and beauty salons.
 - (9) Bookstores.
 - (10) Commercial child day care facilities.
 - (11) Restaurants (not including fast food facilities).
 - (12) Florists (not including greenhouses).
 - (13) Gift shops.
 - (14) Pharmacies.
 - (15) Studios for photography, painting, music, sculpture, dance or other recognized fine art.
 - (16) Automobile service facilities.
 - (17) Satellite dishes.
 - (18) Public and/or private utilities, telecommunication installations, transmission and distribution lines, poles, and other accessories. Specific regulations related to wireless telecommunication installations shall be subject to this chapter. When a utility proposes a main inter-city transmission facility, the utility shall give notice to the city of such intention and of the date of hearing before the public service commission. Public and/or private utility installations less than three feet in height shall be subject only to City of Mequon staff approval and may be allowed subject to staff-imposed conditions regarding, among other things, effective screening from public view with all season vegetation.
 - (19) Theatres.
 - (20) Structures greater than 40,000 square feet in size and/or greater than two stories in height.
 - (21) Development that includes a proposed modification to one or more standard district regulation applicable to the base zoning district and located on a vacant parcel which is non-conforming to the required base zoning district standards for minimum lot size or minimum lot width.
 - (22) Pet day-cares and kennels pursuant to the specific requirements set forth in division 11.
 - (23) Fitness centers.
 - (24) Development that includes a proposed modification to one or more standard district regulation applicable to the base zoning district and located on an improved parcel with an existing structure in which parcel, or improvement, or both, are non-conforming to any of the required base zoning district standards.

EXHIBIT A

(25) Convention or conference center.

(26) A showroom sales facility where items on display are purchased by order or in bulk and not through onsite inventory. This includes, but is not limited to, building products, interior fixtures, and furnishings. The sales facility is primarily open to contractors and industry professionals but is also open to the general public. No outdoor storage is permitted.

Attachment: Exhibit A: B-4 Business Park District (ORDINANCE 2025-1675 : B4 Showroom Sales)



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INSPECTION DIVISION

ARCHITECTURAL BOARD MINUTES
Monday, February 10, 2025
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, Curtis Helm,
 Anthony LaGalbo, Ann Scherzinger

Architectural Board Liaison: Greg Golden

2. Meeting Minutes

Minutes from January 13, 2025, meeting were approved by District Representative Michael Wade and seconded by District Representative Tom Irvin.

Minutes passed unanimously.

Attachment: Arc Board 2.10.25 (10182 : Arch Board)

3. Application Submittals:

No.	Alder. District /Time	Type of App	Owner(s) / Project Address	Contractor
1)	Dist. 2 6:00 pm	New Single-Family Residence	Donald & Mary McLean 3761 W. Club Circle Subd: The Green at Mequon	Contractor: Victory Homes of WI Architect: David Pluim
Moved to Approve: <u>Irvin</u> Seconded by: <u>LaGalbo</u> Abstained: <u>Mikkelson</u> Approved: <u>Yes</u> Vote: <u>Unanimous</u> Conditions: Plans approved as submitted.				
2)	Dist. 4 6:05 pm	New Single-Family Residence	Tim O'Brien Homes Lot #18 at Swan Ridge Farms Subd: Swan Ridge Farms	Contractor: Tim O'Brien Homes Architect: Tim O'Brien Homes
Moved to Table: <u>Wade</u> Seconded by: <u>Helm</u> Approved: <u>No</u> Vote: <u>Unanimous</u> Conditions: Motion to table for redraw.				
3)	Dist. 4 6:10 pm	New Single-Family Residence	Tim O'Brien Homes Lot #38 at Swan Ridge Farms Subd: Swan Ridge Farms	Contractor: Tim O'Brien Homes Architect: Tim O'Brien Homes
Moved to Table: <u>Irvin</u> Seconded by: <u>Wade</u> Approved: <u>No</u> Vote: <u>Unanimous</u> Conditions: Motion to table for redraw.				

Attachment: Arc Board 2.10.25 (10182 : Arch Board)

4)	Dist. 5 6:15 pm	New Single-Family Residence	Brian & Mallory Herald Lot #15 Falcon Drive Subd: Highland Meadows	Contractor: Allan Builders Architect: David Pluim
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 of adding two double-hung windows to the right-side elevation.				

5)	Dist. 1 6:20 pm	Exterior Changes	Luis Sosa 5616 W. Cairdel Lane Subd: N/A	Contractor: N&S Dream Properties Architect: N&S Dream Properties
Moved to Approve: <u>Irvin</u> Seconded by: <u>Wade</u> Approved: <u>Yes</u> Vote: <u>Unanimous</u> Conditions: Plans approved as submitted with the following conditions: 1. Add windows to garage on east and north elevations. 2. Use 1-3/4 wrap on all windows and corner boards				

4. Motion to Adjourn

District Representative Michael Wade made a motion to adjourn the meeting.
District Representative Tony LaGalbo seconded the motion.

A vote was taken, vote passed unanimously.
Meeting adjourned at 6:45 p.m.



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Office of the City Clerk

BOARD OF APPEALS
Thursday, February 6, 2025
6:00 PM
Christine Nuernberg Hall

Minutes

1) Call to Order

Present:

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

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

2) Approve meeting minutes of January 2, 2025

Motion to approve meeting minutes.

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

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

Applicant: Jeffrey & Susan Konkell
Owners: Jeffrey & Susan Konkell
Appeal: Opportunity will be given to all interested in being heard concerning the petition by Jeffrey and Susan Konkell to request a variance to Mequon Code Sec 58-419(a) regarding the placement of their existing generator at 10808 N Lake View Road.

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

Susan Konkell	10808 N. Lake View Road
Jeffrey Konkell	10808 N. Lake View Road
Greg Golden	11333 N. Cedarburg Road

Attachment: Konkell Minutes 2.6.25 (10183 : Board of Appeals)

Amy Daniels 10827 N. Lake View Road
 Mark Daniels 10827 N. Lake View Road

Building Inspections Supervisor Golden began testimony on behalf of the City of Mequon by explaining that he first noted the violation of the placement of the generator during the final inspection. The R-3 zoning requires a front yard setback of 50 feet, and the current location of the generator is 23.2 feet.

The Board asked for clarification of the setback codes in regards to generators being defined as structures. Supervisor Golden recited the portion of code 58-8 defining “structure” as:

Structure means a combination of materials other than natural terrain or plant growth erected or constructed to form among other things, a building, shelter, sign enclosure, retainer, container, support, base, or decoration.

Supervisor Golden said the definition of structure was written to be broadly encompassing, and it includes anything that is not naturally growing. The actual generator is within a case, and that case is manmade as an enclosure or container. Similarly, an air conditioner unit is housed by an external container that protects that condenser. Both are common examples of structures.

Chair Massey pointed out Exhibit #7 from the Konkels provided within the packet, which were guidelines provided by the generator company saying to consult local codes. Supervisor Golden was unaware of any communication from the applicants related to verifying such code from the City staff before the installation.

Supervisor Golden explained the difference between the zoning for offsets and for setbacks and the measurements as determined by the ultimate street right of way. On the Plat of Survey supplied by the Konkels, it clearly shows the correct 50-foot setback as a red line. Supervisor Golden had used this survey and added his own notes to provide two highlighted spots as the alternate locations that would have met code requirements for generator placement.

The Board asked about how setbacks are determined. Supervisor Golden explained that setbacks were created many years by the City of Mequon based on zoning for safety (to prevent the spread of fire, etc.) or aesthetics, including the 50-foot setback from the road.

The Board discussed the topography surrounding the house and the two compliant placement options for the generator supplied by Supervisor Golden. One option measured 6 feet by 8 feet; the other option measured 10 feet by 10 feet. Both areas would allow for placement on concrete, would not have been affected by standing water and would have access to electricity. These site locations were discussed in regards to the location of a well pipe and landscaping.

City Attorney Sajdak clarified that some page numbers of the packet may have been incorrectly referenced by the Board. This was a result of there being a packet for the original meeting date of January 2 and the new packet created for February 6. Because of the additional submissions by the Konkels and the minutes from the January meeting, the packet pages were not identical. *For added transparency, Deputy Clerk Kong has referenced the Exhibit number or Document Name being referred to rather than a packet page number for use in these minutes.*

Applicant Jeffrey Konkell began his testimony by saying that he had called to request an inspection, and that is when he determined his contractor had not applied for a permit. Supervisor Golden would not begin an inspection until the permit was in order. The generator was placed based on the applicant's desire to avoid flooded areas of the yard, their well placement and the potential for carbon monoxide fumes near the house. The Konkells wanted to place the generator as far from the house as possible.

Susan Konkell referred to the letter supplied with their application for the variance. It described the unique shape of their property as it faces three streets, which she feels creates a hardship for them to meet all the offsets. Their surveyor calculated that only 22.1% of their property is buildable. The generator location was selected based on it having the fewest issues with water.

Ms. Konkell also questioned having the generator being defined as a structure and how that compares to electrical equipment. She referred to their Exhibits numbered 10, 11, 12 and 13 which were definitions printed from generator website discussions.

Ms. Konkell wanted to know the process for how setbacks can be changed. Chair Massey explained that this Board does not modify code from the City of Mequon; only the Common Council can approve of such changes.

Ms. Konkell shared some history of their house and property. The setbacks limited how and where they built their home from the start. They have dealt with issues regarding a 50-foot setback since they initially built on the property. A generator is a necessity based on the frequent loss of power; a portable generator was no longer a feasible option for them.

The contractor and the Konkells believed they were within the correct setbacks. It was during the process of obtaining the permit that they ran into issues with the contractor and the placement of the generator. It was installed in April, but it was September before the inspection and issues were brought to light. They didn't know that the permits had not been applied for up front. The contractor said he was open to moving the generator, but the Konkells did not like the two options provided by Supervisor Golden. There would be an additional cost to move it.

The Konkells do not believe the generator can go closer to the house as the ground is not settled, and it could sink. According to their well pump company, they need to keep 25 feet of clearance to maintain the well pump. The Konkells feel that the well pump access and the amount of potential standing water create a hardship with this property. The Konkells are also trying to be good neighbors and avoid placing the generator too close to the neighboring property while getting as far from their own house as possible. The current placement is facing the park and thus away from neighbors. It is also in a higher spot of their yard to avoid potential standing water.

Mr. Daniels and his wife are neighbors to the northwest of the Konkells. They attested to the amount of water that drains and stands due to heavy rains or spring thaw. Mr. Daniels believes the current location of the generator is the best spot, especially due to the water. Other locations would be closer and noisier for the surrounding neighbors. He wanted to emphasize that the

Konkels take meticulous care of their yard. He had no doubt that the Konkels would apply the same care to landscape the area around the current generator.

Ms. Daniels reiterated that the unique landscape and topography of the Konkels' property created a challenge in placing the generator. The Daniels would both support allowing the Konkels to keep the generator in its current spot.

Board Member Larson asked for clarification of a structure versus a container as it relates to a generator. Supervisor Golden and City Attorney Sajdak provided examples of structures such as a premade shed or home. These can be assembled by a manufacturer and placed on a property and are structures just as the generator or an air conditioner unit would be.

Ms. Konkel cited Exhibit 11 from Electrical Contractor Magazine which discusses NEC code and definitions of Building, Structure or Equipment. She interpreted this to mean their poured concrete pad would be the actual structure, not the generator. She further believes the generator should be looked at as electrical equipment not a structure.

Supervisor Golden explained that he is a trained Master Electrician and is familiar with NEC codes mentioned in that article. However, when performing his inspections for the City he must adhere to both NEC and the zoning code established by the City of Mequon. When he performs an inspection, he makes sure the electrical and gas codes are met as well as the zoning. He looks at the placement to ensure it meets setbacks and also that it conforms to the electrical and gas codes to be safe within those guidelines.

Motion to close public hearing.

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

AYES:	Massey, Flanagan, Helfer, Larson, Wawrzyn
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Having closed the public portion of the hearing, the Board continued its discussion on the record before making its decision. The Board members discussed whether the generator is a structure and subject to the setback requirements. While both the Konkels and the Daniels showed the challenges posed by the property, the City had provided at least two alternative locations that would comply with the setbacks.

Board Member Helfer said the code's definition of structure could be clearer especially how it refers to a "closure" or "container" around a piece of equipment. He also commented on the levels of water shown in some of the exhibits and felt there was hardship related to the concerns by the applicants of water on the property.

Board Member Flanagan said a guideline for installing the generator says to be at least 18 inches from the house. He asked if other guidelines stipulate why this unit could not be placed closer to the house because the Kohler guidelines also said it can be closer. While the Konkels did not like the options provided by the City and had poor guidance from their contractor, that does not

create a hardship. He also suggests that something be brought to the Common Council to address the language in ordinances to make the definition clearer.

Board Member Larson wanted to clarify the difference between a fully constructed container and something that is assembled and then placed on a homeowner's property. She agreed with Board Member Helfer.

Motion to deny the variance.

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

AYES:	Massey, Flanagan, Wawrzyn
NAYS:	Helfer, Larson

4) Adjourn

Motion to adjourn at 8:09 PM

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

AYES:	Massey, Flanagan, Helfer, Larson, Wawrzyn
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Respectfully Submitted,

Beth Kong
Deputy Clerk



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

Minutes

1) Call to Order

Mayor Nerbun called the meeting to order at 7:30 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: Administrator Jones, Police Chief Riley, Assistant Administrator Schoenemann, City Attorney Sajdak, City Clerk Fochs, City Engineer Lundeen, Director of Community Development Tollefson, Assistant Director of Community Development Zader, Finance Director Arnett, Buildings Superintendent Bodah, press and interested public.

4) Public Hearings:

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

Motion to open the public hearing.

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

Attachment: 3.11.25 Minutes (10210 : CC meeting minutes)

SECONDED BY: Alderman Hansher

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

Motion to close public hearing.

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

MOVER: Alderman Strzelczyk

SECONDER: Alderman Hansher

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

Motion to approve Ordinance 2024-1673.

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

MOVER: Alderman Parrish

SECONDER: Alderman Hansher

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

5) Personal Appearances and Public Comment

Resident Cara Stawicki of 14045 Twin Oaks Lane told the Council that her home had been broken into on Saturday evening between 6:15 and 9PM. She appreciated the assistance of the police department but wanted to raise the issue of communication and awareness surrounding crime in Mequon. Since the event, she learned of a similar robbery at her neighbor's home and wants improved access to crime information and communication to fellow community members. She also provided handouts of what she was able to find that documented information provided by the Police Departments in neighboring communities.

6) Public Officials' Reports

- a) Mayor
- b) City Administrator

Administrator Jones wanted to remind voters that In-Person Absentee Voting will be held at City Hall next week from March 18 - 28.

7) Consent Agenda:

- a) Architectural Board meeting minutes of January 13, 2025.
- b) Board of Appeals meeting minutes of January 2, 2025.
- c) Common Council meeting minutes of February 11, 2025.
- d) Economic Development Board meeting minutes of January 28, 2025.
- e) Festivals Committee meeting minutes of January 13, 2025.
- f) Finance-Personnel Committee meeting minutes of January 14, 2025.
- g) Park and Open Space Board meeting minutes of November 20, 2024.
- h) Planning Commission meeting minutes of January 27, 2025.
- i) Public Welfare Committee meeting minutes of January 14, 2025.
- j) Public Works Committee meeting minutes of January 14, 2025.
- k) Sewer Utility District Commission meeting minutes of December 10, 2024.
- l) Zoning and Code Enforcement summary through February 28, 2025.

Attachment: 3.11.25 Minutes (10210 : CC meeting minutes)

- m) **RESOLUTION 4182** - A Resolution Approving a Third Amendment to the Aster Woods Condominium Plat to Allow Expanded Building Envelopes for the Properties Located at 1511-1596 Aster Woods Court and 11620-11693 Aster Woods Circle.

Motion to approve Consent Agenda items A-M.

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

MOVED BY: Alderman Parrish

SECONDED BY: Alderman Bach

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

- n) Ordinance First Readings

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

- 1) **ORDINANCE 2025-1675** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code, Allowing Showroom Sales Facilities as a Conditional Use within the City's B-4 Zoning Districts.
- 2) **ORDINANCE 2025-1676** - An Ordinance Amending Chapter 14 of the Mequon Municipal Code, Related to Alcoholic Beverage Licensing.
- 3) **ORDINANCE 2025-1677** - An Ordinance Amending Section 2-230 of the Mequon Municipal Code, Relating to Employee Discipline.

Motion to suspend the rules related to first readings for Ordinance 2025-1677.

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

MOVED BY: Alderman Parish

SECONDED BY: Alderman Strzelczyk

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

The Council clarified that this Ordinance was necessary as it was adding back in existing wording to the Code that had been omitted during a previous revision.

Motion to approve Ordinance 2025-1677.

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

MOVED BY: Alderman Gebhardt

SECONDED BY: Alderman Strzelczyk

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

- 8) **Ordinances: None.**

- 9) **Resolutions:**

- a) **RESOLUTION 4183** - A Resolution Adopting the 2025 City of Mequon's Comprehensive Park, Recreation and Open Space Plan.

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

Attachment: 3.11.25 Minutes (10210 : CC meeting minutes)

MOVED BY: Alderman Bratt
SECONDED BY: Alderman Parrish

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

- b) **RESOLUTION 4184** - A Resolution Approving the First Amendment to a License Agreement with AT&T, Extending the Term for the Cellular Tower Located at 11800 North Port Washington Road Through 2041.

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

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

- c) **RESOLUTION 4185** - A Resolution Clearing the Personal Property Tax Roll of Delinquent Accounts Deemed Uncollectible for Tax Roll Year 2023.

The Council clarified that the delinquent accounts will be sent to a collections agency to continue to seek payment; they are not simply written off the books.

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

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

- d) **RESOLUTION 4186** - A Resolution Amending the City's FY2025 Compensation Plan, in Connection with a Reorganization of the Public Works Department.

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

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

- e) **RESOLUTION 4187** - A Resolution Approving Amendments to the City of Mequon Fee Schedule for Fiscal Year 2025, Related to Athletic Field Fees, Lemke Park Concession Fees and Pool Fees.

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

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

- f) **RESOLUTION 4188** - A Resolution Adopting the 2025 Mequon-Thiensville Bike & Pedestrian Way Plan.

Attachment: 3.11.25 Minutes (10210 : CC meeting minutes)

The Council discussed approving the Consultant Report, which is not a final plan. City Attorney Sajdak clarified that the wording of “adopting” the plan was standard and did not refer to approval for all the items proposed in the plan. City Engineer Lundeen explained that this plan was the result of over 18 months of meetings and deliberations, including surveys from residents of both Mequon and Thiensville. And, as with any plan brought to Council, there will be a prioritization of CIP for the next five years.

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

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

- g) **RESOLUTION 4189** - A Resolution Authorizing a Contract for Preemption Upgrades to the Highway-Grade Crossing on Mequon Road Required to Activate the Traffic Signals at the Intersection of Mequon Road and Weston Drive to CDL Electric Company, LLC of Pittsburg, Kansas, in the Amount of \$74,789.

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

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

- h) **RESOLUTION 4190** - A Resolution Awarding a Contract for 2025 HVAC Preventative Maintenance & Emergency Response Services to J.F. Ahern Company, Milwaukee, Wisconsin, for a Total Estimated Cost of \$31,689.

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

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

- i) **RESOLUTION 4191** - A Resolution Authorizing Supplemental Inspection Services in Excess of \$25,000 During the 2025 Construction Season with the Following Engineering Firms: GRAEF-USA, Kapur & Associates, M-Squared, The Sigma Group, raSmith and Ruekert-Mielke, Inc.

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

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

- j) **RESOLUTION 4192** - A Resolution Approving an Intergovernmental Cooperation Agreement for Law Enforcement Mutual Aid in Ozaukee County.

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

Attachment: 3.11.25 Minutes (10210 : CC meeting minutes)

SECONDED BY: Alderman Mayr

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

- k) **RESOLUTION 4193** - A Resolution Approving Receipt of a Donation from the Mequon-Thiensville Community Foundation in the Amount of \$16,000 for the Purchase, Training and Certification of a Successor K9.

Mayor Nerbun and the Council wanted to acknowledge the great support provided by the community and express their gratitude for the donation for the K9. This program is a great asset to both the Police Department and the community as a whole.

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

MOVED BY: Alderman Bach

SECONDED BY: Alderman Gebhardt

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

- l) **RESOLUTION 4194** - A Resolution Approving the Purchase of a Replacement Sewer Televising Truck, Lateral Camera and Related Components from Envirotech Equipment, Lannon, Wisconsin, for a Total Estimated Cost of \$455,000.

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

MOVED BY: Alderman Bach

SECONDED BY: Alderman Hansher

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

- m) **RESOLUTION 4195** - A Resolution Establishing Financial Policy Statement 19: Sewer Credit Policy.

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

MOVED BY: Alderman Hansher

SECONDED BY: Alderman Parrish

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

10) Specified Unfinished Business From Prior Meetings: None.

11) Specified New Business:

a) Mayoral Appointments

1) Board of Appeals Appointment

2) Mid-Moraine Municipal Court Administration Committee Appointments

Motion to approve all appointments.

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

MOVED BY: Alderman Strzelczyk

SECONDED BY: Alderman Mayr

Attachment: 3.11.25 Minutes (10210 : CC meeting minutes)

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

12) Potential Closed Session: 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 into Closed Session at 8:25 PM.

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

MOVER: Alderman Hansher

SECONDER: Alderman Strzelczyk

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

13) Adjourn

Motion to adjourn at 8:43 PM.

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

MOVER: Alderman Parrish

SECONDER: Alderman Mayr

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

Respectfully Submitted,
Beth Kong
Deputy Clerk

Attachment: 3.11.25 Minutes (10210 : CC meeting minutes)



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ECONOMIC DEVELOPMENT BOARD

Tuesday, February 25, 2025

8:00 AM

North Conference Room

Minutes

1) Call to Order, Roll Call

Present:

Chair Timothy Carr - **Remote**

Chair William Gebhardt

Alt. Board Member Colin Boyd

Alt. Board Member Dennis Engel

Board Member Michael Kramer - **Acting Chairman**

Board Member Inge Plautz

Board Member Daniel Gannon -- **Absent**

Board Member Tracy Johnson -- **Absent**

Board Member Jeff McLean -- **Absent**

Alternate Alderman Jeffrey Hansher -- **Excused**

Acting Chairman Mike Kramer called the meeting to order at 8:00 a.m.

2) Approval of Meeting Minutes from January 28, 2025

Action

Board Member Engle made a motion to approve January 28, 2025, meeting minutes.

Ald. Gebhardt seconded the motion.

A voice vote was taken; vote passed (5-0)

RESULT: **Approved [Unanimous]**

MOVED BY: Board Member Engel

SECONDED BY: Alderman Gebhardt

AYES: Gebhardt, Boyd, Engel, Kramer, Plautz

ABSENT: Gannon, Johnson, McLean

Attachment: EDB_02.25.25_FINAL (10209 : Econ Dev Board)

3) Emergency Load Fund Update

Community Development Director Kim Tollefson stated that the Board has asked for an update on these loans. She reminded the Board that this Emergency Load Fund was an expedited process during Covid to help small businesses in the city stay open and operating. She summarized that most of the businesses will be ready to close out their loan in 2025 which means that there will be a bigger cash balance back into the Revolving Loan Fund and flexibility to use the program to help finance projects at the Board's will.

She explained that the Fund is administered by Ozaukee County and is used to fill the gap businesses that cannot get conventional financing. The Revolving Loan Fund is based on job creation, creating new full time jobs in the city.

In summary, the fund is healthy as there are no delinquencies and there is a significant balance for future projects.

4) Southwest Sewer Service Analysis

Director Tollefson stated that at last month's meeting, staff reported that the consultant completion of task #4. Task #5 is for the consultant to identify funding mechanisms for the city, should an alternate option other than developer build and contribute for the expansion of infrastructure be chosen.

She reminded the Board that historically, unless the city is doing a large policy project, if a development proposal comes forward on a particular property the developer is responsible for extending the public water main and sewer main to get to their site. The developer would work with engineering to size the infrastructure in a way that not only serves their development but also serve any development that could happen adjacent to them. The developer pays for the design and construction and then dedicates the public mains over to the city and then the city maintains the infrastructure.

She discussed other ways that the infrastructure has been constructed in the past throughout the city. She showed the map included in the Board packet that outlines the intended area for industrial zoning as well as the residential area to the north. The consultant evaluated this proposed industrial area for sewer expansion by itself as well as the area incorporating the residential growth area.

The results from the sewer service analysis and the cost associated with it were broken down by various scenarios, and the total is approximately \$10.6M which includes the city doing everything including a lift station (approx. \$750,000).

Last month the Board asked staff to look at some preliminary cost benefit analysis. Staff ran three different scenarios, using numbers based on five scattered sites located in the city that are zoned industrial and have access to public sewer and water. Staff evaluated the value of the land and the improvements on each property based on acreage, their assessment and the tax base they deliver. Staff did the same evaluation with five scattered industrial sites in Germantown and the same in Menomonee Falls to determine an average and a range.

Staff then broke it down by acreage and an estimated value of potential projects. They identified the average value, the average tax base and should the entire \$10.6M be spent, what the rate of return on investment would be.

Scenarios analyzed include the following:

1. Full industrial service, but not residential service - 3.5 years return on investment.
2. Industrial service + residential service - 8 years payback period.
3. Partial industrial service - just under 3 years pay back period.

These summaries are based on many assumptions.

Mayor Nerbun commented that it would be helpful to be able to review phrasing of the areas.

Dir. Tollefson discussed a few different approaches that can be taken. The pros and cons of these approaches are included in the Board packet.

She commented that the Board's goal is to reach a position to be able to recommend the best approach in time for the Common Council workshop this spring.

She concluded by offering that the next steps would include staff reaching out to the property owners in the targeted area to gauge their future plans and to contact M7 and Ozaukee County Economic Development to assess the interest of the private market. She also suggested that another option is to only serve the area with public water and not public sewer service. She commented that it is a constant balance between how aggressive to be, how the market will respond and how "in play" the targeted properties will be.

There was discussion among the Board about the pros and cons of the various scenarios.

The Board recommended a phased approach to include water and sewer without including a lift station pending additional conversations with property owners as well as our economic partners to better understand the market demand and interest, but also not to do anything that limits expansion to the residential area.

This recommendation will be brought back at the March meeting and a formal motion should be made at that time.

5) Southwest Industrial Water Agreement

Director Tollefson explained that the city needs to negotiate a new water contract with the City of Milwaukee to get another connection point on County Line and Granville Roads.

City Attorney, Brian Sajdak, stated that there are two main issues:

1. There are currently only two connections, the city will need to re-add a third connection.

2. Provision in the contract regarding limits on non-residential properties.

He does not believe there will be any conflicts renegotiating the contract and stated that the biggest hurdle will be the time it will take to get through the process; probably 2-4 months.

6) Port Washington Road TID Reports

Director Tollefson stated that there are several actionable items that are being addressed related to Port Washington Road and at last month's meeting the Board asked for an update on the status of both of the TIDs there. Staff is working to get the streetscaping project completed this year. The expenses out of both of the TIDs were split and were also used for the market analysis and the streetscaping project.

There are developer incentives in TIF #5, but not in #4. In the packet she explained that she highlighted the prospective financial health and outcomes of the two TIDs.

She discussed the ongoing projects located in these TIDs and what the Board would like the plan to be going forward. There was some discussion among the Board about the options for continuing to move forward and the consensus is to wait until the Council workshop takes place and the Council can provide feedback on their support for further action. Dir. Tollefson stated that staff will prepare documentation for the Council workshop to talk to them about their level of interest in keeping the TIDs open or if they want to offer additional incentives and approaches.

Staff asked if the Board directs the staff to meet with property owners of the identified redevelopment sites; the Board postponed that outreach.

7) Port Washington Road Market Analysis

Assistant Director Jac Zader stated that back in 2023 there were conversations regarding zoning districts and there was some consensus at the time regarding providing common language categories. He gave examples of different language for the same use used in different zoning districts. He included in the packet a list of all the categories of uses as a first step to vet out all the uses and the language that should be used uniformly.

He stated that it was recommended by the market survey to have one zoning district, but staff do not support this recommendation. The Board needs to decide whether they want to have one zoning district for this corridor. He showed the map included in the packet of the proposed modified zoning areas from staff based on land use patterns.

Asst. Dir. Zader talked through some more of the market analysis recommendations, staff recommendations and some of the targeted redevelopment sites located in the corridor (detailed in the packet staff report). He commented that staff need feedback from the Board before moving forward. There was some discussion about these issues and targeted sites among the Board.

Feedback from the Board included these preferences:

- Consistent lot size of 1.5 acres.
- 30,000 sq. ft. permitted building size.
- Separate zoning for the east and west sides of Port Washington Road.
- 3-stories allowed on the east side of Port Washington Road only.
- Open Space - less space can be allowed on the east side.

Overall, there was support for staff recommendations for zoning modifications for this corridor.

There was feedback to be cautious about an overlay on “grandfathered non-conforming” properties.

Staff will continue to work on these modifications.

8) Staff Updates

9) Announcements

The next meeting is Tuesday, March 18, 2025, at 8:00 a.m.

10) Adjourn

Action

Board Member Engle made a motion to adjourn the meeting.

Board member Plautz seconded the motion.

A voice vote was taken; vote passed (5-0)

The meeting adjourned at 9:30 a.m.

Respectfully Submitted,

Kim Tollefson

Director of Community Development



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FESTIVALS COMMITTEE
Monday, February 17, 2025
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 Vanessa Nerbun
Committee Member Brett Benson -- **Absent**
Committee Member Moshe Luchins -- **Absent**
Committee Member Brittany Maynard -- **Absent**
Committee Member Laeh McHenry -- **Absent**

Also Present: Executive Assistant Ena

2) Approval of Meeting Minutes

a. January Minutes

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

MOVED BY: Committee Member Hohn

SECONDED BY: Committee Member Liljegren

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

3) Sponsor Update

Hawkins Ash CPAs will be Taste of Mequon and Winter Wonderland Sponsor. T-M Women's Club will be a Gold Sponsor for all three festivals.

4) Redbud Festival

a. Stage Quote

1. Area Rental Quote

Attachment: Festivals Mins 021725 (10216 : Festivals)

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Committee Member White
SECONDED BY: Nerbun

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

b. Rock Wall

1. Adventure Rock Details

The Committee discussed having the Rock Wall for Taste of Mequon, but not the Redbud Festival. They will have a photo booth to make Mother's Day cards for the Redbud Festival instead.

c. Vendor Update

d. Outreach Feedback

e. Succulent Workshop

The Committee decided to have one succulent workshop this year and see how it goes with the possibility of adding a 2nd one next year.

f. Mequon Map Update

5) Taste of Mequon

a. Vendor Update

b. Music Budget

The Committee discussed how much they liked last year's band, Failure to Launch, and instructed Committee Member Liljegren to see if they can come back this year.

6) Next Meeting Date and Time

A. March 17 at 6:30 pm

7) Adjourn

Committee Member Hohn moved to adjourn at 7:20 P.M. and Committee Member Conaty seconded.

Respectfully Submitted,

Carrie Enea

Executive Assistant



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Office of the City Administrator

FINANCE-PERSONNEL COMMITTEE

Tuesday, February 11, 2025

6:30 PM

North Conference Room

Minutes

1) Call to Order

Present:

Mayor Andrew Nerbun

Alderman William Gebhardt

Alderman Brian Parrish – Present from 6:35 PM to 6:39 PM

Alderman Robert Strzelczyk

Also present: William Jones, City Administrator, Marie Keyser, Assistant Finance Director, Justin Schoenemann, Assistant City Administrator, Brian Sajdak, City Attorney, Matt Fortini, IT Manager, Julia Perszyk, HR Coordinator and Frederick Brown-Williamson, VP Operations AV Design Group.

2) Approve Meeting Minutes

1. Finance-Personnel Meeting Minutes of January 14, 2025

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

MOVED BY: Alderman Strzelczyk

SECONDED BY: Alderman Gebhardt

AYES: Gebhardt, Strzelczyk

NOT PRESENT: Parrish

3) Vouchers Paid

1. January 2025 Vouchers Paid List

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

MOVED BY: Alderman Gebhardt

SECONDED BY: Alderman Strzelczyk

Attachment: FP 021425 (10173 : Finance P Minutes)

AYES: Gebhardt, Strzelczyk
NOT PRESENT: Parrish

4) Resolutions

1. **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

Discussion ensued among the group regarding the scope of the project. Staff felt the details of the contract were necessary and will last for several years. Committee members were surprised by the overall cost, however agreed that this upgrade is necessary and will improve the quality of meetings which take place in the Council Chambers.

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

AYES: Gebhardt, Strzelczyk
NOT PRESENT: Parrish

2. **RESOLUTION 4177** A Resolution Approving a Five-Year Service Agreement for Administration of a 457(b) Retirement Plan with MissionSquare Retirement, Washington, DC

Administrator Jones reminded the Committee of the three deferred compensation plans that are offered to employees should they want an additional way to invest a portion of their income. International City Management Association Retirement Corporation dba MissionSquare Retirement indicated the City was eligible to move classifications, thus reducing the plan administration fees to 0% annually. It is estimated to save current participants \$45,000 annually.

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

AYES: Gebhardt, Strzelczyk
NOT PRESENT: Parrish

5) Discussion Items

1. 2024 YTD Cash & Investment Report as of 12/31/2024

Assistant Finance Director Keyser reviewed the highlights for Q4 2024 on both the cash and investment side. Overall, it was a positive year for bank account interest and investment revenue.

2. Finance - Personnel Work Plan

6) Adjourn

A motion to adjourn was made at 6:56 PM by Alderman Gebhardt, seconded by Alderman Strzelczyk. All voted in favor "aye."

Respectfully Submitted,

Marie Keyser
Assistant Finance Director



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Department of Community Development
 Taped and Televised

PLANNING COMMISSION
Regular Meeting
Monday, February 24, 2025
6:00 PM
Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Present:

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

Mayor Nerbun called the meeting to order at 6:00 p.m.

a) Approval of Meeting Minutes from January 27, 2025.

Action

Commissioner Hawley made a motion to approve January 27, 2025, meeting minutes.
 Commissioner Schaefer seconded the motion.
A voice vote was taken; vote passed (5-0)

2) Policy

1) **RESOLUTION 4183** - A Resolution Adopting the 2025 City of Mequon's Comprehensive Park, Recreation and Open Space Plan.

Director of Public Works/City Engineer Kristen Lundeen confirmed that the Park and Open Space Committee unanimously approved the recommendation to approve the Comprehensive Recreation and Open Space Plan.

Ald. Parrish commented that this was a huge undertaking as the plan is quite comprehensive and expressed the gratitude from the Common Council for the work put into this Plan.

Action

Ald. Parrish made a motion to recommend the Park, Recreation and Open Space Plan to the Common Council.

Commissioner Hawley seconded the motion.

A voice vote was taken, vote passed (5-0)

RESULT: Referred to Committee [Unanimous]
MOVED BY: Alderman Parrish
SECONDED BY: Commissioner Hawley

AYES: Nerbun, Parrish, Hawley, Schaefer, Urbani
ABSENT: Barnes, Choren, Stoker

3) Regular Business

- a) Hiller Realty for Aster Woods LLC. The applicant is seeking plat amendment approval to allow for an expanded building envelope for the property located at 1511-1596 Aster Woods Court and 11620-11693 Aster Woods Circle (Aster Woods Condominiums).

City Planner Natalie Redding stated that this condominium plat amendment approval is due to private market interest in larger customized apartment units. The building envelope is slightly larger than previously proposed for the last four units to be built; units 25 & 26, 31 & 32. The condominium development was originally approved in 2000 and amended in 2017; with expansion to the building footprint for 6 units. The packet contains a letter with the neighbors approval of the proposed amendment. The increase in size will still comply with the 25-foot setback requirement. It is noted in the staff report that the lot coverage percentage needs to be confirmed due to the increased unit size, and since the time of publication of the packet the applicant has confirmed that it will be a roughly 1% increase in the lot coverage which does comply with the R-6 and PUD requirements. She noted there is a memo from the City Attorney included in the packet as well. Staff recommends approval.

Action

Commissioner Hawley made a motion to approve the amended condominium plat.

Commissioner Urbani seconded the motion.

A roll call vote was taken, vote passed (5-0)

RESULT: APPROVED [5 TO 0]
MOVER: Stephanie Hawley, Commissioner
SECONDER: Nancy Urbani, Commissioner
AYES: Nerbun, Parrish, Hawley, Schaefer, Urbani
ABSENT: Barnes, Choren, Stoker

- b) Eastbrook Drive, LLC. The applicant is seeking building and site plan amendment approval to allow for five, two-unit condominiums for the property located immediately west of 11649 N. Port Washington Road.

Public Comment

Pat Marchese - 1625 W. Eastbrook Court - stated he is supportive of the proposed amendment. He complimented the staff, the applicant and Commission for working together to allow for drastic positive changes to the proposed development to be possible.

Planner Redding stated this building and site plan amendment is for building and elevation changes to the 5 two-unit condominiums that were previously approved in March of 2023. She explained that the design and elevation modifications will show gables added that mimic designs in neighboring condominiums. Staff recommend that no one material be used on more than 5 units and she noted that the building materials are included in the packet. There will be a minor elevation change that increases the square footage of the first and second floors. The additional second floor footage will allow for an additional bedroom as well as a bonus room. The first floor footage increase will add about 68 square feet to each unit's footprint. The setback and offset requirements are still being met per the R-6 zoning code and previously approved PUD requirements. Staff support the design changes as they present a more aesthetically appealing architectural design and better matches the neighboring developments. Staff recommend approval subject to the conditions in the staff report.

There was a brief discussion and more staff explanation regarding the requirement regarding the variation of building materials required to be used. Staff also helped define the term "residential plex" as inquired by the Commission.

The applicant confirmed that the units will be ownership condominiums.

Action

Commissioner Schaefer made a motion to approve the building and site plan amendment per the recommendations in the staff report.

Commissioner Hawley seconded the motion.

A roll call vote was taken, vote passed (5-0)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Rebecca Schaefer, Commissioner
SECONDER:	Stephanie Hawley, Commissioner
AYES:	Nerbun, Parrish, Hawley, Schaefer, Urbani
ABSENT:	Barnes, Choren, Stoker

- c) Birch Point Real Estate, LLC. The applicant is seeking text amendment approval to allow for a showroom sales facility for the B-4 zoning district.

Planner Redding stated the text amendment for a new proposed permitted use within the B-4 zoning district. Specifically, it would allow for a showroom sales facility that would have different designer showrooms displaying building products, furnishing, hardware, etc. for selection and purchase. Currently, the permitted use section is limited to 3 uses (offices and services). A design showroom is more aligned with the existing conditional uses allowed within the B-4 district where there is an element of business that brings customers to the site. Within this context, staff support the proposed amendment as a conditional use instead of a permitted use. She commented that there is a map included in the packet that shows the areas where this conditional use would be allowed in the city.

The applicant explained that this proposal is for a collection of design showrooms that will benefit designers, developers and residents/end users by having several vendors in one place for those making building selections. He commented that will help elevate the design business, promote more local business, provide convenience and is a way to bring new brands to the area. He further explained that the showrooms are primarily for product selection and the majority of purchases are wholesale from contractors or designers. While the vendors do not wish to be located in a retail space, as they mainly operate from scheduled appointments, they would like to accommodate walk-ins as well, if staff capacity allows for it. Per this context, the applicant requests the text wording to be modified to eliminate "by appointment only". He requests the language be modified to specify that the showrooms are for selection purposes only and that customers do not walk out with purchased products. He concluded by stating that this is a small change but has a large impact on the proposed vendors.

There was discussion among the Commission and staff regarding this modification request. Staff explained the balance between limiting the operations and also having the ability to enforce the conditions. As a conditional use, each vendor will be individually reviewed for specific conditions. It was commented that the lack of on-site purchasing helps in eliminating the retail component. Mayor Nerbun stated that he is comfortable eliminating the wording as requested by the applicant as this can be reviewed in a year to assess if requirements are being met.

Action

Commissioner Schaefer made a motion to approve the text amendment with the change to exclude "by appointment only" and that the conditional use will be reviewed individually once submitted.

Commissioner Hawley seconded the motion.

A roll call vote was taken; vote passed (5-0)

RESULT:	APPROVED AS AMENDED [5 TO 0]
MOVER:	Rebecca Schaefer, Commissioner
SECONDER:	Stephanie Hawley, Commissioner
AYES:	Nerbun, Parrish, Hawley, Schaefer, Urbani
ABSENT:	Barnes, Choren, Stoker

4) Policy

- 1) 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, Brian Sajdak, stated that the text amendment relates to the decision making process by the Board of Appeals and the decisions that come from that Board. He commented that a recent case highlighted the difficulty in completing the process in the 10 days allotted based on meeting dates and staff work time. The proposed amendment changes the preliminary allowed time from 10 days to 15 days, which he believes is sufficient time in 90% of the cases. The amendment authorizes flexibility by the Mayor and/or the full Common Council if it is beyond 30 days to allow for an additional extension.

Action

Commissioner Schaefer made a motion to recommend the text amendment change to the Common Council.

Commissioner Urbani seconded the motion.

A voice vote was taken, vote passed (5-0)

RESULT:	APPROVED AS AMENDED [5 TO 0]
MOVER:	Rebecca Schaefer, Commissioner
SECONDER:	Nancy Urbani, Commissioner
AYES:	Nerbun, Parrish, Hawley, Schaefer, Urbani
ABSENT:	Barnes, Choren, Stoker

- 2) An Ordinance to Amend Chapter 58 of the Mequon Municipal Code to implement the provisions of 2023 WIS. ACT 16 related to the process and procedures of certain zoning-related applications.

City Attorney Sajdak stated the proposed ordinance is to clean up the existing ordinance as there have been some changes in the state law that need to be reflected in the city's ordinances. The most significant changes relates to protest petitions and the ability to file a petition that requires a higher moat by the Council in order to get approved. He further explained that in 2017 the Legislature removed the protest petition provision and assumed municipalities would follow suit, most communities did not. At that time, the City of Mequon proposed to have it removed but instead made modifications that made it more difficult to meet the standard of protest petition. The Legislation decided to officially change the language so that all decisions related to zoning must be made by a standing majority vote by the Council, which effectively removes the ability to use a protest petition. The proposed amended ordinance eliminates the couple references to that.

He commented that additionally there are a few other clean up provisions that deal mostly with judicial review of zoning decisions that are being made. Specifically, an expedited version of certiorari review will be incorporated. He explained that basically the process will remain the same. The changes to the code will keep the city current with state statute.

There was brief discussion regarding the proposed changes.

Action

Commissioner Hawley made a motion to recommend to the Common Council.

Commissioner Urbani seconded the motion.

A voice vote was taken, vote passed (5-0)

RESULT:	APPROVED [5 TO 0]
MOVER:	Stephanie Hawley, Commissioner
SECONDER:	Nancy Urbani, Commissioner
AYES:	Nerbun, Parrish, Hawley, Schaefer, Urbani
ABSENT:	Barnes, Choren, Stoker

5) Announcements

The next meeting will be on Monday, March 17th at 6:00 p.m.

6) Adjourn

Action

Commissioner Hawley made a motion to adjourn the meeting.

Commissioner Urbani seconded the motion.

A voice vote was taken, vote passed (5-0)

The meeting was adjourned at 6:50 p.m.

Respectfully Submitted,

Jac Zader



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 Mequon, WI 53092
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 Fax: 262-242-9655

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Office of the City Administrator

PUBLIC WELFARE COMMITTEE

Tuesday, February 11, 2025

5:30 PM

Lower Conference Room

Minutes

1) Call to Order

Present:

Chair Dale Mayr
 Alderman Gregg Bach
 Alderman Brian Parrish

Also Present: Assistant City Administrator Schoenemann, Executive Assistant Enea, and Management Intern Randall

2) Approval of Meeting Minutes

a. Public Welfare Committee meeting minutes of January 14, 2025

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

MOVED BY: Alderman Bach

SECONDED BY: Alderman Parrish

AYES: Mayr, Bach, Parrish

3) Resolutions

Action requested: review and recommend approval

a. **RESOLUTION 4178** A Resolution Authorizing Renewal of an Application with Bird City Wisconsin and Observing World Migratory Bird Day in Conjunction with Arbor Day

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

MOVED BY: Alderman Parrish

SECONDED BY: Alderman Bach

AYES: Mayr, Bach, Parrish

b. **RESOLUTION 4179** A Resolution Designating Mequon, Wisconsin as a Bee City USA

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

MOVED BY: Alderman Bach

Attachment: PWel Minutes 021115 (10217 : Public Welfare)

SECONDED BY: Alderman Parrish

AYES: Mayr, Bach, Parrish

4) Discussion

a. Community Survey

The Committee went through the survey question by question and reviewed the suggestions from the City's Department Head team. The Committee added and changed some language for clarification as suggested by staff. The Committee also requested for the Community Development Department to zoom out on the maps and add hash marks. The new maps should be formatted like the maps from the 2019 survey. The Committee decided to keep question 10 about desired pool amenities, but opted to remove the ash tree initiative from question 14.

5) Work Calendar

The Committee will have a Special Meeting after March's COTW meeting to review feedback from the survey received from the Common Council.

6) Adjourn

Alderman Bach moved to adjourn at 6:36pm and Alderman Mayr seconded.

Respectfully Submitted,

Carrie Enea
Executive Assistant



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Public Works Department

PUBLIC WORKS COMMITTEE

Tuesday, February 11, 2025

6:30 PM

South Conference Room

Minutes

1) Call to Order, Roll Call

The meeting was called to order at 6:30 PM.

Present:

Chair Jeffrey Hansher
Alderman Kelly Tolocko
Alderman Peter Bratt

Also present: Buildings Superintendent Bodoh, Deputy Director of Public Works Weyker, Director of Public Works/City Engineer Lundeen, and Administrative Assistant Schlereth.

2) Approval of Minutes

- a. Public Works Committee meeting minutes of January 14, 2025

RESULT: Approved by Voice Acclamation [Unanimous]

MOVED BY: Alderman Bratt

SECONDED BY: Alderman Tolocko

AYES: Hansher, Tolocko, Bratt

3) Resolutions

Action requested: review and recommend approval

- a. **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

Staff clarified that if the City found the required standards were not met, it could terminate the contract by providing a 30-day notice to Environment Control of Wisconsin.

Attachment: 2.11.25 (10154 : Pub Works February 11, 2025 Minutes)

The City's other buildings not included in the contract are cleaned by in-house staff.

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

AYES: Hansher, Tolocko, Bratt

4) Discussion Items

Discussion and Possible Action

a. Discussion Item - Focus on Facilities

Staff reviewed making the budget plan, monitoring and adjusting it throughout the year.

Cost-saving attempts have been made to take on more in-house, but the task has been difficult since July 2024, when the Buildings Division was short-staffed.

Discussion ensued on multiple aging facilities that pose maintenance challenges, with the added layer of uncertainty as to whether decisions should be made with new construction in the near future or for longer sustainability.

b. Public Works Work Plan (2.11.25)

5) Adjourn

a. Motion to adjourn at 6:59 PM

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

AYES: Hansher, Tolocko, Bratt

Respectfully Submitted,

Ren Schlereth
Administrative Assistant



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Public Works/Engineering
Taped and Televised

SEWER UTILITY DISTRICT COMMISSION

Tuesday, February 11, 2025

7:30 PM

Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Meeting was called to order at 7:30 PM.

Present:

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

Also present were City Administrator Jones, Assistant City Administrator Schoenemann, City Attorney Sajdak, City Clerk Fochs, Director of Public Works/City Engineering Lundeen, Administrative Assistant Schlereth, the press, and the interested public.

2) Approval of Meeting Minutes

a. December 10, 2024, Minutes

RESULT: Approved by Voice Acclamation [Unanimous]

MOVED BY: Commissioner Hansher

SECONDED BY: Commissioner Strzelczyk

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

Attachment: Sewer 2.11.25 (10171 : Sewer Utility)

3) Resolutions

Action requested: review and recommend approval

- a. **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

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

MOVED BY: Commissioner Mayr

SECONDED BY: Commissioner Hansher

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

NOT PRESENT: Parrish

4) Adjourn

- a. Motion to Adjourn at 7:34 PM

RESULT: Approved by Voice Acclamation [Unanimous]

MOVED BY: Commissioner Hansher

SECONDED BY: Commissioner Gebhardt

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

NOT PRESENT: Parrish

Respectfully Submitted,

Ren Schlereth

Administrative Assistant

Attachment: Sewer 2.11.25 (10171 : Sewer Utility)

	A	B	C	D	E	F	G	I	J	K
1				CODE ENFORCEMENT SUMMARY APRIL1, 2025						
2										
3	0									
4	DIST.	PARCEL #	ADDRESS	OWNER	VIOLATION TYPE/COMPLAINT	ISSUED	REQUIREMENT DATE	COURT DATE	COMMENTS (See Key Column)	ACTIVE YES/NO
5	8	151050504000	10849 N PEBBLE LANE	ABBAS OR FATIMA ALI	YARD WASTE LEAVES AND BRANCHES	1/21/2022	6/1/2022		1	NO
6	4	140341500100	6110-6112 W COUNTY LINE ROAD	JEFFERY KRETZ	PARKING	12/1/2021	12/15/2021		#5 CITATION 1,2	NO
7	1	140300600500	12323 W MEQUON ROAD	JONATHAN SCHOTTE	PARKING	10/21/2021	11/4/2021		1	NO
8	3	140221000600	11512 N WAUWATOSA ROAD	RICK OR PATRICIA FREYMUTH	TEMPORARY STRUCTURE	10/22/2021	11/5/2021		1	NO
9	4	EXEMPT	110010 N BUNTROCK AVENUE	WILSON SCHOOL	ELECTRONIC MESSAGE SIGN ILLUMINATION	12/8/2021	12/17/2021		1	NO
10	1	141550010000	13760 N BONNIWELL COURT	GALINA OR MISHA 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	SENDI'S	BANNER	11/17/2021	11/20/2021		1	NO
24	6	RENTAL	10945 N PORT WASHINGTON ROAD	WISCONSIN RADIOLOGY SPECIALISTS	BANNER	11/17/2021	11/20/2021		1	NO
25	8	RENTAL	10984 N PORT WASHINGTON ROAD	MARSHALLS	BANNER/SIGNS	11/17/2021	11/20/2021		1	NO
26	8	RENTAL	10526 N PORT WASHINGTON ROAD	DERIAH BOUTIQUE	BANNER	11/17/2021	11/20/2021		1	NO
27	6	RENTAL	10501 N PORT WASHINGTON ROAD	ALLSTATE INSURANCE	FLAG	11/17/2021	11/20/2021		1	NO
28	8	RENTAL	10916 N PORT WASHINGTON ROAD	ELITE NUTRITION	BANNER	11/17/2021	11/20/2021		1	NO
29	6	RENTAL	11649 N PORT WASHINGTON ROAD	MEQUON SMILE DESIGN	BANNER	11/17/2021	11/20/2021		1	NO
30	6	RENTAL	11042 N PORT WASHINGTON ROAD	X GOLF MEQUON	FLAG	11/17/2021	11/20/2021		1	NO
31	8	150290600200	11150 N PORT WASHINGTON ROAD	CULVER'S	BANNER/SIGN	11/17/2021	11/20/2021		1	NO
32	4	140270201000	11130 N BUNTROCK AVENUE	ARTESA APARTMENTS	BANNER/SIGN	11/17/2021	11/20/2021		1	NO
33	8	RENTAL	10992 N PORT WASHINGTON ROAD	GREAT CLIPS	BANNER	11/17/2021	11/20/2021		1	NO
34	3	RENTAL	6330 W SPUR ROAD	SPUR 16	FLAG	11/17/2021	11/20/2021		1	NO
35	4	RENTAL	10503 N CEDARBURG ROAD	THE COLOUR BOWL SALON AND WELLNESS	FLAG	11/17/2021	11/20/2021		1	NO
36	4	140500612000	5616 W DONGES BAY ROAD	LIBBY MONTANA	BANNER	11/17/2021	11/20/2021		1	NO
37	6	150300600500	2635 W MEQUON ROAD	THE RANGE LINE INN	BANNER/SIGN	11/17/2021	11/20/2021		1	NO
38	6	151530001000	1505 W MEQUON ROAD	EAST TOWNE SQUARE MALL	FLAG	11/17/2021	11/20/2021		1	NO
39	6	RENTAL	1339 W MEQUON ROAD	SOVEREIGN SELECT LLC	BANNER	11/17/2021	11/20/2021		1	NO
40	3	RENTAL	7602 W MEQUON ROAD	IN BALANCE YOGA	BANNER	11/17/2021	11/20/2021		1	NO
41	6	RENTAL	1340 W MEQUON ROAD	AC ZUKERMAN JEWELERS	BANNER	11/17/2021	11/20/2021		1	NO
42	6	RENTAL	1300 W MEQUON ROAD	PANERA BREAD	BANNER/SIGNS	11/17/2021	11/20/2021		1	NO
43	6	RENTAL	1424 W MEQUON ROAD	NORTH SHORE COMPUTER	BANNER	11/17/2021	11/20/2021		1	NO
44	6	RENTAL	1402 W MEQUON ROAD	KUMON MATH AND READING	BANNER	11/17/2021	11/20/2021		1	NO
45	8	RENTAL	10530 N PORT WASHINGTON ROAD	FIDDLEHEADS COFFEE	BANNER/SIGNS	11/17/2021	11/20/2021	4/6/2022	#5, CITATION 1	NO
46	6	RENTAL	11525 N PORT WASHINGTON ROAD	JIMMY JOHNS	BANNER/FLAGS	11/17/2021	11/20/2021	3/2/2022	#5, CITATION 1	NO
47	6	RENTAL	11511 N PORT WASHINGTON ROAD	TACO BELL	BANNER	11/17/2021	11/20/2021	4/6/2022	#5, CITATION 1,2	NO
48	4	140500903002	10360 N CEDARBURG ROAD	KWIK TRIP	TRASH/LITTER	12/23/2021	12/27/2021	4/6/2022	#5, CITATIONS 1,2,3	NO
49	4	140500903002	10360 N CEDARBURG ROAD	KWIK TRIP	BANNER/FLAGS	11/17/2021	11/20/2021	3/2/2022	#5, CITATION 1,2	NO
50	8	150291100500	10500 N PORT WASHINGTON ROAD	HOLD HOLDINGS	PUBLIC NUISANCE	4/14/2021	4/23/2021	4/6/2022	#5, CITATIONS 1,2,3	NO
51	4	140840107000	9712 N MEQUON PLACE	TOUA YANG	PARKING	10/25/2021	11/5/2021	4/6/2022	#5 CITATIONS 1, 2,3,4, 5,6	YES
52	7	140250600600	11050 N RIVER ROAD	ROBERT STERN	OUTSIDE STORAGE	11/17/2021	11/24/2021		#5 CITATION 1	NO
53	4	140501204000	10056 N CEDARBURG ROAD	WILLIAM WISTH	OUTSIDE STORAGE	ONGOING	ONGOING	NOT SET	#5 CIRCUIT COURT	NO
54	3	140870805000	11715 N SILVER AVENUE	LUJESS	PARKING	ONGOING	ONGOING	NOT SET	#5 CIRCUIT COURT	YES
55	6	151000203000	12539 N ISLAND DRIVE	WILLIAM WISTH	OUTSIDE STORAGE	ONGOING	ONGOING	NOT SET	#5 CIRCUIT COURT	YES
56	8	151070412000	819 W SIERRA LANE	VANN FAMILY TRUST	OUTSIDE STORAGE	2/25/2022	3/11/2022		1	NO
57	8	151070412000	819 W SIERRA LANE	VANN FAMILY TRUST	PARKING	2/25/2022	3/11/2022		1	NO
58	2	140241201000	11249 N RIVERLAND ROAD	PAUL FREDERICK	OUTSIDE STORAGE	2/25/2022	3/11/2022		1	NO
59	2	140241201000	11249 N RIVERLAND ROAD	PAUL FREDERICK	PARKING	2/25/2022	3/11/2022		#5 CITATION 1	NO
60	1	140121200300	3500 W HIGHLAND ROAD	THOMAS LEMENS	OUTSIDE STORAGE	2/25/2022	3/11/2022		1	NO
61	1	140121200300	3500 W HIGHLAND ROAD	THOMAS LEMENS	PARKING	2/25/2022	3/11/2022		1	NO

	A	B	C	D	E	F	G	I	J	K
62	1	140191500200	11206-11210 W MEQUON ROAD	JORDON OR KRISTY LARSON	PARKING	2/25/2022	3/11/2022		1	NO
63	1	140191500200	11206-11210 W MEQUON ROAD	JORDON OR KRISTY LARSON	OUTSIDE STORAGE	2/25/2022	3/11/2022		1	NO
64	1	140191500200	11206-11210 W MEQUON ROAD	JORDON OR KRISTY LARSON	OUTSIDE MAINTANCE	2/25/2022	5/30/2022		1	NO
65	2	140950607000	3033 W RENEE COURT	IGOR OR MARGARITA LETKIN	PARKING	3/8/2022	3/22/2022		1	NO
66	6	150300800400	10841 N ORICLE LANE	NICHOLAS OR LAURA MEYER	OUTSIDE STORAGE	3/14/2022	3/31/2022		1	NO
67	6	150300800400	10841 N ORICLE LANE	NICHOLAS OR LAURA MEYER	GENERAL MAINTENANCE	3/14/2022	5/30/2022		1	NO
68	6	140950607000	2030 W SUNNYDALE LANE	DIANNE MCCLELLAN	PARKING	3/14/2022	3/31/2022		1	NO
69	6	140950607000	2030 W SUNNYDALE LANE	DIANNE MCCLELLAN	OUTSIDE STORAGE	3/14/2022	3/31/2022		1	NO
70	4	140271200400	6926 W DONGES BAY ROAD	GO RITEWAY	PARKING	3/17/2022	3/21/2022		1	NO
71	4	140271200400	6926 W DONGES BAY ROAD	GO RITEWAY	ADVERTISING FLAG	3/17/2022	3/21/2022		1	NO
72	4	140840205000	9612 W MEQUON PLACE	LEWIS OR JEAN BIRKEL	OUTSIDE MAINTENANCE	3/23/2022	6/1/2022		1	NO
73	7	150850000002	3100 W COUNTRY CLUB DRIVE	NORTH SHORE COUNTRY CLUB	LANDSCAPING	3/23/2022	6/1/2022		1	NO
74	4	140500709001	1863/461 N 1/2 LOT 9 BLK 7 CEDARBURG ROAD	WILLIAM CONLEY	MAINTENANCE	3/24/2022	7/1/2022		1	NO
75	4	140270901200	10541-10601 N COMMERCE STREET	MEGAL DEVELOPMENT CORPORATION	BUSINESS OCCUPANCY PERMIT	3/31/2022	4/8/2022		1	NO
76	2	140240701200	11610 N RIVER ROAD	MARILYN MANKE	OUTSIDE STORAGE	3/31/2022	4/7/2022		1	NO
77	5	RENTAL	11700 N PORT WASHINGTON ROAD	MARCUS NORTH SHORE CINEMA	LITTER	4/6/2022	4/13/2022		1	NO
78	5	150200701100	11616 N PORT WASHINGTON ROAD	ELITE HIGHLANDER MEQUON INC	LITTER	4/6/2022	4/13/2022		1	NO
79	5	RENTAL	11558 N PORT WASHINGTON ROAD	METRO MARKET	LITTER	4/6/2022	4/13/2022		1	NO
80	3	140860207000	11345 N SOLAR AVE	JEFFREY MCCLONE	PARKING	4/21/2022	4/28/2022		#5 CITATION 1,2	NO
81	3	140892402000	11425 N VEGA AVE	DENNIS HERRERA	PARKING	4/21/2022	4/28/2022		1	NO
82	3	140210101000	11932 N VEGA AVE	JOHN OR STACEY MURRAY	PARKING	4/21/2022	4/28/2022		1	NO
83	3	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	5/13/2022		#5 CITATION 1	NO
90	2	141160010000	12335 N WOODFIELD COURT	JEFFERY OR SUSAN POMERANTZ	PARKING	5/17/2022	5/24/2022		1	NO
91	5	RENTAL	11740 N PORT WASHINGTON ROAD	BANK FIRST	BANNER	5/17/2022	5/21/2022		1	NO
92	5	EXEMPT	13800 N PORT WASHINGTON ROAD	UNITARIAN CHURCH	BANNER/FLAG	5/17/2022	5/21/2022		1	NO
93	3	RENTAL	6006 W MEQUON ROAD	SPUR 16	BANNER/FLAG	5/17/2022	5/21/2022		1	NO
94	8	RENTAL	10900 N PORT WASHINGTON ROAD	THE FEED BAG	BANNER	5/17/2022	5/21/1955		1	NO
95	2	EXEMPT	3906 W MEQUON ROAD	ST BONIFACE CHURCH	BANNER	5/17/2022	5/21/2022		1	NO
96	5	151001214000	1630 W DOROTHY PLACE	DAVID OR SHELLY HAUGH	OUTSIDE MAINTENANCE	5/25/2022	6/18/2022		1	NO
97	5	151001214000	1650 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	150570802000	1424 W ZEDLER LANE	ROSEMARY KOLLER	GRASS	6/15/2022	6/22/2022		1	NO
102	8	151070412000	819 SIERRA LANE	VANN FAMILY TRUST	GRASS	6/15/2022	6/22/2022		1	NO
103	7	141510000500	9853 N RANGE LINE ROAD	CYNTHIS COAKLEY	OUTSIDE STORAGE	6/15/2022	6/29/2022		1	NO
104	5	151030214001	12707 N EAST SHORELAND DRIVE	GARMAN LIVING TRUST	PARKING	6/15/2022	6/29/2022		1	NO
105	5	151030211000	12731 N EAST SHORELAND DRIVE	TED RUEHL	OUTSIDE STORAGE	6/15/2022	6/29/2022		1	NO
106	4	140640202000	10811 N SHERWOOD DRIVE	CHARLES CONRAD	YARD WASTE BRANCHES	6/21/2022	6/28/2022		1	NO
107	8	151070412000	819 W SIERRA LANE	VANN FAMILY TRUST	TRASH/LITTER	6/21/2022	6/28/2022		1	NO
108	6	150710411000	11604 N HILLSIDE LANE	MICHAEL GMIREK OR SUZANNE PEPLINSKI	TURF GRASS	6/21/2022	6/28/2022		1	NO
109	6	150710405000	11433 N COUNTRY LANE	WILLIAM GENSRIK	TEMPORARY STRUCTURE	6/21/2022	6/28/2022		1	NO
110	6	150710405000	11433 N COUNTRY LANE	WILLIAM GENSRIK	PARKING	6/21/2022	6/28/2022		1	NO
111	6	150690108000	11320 N VALLEY DRIVE	JONATHAN SCHULTZ	PARKING	6/21/2022	6/28/2022		1	NO
112	7	140700083000	3327 BURGANDY COURT	LYNN VORBECK	PARKING	6/21/2022	6/28/2022		1	NO
113	6	150990701000	12345 N EAST SHORELAND DRIVE	ANDREW OR WENDY PETZOLD	OUTSIDE MAINTENANCE	6/23/2022	7/29/2022		1	NO
114	6	150990701000	12345 N EAST SHORELAND DRIVE	ANDREW OR WENDY PETZOLD	TURF GRASS	6/23/2022	7/14/2022		1	NO
115	5	150060901900	13804 N MARTIN WAY SUITE 2400	13804 N MARTIN WAY LLC	POOL FENCE	7/7/2022	7/29/2022		#5 CITATION 1	YES
116	5	150061500900	1908 W BONNIWELL ROAD	RAVI NARAYAN OR SOWMYA SUBRAMANIAN	POOL FENCE	8/11/2021	8/26/2022		1	NO
117	2	150911001000	2517 W CHESTNUT ROAD	TAOFIKI OR KERRY ALABI	PARKING	7/15/2022	7/22/2022		1	NO
118	4	140501305007	9807 N CEDARBURG ROAD	RYAN OR KATHERINE KAUTZER	TURF GRASS	7/15/2022	7/22/2022		1	NO
119	6	XXXXXXX	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	XXXXXXX	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	XXXXXXX	10930 N PORT WASHINGTON ROAD	MEQUON PAVILIONS	FLAGS	7/22/2022	7/29/2022		1	NO
128	2	140820210001	3016 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	10806 N PORT WASHINGTON ROAD	NORTH SHORE BANK	BANNER	8/19/2022	8/25/2022		1	NO
132	6	RENTAL	1506 W MEQUON ROAD	EAST TOWNE SQUARE MALL	FLAGS	8/19/2022	8/25/2022		1	NO
133	6	RENTAL	1506 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	8/25/2022		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	1560 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	12866 N SHORELAND PARKWAY	NANCY TOLOCKO	DECK	9/13/2022	12/14/2022		1	NO
151	5	150970019000	12848 N RIVER FOREST CIRCLE	JOHN OR JULIE HENNINGS	PARKING	9/13/2022	9/23/2022		1	NO
152	5	150970019000	12848 N RIVER FOREST CIRCLE	JOHN OR JULIE HENNINGS	OUTSIDE MAINTENANCE	9/13/2022	9/27/2022		1	NO
153	8	EXEMPT	10370 N WILDWOOD COURT	OZAUKEE WASHINGTON COUNTY LAND TRUST	OUTSIDE MAINTENANCE	9/14/2022	10/14/2022		1	NO
154	3	RENTAL	7160 W DONGES BAY ROAD	WARREN BARNETT INTERIORS	CONDITIONAL USE GRANT	9/20/2022	10/4/2022		#5 CITATION 1	NO
155	6	150190400400	11743 N PORT WASHINGTON ROAD LOT 1	SHELY 2012 IRREVOCABLE TRUST	GRASS	9/22/2022	10/7/2022		1	NO
156	6	150190400500	11743 N PORT WASHINGTON ROAD LOT 2	SHELY 2012 IRREVOCABLE TRUST	GRASS	9/22/2022	10/7/2022		1	NO
157	6	150190400600	11743 N PORT WASHINGTON ROAD LOT 3	SHELY 2012 IRREVOCABLE TRUST	GRASS	9/22/2022	10/7/2022		1	NO
158	6	RENTAL	1550 W MEQUON ROAD	FIFTH MAIN	MONUMENT SIGN	9/29/2022	10/13/2022		#5 CITATION 1,2,3	NO
159	8	150740120000	317 E CIRCLE ROAD	JEFFREY OR JENNIFER PARULSKI	PARKING	9/29/2022	10/13/2022		#5 CITATION 1	NO
160	4	140840306000	4904 W COUNTY LINE ROAD	SHAWN OR RUTH RUBINSTEIN	SUMP PUMP	9/29/2022	10/7/2022		1	NO
161	6	RENTAL	11431 N PORT WASHINGTON ROAD SUITE 207	DAYALUV COSMETICS	CONDITIONAL USE GRANT	10/5/2022	11/14/2022		1	NO
162	6	RENTAL	11431 N PORT WASHINGTON ROAD SUITE 135	EMBRACE YOUR FACE	CONDITIONAL USE GRANT	10/5/2022	11/14/2022		1	NO
163	6	RENTAL	11431 N PORT WASHINGTON ROAD SUITE 101E	CEDAR CREEK MASSAGE	CONDITIONAL USE GRANT	10/5/2022	11/14/2022		1	NO
164	6	RENTAL	11431 N PORT WASHINGTON ROAD SUITE 106A	JANET HALONEN-ACUESTICS	CONDITIONAL USE GRANT	10/5/2022	11/14/2022		1	NO
165	6	RENTAL	11431 N PORT WASHINGTON ROAD SUITE 108	DRAGON FLY MEDITATION AND WELLNESS	CONDITIONAL USE GRANT	10/5/2022	11/14/2022		1	NO
166	6	RENTAL	11431 N PORT WASHINGTON ROAD SUITE 101	THERPUTIC MASSAGE AND WELLNESS CENTER	CONDITIONAL USE GRANT	10/5/2022	11/14/2022		1	NO
167	6	RENTAL	11431 N PORT WASHINGTON ROAD SUITE 212	WYNTER CO. BEAUTY	CONDITIONAL USE GRANT	10/5/2022	11/14/2022		1	NO
168	6	150300600900	2505 W MEQUON ROAD	NORTH SHORE DENTAL	BANNER	10/6/2022	10/13/2022		1	NO
169	3	RENTAL	7606 W MEQUON ROAD	HOMESTEAD FAMILY DENTISTRY	BANNER	10/6/2022	10/13/2022		1	NO
170	6	150710405000	11433 N COUNTRY LANE	WILLIAM OR CAROL 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	10355 N PORT WASHINGTON ROAD	CLARK GAS STATION	OUTSIDE MAINTENANCE	10/12/2022	11/12/2022		#5 CITATION 1	NO
173	1	140200600700	10505 W FREISTADT ROAD	HERMAN OR SANDRA STERN	PARKING	10/19/2022	11/11/2022		1	NO
174	1	140171101100	10516 W FREISTADT ROAD	JENNIFER JOHNSON OR JOSHUA COMFORT	PARKING	10/19/2022	11/11/2022		1	NO
175	4	140500404000	11155 N CEDARBURG ROAD	MEQUON AUTO TECH	WATER TO FACILITY	10/19/2022	11/25/2022		#5 CITATION 1	YES
176	5	150170800500	12531 N LAKESHORE DRIVE	STEVEN OR KIMBERLY BROWN	SHED PERMIT	10/19/2022	11/4/2022		1	NO
177	4	140271601200	10433 N BAEHR ROAD	NORTH SHORE DANCE STUDIO	MONUMENT SIGN	10/21/2022	11/30/2022		1	NO
178	4	RENTAL	11120 N BUNTROCK AVENUE	PRESTIGE AUTO SERVICE	PARKING COMMERCIAL	10/26/2022	11/2/2022		EXTENSION	YES
179	5	150920201000	11404 N PINEHURST CIRCLE	US BANK	GRASS	10/27/2022	11/4/2022		1	NO
180	5	150920201000	11404 N PINEHURST CIRCLE	US BANK	OUTSIDE MAINTENANCE	10/27/2022	11/27/2022		1	NO
181	8	151070112002	1027 W DONGES BAY	MARY JOHNSON	OUTSIDE MAINTENANCE	10/27/2022	11/27/2022		1	NO
182	6	151260105000	10451 N STRATFORD PLACE	STEFAN OR SARAH GENDELMAN	BUILDING PERMIT	10/28/2022	11/21/2022		1	NO
183	5	151200017000	11633 N LAKE SHORE DRIVE	BARBARA PFAFF	OUTSIDE MAINTENANCE	1/19/2022	5/30/2022		#5 CITATION 1	YES

	A	B	C	D	E	F	G	I	J	K
184	5	151200017000	11633 N LAKE SHORE DRIVE	BARBARA PFAFF	OUTSIDE STORAGE	1/19/2022	2/9/2022		#5 CITATION 1	YES
185	1	140030300200	14015 N CEDARBURG ROAD	WHITE RABBIT RESTAURANT	MONUMENT SIGNS	11/9/2022	11/23/2022		1	NO
186	6	150191602200	1400 W MEQUON ROAD	CONCORD 37 LLC	OUTSIDE MAINTENANCE	11/10/2022	12/2/2022		1	NO
187	6	150191602300	1350 W MEQUON ROAD	CONCORD 37 LLC	OUTSIDE MAINTENANCE	11/10/2022	12/2/2022		1	NO
188	8	150320700200	10000 N PORT WASHINGTON ROAD	PARK AVENUE PLAZA OF MEQUON	OUTSIDE MAINTENANCE	11/10/2022	12/2/2022		1	NO
189	6	151850001000	1511 MARKET STREET	LAKESIDE 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	12/18/2022		1	NO
191	7	140501403003	10015 N RIVER ROAD	JEFF OR BETH ASTEMBORSKI	OUTSIDE STORAGE	11/17/2022	12/2/2022		1	NO
192	4	140341100400	9715 N WAUWATOSA ROAD	ANDREW BERGMAN	PARKING	11/17/2022	12/2/2022		1	NO
193	4	140341100400	9715 N WAUWATOSA ROAD	ANDREW BERGMAN	OUTSIDE STORAGE	11/17/2022	12/2/2022		1	NO
194	4	140340500800	10145 N WAUWATOSA ROAD	ROBERT PETZOLD JR	PARKING	11/17/2022	12/2/2022		1	NO
195	4	140340500800	10145 N WAUWATOSA ROAD	ROBERT PETZOLD JR	OUTSIDE STORAGE	11/17/2022	12/2/2022		1	NO
196	1	140181300800	12031 N GRANVILLE ROAD	LINDENWOOD FARMS	PARKING	11/17/2022	12/2/2022		1	NO
197	1	140181300800	12031 N GRANVILLE ROAD	LINDENWOOD FARMS	OUTSIDE STORAGE	11/17/2022	12/2/2022		1	NO
198	8	RENTAL	10840 N PORT WASHINGTON ROAD	TOBIN JEWELERS	BANNER	11/30/2022	12/8/2022		1	NO
199	6	151530001000	1505 W MEQUON ROAD	EAST TOWNE SQUARE MALL	BANNER/FLAGS	11/30/2022	12/8/2022		1	NO
200	3	140860219000	11428 N VEGA AVENUE	MARK KRUEGER	OUTSIDE STORAGE	12/6/2022	12/20/2022		1	NO
201	3	140860219000	11428 N VEGA AVENUE	MARK KRUEGER	PARKING	12/6/2022	12/20/2022		1	NO
202	3	140860220000	7907 W WILLOWBROOK DRIVE	BENJAMIN AHANGER	OUTSIDE STORAGE	12/6/2022	12/20/2022		1	NO
203	6	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 SCHIDMORE 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	11090 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	10088 N PORT WASHINGTON ROAD	MOM'S 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	2/3/2023		#5 CITATION 1	NO
224	4	140500506000	11100 N GREEN BAY ROAD	EW DEVELOPMENT CORP	OUTSIDE MAINTENANCE	1/20/2023	5/1/2023		1	NO
225	6	150190400400	11743 N PORT WASHINGTON ROAD	SHELY 2012 IRREVOCABLE TRUST	OUTSIDE MAINTENANCE	1/26/2023	2/7/2023		#5 CITATION 1,2	NO
226	3	140510104000	11201 N SOLAR AVENUE	CHRISTOPHER BESLER	PARKING	2/2/2023	2/9/2023		1	NO
227	6	151290001000	11001 N PORT WASHINGTON ROAD	ACE HARDWARE	COMMUNITY SPIRIT LETTER	2/9/2023	OPEN		1	NO
228	6	150300100700	1425 W MEQUON ROAD	BMO HARRIS BANK	COMMUNITY SPIRIT LETTER	2/9/2023	OPEN		1	NO
229	6	151290017000	1317 W TOWNE SQUARE ROAD	MEQUON UNIT 17 LLC	COMMUNITY SPIRIT LETTER	2/9/2023	OPEN		1	NO
230	8	151750010144	10144 N PORT WASHINGTON ROAD	SSRF LLC	COMMUNITY SPIRIT LETTER	2/9/2023	OPEN		1	NO
231	6	151710002000	10602 N PORT WASHINGTON ROAD	PJL 10335 LLC	COMMUNITY SPIRIT LETTER	2/9/2023	OPEN		1	NO
232	5	150200600100	1025 W GLEN OAKS LANE	GLEN OAKS OFFICE PARK LLC	COMMUNITY SPIRIT LETTER	2/9/2023	OPEN		1	NO
233	3	140500202001	6200 W MEQUON ROAD	ST PAULS FISH COMPANY	OUTSIDE STORAGE	2/14/2023	2/28/2023		1	NO
234	4	140271600600	6130 W DONGES BAY ROAD	JWI LLC	OUTSIDE STORAGE	2/16/2023	3/10/2023		1	NO
235	4	140261100700	10412 N BAEHR ROAD	MEHTA PROPERTIES LLC	COMMUNITY SPIRIT LETTER	2/16/2023	OPEN		1	NO
236	4	RENTAL	5900 W MEQUON ROAD	CAFÉ HOLLANDER	BANNER	2/21/2023	2/28/2023		1	NO
237	6	151001310000	12510 N PILOT DRIVE	JEAN GORSKI	OUTSIDE MAINTENANCE	2/22/2023	5/31/2023		1	NO
238	1	141440022001	7421 RIDGEVIEW DRIVE	YOUSSEF BERRADA	BUILDING PERMIT	2/27/2023	3/14/2023		EXTENSION	YES
239	3	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	12602 N RIVER ROAD	GARY OR JUNE GEIGER	BASKETBALL COURT	3/9/2023	5/31/2023		1	NO
243	8	150291100200	10404 N PORT WASHINGTON ROAD	FERRANTES PIZZA	OUTSIDE MAINTENANCE	3/16/2023	7/28/2023		1	NO
244	8	RENTAL	10972 N PORT WASHINGTON ROAD	THE JOINT CHIROPRACTIC	SIGN	3/16/2023	3/23/2023		1	NO

	A	B	C	D	E	F	G	I	J	K
245	8	RENTAL	10916 N PORT WASHINGTON ROAD	ELITE NUTRITION	SIGN	3/16/2023	3/23/2023		1	NO
246	8	RENTAL	10902 N PORT WASHINGTON ROAD	NEROLI SALON	SIGN	3/16/2023	3/23/2023		1	NO
247	8	151060024000	429 W THORNAPPLE LANE	FRANK TRUST	PARKING	4/4/2023	4/11/2023		1	NO
248	8	RENTAL	10984 N PORT WASHINGTON ROAD	MARSHALLS MEQUON	COMMUNITY SPIRIT LETTER	4/10/2023	OPEN		1	NO
249	8	RENTAL	10954 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	10865 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	140250600800	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	11909 N SOLAR AVENUE	BRANDON OR SARAH ZELAZOSKI	PARKING	6/8/2023	6/16/2023		1	NO
273	2	141160018000	3134 W WOODFIELD DRIVE	SCOTT EDISON	GRASS	6/8/2023	6/16/2023		1	NO
274	7	140700145000	3531 W LE GRANDE BLVD	LAC DU GRUBER LLC	OUTSIDE MAINTENANCE	6/8/2023	6/29/2023		1	NO
275	7	150560205000	1425 W ZEDLER LANE	BRADFORD FIGG	GRASS	6/19/2023	6/26/2023		1	NO
276	5	150051400200	13920 N LAKE SHORE DRIVE	RAPHAEL OR IRENE BRUNETTE	OUTSIDE STORAGE	6/21/2023	7/12/2023		1	NO
277	1	RENTAL	14015 N CEDARBURG ROAD	THE WHITE RABBIT	CONDITIONAL USE GRANT	6/21/2023	6/29/2023		1	NO
278	6	RENTAL	1402 W MEQUON ROAD	KUMON MATH AND READING	BANNER	6/28/2023	7/1/2023		1	NO
279	6	RENTAL	1340 W MEQUON ROAD	NORTH SHORE JEWELERS	BANNER	6/28/2023	7/1/2023		1	NO
280	6	RENTAL	1406 W MEQUON ROAD	LITTLE SPROUTS PLAY CAFE	BANNER	6/28/2023	7/1/2023		1	NO
281	6	RENTAL	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 KRIEGEL	OUSIDE STORAGE	6/29/2023	7/6/2023		1	NO
284	4	140560305000	5103 W WESTFIELD ROAD	DAVID KRIEGEL	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	150540505000	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 PORTWASHINGTON ROAD	GUZAM PROPERTIES LLC	COMMUNITY SPIRIT LETTER	8/31/2023	10/1/2023		1	NO
298	4	140501305007	9807 N CEDARBURG ROAD	RYAN OR KATHERINE KAUTZER	GRASS	9/1/2023	9/14/2023		1	NO
299	4	140501001000	10365 N CEDARBURG ROAD	10365 LLC	OUTSIDE STORAGE	9/1/2023	9/14/2023		1	NO
300	7	140850109000	4429 W TARRYTOWN LANE	THOMAS OR RUBY AHMANN	PARKING	9/1/2023	9/14/2023		1	NO
301	6	150300200600	11122 N ORIOLE LANE	NICOLAS ERDMANN	SHED PERMIT	9/1/2023	9/14/2023		1	NO
302	4	140501305006	9809 N CEDARBURG ROAD	BONNIWELL 9807 LLC	GRASS	9/6/2023	9/20/2023		1	NO
303	6	CONDO ASSN	IVY COURT GREENBRIER CONDO ASSN	HUNT MANAGEMENT	COMMUNITY SPIRIT LETTER	10/5/2023	OPEN		1	YES
304	2	140230400100	11761 N RIVER ROAD	SANDRA MORGAN	LIGHTING	10/25/2023	11/1/2023		#5 CITATION 1,2,3	NO
305	3	140500108001	6614 W MEQUON ROAD	ERIKA JANIK	LIGHTING	10/25/2023	11/1/2023		1	NO

	A	B	C	D	E	F	G	I	J	K
306	7	150850000002	3100 W COUNTRY CLUB DRIVE	NORTH SHORE COUNTRY CLUB	COMMUNITY SPIRIT LETTER	10/25/2024	OPEN		1	NO
307	6	150300101500	11147 N PORT WASHINGTON ROAD	BP GAS STATION	COMMUNITY SPIRIT LETTER	11/2/2023	OPEN		1	NO
308	6	150201101200	11210 N PORT WASHINGTON ROAD	MOBIL GAS STATION	COMMUNITY SPIRIT LETTER	11/2/2023	OPEN		1	NO
309	5	150310101100	10355 N PORT WASHINGTON ROAD	CLARK GAS STATION	COMMUNITY SPIRIT LETTER	11/2/2023	OPEN		1	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	5310 W HILLCREST DRIVE	PATRICK OHARE	OUTSIDE STORAGE	11/29/2023	12/10/2023		1	NO
318	4	140270201600	6751 W MEQUON ROAD	STORYPOINT SENIOR LIVING	FLAGS	12/7/2023	12/14/2023		1	NO
319	6	150300101500	11147 N PORT WASHINGTON ROAD	BP GAS STATION	FLAG	12/7/2023	12/14/2023		#5 CITATION 1	YES
320	3	RENTAL	6200 W MEQUON ROAD	ST PAULS FISH COMPANY	FLAG	12/7/2023	12/14/2023		1	NO
321	6	150300402000	10911 N PORT WASHINGTON ROAD	ARBYS	FLAG	12/7/2023	12/14/2023		1	NO
322	8	RENTAL	10930 N PORT WASHINGTON ROAD	JERSEY MIKE'S SUBS	FLAG/BANNER	12/7/2023	12/14/2023		1	NO
323	6	151530002000	1505 W MEQUON ROAD	MIDLAND MANAGEMENT	FLAGS/BANNER	12/7/2023	12/14/2023		#5 CITATION 1	YES
324	3	RENTAL	5900 W MEQUON ROAD	CAFÉ HOLLANDER	BANNER	12/7/2023	12/14/2023		1	NO
325	3	140201500300	11246 N FARMDALE ROAD	DENNIS OR MARIE MYLER	PARKING	12/7/2023	12/14/2023		1	NO
326	1	140170901500	12243 N FARMDALE ROAD	GREGORY OR SUSAN ERNST	PARKING	12/7/2023	12/14/2023		1	NO
327	1	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	150320900200	10352 N PORT WASHINGTON ROAD	GUZAM PROPERTIES LLC	OUTSIDE MAINTENANCE	12/11/2023	2/29/2024		#5 CITATION 1, 2, 3	YES
332	8	150760105000	221 E MEQUON ROAD	CHARLES MITCH	BUILDING PERMIT	12/21/2023	1/15/2024		1	NO
333	8	150760107000	11115 N LAKESHORE DRIVE	NICOLAS PASCHKE	BUILDING PERMIT	12/21/2023	1/15/2024		1	NO
334	8	150200201400	428 W SEACROFT COURT	JOHN LINSKOTT	POD	12/26/2023	1/10/2024		#5 CITATION 1	YES
335	6	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	TOLUPOPE 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		1	NO
352	2	140291600300	11307 N RIVER ROAD	JOHN OR KATHLEEN LEFEBER NELSON	OUTSIDE STORAGE	4/18/2024	4/25/2024		1	NO
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	LAKEVIEW DEVELOPMENT COMPANY	DEVELOPMENT SIGN	5/8/2024	5/17/2024		1	NO
364	4	140840204000	4725 W CHIPPEWA DRIVE	BRIAN OR JENNIFER KUSCH	YARD WASTE	5/8/2024	5/15/2024		1	NO
365	2	140740304000	5417 W ELMHURST DRIVE	STARK REVOCABLE TRUST	PARKING	5/8/2024	5/22/2024		1	NO
366	6	150191601400	11223 N PORT WASHINGTON ROAD	ASSOCIATED BANK	COMMERCIAL LIGHTING	5/15/2024	5/22/2024		1	NO

	A	B	C	D	E	F	G	I	J	K
367	3	140510104000	11201 N SOLAR AVENUE	CHRISTOPHER BESLER	PARKING	5/17/2024	5/24/2024		#5 CITATION 1	YES
368	2	140580205000	4430 W GRACE AVENUE	HOMEME LLC	GRASS	5/17/2024	5/24/2024		1	NO
369	2	140580205000	4430 W GRACE AVENUE	HOMEME LLC	OUTSIDE STORAGE	5/17/2024	6/7/2024		#5 CITATION 1	YES
370	8	150740114000	10522 N CIRCLE ROAD	MDM 20 LLC	SHORT TERM RENTAL	5/22/2024	6/5/2024		#5 CITATION 1	NO
371	6	150870104000	1342 HOMESTEAD TRAIL	GRACEFUL LIVING	BUILDING PERMIT	5/9/2024	5/13/2024		#5 CITATION 1	YES
372	3	140510103000	7816 W MEQUON ROAD	JOHN MOORE	PARKING	5/29/2024	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		1	NO
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 MARSEILLES 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		1	NO
386	1	141260017000	12422 N MADERO DRIVE	BRIAN OR JANET FUSSELL	OUTSIDE MAINTENANCE	7/24/2024	8/24/2024		#5 CITATION 1,2,	YES
387	4	140270101600	11035 N WESTON DRIVE	CENTRAL BARK	SIGNS	7/31/2024	8/7/2024		1	NO
388	4	140270400500	6903 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		1	NO
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		1	NO
394	8	150291000500	1101 W WINESAP COURT	APPLE ORCHARD / BIECK MANAGEMENT	GENERAL MAINTENANCE	8/12/2024	8/28/2024		1	NO
395	6	151650004000	10100 N PORT WASHINGTON ROAD	CHARLES DAY	GENERAL MAINTENANCE	8/12/2024	8/28/2024		1	NO
396	8	RENTAL	10930 N PORT WASHINGTON ROAD	BRIXMOR GROUP	BANNERS, SIGNS, WINDOW COVERINGS, A FRAME	8/13/2024	8/30/2024		EXTENSION	YES
397	4	140270102000	6213 W MEQUON ROAD	WELLS AND SONS INC	SIGN	8/13/2024	8/16/2024		1	NO
398	6	150300200400	1813 W MEQUON ROAD	JOHN OR GEORGINE KESSELMAN	SIGN	8/13/2024	8/16/2024		1	NO
399	6	150300201100	1737 W MEQUON ROAD	DAVID MUELLER	SIGN	8/13/2024	8/16/2024		1	NO
400	8	150790011000	724 AUBURN COURT	SCOTT WOHL	OUTSIDE STORAGE	8/14/2024	8/23/2024		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	NO
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		1	NO
406	4	140340600900	7227 W DONGES BAY ROAD	ANTOINETTE JACKSON	PARKING	8/14/2024	8/23/2024		1	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		1	NO
410	1	141580001000	7728 W CHEVERNY DRIVE	FELIX ARYEETEE	OUTDOOR LIGHTING	8/27/2024	9/3/2024		1	NO
411	8	151080605000	923 W RANCHITO LANE	JAMES OR CHERLYN WONTOR	OUTSIDE STORAGE	8/28/2024	9/11/2024		1	YES
412	8	151080607001	1010 W RANCHITO LANE	MARCAS OR CHAUNA FINCH	OUTSIDE MAINTENANCE	8/28/2024	9/30/2024		EXTENSION	YES
413	6	150190401200	EASTBROOK DRIVE LLC OUTLOT	ROY OPPENHEIMER / EASTBROOK DRIVE LLC	GRASS	9/6/2024	9/20/2024		#5 CITATION 1	YES
414	4	140271301400	10605 N BAEHR ROAD	MCGOURTHY HOLDING COMPANY LLC	NOISE	9/10/2024	9/27/2024		#5 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	1797 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	9/16/2024		1	NO
426	1	140300100700	11031 N GRANVILLE ROAD	MIROSLAW OR IWONA PAWELEC	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	11560 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	140250601200	3955 W MEQUON ROAD	SCOTT OR JULIE KRAVETZ	SIGN	9/24/2024	9/30/2024		1	NO
432	6	150990401000	1309 W LIBEAU ROAD	VALENTINA BARBATELLI	SIGN	9/24/2024	9/30/2024		1	NO
433	3	140210100800	7726 W EVERGREEN ROAD	MEQUON	OUTSIDE STORAGE	10/2/2024	10/9/2024		1	NO
434	3	140881604000	11329 N MEADOWBROOK DRIVE	JEREMY GONZALES	BUILDING PERMIT	10/3/2024	10/17/2024		1	NO
435	8	150291101000	10500 N PORT WASHINGTON ROAD	LISA HOLDEN	OUTSIDE MAINTENANCE	9/3/2024	10/3/2024		EXTENSION	YES
436	7	140501403003	10015 N RIVER ROAD	JEFF OR BETH ASTEMBORSKI	OUTSIDE STORAGE	10/24/2024	11/1/2024		EXTENSION	YES
437	6	150600106000	10248 N GREENVIEW DRIVE	STEVEN OR JANET PETERSON	OUTSIDE STORAGE, PARKING	10/24/2024	11/1/2024		1	NO
438	6	150900603000	11541 N LAGUNA DRIVE	INA PETROVICI ACURA EREZ	BUILDING PERMITS, OUTSIDE STORAGE, PARKING, NUI	10/24/2024	11/8/2024		1	NO
439	5	151670002000	1222 W VENTURE COURT	VENTURE PROPERTIES/SCOTT NYHOLM	TEMPORARY STRUCTURE	10/24/2024	11/1/2024		1	NO
440	7	140830503000	10926 N CRESTLINE ROAD	RICHARD OR ANNA DYKEMAN	OUTSIDE STORAGE	10/25/2024	11/1/2024		1	NO
441	4	XXXXXXXXXX	N WAUWATOSA ROAD	THE ENCLAVE AT MEQUON PRESERVE	OUTSIDE MAINTENANCE	10/29/2024	11/12/2024		1	NO
442	8	150760207000	11032 N HIGHVIEW DRIVE	LDH PROPERTY MANAGEMENT LLC	OUTSIDE MAINTENANCE	11/18/2024	1/1/2025		EXTENSION	YES
443	2	140771914000	11526 N MULBERRY DRIVE	TODD OR KRISTINE KREHMMEYER	OUTSIDE STORAGE	11/18/2024	12/2/2024		1	NO
444	2	140771913000	11532 N MULBERRY DRIVE	CAROLYN ANDERSON	OUTSIDE STORAGE	11/18/2024	12/2/2024		1	NO
445	4	140560201000	10215 N CEDARBURG ROAD	MOLLY HILLS	OUTSIDE STORAGE	11/18/2024	12/2/2024		1	NO
446	6	151450039000	EASTBROOK DRIVE LLC OUTLOT	ROY OPPENHEIMER / EASTBROOK DRIVE LLC	GRASS	11/18/2024	12/2/2024		1	NO
447	1	140170800200	12425 N FARMDALE ROAD	DALE OR MARTHA HUBERT	TEMPORARY STRUCTURE	11/18/2024	12/2/2024		1	NO
448	6	140771302000	2710 W HICKORY LANE	LEANN BENZ	OUTSIDE STORAGE	11/18/2024	12/2/2024		1	NO
449	4	XXXXXXXXXX	10360 N CEDARBURG ROAD	KWIK TRIP	NO RIGHT TURN SIGN	11/19/2024	11/28/2024		1	NO
450	1	140071100900	12220 W HIGHLAND ROAD	MICHAEL WOLLNER OR JAMIE GROTH	OUTSIDE STORAGE/PARKING	12/13/2024	1/1/2025		1	NO
451	7	140250600600	11050 N RIVER ROAD	ROBERT STERN	SIGN	12/19/2024	12/19/2024		#5 CITATION 1	NO
452	3	140221000600	11512 N WAUWATOSA ROAD	PATTY FREYMUTH	PARKING	2/11/2025	2/11/2025		#5 CITATION 1,2	NO
453	1	140300100700	11031 N GRANVILLE ROAD	MIROSLAW OR IWONA PAWELEC	BUILDING PERMIT	2/7/2025	2/21/2025		1	NO
454	6	150710404000	11513 N COUNTRY LANE	CAROL ANN KOVACEK	OUTSIDE STORAGE	2/11/2025	2/25/2025		1	NO
455	7	140850103000	4429 W TARRYTOWN LANE	THOMAS OR RUBY AHMANN	PARKING	2/14/2025	2/28/2025		1	NO
456	4	140840502000	9723 N CEDARBURG ROAD	RYAN OR CRYSTAL STEFFEN	SIGN	2/26/2025	3/5/2025		1	NO
457	3	140500107000	6608 W MEQUON ROAD	EDMOND OR YOUNG YUN	OUTDOOR LIGHTING	3/6/2025	3/13/2025		1	NO
458	3	140881618000	11344 N GLENWOOD DRIVE	DEXTER OR CYNTHIA JONES	OUTDOOR LIGHTING	3/6/2025	3/13/2025		1	NO
459	8	150280700200	10942 N LAKE SHORE DRIVE	JEAN GORSKI	OUTSIDE MAINTENANCE/STORAGE	3/12/2025	4/11/2025		EXTENSION	YES
460	5	150201101200	11210 N PORT WASHINGTON ROAD	CLARK GAS STATION	SIGN	3/12/2025	3/24/2025		EXTENSION	YES
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Attachment: Code Summary 4.1.25 (10215 : Zoning and Code)



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

www.cityofmequonwi.gov

Office of Engineering

TO: Common Council
FROM: Cole McCraw, Assistant City Engineer
DATE: April 8, 2025
SUBJECT: RESOLUTION 4196 A Resolution Authorizing the Vacation of Public Road Right-of-Way Adjacent to the Property Located at 2601 West Mequon Road

Background

The applicant, property owner Julie Flessas, is requesting the City vacate a 150-foot length of road right-of-way adjacent to the parcel located at 2601 West Mequon Road. The parcel is located on a curved section of West Mequon Road (STH 57). Generally, the right-of-way along Mequon Road is at or within 2 feet of the back of the sidewalk. Adjacent to this property, there is approximately 30 to 40 feet of right-of-way behind the back of the sidewalk due to the curve originally constructed in the road.

It appears the original intent of Mequon Road's construction was to continue straight west and construct without a curve near the subject parcel. However, directly to the west is the Range Line Inn building and the Lumen Christi cemetery. The road was likely constructed with its current curve to avoid the building and cemetery, which resulted in an excess strip of right-of-way on the south side.

Analysis

The Engineering Division does not typically advocate for the vacation of right-of-way or the elimination of the ability to obtain right-of-way. However, this location contains right-of-way that is not adjacent to a City roadway. Mequon Road is under the jurisdiction of the Wisconsin Department of Transportation and is classified as a state road. Therefore, the right-of-way is dedicated for the operation and maintenance of the state road. The City Attorney indicated that the City is the proper authority to vacate the right-of-way. Please note that the vacation is for the right-of-way adjacent to the 2601 West Mequon Road parcel only. The adjacent properties will remain unchanged.

Fiscal Impact

The vacation will result in a small increase in taxable real estate for the City.

Recommendation

On March 17, 2025, the Planning Commission approved a recommendation in favor of adopting the proposed resolution by a vote of 5-0.

Attachments:
 Exhibit A (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4196

A Resolution Authorizing the Vacation of Public Road Right-of-Way Adjacent to the Property
Located at 2601 West Mequon Road

RECITALS

A. The Common Council of the City of Mequon has determined that the public interest requires the vacation of land as described in the attached Exhibit A.

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

1. The public road right-of-way reservation in the afore-described public lands, are and forever shall be vacated and discontinued.

2. Upon passage and publication of this resolution, and upon payment of publication and any other administrative costs associated with the vacation of the right-of-way by the petitioning party, the City Clerk is directed to record, forthwith, a certified copy thereof with the Register of Deeds for Ozaukee County, Wisconsin.

3. The public road right-of-way reservation so vacated and discontinued shall, upon passage and publication of this Resolution, forever vest in the owner of the adjoining lands and be annexed thereto, free and clear of any right, title or interest in the public, pursuant to the specific provisions of §66.1003 (4), Wisconsin Statutes.

4. Upon passage and publication of this resolution, the City Attorney is directed to prepare and facilitate execution of the necessary legal documents as may be necessary to effectuate the terms of this Resolution, and the appropriate City officers are hereby authorized to execute any such documents of conveyance as shall be required on behalf of the City.

Approved by: Andrew Nerbun, Mayor

Date Approved: April 8, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 8, 2025.

Caroline Fochs, City Clerk

Exhibit A

PLAT OF SURVEY

CLIENT

Julie J. Flessas

SITE ADDRESS

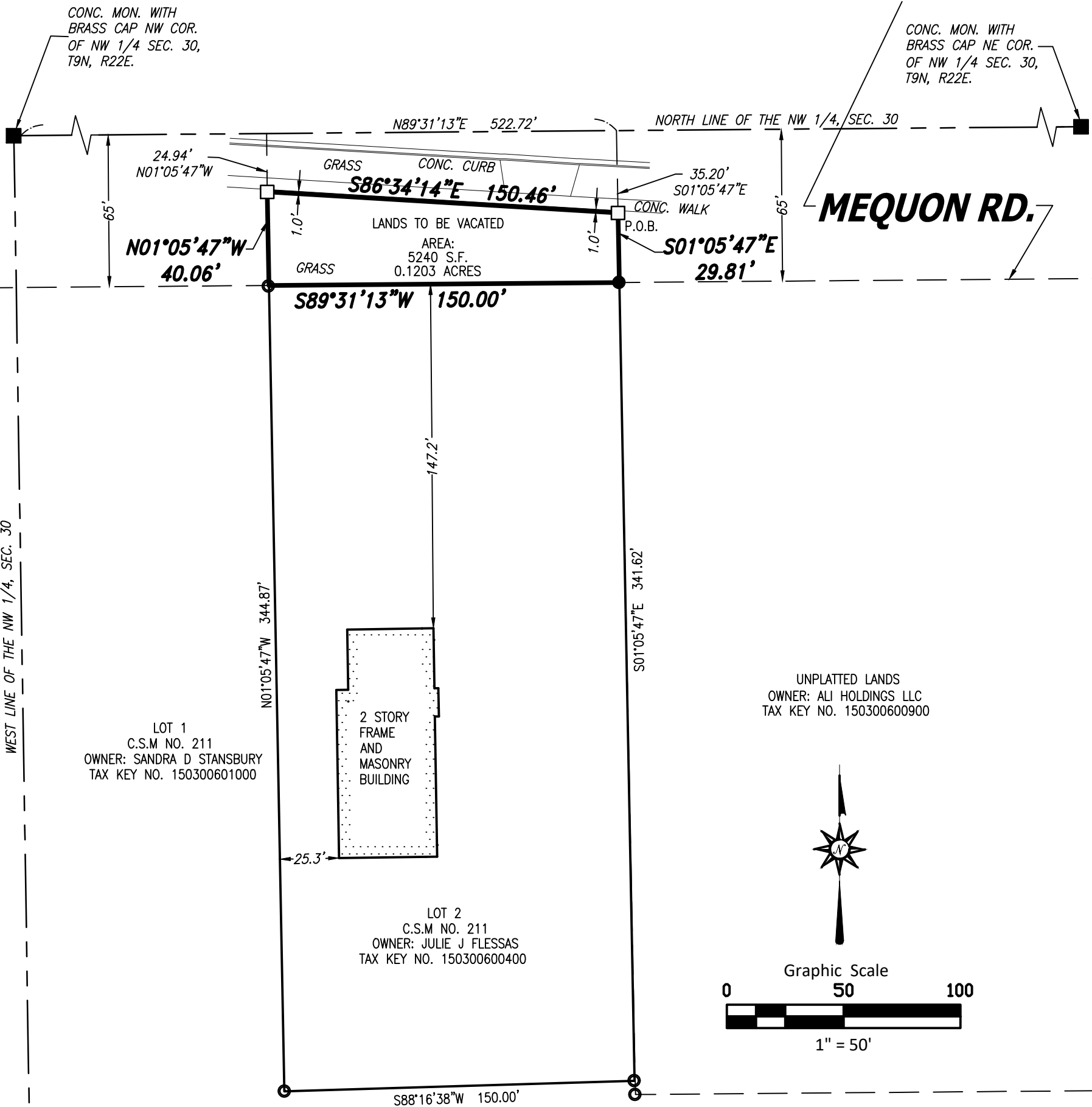
2601W Mequon Rd, Mequon, WI

LEGAL DESCRIPTION

That part of the Northwest 1/4 of the Northwest 1/4 of Section 30, Town 9 North, Range 22 East, in the City of Mequon, County of Ozaukee, State of Wisconsin, which is bounded and described as follows:
Commencing at the Northwest corner of said Northwest 1/4; thence North 89°31'13" East along the North line of said Northwest 1/4, 522.72 feet to a point; thence South 01°05'47" East 35.20 feet to the Point of Beginning of lands hereinafter described; thence continuing South 01°05'47" East 29.81 feet to a point on the South line of Mequon Road; thence South 89°31'13" West 150.00 feet along said South line to a point; thence North 01°05'47" West 40.06 feet to a point; thence South 86°34'14" East 150.46 feet to the Point of Beginning.

BASIS OF BEARINGS

Bearings are referenced to the Wisconsin State Plane Coordinate System South Zone (NAD83), in which the North line of the NW 1 /4 bears N89°31'13"E.



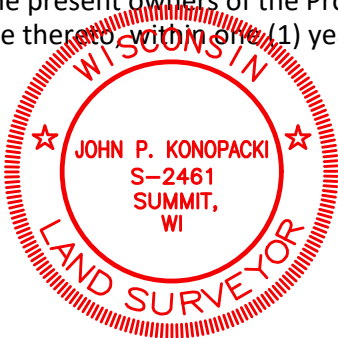
- LEGEND:
- - Denotes Found 1" Iron Pipe
 - - Denotes Found 3/4" Iron Rebar
 - - Denotes Set 3/4" X 18" Iron Rebar, 1.5 LBS./FT.

I Certify that I have surveyed the above described property (Property), and the above map is correct to the best of my professional knowledge and belief and shows the size and location of the Property, its exterior boundaries, the location and dimensions of all visible structures thereon, boundary fences, apparent easements and roadways and visible encroachments, if any. This survey is made for the exclusive use of the present owners of the Property, and also those who purchase, mortgage, or guarantee the title thereto within one (1) year from date hereof.

CHAPUT
LAND SURVEYS

234 W. Florida Street
Milwaukee, WI 53204
414-224-8068
www.chaputlandsurveys.com

Date: February 24, 2025



John P. Konopacki
Professional Land Surveyor
Registration Number S-2461

DRAFTED BY: GSS
Drawing No. 6336.00



www.cityofmequonwi.gov

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

Office of City Attorney

TO: Common Council
FROM: Brian Sajdak, City Attorney
DATE: April 8, 2025
SUBJECT: ORDINANCE 2025-1678 An Ordinance Amending Chapter 58 of the Mequon Municipal Code, in Connection with the Implementation of 2023 WIS. ACT 16 Related to the Process and Procedures for Certain Zoning-Related Applications

Background

The proposed ordinance makes a number of changes to the City's Zoning Code to reflect changes in the statutes based upon recent legislation.

The most significant change is that the statute now prohibits protest petitions, and reflects the continuation of recent legislation which removes local control over many matters, including zoning decisions. The current outright prohibition follows the Legislature's removal of protest petition language from the statute in 2017. The provision related to protest petitions was added to the legislation by a lobbyist for the Realtors Association, and it is speculated that this was done because very few communities removed their protest petition language when the law was changed in 2017. Because of this change, the proposed ordinance removes the three locations where the Municipal Code allows for protest petitions. These changes are reflected in Sections I, III, and V.

Similarly, the statute also provides that any rezoning must be approved by a simple majority of the members present and voting. This is inconsistent with Section 2-43(4) of the Code which requires five affirmative votes for council action, except where otherwise provided for in the Code. Accordingly, the proposed ordinance adds a paragraph that matches the statute's lower vote requirement in Section I (which replaces existing protest petition language).

Finally, the remaining changes address statutory changes related to judicial review of zoning decisions. Specifically, the statute provides for broader use of certiorari review together with an "expedited" version of certiorari review for certain residential zoning applications. The proposed ordinance incorporates these changes as well in Sections II and IV.

Analysis

Most of the changes are fairly simple and easy to understand, with one exception. The elimination of the protest petition provision caused significant discussion before the Planning Commission. Accordingly, a more detailed analysis of this change (and a discussion of some of the issues raised by the Planning Commission) is appropriate.

1. What is the history of protest petitions?

For a large part of Wisconsin history, provisions within the statutes related to zoning provided for what has commonly come to be known as protest petitions for changes to the zoning of property. In short, the statute provided that where a verified petition meeting certain qualifications was filed with the municipality, any change in zoning to a property would require a supermajority vote of three-fourths of the members of the governing body to pass instead of the typical simple majority vote. The most recent version of this language was found in Wis. Stat. § 62.23(7)(2m)(a). Many communities, including Mequon, adopted this language in their local codes.

In 2018, the legislature enacted changes to this long-standing provision in 2017 Wisconsin Act 243. Act 243 was often called the “Developers Bill” because it made numerous changes sought by the Wisconsin REALTORS and Wisconsin builders’ associations to limit and regulate municipal powers related to development. In the case of protest petitions, Act 243 was fairly simple - it repealed Section 62.23(7)(2m)(a). In the aftermath of this change, there was much debate about whether this repeal eliminated protest petitions completely - including removing statutory authority for local municipalities to retain their local code provisions - or if it only removed the requirement in the statute while leaving local communities with the power to require it locally. Based upon the opinion of this office at the time, the Common Council chose to keep the protest petition language within the Zoning Code, although it did change the terms and standards within that language to the version that is currently in the Code.

Anecdotally, my understanding is that most municipalities followed Mequon’s approach and elected to retain some form of protest petition in their local codes when they were presented with the choice to remove their local protest petitions following Act 243. I suspect that this choice led the lobbyists for the developers’ groups to seek additional changes. These changes were ultimately enacted by the legislature in 2023 as 2023 Wisconsin Act 16. Act 16 included numerous changes designed to make residential development easier. It also includes a provision that creates Wis. Stat. § 66.10015(3)(a), which reads in relevant part that “the enactment of a zoning amendment shall be approved by a simple majority of a quorum of the members-elect.” In short, this change requires that all zoning amendments be approved by a simple majority vote of the governing body and, therefore, eliminates any authority for local municipalities to require a supermajority vote for zoning changes through protest petitions or otherwise.

2. I thought the First Amendment guaranteed the right to petition the Government?

There are concerns that this ordinance impacts the First Amendment right “to petition the Government for a redress of grievances.” In short, the concern is that by eliminating protest petitions, the code eliminates the ability to petition altogether. Nothing can be further from the truth. First, recall that the term “protest petition” is not actually found in the statute or code. The term is merely nomenclature that has been adopted as shorthand for the process of protesting a zoning change. Second, this change does not eliminate anyone’s right to file a petition with the City. The sole impact to the amendment is that there will be no supermajority votes required for zoning changes. Finally, the change does not in any way eliminate any of the rights to appear at

and speak at the public hearing required for a zoning change or eliminate the right to otherwise send comments to Council members on a proposal or speak at the Council meeting.

3. Does the City have to act to remove the language?

Certainly not. But by not acting there are impacts. Act 16 became effective on January 1, 2025, and after that effective date there is legally no impact to not acting. Whether the City adopts the ordinance or not, the statute requires that zoning amendments be adopted by a simple majority. Any attempt to deny a zoning change because it did not receive a three-fourths vote after the filing of a protest under a local ordinance would be summarily dismissed in short order by any reviewing court because that ordinance conflicts with state law. In other words, even if the Code is not changed, legally it cannot be applied. Furthermore, even if the Council has no intent to follow the language of the current Code by imposing the higher vote requirement after receiving a protest petition, leaving an unenforceable provision in the Code sets unrealistic expectations for the public that may result in criticism, distrust and a lack of faith in the process. Protest petitions usually required significant work and effort by residents to meet the standards. Leaving the language in could result in a resident reviewing the Code and expending significant effort to file a protest petition only to be told that their work was for a naught because “our hands are tied” by the statute. It sets unrealistic expectations that will result in distrust and a lack of faith in the process.

4. Can the City adopt regulations that are more restrictive than the statute?

Yes, in some circumstances. More importantly, “more restrictive” would not mean a more restrictive vote. The Wisconsin Constitution grants cities and villages in Wisconsin broad “Home Rule” authority to regulate their local affairs and government. Wis. Const. art. XI, § 3. This authority is “subject only to this constitution and to such enactments of the legislature of statewide concern as with uniformity shall affect every city or every village.” *Id.* In addition to the Constitutional Home Rule authority, the legislature has delegated and granted villages broad management and police power authority, “limited only by express language.” Wis. Stat. § 61.34(1). However, a legislative grant of authority under the statutes is limited such that “ordinances may not ‘infringe the spirit of a state law or . . . general policy of the state.’ ” *Wisconsin's Env't Decade, Inc. v. Dep't of Nat. Res.*, 85 Wis. 2d 518, 534-35, 271 N.W.2d 69, 76 (1978) (quoting *Fox v. Racine*, 225 Wis. 542, 545, 275 N.W. 513, 514 (1937)). The Supreme Court has held:

If a municipality acts within the legislative grant of power but not within the constitutional initiative, the state may withdraw the power to act; so if there is logically conflicting legislation, or an express withdrawal of power, the local ordinance falls. Furthermore, if the state legislation does not logically conflict, or does not expressly withdraw power, it is possible that the local ordinance nevertheless must fall if an intent that such an ordinance not be made can be inferred from the fact that it defeats the purpose or goes against the spirit of the state legislation.

Id. (quoting Solheim, *Conflicts Between State Statute and Local Ordinance in Wisconsin*, 1975

Wis. L. Rev. 840, 848).

Within this framework, the initial question is under what authority the ordinance is adopted. Here, there is no question that the authority is granted expressly by statute in Wis. Stat. § 62.23(7)(am):

Grant of power. For the purpose of promoting health, safety, morals or the general welfare of the community, the council may regulate and restrict by ordinance, subject to par. (hm), the height, number of stories and size of buildings and other structures, the percentage of lot that may be occupied, the size of yards, courts and other open spaces, subject to s. 66.10015 (3) the density of population, and the location and use of buildings, structures and land for trade, industry, mining, residence or other purposes if there is no discrimination against temporary structures. This subsection and any ordinance, resolution or regulation enacted or adopted under this section, shall be liberally construed in favor of the city and as minimum requirements adopted for the purposes stated. This subsection may not be deemed a limitation of any power granted elsewhere.

Further, the courts have held that zoning is a matter of statewide concern. See State ex rel. Ziervogel v. Washington Cnty. Bd. of Adjustment, 2004 WI 23, ¶¶ 37-40, 269 Wis. 2d 549, 571-73, 676 N.W.2d 401, 411-12. “A municipality may regulate matters of statewide concern so long as ‘such ordinances do not conflict with ... the state legislation.’ ” Scenic Pit LLC v. Vill. of Richfield, 2017 WI App 49, ¶ 8, 377 Wis. 2d 280, 287, 900 N.W.2d 84, 87 (quoting DeRosso Landfill Co., Inc. v. Oak Creek, 200 Wis. 2d 642, 651, 547 N.W.2d 770). “An ordinance is preempted when any of the following four tests are satisfied: (1) the legislature has expressly withdrawn the power of the municipality to act, (2) the ordinance logically conflicts with state legislation, (3) the ordinance defeats the purpose of state legislation, or (4) the ordinance violates the spirit of state legislation.” Id. In short, a “municipality may enact ordinances in the same field on the same subject covered by state legislation where such ordinances do not conflict with, but rather complement the state legislation.” Johnston v. Sheboygan, 30 Wis. 2d 179 (1966). A key question in this regard is whether the local ordinance moves “in the same direction . . . farther but not counter to” the statute. Wisconsin's Env't Decade, 85 Wis. 2d at 535.

Applying this standard here, it is clear that the intent of the legislation was to make it easier to adopt zoning changes. The [drafting files on Act 16 include an email <https://docs.legis.wisconsin.gov/2023/related/drafting_files/wisconsin_acts/2023_act_016_ab_266/01_ab_266/23_0585df.pdf>](https://docs.legis.wisconsin.gov/2023/related/drafting_files/wisconsin_acts/2023_act_016_ab_266/01_ab_266/23_0585df.pdf) to the legislative drafting bureau from Representative Brooks' office requesting that the bill include a provision “to prohibit supermajority votes for zoning changes.” Accordingly, retaining an ordinance that maintains a supermajority vote for zoning changes is preempted because it conflicts with the legislative directive. If the Board desired to go beyond what the statute requires, the only option would be to further reduce the vote requirement - although I am aware of no law (local or otherwise) which would allow for the passage of something by a clearly undemocratic non-majority vote.

5. The email from the REALTORS Association in the drafting files was more explicit in prohibiting protest petitions. Given that the adopted language is different, does that not mean

protest petitions are not prohibited?

The REALTORS Association's email provided:

Here is the draft language to prohibit supermajority votes for zoning changes. Let me know what you think. "Except as provided under Wis. Stat. s. 66.10015, a political subdivision is prohibited from requiring more than a simple majority vote of a quorum of the members-elect for any zoning amendment."

The final language in the Act reads:

Except as provided in par. (b) and ss. 59.69 (5) (e) 5m., 60.61 (4) (c) 3., and 62.23 (7) (d) 2m., the enactment of a zoning amendment shall be approved by a simple majority of a quorum of the members-elect.

The reasons for this slight difference are likely two-fold. First, the Legislative Reference Bureau (the non-partisan agency that drafts all legislation for the legislature) included the language within § 66.10015, so the REALTORS language needed to be changed to remove the reference to § 66.10015. Second, the Legislative Reference Bureau would be aware of prior caselaw on various issues, the Supreme Court provided guidance on this exact issue in Vaicelunas v. Fechner, 7 Wis. 2d 14, 95 N.W.2d 786 (1959). In that case, the Supreme Court was faced with an apparent conflict between the statute which provided for passage of an ordinance by a majority vote of the council and a City of Kenosha zoning ordinance that required a three-fourths majority vote by the council to adopt a zoning change where the plan commission had disapproved of the change. "The trial court stated that the word 'majority' means the greater number or more than half but that word as used in sec. 64.07(3), Stats., did not define the limitations of the majority. Therefore the zoning ordinance did not conflict with the statute." Id. at 16. The Court continued to note "the use of the word 'majority' in the statute is not contradicted by the use of the words 'three-fourths majority' in the ordinance, and that the two may stand side by side without any inconsistency." Id.

Unlike the statute in the Vaicelunas case, the statute here uses the words "simple majority" instead of "majority." The courts have routinely recognized that there is a difference between a simple majority and a three-fourths majority. See, e.g., Merkel v. Germantown, 218 Wis. 2d 572, 576, 581 N.W.2d 552, 554 (Ct. App. 1998)(analysis of a simple majority vote in the context of a protest petition). Therefore, the holding in Vaicelunas that "three-fourths majority" is not in conflict with "majority" does not apply here as there is a clear conflict between "simple majority" and "three-fourths majority." The Legislative Reference Bureau likely drafted the final language in recognition of this caselaw.

6. The City can/should just enforce the higher vote as a form of protest to the statute and the legislature's overreach.

While this is clearly an example of the legislature interfering with local control over local matters such as appropriate land use and the operations of local governing bodies, this office cannot recommend this form of protest. The most obvious reason why is that the legislature will

never know that the protest is occurring. More importantly, as noted in section 3 above, there could be impacts to not acting such that this approach is not recommended because it represents a poor use of taxpayer dollars and also represents an increasing risk of liability for damages in a civil rights lawsuit.

Under the law, a denial of a zoning amendment would be subject to judicial review under the certiorari standard. Under this standard, the reviewing court will determine:

(1) Whether the Board “kept within its jurisdiction”; (2) whether the Board “acted according to law”; (3) whether the Board's action “was arbitrary, oppressive, or unreasonable and represented its will and not its judgement”; and (4) whether the evidence was such that the Board “might reasonably make the order or determination in question.”

Marris v. City of Cedarburg, 176 Wis. 2d 14, 24, 498 N.W.2d 842, 846-47 (1993). “The phrase ‘acted according to law’ has been interpreted as including ‘the common-law concepts of due process and fair play.’ ” Id. As discussed above, if the City were to apply the higher vote requirement to an application, that action is not in accordance with the law. Thus, the reviewing court would quickly resolve any challenged filed, overrule the City and order the adoption of the zoning change. If there was a good-faith basis to argue that the statute should not apply, there may be a benefit to paying legal fees to make the case. Paying legal fees simply because the City does not like the statute and wants to protest is not, in this office’s opinion, a good use of taxpayer dollars.

Another risk is that by denying a zoning application the applicant could make a constitutional takings claim. Article I, § 13 of the Wisconsin Constitution provides, “The property of no person shall be taken for public use without just compensation therefor.” There does not need to be a physical invasion or acquisition of land in order for there to be a taking. Such takings are called “regulatory takings,” see Hoepker v. City of Madison Plan Comm’n, 209 Wis. 2d 633, 651, 563 N.W.2d 145 (1997), and occur when government regulation or action denies a land “all or substantially all practical uses of a property” such that just compensation is required. Eberle v. Dane Cnty. Bd. of Adjustment, 227 Wis. 2d 609, 622, 595 N.W.2d 730, 737 (1999). The government may owe compensation even where the taking is temporary in duration and the owner has “regained full use of the property due to the government's rescission of the restriction.” Zinn v. State, 112 Wis. 2d 417, 429, 334 N.W.2d 67, 73 (1983). In the right circumstances, a property owner may be able to argue that an improper denial of a zoning application using a three-fourths majority standard resulted in a regulatory taking requiring the payment of just compensation.

A related, but more realistic and larger risk is a particularly disgruntled applicant filing a claim for civil rights violations under 42 U.S.C. § 1983.

Section 1983 provides a federal cause of action for violations of federal rights. However, a violation of federal rights does not occur automatically whenever a municipality violates a federal statute. Rather, three factors must be present. First, the federal statute at issue must have been intended by Congress to benefit the

plaintiff; second, the right created must not be so amorphous that its enforcement would “strain judicial competence”; and third, the obligation must be imposed in a binding and unambiguous manner so that compliance is mandatory.

Primeco Pers. Commc'ns v. City of Mequon, 242 F. Supp. 2d 567, 580 (E.D. Wis.), *aff'd sub nom. PrimeCo Pers. Commc'ns, Ltd. P'ship v. City of Mequon*, 352 F.3d 1147 (7th Cir. 2003)(internal citation omitted)(holding that the Telecommunications Act of 1996 foreclosed recovery under § 1983 for improper zoning denial); but see Harding v. County of Door, 870 F.2d 430, 431 (7th Cir.1989) (zoning decision revoking a building permit denies substantive due process if it is invidious or irrational; held, the decision was not irrational). Depending on the circumstances and the nature of the claim, a successful claim under § 1983 can result in the recovery of actual (compensatory) damages, punitive damages where the conduct was “motivated by evil motive or intent” or involved “reckless or callous indifference to the federally protected rights of others,” Smith v. Wade, 461 U.S. 30, 56 (1983), and of the party’s actual attorney’s fees. These damages can add up quickly. If the applicant is able to establish that a denial of an application illegally infringed on a protected right (including property rights), ignoring a statute to apply a three-fourths majority requirement could be significant evidence that the infringement was made with reckless or callous indifference.

Recommendation

On February 24, 2025, the Planning Commission approved a recommendation in favor of adopting the proposed ordinance amendments by a vote of 5-0. A further recommendation is forthcoming from the Public Welfare Committee on April 8, 2025.

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2025-1678

An Ordinance Amending Chapter 58 of the Mequon Municipal Code, in Connection with the
Implementation of 2023 WIS. ACT 16 Related to the Process and Procedures for Certain
Zoning-Related Applications

RECITALS

A. The Common Council previously adopted Chapter 58 of the Mequon Municipal Code pursuant to the authority granted in Wis. Stat. § 62.23 to broadly regulate the zoning of property within the City.

B. The Wisconsin legislature enacted 2023 Wis. Act 16 which largely became effective on January 1, 2025.

C. 2023 Wis. Act 16 places certain restrictions on the City's zoning authority.

D. The Common Council desires to adopt these restrictions so as to avoid inconsistencies between the statutes and the municipal code.

E. The regulation of properties in the City through zoning promotes the health, safety and welfare of the community.

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

SECTION I

Section 58-42(k) of the Mequon Municipal Code is repealed and recreated to read as follows:

- (k) *Vote Required.* Except as provided below, and except as provided in Wis. Stat. § 62.23(7)(d)2m, the enactment of the proposed change or amendment shall be approved by a simple majority of the members present and voting. In the event that the proposed change or amendment constitutes a down zoning ordinance as defined in Wis. Stat. § 66.10015(1)(as), enactment shall require approval by at least two-thirds of the members-elect, except that if the change or amendment is requested, or agreed to, by the owner of the land affected by the proposed change or amendment, such change or amendment may be enacted by approval of a simple majority of the members present and voting.

SECTION II

Section 58-45 of the Mequon Municipal Code is created to read as follows:

Sec. 58-45. - Certiorari review.

(a) Any person or persons, jointly or severally aggrieved by any decision of the board of appeals, or any taxpayer, or any officer, department, board or bureau of the city, may, within 30 days after the filing of the decision in the office of the board of appeals, commence an action seeking the remedy available by certiorari as provided by Wis. Stat. § 62.23(7)(e)10.a.

(b) If the planning commission or common council deny a person's application for a conditional use permit, such person may appeal such denial to circuit court by commencing an action seeking the remedy available by certiorari as provided by Wis. Stat. § 62.23(7)(e)10.a.

(c) Notwithstanding the above, a decision of the common council, planning commission, or board of appeals, on an application for an approval, as defined in Wis. Stat. § 781.10(1)(a), is subject to review under the procedures contained in Wis. Stat. § 781.10.

SECTION III

Section 58-64 of the Mequon Municipal Code is amended to read as follows (NOTE: Deleted text is ~~struck through~~; Added text is **bolded and underlined**):

Sec. 58-64. - Exempted uses.

The enlargement, expansion, or intensification of a nonconforming use may be allowed by the planning commission following a public hearing duly noticed and held by the planning commission, provided that the planning commission shall review, determine and set forth the following in writing with its approval:

(1) Such enlargement, expansion, or intensification is consistent with the public interest; and

(2) Such enlargement or extension will not have a deleterious effect on property in the surrounding neighborhood due to visual appearance, increased pedestrian or vehicular traffic, noise, smoke, odor, or other similar factors. Furthermore, no such enlargement, expansion, or intensification of a nonconforming use shall be permitted unless all building height, yard, coverage, and off-street parking and other requirements of this chapter for the district in which such use is located are adhered to.

~~In the event that a written protest against any enlargement, expansion or intensification of a nonconforming use, duly signed and acknowledged by the owners of 51 percent or more of the parcels of land located in whole or in part within 1,320 feet of the property line of the land upon which the enlargement, expansion or intensification is to occur, such enlargement, expansion or intensification shall not be allowed, except by board of appeals approval. Each page of the protest shall describe the land that is the subject of the proposed enlargement, expansion or intensification, a statement that the people signing the petition oppose the proposed enlargement, expansion or intensification and a statement describing the reasons for the opposition to the proposed enlargement, expansion or intensification. Any person signing a petition on behalf of an entity owner shall specify in the petition the name of the entity and the legal capacity on behalf of the entity in which he or she is signing the petition. The city shall conclusively determine which parcels are in whole or in part within 1,320 feet of the land upon which the enlargement, expansion or intensification is to occur by utilizing the buffer or notification feature of the current version of the city's GIS software. Any such protest must be filed with the clerk not later than 12:00 noon on the Thursday preceding the planning commission meeting at which the proposed enlargement, expansion or intensification is on the agenda. In the case of a petition circulated by any individual(s) among multiple owners (as opposed to an individual acknowledgment by any singular owner), each circulator shall include an acknowledgment made under penalty of perjury on the petition certifying that the circulator is an owner qualified to protest under this section; that the circulator personally circulated the petition and personally obtained each of the signatures; that the circulator knows that the signers are also owners qualified to protest under this section and that the address of each owner is correctly included on the petition; that the circulator knows the owners signed the petition with full knowledge of its content; and, that the circulator knows each signer signed on the date stated opposite his or her name.~~

SECTION IV

Section 58-88(h) of the Mequon Municipal Code is created to read as follows:

(h) *Denials of conditional use permits.* If a conditional use permit application is denied, the denial may be appealed to the circuit court through the certiorari procedures contained in section 58-45.

SECTION V

Section 58-234(e)(2) of the Mequon municipal code is amended to read as follows (NOTE: Deleted text is ~~struck through~~; Added text is **bolded and underlined**):

(2) *Council review.*

a. The common council shall review an approved concept development layout plan for a conservation subdivision, as described in section 58-

234(e)(1)), upon the occurrence of and as follows:

1. ~~In the event of a~~ written request from two aldermen or one alderman and the mayor, **at which time** the concept development layout plan shall be referred to the common council and shall not be effective unless confirmed by the common council.

2. ~~In the event of a written protest against the concept development layout plan, duly signed and acknowledged by the owners of 51 percent or more of the parcels of land located in or whole or in part within 1,320 feet of the property line of the land included in such conservation subdivision, the development layout plan shall be referred to the common council and shall not become effective except by the favorable vote of six members of the common council. Each page of the protest shall describe the land that is the subject of the proposed conservation subdivision, a statement that the people signing the petition oppose the concept development layout plan and a statement describing the reasons for the opposition to the concept development layout plan. Any person signing a petition on behalf of an entity owner shall specify in the petition the name of the entity and the legal capacity on behalf of the entity in which he or she is signing the petition. The city shall conclusively determine which parcels are in or whole or in part within 1,320 feet of the land included in the conservation subdivision by utilizing the buffer or notification feature of the current version of the city's GIS software. In the case of a petition circulated by one or more individuals among multiple owners (as opposed to an individual acknowledgment by any singular owner); each circulator shall include an acknowledgment under penalty of perjury on the petition certifying that the circulator is an owner qualified to protest under this section; that the circulator personally circulated the petition and personally obtained each of the signatures; that the circulator knows that the signers are also owners qualified to protest under this section and that the address of each owner is correctly included on the petition; that the circulator knows the owners signed the petition with full knowledge of its content; and, that the circulator knows each signer signed on the date stated opposite his or her name.~~

b. Any request for confirmation under subsection a. ~~or any protest under subsection b.~~ must be filed with the clerk not later than 12:00 noon on the third Friday following the planning commission's approval of the concept development layout plan or any material change to the concept development layout plan. The common council shall take action on the request for confirmation ~~or protest petition~~ no later than the second common council meeting following the approval of the planning commission.

~~c. If both a request for confirmation and a proper protest are timely filed, the common council shall proceed under the rules of the protest.~~

~~d.c.~~ In considering a request for confirmation ~~or a protest~~, the common council may and should attempt to modify the development layout plan to mitigate legitimate concerns presented by the members of the common council requesting confirmation ~~or the protesters~~ rather than denying.

SECTION VI

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 VII

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

SECTION VIII

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

Approved by: Andrew Nerbun, Mayor

Date Approved: April 8, 2025

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 8, 2025.

Caroline Fochs, City Clerk

Published: _____



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Office of City Attorney

TO: Common Council
FROM: Brian Sajdak, City Attorney
DATE: April 8, 2025
SUBJECT: ORDINANCE 2025-1679 An Ordinance Amending Section 58-41(g) of the Mequon Municipal Code, Related to the Issuance of Decisions by the Board of Appeals

Background

The proposed ordinance makes changes to Municipal Code relating to the finalization of decisions of the Board of Appeals. By way of background, the Code presently provides that the Board's written decision be completed within 10 days of the hearing, which is the circulated for 5 days and finalized. In other words, the decision is issued 15 days after the hearing.

There are a couple of challenges to this approach. First, based upon the current meeting schedule wherein the Board meets on the first Thursday of the month, other business required at that time of the month often creates additional demands on the City Attorney's Office. Within the City of Mequon, I am responsible for reviewing all resolutions and ordinances that are placed on the agenda for Common Council meetings, which occur on the second Tuesday of the month. That agenda usually goes out on the Thursday before the meeting. As such, much of the time between a hearing before the Board of Appeals and the Common Council meeting is spent reviewing items for Council consideration. In addition, each of the other municipal entities the City Attorney's firm represents likewise have meetings of their governing bodies during this same time period. In short, the first part of the month is an extremely busy time, which requires balancing of competing needs.

The second challenge to the current language is that it ignores the potential complexity of a case. In a complex case, there may be additional legal research necessary to add legal standards to a proposed decision. Similarly, some cases might require obtaining a transcript to appropriately complete the decision. The Walanta decision (related to a variance for a staircase on the Lake Michigan bluff) earlier this year is an example of this. In these circumstances, obtaining a transcript and completing the decision within 10 days is extremely difficult, if not impracticable.

Based upon these issues, the proposed change provides additional days to complete the decision. It also provides for a process to deviate from the typical process where appropriate. These changes are shown in the proposed ordinance in the packet. All told, the proposed change adds five days to the process.

There may be some members who are concerned about extending the time to complete a

decision. However, the proposed amendment does not run afoul of any legal requirement or standard. Under the controlling statute, Wis. Stat. § 62.23(7)(e)6, the only requirement is that the Board decide the appeal “within a reasonable time.” A survey of other Wisconsin municipalities reveals that most communities fall one of two categories: those that either expressly or impliedly adopt the statutory language of “within a reasonable time” and those that utilize 30 days. Out of 30 other municipalities surveyed, 12 use reasonable time, 13 use 30 days, 2 use 15 days, and 3 use 60 days. These are listed in the attached chart. The proposed amendment keeps the City’s typical process below the 30 days used by many. At the same time, it provides flexibility where it is needed.

Following consideration by the Board of Appeals, the proposed ordinance was amended beyond the original proposal in a couple ways. First, it clarified the language to make it clear that the intent is that the decision should be finalized within 15 days, but that it may extend to 60 days (there was initial some concern that the ordinance would allow for up to 80 days). The second change is the elimination of “the chair” from the discussion related to finalizing the decision. The Board of Appeals believed that the chair should not be drafting the decision.

Finally, the Board had concerns related to the appropriate individuals to approve extensions beyond the typical 15 days. Originally, the ordinance had the initial extension being granted by the chair of the Board of Appeals, and the more than 60 days extension to be made by the full Board. The Board was concerned that they do not have sufficient knowledge as to overall workload of the City Attorney to be in a position to appropriately judge whether an extension is warranted. As such, they recommended the current version where the Mayor grants the initial extension, and the subsequent extension is by the full Council.

Recommendation

On January 2, 2025, the Board of Appeals approved a recommendation in favor of adopting the proposed ordinance amendment by a vote of 4-0, with one member abstaining. Thereafter, on February 24, 2025, the Planning Commission also approved a recommendation in favor of adopting the proposed ordinance amendment by a vote of 5-0.

Attachments:

Chart of Other Community Standards (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2025-1679

An Ordinance Amending Section 58-41(g) of the Mequon Municipal Code, Related to the
Issuance of Decisions by the Board of Appeals

RECITALS

A. Under Wis. Stat. § 62.23(7)(e) the City is authorized to establish various rules and procedures related to the operation of the Board of Appeals, provided ultimately that any decision issued by the Board is issued within a reasonable time.

B. The Common Council previously adopted section 58-41(g) of the Mequon Municipal Code which provides for a timeline for the Board of Appeals to issue decisions on matters it hears.

C. Based upon various considerations raised by the City Attorney, the Common Council desires to amend this timeline to provide additional flexibility while still meeting the statutory requirement of reasonableness.

D. The Board of Appeals recommended approval of these changes at its meeting on January 2, 2025.

E. The Planning Commission recommended approval of these changes at its meeting on February 24, 2025.

F. The Public Welfare Committee recommended approval of these changes at its meeting on April 8, 2025.

F. A Public Hearing on the proposed changes was held on May 13, 2025.

G. Based upon the information provided by the City Attorney, the recommendations of the Board of Appeals, Planning Commission and the Public Welfare Committee, and the testimony provided at the Public Hearing, the Common Council finds that the proposed changes are appropriate and in the best interests of the health, safety and welfare of the community.

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

SECTION I

Section 58-41(g) of the Mequon Municipal Code is amended to read as follows (NOTE: Deleted text is ~~struck through~~; Added text is **bolded & underlined**):

58-41(g) *Decision.* **The board shall issue its decision within a reasonable time upon the final conclusion of the hearing. In general, the** ~~The attorney representing the board or the chair~~ **should** ~~shall~~ render a written decision within ~~ten~~ **fifteen** days after completion of the hearing. **The time for rendering the decision may be extended with the concurrence of the mayor based upon the complexity of the matter, the need to obtain and utilize a transcript of the hearing, workload or time conflicts, or similar considerations except that any delay in rendering the decision beyond 60 days after the date of the hearing shall require approval of the common council. Upon rendering the decision,** ~~the~~ The city clerk shall promptly circulate the decision to all members of the board who were present for the hearing for their review. The decision shall be deemed final unless, prior to the close of business on the fifth day following such circulation, a member who voted in the majority files a written objection with the city clerk. Upon receipt of an objection, the city clerk shall schedule another meeting of the board for the purposes of considering the objection and finalizing the decision. Within two business days following such additional meeting, the board shall file the final decision with the city clerk.

SECTION II

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

SECTION III

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

SECTION IV

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

Approved by: Andrew Nerbun, Mayor

Date Approved: April 8, 2025

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 8, 2025.

Caroline Fochs, City Clerk

Published: _____

Chart of Comparable Communities

15 Days:	Lannon	New Berlin		
30 Days:	Germantown	Franklin	Greenfield	Cedarburg
	Elkhorn	Glendale	Hartland	Pewaukee
	Sun Prairie	Thiensville	Verona	Waunakee
	Oconomowoc ¹			
60 Days:	Grafton	Oshkosh	Wausau	
“Reasonable Time”	Madison	Delafield	Middleton	Middleton
	Waukesha			
“Per Statute”	Brown Deer	Fitchburg		
None:²	Beloit	Green Bay	Menomonee Falls	Random Lake
	West Allis	Wauwatosa		

¹ Authorizes additional time if approved by Board and Applicant

² With none, the statutory timeline ultimately applies



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Office of City Attorney

TO: Common Council
FROM: Brian Sajdak, City Attorney
DATE: March 11, 2025
SUBJECT: ORDINANCE 2025-1676 An Ordinance Amending Chapter 14 of the Mequon Municipal Code, Related to Alcoholic Beverage Licensing

Background

In the last legislative session, the Legislature enacted 2023 Wis. Act 73, which made significant changes to the regulation and licensing of alcoholic beverages in Wisconsin. The proposed ordinance looks to amend the Municipal Code to reflect these changes. The ordinance also provides some clarity and touch ups to reflect current best practices. Each section of the ordinance is discussed below.

Before getting to the individual sections, a note related to the biggest changes contained within Act 73. First, as you may recall from last year when the City adopted new provisions in the Zoning Code related to distilleries, the legislature created what they have called “full-service retail outlets.” These outlets allow manufacturers and producers of alcoholic beverages to operate their own sales facilities. Under the statute, these outlets do not count against the City’s quota for “Class B” licenses while allowing “Class B” sales to take place. The City can, however, limit the sales of alcohol at these outlets to only alcohol of the class the manufacturer produces. For example, a brewery could be limited to the sales of only beer within the outlet (it does not have to be solely their beer, however). There may be a need to explore this issue from a Zoning Code perspective as well, given that there may be locations whereby the City would not allow these types of establishments (just like it does not allow bars across all Zoning Districts).

A second change is that Act 73 authorizes the Department of Revenue to issue statewide operator’s licenses, which allow individuals to bartend anywhere within the state. There are no changes necessary in the Code for this, but the Council should be aware of it as there may be impacts on licensing revenue if the City sees a significant shift to individuals utilizing the state permit instead of local permits.

A final change is that Act 73 provides for the creation of non-sale event venues. This would allow a state permit for a venue to basically provide alcohol on a non-sales basis. For example, a wedding barn that wants to provide wine with dinner would be allowed, but a wedding barn that offers a cash bar would not. These venues will not be permitted until 2026, and this part of the legislation is also under legal challenge. As the organization progresses into next year, additional changes may be necessary depending on how everything plays out.

Discussion

In Section I, the proposed amendments largely reflect changes from Act 73 in that the Act directed the Department of Revenue (which oversees alcohol regulation within Wisconsin) to create administrative rules. The ordinance amendment adopts those administrative rules (which have not yet been finalized). The remaining changes within this section reflect clean-up and best practice amendments.

Section II is the only section which is not related to Act 73. The Festivals Committee is looking for flexibility with respect to the sale of beer within City parks. This change adopts the flexibility authorized by statute.

Section III is largely a clean-up section. The bulk of the new language in this section reflects current licensing nomenclature. It does add references to full-service retail sales outlets and no-sale event venues, which were added in Act 73.

The same is true of Sections IV and V, which are solely clean-up/best practices amendments.

Section VI represents the most significant change in that it creates three new sections within the Code. The first two of these new sections, 14-32 and 14-33, do not reflect a significant change in policy or practice with respect to issuing operators and premises licenses. These sections were added to meet with statutory requirements for the third new section related to full-service retail sales outlets. In short, the statute allows municipalities to approve or deny full-service retail sales outlets, provided that it is done utilizing the same procedures and standards as other licenses. Accordingly, the first two sections establish the relevant procedures and standards, which can in turn be utilized under the newly created third section.

Recommendation

On March 11, 2025, the Finance-Personnel Committee approved a recommendation in favor of adopting the proposed amendments by a vote of 3-0.

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2025-1676

An Ordinance Amending Chapter 14 of the Mequon Municipal Code, Related to Alcoholic Beverage Licensing

RECITALS

A. The Common Council previously adopted Article II of Chapter 14 of the Mequon Municipal Code related to alcohol beverage licensing.

B. In 2023 Wis. Act 73, the Wisconsin Legislature made significant changes to alcohol licensing within the State.

C. The Common Council desires to update its regulations related to alcohol beverage licensing to reflect these legislative changes and to also amend and clarify these regulations as it deems necessary.

D. The regulation of the alcoholic beverages furthers the overall health, safety and welfare of the community.

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

SECTION I

Section 14-23 of the Mequon Municipal Code is amended to read as follows (NOTE: Deleted text is double struck-through; Added text is **bolded and underlined**):

Sec. 14-23. State statutes ~~and administrative code~~ adopted.

The provisions of Wis. Stat. ch. 125, **and the provisions of any administrative rules adopted pursuant to Chapter 125,** defining and regulating the sale, procurement, dispensing and transfer of beverages, including provisions relating to the penalty to be imposed or the punishment for violation of such statutes, **except the fees and those penalties which impose a fine or term of imprisonment,** are adopted and made a part of this **article** section by reference. Any act required to be performed or prohibited by any statute incorporated herein by reference is required or prohibited by this Code. Any future amendments, revisions or modifications of the statutes **or administrative code** incorporated herein are intended to be made part of this Code. A violation of any of such provisions shall constitute a violation of this section.

SECTION II

Section 14-24 of the Mequon Municipal Code is amended to read as follows (NOTE: Deleted text is double struck-through; Added text is **bolded and underlined**):

Sec. 14-24. - Licenses, permits, authorization required.

(a) When required. Except as provided by Wis. Stat. § 125.06, no person within the City of Mequon shall serve, sell, manufacture, rectify, brew or engage in any other activity for which this chapter or Wis. Stat. ch. 125 requires a license, permit or other authorization without holding the appropriate license, permit or other authorization.

(b) Separate license required for each place of sale. Except for licensed public warehouses, a license shall be required for each location or premises which is in direct connection or communication to each other where intoxicating liquor or fermented malt beverages are stored, sold or offered for sale.

(c) Exception for city parks. The city elects to adopt the provisions of Wis. Stat. § 125.06(6) such that no license, permit, or authorization is required for the sale of fermented malt beverages in any public park operated by the city where the fermented malt beverages are sold by officers or employees of the city.

SECTION III

Section 14-25 of the Mequon Municipal Code is repealed and recreated to read as follows:

Sec. 14-25. Classes of licenses.

(a) This article shall govern the application for and issuance or approval of the following licenses and permits that may be issued by the city clerk under the authority of the common council after payment of the required fee as specified by the common council from time to time, which, upon issuance, shall permit the holder to sell, deal or traffic in alcohol beverages as provided by law:

- (1) Class "A" fermented malt beverages
- (2) Class "B" fermented malt beverages
- (3) Temporary Class "B" fermented malt beverages
- (4) "Class A" intoxicating liquor
- (5) "Class A" cider only intoxicating liquor

- (6) “Class B” intoxicating liquor
 - (7) Reserve “Class B” liquor
 - (8) “Class C” wine
 - (9) Provisional retail license
 - (10) Operator's license
 - (11) Provisional operator’s license
 - (12) Temporary operator's license
 - (13) Transfer of license to another premise
 - (14) Duplicate (if original license is lost or destroyed without licensee's fault)
 - (15) Full-service retail sales outlets
- (b) This article shall further govern, to the extent permitted by state statutes and administrative code, the following:
- (1) Retail sales of fermented malt beverages, wine and intoxicating liquor on the production premises of a brewer, winery, or manufacturer.
 - (2) No-sale event venues.

SECTION IV

Section 14-26 of the Mequon Municipal Code is amended to read as follows (NOTE: Deleted text is double struck-through; Added text is **bolded and underlined**):

Sec. 14-26. License application.

- (a) Form. Application for a license to sell or deal in intoxicating liquor or fermented malt beverages shall be made in writing on forms prescribed by the state department of revenue, or governing body for operators' licenses and filed with the city clerk. **Applications must be accurately completed, providing all information requested.**
- (b) Reserved.**Fees. License fees shall be paid to the city at the time of application. Except as provided by Wis. Stat. §§ 125.25(4), 125.26(4), and 125.51(9)(a), the full license fee shall be charged for the whole or fraction of**

any year. In the event a license application submitted under this section is either denied by the city or voluntarily withdrawn by the applicant prior to the issuance of the license, the fee paid with respect to such application shall be non-refundable. The city shall not rebate license fees (or portions thereof) to license holders who cede or lose their licenses prior to the license's expiration date.

(c) License investigation. The city clerk shall notify the chief of police, city health officer, fire inspector and city building inspector of each application for any license provided under this section, and these officials or their designee shall inspect or cause to be inspected each application and the premises, together with such other investigation as shall be necessary to comply with the regulations, ordinances, and the laws applicable thereto, to determine whether the applicant and the premises sought to be licensed comply with the regulations, ordinances and laws applicable thereto and the applicant's fitness for the trust to be imposed. These officials shall furnish to the city clerk, in writing, the information derived from such investigations accompanied by a recommendation as to whether the license should be granted or refused. No license shall be renewed without a reinspection of the premises.

(d) Delegation of authority. The common council delegates its authority to issue regular, temporary, and provisional operator's licenses to the city clerk. Appeals to decisions of the clerk shall be to the finance-personnel committee. The common council delegates its authority to issue all other licenses under this article II to the finance-personnel committee of the common council. All decisions made by the committee shall be final except as may be provided by Wis. Stats. § 125.12. In the event of common council review of any revocation, suspension or nonrenewal, all arguments in support of an objection to the committee's report shall be made solely in writing.

(e) Renewal application deadline. Applications may be sent after March 1 and are due on or before May 15 of each year. If May 15 falls on a non-business day, the deadline will be extended to the next business day. The city shall grant, issue, or deny each timely-filed application no later than the 4th Tuesday in June for the ensuing license year. The city cannot guarantee action prior to June 30 for any application received after May 15.

SECTION V

Section 14-27 of the Mequon Municipal Code is amended to read as follows (NOTE: Deleted text is double struck-through; Added text is **bolded and underlined**):

Sec. 14-27. License restrictions.

(a) Conviction record. No license shall be issued to any person who has a conviction record as specified within the City of Mequon Alcohol Beverage

Licenses Enforcement Policy Guidelines on file with the city clerk.

(b) Health and sanitation requirements. No license shall be issued for any premises which does not conform to the sanitary, safety and health requirements of the state pertaining to buildings and plumbing, to the rules and regulations of the state applicable to restaurants and to all such ordinances and regulations adopted by the city.

(c) Prohibiting issuance of alcohol beverage licenses for non-payment of taxes, assessments and claims.

(1) Premises. No initial or renewal alcohol beverage license shall be issued for any premises for which taxes, assessments or other claims owed to the city (or Ozaukee County in the case of real property taxes) are delinquent and unpaid.

(2) Persons. No initial or renewal alcohol license shall be issued to any person:

a. Delinquent in payment of any taxes, assessments or other claims owned to the city.

b. Delinquent in payment of a forfeiture resulting from a violation of any ordinance of the city.

(d) Corporations. No license shall be granted to any corporation when more than 50 percent of the voting stock interest, legal interest or beneficial interest is held by any person or persons not eligible for a license under this section.

(e) Issuance for sales in dwelling prohibited. No license shall be issued to any person for the purpose of possessing, selling or offering for sale any alcohol beverages in any dwelling house, flat or residential apartment.

(f) Nonuse of license.

(1) Grounds for cancellation. Any class of license issued under this article II shall, as a condition of maintaining and keeping a license in the city, continue in the active operation of business. A license that is not used within 180 days of its issuance, or that is discontinued in use for a period of 180 days or more, may be revoked or not renewed following a hearing of the finance-personnel committee and decision of the city council as provided for in subsection (2).

(2) Notice and hearing. Prior to cancellation of any license, the city clerk shall notify the licensee in writing of the city's intention to revoke or not renew the license for nonuse and provide the licensee with an

opportunity for a hearing. Such notice shall also specify the time, place, and date of the hearing, which shall not be less than 15 days after the date of the notice. Such hearing shall be conducted as provided in accordance with Wis. Stat. § 125.12(2)(b), and any amendments thereto. Following the hearing, the common council shall determine, upon recommendation of the finance-personnel committee, whether good cause exists for the failure of the licensee to be open for business for periods in excess of the minimums set forth hereinabove. If such good cause is found to exist, the common council may set such terms as it deems appropriate to the continuation of the license with respect to minimum days of operation or a time frame within which the subject premises must be open for business to avoid future nonrenewal or revocation of the subject license.

(g) Commercial quadricycles prohibited. No license granted shall authorize the consumption of fermented malt beverages by passengers on a commercial quadricycle within the city, and such consumption is prohibited.

(h) Reapplying **Reapplication** after denial. Any applicant for a license which has been denied ~~by the common council~~ shall be prohibited from applying again within 12 months of the denial.

(i) Entry Powers and Inspections. It shall be a condition of any license issued under this article that the licensed premises may be entered and inspected at any reasonable hour by any police officer or fire inspector without any warrant, and the application for a license hereunder shall be deemed consent to this provision. Any refusal to permit such inspection shall be a violation which provides a basis for suspension or revocation of any license issued hereunder, and shall be deemed a violation of this section.

SECTION VI

Sections 14-32, 14-33, and 14-34 of the Mequon Municipal Code are created to read as follows:

Sec. 14-32. Operator's Licenses

(a) Operator's licenses may be issued only on written application on forms provided by the clerk.

(b) Pursuant to Wis. Stat. § 125.17(1), operator's licenses may be granted to individuals by the city clerk upon receipt of a written report from the police chief or their designee that the applicant has no disqualifying criminal history for the purposes of complying with Wis. Stats. § 125.32(2) and Wis. Stats. § 125.68(2). If denial is recommended, the clerk shall not issue the license. an applicant may appeal a denial to the finance-personnel committee.

(c) Operator's licenses shall be valid for up to two years and shall expire on June 30 of the second year after issuance.

(d) Operator's licenses issued under this section are valid only within the city.

(e) Provisional Operator's Licenses.

(1) The city clerk is authorized to issue provisional licenses to any applicant that, based on the information contained in the application, meets the qualifications for issuance of licenses related to alcohol beverages, and that has not previously been denied a license by the common council.

(2) Before issuing a provisional license, the city clerk shall receive a recommendation to grant the license from the chief of police and proof from the applicant of satisfying the responsible beverage training course requirements of Wis. Stat. § 125.17(6).

(3) A provisional license expires 60 days after its issuance or when a full license is issued to the holder, whichever is sooner.

(4) The city clerk may revoke any provisional license if they discover that the holder of the license made a false statement on the application.

(5) Notwithstanding the above, the city clerk shall issue a provisional operator's license to an applicant who, at the time of application for an operator's license and payment of the applicable fee, files a certified copy of a valid operator's license issued by another municipality. A provisional operator's license issued under this paragraph expires as provided under subsection (3) or upon expiration of the operator's license issued by another municipality and filed hereunder, whichever is sooner. In addition to revocation under subsection (4), the city clerk may revoke a provisional operator's license if it is determined that the operator's license issued by another municipality and filed hereunder is not valid or upon denial of the application for an operator's license by the common council.

(f) Temporary Operators' Licenses. The city clerk may issue temporary operators' licenses as follows:

(1) May be issued only to operator's employed by, or donating their services to, nonprofit corporations.

(2) No person may hold more than two temporary operator's licenses per year.

(3) The license is valid for any period from one to 14 days, and the

period for which it is valid shall be stated on the license.

Sec. 14-33. Retail sales licenses

(a) Factors applicable to license issuance.

(1) When issuing any initial retail “Class A”, “Class B”, Class “A”, Class “B”, or “Class C” license, any factor or condition which provides a rational basis for the approval or denial shall be evaluated on a case-by-case basis, including, but not limited to the following:

a. The total number of Class A and B licenses presently issued, the number of locations with on-premise retail sales, and the number of full-service retail outlets approved, and, if an additional license is requested, the public need, desirability and purpose;

b. The relevant experience and background of an individual applicant; if a partnership, the relevant experience and background of the partners; and if a corporation, the relevant experience and background of the directors, officers and agent;

c. Whether the granting of a license is necessary for the financial success of a proposed business or a development containing the proposed licensed premises;

d. The effect of granting the license on local traffic and parking;

e. The proximity of the location at which the license is proposed to uses which may be incompatible, including, but not limited to, schools, churches, residential neighborhoods and/or any other Class A or Class B establishments licensed by the city;

f. Whether the premises meets the standards for occupancy of this type;

g. The economic benefit to the community;

h. The amount of employment the business will generate;

i. Past experience of the applicant or other license

holders at the location at which the license is proposed to be used;

j. The overall effect on the community of the use of the license at the proposed location;

k. For a renewal application, the performance of the applicant under the existing license, and the effect of the existing license and use on local traffic and parking, on any adjacent residential neighborhoods, and on the community as a whole; and

l. Any other factor or condition which provides a rational basis for approval or denial of an application.

(2) Any license issued hereunder may include conditions or restrictions to address any of the above factors.

(b) Retail “Class B” intoxicating liquor license. A “Class B” intoxicating liquor licenses shall, in accordance with Wis. Stat. § 125.51(3)(b), authorize the retail sale of intoxicating liquor to be consumed by the glass on the premises where sold or off the premises if the licensee seals the container of intoxicating liquor with a tamper-evident seal, as that term is defined in the Wisconsin Statutes, before the intoxicating liquor is removed from the premises, and also authorizes the sale of intoxicating liquor in the original package or container, in any quantity, to be consumed off the premises where sold.

(c) Provisional retail sales license

(1) The city clerk is authorized to issue provisional licenses to any applicant for any Class “A”, Class “B”, “Class A”, “Class B”, or “Class C” license that, based on the information contained in the application, meets the qualifications for issuance of licenses related to alcohol beverages, and that has not previously been denied a license by the common council. Such provisional license may be issued upon submission of a complete application together with the payment of the applicable fee and satisfaction of the standards below, except that the clerk may not issue a provisional “Class B” license if the city's quota under Wis. Stat. § 125.51(4) prohibits the city from issuing a “Class B” license.

(2) Before issuing a provisional license, the city clerk shall receive a recommendation to grant the license from the chief of police.

(3) A provisional license expires 60 days after its issuance or when a full license is issued to the holder, whichever is sooner.

(4) The city clerk may revoke any provisional license if they discover that the holder of the license made a false statement on the application.

(d) Temporary Class “B” retailer's license. The city clerk is authorized pursuant to Wis. Stat. §§ 125.26(6) and 125.51(10) to issue a license for the sale of fermented malt beverages or wine at picnics or other community events. Any application for a temporary Class “B” retailer’s license shall be submitted at least 10 days prior to the event date for approval by the city clerk, except that any approval which would require common council action shall be submitted at least 30 days prior to the event date. Conditions for the issuance of a license in addition to the requirements of Wis. Stat. Ch. 125, shall be as follows:

(1) Any application for which the Chief of Police or City Clerk recommend denial shall be referred to the finance-personnel committee for issuance.

(2) At least one holder of a full operator's license shall at all times be present in the licensed premises where fermented malt beverages and wine are sold or offered for sale at an event for which a Class “B” fermented malt beverage or Class “B” wine picnic license has been issued.

(3) The organization must provide sufficient security personnel satisfactory to the chief of police to ensure that fermented malt beverages and wine are not consumed outside of the approved areas specified for the consumption of such beverages and that minors are not present in the licensed premises except as permitted in Wis. Stat. Ch. 125.

(4) The licensed premises shall be fenced if required by the chief of police, including, but not limited to, double fencing a minimum of six (6) feet apart.

(5) The organizers shall post notices at each exit of the licensed premises stating, “No beer or wine will be carried in an open container beyond this point.”

(6) The organizers shall post notices at each entrance of the licensed premises stating, “No carry-in alcohol allowed.”

(7) The chief of police may require the organizer to provide adequate sanitary facilities, lighting, and other measures to ensure the health, safety and convenience of the public while attending the event.

(8) The chief of police, in consultation with the chief of the Southern Ozaukee Fire and Emergency Medical Services Department, may implement additional requirements for the welfare and safety of the general public, which shall be incorporated into the terms of the license

upon issuance.

(9) The licensee shall, prior to the commencement of the event, notify the police department that event set-up has been completed so that a compliance inspection may occur. No fermented malt beverages or wine may be sold until the final inspection occurs.

Sec. 14-34. Full-service retail outlets

(a) Full-service retail outlet defined. “Full-service retail outlet” shall be defined as set forth in Wis. Stat. §§ 125.29(7), 125.52(4), and 125.53(3). Full-Service Retail Outlet does not include on-premise sales by a brewer, winery, manufacturer, or rectifier.

(b) Temporary full-service retail outlet defined. A “temporary full-service retail outlet” means a full-service retail outlet which is exempt from the relocation limitations pursuant to Wis. Stat. §§ 125.29(7)(g)5., 125.52(4)(g)5., and 125.53(3)(g)5., provided the full-service retail outlet will be located on the proposed premises for a period not to exceed four days.

(c) Requirements and Restrictions. In approving any full-service retail outlet, the city may consider all factors, conditions, standards, and criteria utilized by the city for the evaluation and approval of a retail alcohol license including, but not limited to, Section 14-33(a).

(d) Scope of Alcohol Beverages Offered for Sale. Pursuant to Wis. Stat. §§ 125.29(7)(d)2., 125.52(4)(d)2., and 125.53(3)(d)2., the city may, as a condition of approval, limit the scope of alcohol beverages offered for sale at a full-service retail outlet with respect to alcohol beverages that are not of the same type as those produced by the person holding the production permit(s).

(e) Approval by city clerk of temporary full-service retail outlets. Unless prohibited by the Wisconsin Statutes and/or Wisconsin Administrative Code, the city clerk may approve an application for a temporary full-service retail outlet for the sale of fermented malt beverages and wine in the same manner as set forth in Section 14-33(d). Any application for a temporary full-service retail outlet not covered by this section shall be approved by the finance-personnel committee.

SECTION VII

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 VIII

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

SECTION IX

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

SECTION X

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

Approved by: Andrew Nerbun, Mayor

Date Approved: April 8, 2025

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 8, 2025.

Caroline Fochs, City Clerk

Published: _____



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Office of Administration

TO: Common Council
FROM: Justin Schoenemann, Assistant City Administrator
DATE: April 8, 2025
SUBJECT: RESOLUTION 4197 A Resolution Approving a Second Amendment to a License Agreement with AT&T, Extending the Term for the Cellular Tower Located at 11333 North Buntrock Avenue Through 2049

Background

The City of Mequon operates a cellular tower located at the Public Safety Building at 11333 North Buntrock Avenue. The tower contains leased space for AT&T telecommunications equipment. AT&T's existing lease expired on November 20, 2024. A copy of the existing lease agreement is available for reference here: <https://bit.ly/MequonLease2>.

Analysis

The original lease agreement included a five-year term, which was then extended for an additional four automatically renewing five-year terms. The lease was amended once during that duration. If approved, the proposed second amendment will extend the lease by an additional five automatically renewing five-year terms, allowing the agreement to continue for an additional 25 years through 2049. Like the AT&T lease amendment approved last month, all other terms of the existing contract will remain unchanged, with two key exceptions. Additionally, all terms have been reviewed and approved by City Attorney Sajdak.

The first update establishes Section Four, "Permitted Use," which allows AT&T or its contractors to maintain, modify, remove, repair, replace, and update its communications equipment, subject to prior approval from the City. The City has no concern with AT&T or its contractors entering the site as long as prior notice is provided to ensure Police and/or Fire Department operations are not impacted while maintenance or other work is being completed on the cell tower.

The second key change pertains to lease payments. Upon the conclusion of the current lease term and the commencement of the new terms, AT&T's lease payments will increase annually by 4%, compared to the 5% annual escalator in the current lease. The revised 4% escalator aligns with the City's other lease agreements, which typically include annual increases ranging from 2% to 5%.

Additionally, in this lease, the City has the ability to require AT&T to relocate one time from the Public Safety Building site to another City owned facility at AT&T's expense. Furthermore, the City has the ability to terminate this lease with a six month notice to AT&T.

Fiscal Impact

Once this amendment is executed, The City will receive a lease payment of approximately \$48,300 in 2025 for the term that commenced on November 21, 2024. Thereafter, AT&T will make an initial payment of \$50,284 to the City on November 21, 2025. Lease payments will then increase by 4% annually as stipulated in the amendment. Over the full duration of the lease extension, the City is projected to receive a total of approximately \$2,140,260 in cell tower lease revenue if left unchanged.

Recommendation

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

Attachments:

AT&T Second Lease Amendment (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4197

A Resolution Approving a Second Amendment to a License Agreement with AT&T, Extending the Term for the Cellular Tower Located at 11333 North Buntrock Avenue Through 2049

RECITALS

A. AT&T's lease agreement with the City of Mequon to host telecommunications equipment at 11333 North Buntrock Avenue expired on November 20, 2024, and AT&T desires to extend the lease.

B. The City wishes to encourage the location of such facilities in such a manner that avoids an undue proliferation of sites within the community, and the proposed lease extension serves that goal.

C. The proposed lease amendment by and between the City and AT&T has been favorably recommended by the Finance-Personnel Committee.

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

1. The attached second amendment between the City and AT&T extending the current lease to host telecommunications equipment at 11333 North Buntrock Avenue is approved, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

Approved by: Andrew Nerbun, Mayor

Date Approved: April 8, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 8, 2025.

Caroline Fochs, City Clerk

Market: IL / WI
 Cell Site Number: WI1089
 Cell Site Name: Mequon Public Safety Bldg
 Fixed Asset Number: 10080295

RESTATEMENT AND RATIFICATION SECOND AMENDMENT TO LICENSE AGREEMENT

THIS RESTATEMENT AND RATIFICATION SECOND AMENDMENT TO LICENSE AGREEMENT (“**Second Amendment**”) dated as of the later date below (“**Effective Date**”) is by and between City of Mequon, a Wisconsin Municipal Corporation, having a mailing address at 11333 North Cedarburg 60W, Mequon, WI 53092 (“**Owner**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor by merger to TeleCorp Realty, L.L.C., a Delaware limited liability company, having a mailing address at 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 (“**Tenant**”).

WHEREAS, Owner and Tenant (or its affiliate or predecessor in interest) entered into a License Agreement dated September 24, 1999 (“**License**”), as amended by Estoppel and Consent Certificate and License Amendment dated August 8, 2000 (“**First Amendment**”), whereby Owner leased to Tenant certain Premises, therein described, that are a portion of the Property located at 11300 North Buntrock Avenue, Mequon, WI 53092 (collectively, the “**License**”); and

WHEREAS, the term of the License expired on November 20, 2024, and the parties mutually desire to restate, ratify and renew the License, memorialize such renewal period and modify the License in certain other respects, all on the terms and conditions contained herein; and

WHEREAS, Owner and Tenant desire to amend the License to extend the term of the License; and

WHEREAS, Owner and Tenant desire to adjust the License Fee (as defined below) in conjunction with the modifications to the License contained herein; and

WHEREAS, Owner and Tenant desire to amend the License to clarify the scope of Tenant's permitted use of the Premises; and

WHEREAS, Owner and Tenant, desire to amend the License to modify the notice section thereof; and

WHEREAS, Owner and Tenant, in their mutual interest, wish to amend the License as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Tenant agree as follows:

1. Restatement and Ratification.

The License, including all amendments thereto, entered into prior to the date hereof, is attached hereto as Exhibit A. Owner and Tenant hereby reinstate, ratify, confirm and adopt the License, as amended herein, as of the latter signature date below.

2. **Term.** The term of the License shall be amended to provide that the current term, which commenced on November 21, 2019, expired on November 20, 2024 (“**Current Term**”), and commencing on November 21, 2024, will be automatically renewed, upon the same terms and conditions of the License, except as modified in this Second Amendment, for five (5) additional five (5) year terms (each a “**Renewal Term**”). Hereafter, “**Term**” shall include the Current Term and any applicable Renewal Term. The Terms will automatically renew without further action by Tenant, unless Tenant notifies Owner in writing of Tenant’s intention not to renew the License at least sixty (60) days prior to the expiration of the Current Term or any Renewal Term. Owner agrees and acknowledges that, except as such permitted use or other rights may be amended herein, Tenant may continue to use and exercise its rights under the License as permitted prior to the first Renewal Term.
3. **Modification of License Fee.** Commencing on November 21, 2024, the current License Fee payable under the License shall be Forty-Eight Thousand Three Hundred and 00/100 Dollars (\$48,300.00) per year, and shall continue during the Term, subject to adjustment, if any, as provided below. In the event of any overpayment of License Fee prior to or after the Effective Date, Tenant shall have the right to deduct from any future License Fee payments an amount equal to the overpayment amount. In the event of any underpayment of License Fee prior to or after the Effective Date, Tenant shall pay the amount of any underpayment within 30 days of the effective date.
4. **Future License Fee Increase / Annual Payments.** The License is amended to provide that commencing on November 21, 2025, the License Fee shall increase by four percent (4%) over the License Fee paid during the previous year, and then shall increase annually by four percent (4%) over the previous year’s License Fee in each subsequent year.
5. **Permitted Use.** From time to time during the term of the License, Tenant may add, maintain, modify, remove, repair, replace and/or update its communications equipment located on the Tower upon receipt of Owner’s prior written approval, which approval shall not be unreasonably conditioned, delayed or withheld, provided that the proposed modification is not lesser in reasonable aesthetic quality than the existing equipment and provided that the proposed location of any additional equipment is satisfactory to Owner. Prior to making such modification, Tenant shall submit to Owner construction drawings describing and depicting the proposed work and, if reasonably required, a structural analysis of the Tower taking into account the proposed modification (collectively, the “**Plans**”), for Owner review and approval. Tenant shall reimburse Owner for the reasonable cost of review of the Plans by Owner’s third-party consultant, provided such costs do not exceed Five Thousand and 00/100 Dollars (\$5,000.00),

within sixty (60) days of receipt of detailed invoice. Notwithstanding the foregoing, Tenant shall not be required to submit Plans and/or obtain Owner's prior written approval for routine maintenance and repair to Tenant's equipment and/or facilities or for modifications to equipment within Tenant's equipment shelter.

6. **Acknowledgement.** Owner acknowledges that: 1) this Second Amendment is entered into of the Owner's free will and volition; 2) Owner has read and understands this Second Amendment and the underlying License and, prior to execution of this Second Amendment, was free to consult with counsel of its choosing regarding Owner's decision to enter into this Second Amendment and to have counsel review the terms and conditions of this Second Amendment; 3) Owner has been advised and is informed that should Owner not enter into this Second Amendment, the underlying License between Owner and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.
7. **Notices.** Paragraph 34 of the License is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Owner:

City of Mequon
11333 North Cedarburg 60W
Mequon, WI 53092

If to Tenant:

New Cingular Wireless PCS, LLC
Attn: TAG – LA
Re: Cell Site #: WI1089
Cell Site Name: Mequon Public Safety Bldg (WI)
Fixed Asset #: 10080295
1025 Lenox Park Blvd. NE
3rd Floor
Atlanta, GA 30319

With a copy to:

New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site #: WI1089
Cell Site Name: Mequon Public Safety Bldg (WI)

Fixed Asset #: 10080295
 208 S. Akard Street
 Dallas, TX 75202

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

8. **Charges.** All charges payable under the License such as utilities and taxes shall be billed by Owner within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Owner, and shall not be payable by Tenant. The foregoing shall not apply to annual License Fee which is due and payable without a requirement that it be billed by Owner. The provisions of this subsection shall survive the termination or expiration of the License.
9. **First Amendment to Memorandum of License.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable First Amendment to Memorandum of License substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.
10. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the License and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second Amendment, the License otherwise is unmodified and remains in full force and effect. Each reference in the License to itself shall be deemed also to refer to this Second Amendment.
11. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the License.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

Attachment: AT&T Second Lease Amendment (RESOLUTION 4197 : AT&T at PSB)

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be effective as of the last date written below.

OWNER:

City of Mequon,
a Wisconsin Municipal Corporation

TENANT:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

[ACKNOWLEDGEMENTS APPEAR ON THE NEXT PAGE]

Attachment: AT&T Second Lease Amendment (RESOLUTION 4197 : AT&T at PSB)

OWNER ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)

I CERTIFY that on _____, 202__,
 _____ [name of representative] personally came before me and
 acknowledged under oath that he or she:

- (a) is the _____ [title] of **City of Mequon, a Wisconsin Municipal Corporation**, the corporation named in the attached instrument;
- (b) was authorized to execute this instrument on behalf of the corporation; and
- (c) executed the instrument as the act of the corporation.

Notary Public: _____

My Commission Expires: _____

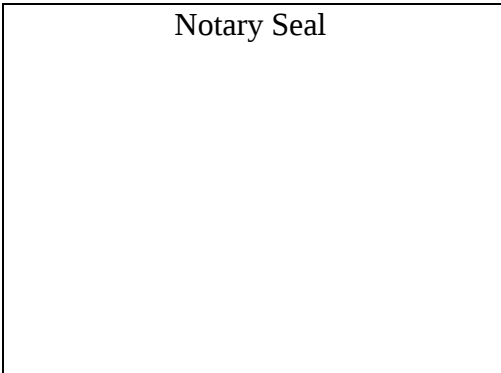
Attachment: AT&T Second Lease Amendment (RESOLUTION 4197 : AT&T at PSB)

TENANT ACKNOWLEDGEMENT

STATE OF _____)
) SS.
 COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of AT&T Mobility Corporation, the Manager of **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.



 (Signature of Notary)

 (Legibly Print or Stamp Name of Notary)
 Notary Public in and for the State of

 My appointment expires: _____

Attachment: AT&T Second Lease Amendment (RESOLUTION 4197 : AT&T at PSB)

Attachment 1

First Amendment to Memorandum of License

Document Number	FIRST AMENDMENT TO MEMORANDUM OF LICENSE	Document Title
THIS DOCUMENT PREPARED BY, and WHEN RECORDED RETURN TO: Catherine Abejar, Lease Processing (469) 965-9850 MD7, LLC 950 W. Bethany Drive, Suite 700 Allen, TX 75013		
Parcel ID Number:		
14-050-02-010.04/ 14-050-02-010.01		SPACE ABOVE FOR RECORDER'S USE

Re: Cell Site #: WI1089
 Cell Site Name: Mequon Public Safety Bldg (WI)
 Fixed Asset Number: 10080295
 State: WI
 County: Ozaukee

FIRST AMENDMENT TO MEMORANDUM OF LICENSE

This First Amendment to Memorandum of License is entered into on this ____ day of _____, 202__, by and between City of Mequon, a Wisconsin Municipal Corporation, successor in interest to , having a mailing address of 11333 North Cedarburg 60W, Mequon, WI 53092 ("**Owner**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor by merger to TeleCorp Realty, L.L.C., a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

1. Owner and Tenant entered into a certain License Agreement dated September 24, 1999, as amended by that certain Estoppel and Consent Certificate and License Amendment dated August 8, 2000, and as further amended by that certain Second Amendment to License Agreement dated _____, 202__ (collectively, the "**License**") for the purpose of installing, operating and maintaining a communications facility and other improvements. A Memorandum of License reflecting the License was recorded on March 22, 2000, as Document No. 653388, at Volume 1233, Pages 636 to 638, in the public records of Ozaukee County, State of Wisconsin.
2. The parties have agreed, commencing on November 21, 2024, to add five (5) successive periods of five (5) years each upon the same terms and conditions of the License.

3. The portion of the land being leased to Tenant (the “**Premises**”) is described in **Exhibit 1** annexed hereto.
4. This First Amendment to Memorandum of License is not intended to amend or modify and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the License, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this First Amendment to Memorandum of License and the provisions of the License, the provisions of the License shall control. The License shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the License.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

Attachment: AT&T Second Lease Amendment (RESOLUTION 4197 : AT&T at PSB)

IN WITNESS WHEREOF, the parties have executed this First Amendment to Memorandum of License as of the day and year first above written.

OWNER:
City of Mequon,
a Wisconsin Municipal Corporation

TENANT:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

Attachment: AT&T Second Lease Amendment (RESOLUTION 4197 : AT&T at PSB)

OWNER ACKNOWLEDGEMENT

STATE OF _____)

_____)

COUNTY OF _____)

I CERTIFY that on _____, 202__,
 _____ [name of representative] personally came before me and
 acknowledged under oath that he or she:

- (a) is the _____ [title] of **City of Mequon, a Wisconsin Municipal Corporation**, the corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the corporation.

Notary Public: _____

My Commission Expires: _____

Attachment: AT&T Second Lease Amendment (RESOLUTION 4197 : AT&T at PSB)

TENANT ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of AT&T Mobility Corporation, the Manager of **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.

Notary Seal

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

My appointment expires: _____

Attachment: AT&T Second Lease Amendment (RESOLUTION 4197 : AT&T at PSB)

Exhibit 1 to First Amendment to Memorandum of License

Legal Description

Street Address: 11300 North Buntrock Avenue, Mequon, WI 53092

Parcel #: 14-050-02-010.04/ 14-050-02-010.01

That certain Premises (and access and utility easements) on a portion of the real property described as follows:

THAT PART OF THE FOLLOWING DESCRIBED LAND:

PARCEL 1:

A PARCEL OF LAND LOCATED IN THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, IN TOWNSHIP 9 NORTH, OF RANGE 21 EAST, IN THE CITY OF MEQUON, COUNTY OF OZAUKEE, AND STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE CORNERSTONE AT THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE DUE WEST ON THE SOUTH LINE OF THE SOUTHEAST 1/4 SECTION 983.42 FEET; THENCE NORTH 0° 8' EAST 443.50 FEET TO THE PLACE OF BEGINNING; THENCE NORTH 0° 8' EAST 43 FEET; THENCE DUE EAST 160.50 FEET TO A POINT IN THE WEST BOUNDARY LINES OF THE CHICAGO, MILWAUKEE, ST. PAUL, AND PACIFIC RAILROAD COMPANY, THENCE SOUTHEASTERLY ON A CURVED LINE ALONG THE RAILROAD BOUNDARY 43.27 FEET ON A CHORD HAVING A BEARING SOUTH 6° 26' EAST, THENCE DUE WEST 165.42 FEET TO THE PLACE OF BEGINNING; BEING A PART OF LOT 2, BLOCK 2, ASSESSOR'S PLAT, CITY OF MEQUON.

AND

A PARCEL OF LAND LOCATED IN THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE CORNER STONE AT THE SOUTHEAST CORNER OF SAID SECTION 22, THENCE DUE WEST 1534.83 FEET ON THE SOUTH LINE OF THE SOUTHEAST 1/4 TO A POINT; THENCE NORTH 0° 45' EAST 258.17 FEET ALONG THE EAST LINE OF WILSON AVENUE TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE CONTINUING NORTH 0° 45' EAST 212 FEET ALONG THE EAST LINE OF WILSON AVENUE TO A POINT; THENCE DUE EAST 375.25 FEET TO A POINT; THENCE NORTH 0° 45' EAST 116 FEET TO A POINT; THENCE DUE EAST 320.50 FEET TO A POINT IN THE WEST BOUNDARY LINE OF THE C.M.ST.P. & P.R.R. RIGHT OF WAY; THENCE SOUTHEASTERLY ON A CURVED LINE ALONG THE SAID RAILROAD RIGHT OF WAY BOUNDARY 100 FEET TO A CHORD, (BEARING SOUTH 5° 31' EAST); THENCE DUE WEST 160.50 FEET TO A POINT; THENCE SOUTH 0° 08' WEST 228.25 FEET TO A POINT; THENCE DUE WEST 548.75 FEET THE PLACE OF BEGINNING.

AND

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE CORNER STONE AT THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE DUE WEST 983.42 FEET ON THE SOUTH LINE OF SOUTHEAST 1/4 TO THE PLACE OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE CONTINUING DUE WEST 222.50 FEET TO A POINT; THENCE N. 0° 07' E. 258.25 FEET TO A POINT; THENCE DUE EAST 222.58 FEET TO A POINT; THENCE S. 0° 08' W. 258.25 FEET TO THE PLACE OF BEGINNING, TOGETHER WITH AN EASEMENT FOR DRIVEWAY PURPOSES OVER AND UPON THE EXISTING DRIVEWAY RUNNING IN A NORTH-SOUTH DIRECTION ALONG AND ADJACENT TO THE EAST BOUNDARY LINE OF THE ABOVE DESCRIBED PREMISES, AND WHICH DRIVEWAY IS DESCRIBED AS A STRIP OF LAND 20 FEET IN WIDTH EXTENDING FROM THE MEQUON ROAD ON THE SOUTH AND ALONG SAID EAST BOUNDARY LINE OF SAID ABOVE DESCRIBED PREMISES IN A NORTHERLY DIRECTION TO A POINT WHICH IS 25 FEET NORTH OF THE NORTH WALL OF THE GARAGE STRUCTURE NOW SITUATED ON SAID ABOVE DESCRIBED PREMISES, OR A DISTANCE OF 283.25 FEET NORTH OF THE MEQUON ROAD. BEING PARTS OF LOT 1 & 2 BLK 2 ASSESSORS PLAT, CITY OF MEQUON.

AND

THE FOLLOWING BEING A PART OF LOT 1 BLOCK 2, ASSESSOR'S PLAT, A PARCEL OF LAND LOCATED IN THE SOUTH ONE-HALF (1/2) OF THE SOUTHEAST 1/4 OF SECTION 22, IN TOWNSHIP 9 NORTH, RANGE 21 EAST, IN THE CITY OF

MEQUON, COUNTY OF OZAUKEE AND STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHEAST CORNER STONE OF SAID SECTION 22; THENCE DUE WEST ALONG THE SOUTH
 LINE OF THE SOUTH EAST 1/4, 1205.92 FEET TO THE PLACE OF BEGINNING OF THE LAND TO BE DESCRIBED;
 THENCE NORTH 0° 07' EAST 258.25 FEET TO A POINT; THENCE DUE WEST 119.34 FEET TO A POINT; THENCE SOUTH
 0° 45' WEST 258.17 FEET TO A POINT; THENCE DUE EAST 122.08 FEET ALONG THE SOUTH LINE OF THE SOUTH EAST
 1/4 TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM LANDS CONVEYED IN DEED BY CORPORATION
 RECORDED DECEMBER 30, 1987 IN VOLUME 606, PAGE 849, AS DOCUMENT NO. 398182,

AND

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, IN TOWNSHIP 9
 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, COUNTY OF OZAUKEE AND STATE OF WISCONSIN, BOUNDED
 AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER STONE OF SAID SECTION 22; THENCE
 DUE WEST 1328 FEET ON THE SOUTH LINE OF THE SOUTH EAST 1/4 TO THE PLACE OF BEGINNING OF THE LAND TO
 BE DESCRIBED; THENCE CONTINUING DUE WEST 206.83 FEET ON THE SOUTH LINE OF THE SOUTHEAST 1/4 TO A
 POINT; THENCE NORTH 0°45' EAST 258.17 FEET ALONG THE EAST LINE OF WILSON AVENUE TO A POINT; THENCE
 DUE EAST 206.83 FEET TO A POINT; THENCE SOUTH 0° 45' WEST 258.17 FEET TO THE PLACE OF BEGINNING,
 EXCEPTING THEREFROM LANDS CONVEYED IN DEED BY CORPORATION RECORDED DECEMBER 30, 1987 IN
 VOLUME 606, PAGE 849, AS DOCUMENT NO. 398182,

AND

THAT PART OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 21 EAST, IN
 THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING
 AT THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4, THENCE DUE WEST 1534.83 FEET ALONG THE SOUTH LINE
 OF SAID SOUTHEAST 1/4, THENCE NORTH 0 DEGREE 45 MINUTES EAST 470.17 FEET ALONG THE EAST BOUNDARY
 LINE OF NORTH BUNTROCK AVENUE FORMERLY NAMED NORTH WILSON AVENUE TO THE POINT OF BEGINNING;
 THENCE CONTINUING NORTH 0 DEGREE 45 MINUTES EAST 345.97 FEET ALONG SAID LINE TO A POINT; THENCE
 NORTH 89 DEGREES 54 MINUTES EAST 487.54 FEET, THENCE NORTH 0 DEGREE 06 MINUTES WEST 179.98 FEET,
 THENCE SOUTH 89 DEGREES 54 MINUTES WEST 484.87 FEET, THENCE NORTH 0 DEGREE 45 MINUTES EAST 175.04
 FEET ALONG THE EAST BOUNDARY LINE OF NORTH BUNTROCK AVENUE TO A POINT, THENCE NORTH 89 DEGREE
 54 MINUTES EAST 703.27 FEET, MORE OR LESS, ON A LINE PARALLEL TO THE SOUTH LINE OF DIVISION STREET AND
 SOUTH 0 DEGREE 45 MINUTES WEST 170.00 FEET THERETO TO A POINT IN THE WESTERLY CURVED BOUNDARY
 LINE, SAID POINT BEING WEST 49.80 FEET FROM THE CENTERLINE OF THE MAIN LINE TRACKS OF THE C.M. ST. P &
 P. R.R. RIGHT OF WAY, THENCE SOUTHERLY ALONG SAID CURVED WESTERLY BOUNDARY OF SAID RAILROAD RIGHT
 OF WAY, 588.00 FEET, MORE OR LESS, (LONG CHORD SOUTH 1 DEGREE 31 MINUTES WEST 586.39 FEET) TO A
 POINT, WEST 50.40 FEET FROM THE CENTERLINE OF THE MAIN LINE TRACKS, THENCE WEST 320.40 FEET, THENCE
 SOUTH 0 DEGREE 45 MINUTES WEST 116.00 FEET, THENCE WEST 375.00 FEET TO THE POINT OF BEGINNING. THE
 ABOVE-DESCRIBED PREMISES IS A PART OF LOT 2, BLOCK 2 OF ASSESSOR'S PLAT OF THE CITY OF MEQUON.

AS SURVEYED AND DESCRIBED TO BE KNOWN AS:

LOTS 2, 3 AND OUTLOT 1 IN CERTIFIED SURVEY MAP NO. 4007, RECORDED IN THE OFFICE OF THE REGISTER OF
 DEEDS FOR OZAUKEE COUNTY WISCONSIN ON NOVEMBER 1, 2017, AS DOCUMENT NO. 1056965, BEING A
 DIVISION OF LOT 1 AND PART OF LOT 2, BLOCK 2 OF THE ASSESSOR'S PLAT AND PART OF BLOCK 5 AND BLOCK 8 OF
 THIENSVILLE REALTY COMPANY SUBDIVISION, BEING A PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF
 THE SOUTHEAST 1/4 OF SECTION 22, TOWN 9 NORTH, RANGE 21 EAST, CITY OF MEQUON, OZAUKEE COUNTY,
 WISCONSIN.

Attachment: AT&T Second Lease Amendment (RESOLUTION 4197 : AT&T at PSB)

PARCEL 2:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, COUNTY OF OZAUKEE AND STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER STONE OF SAID SECTION 22; THENCE DUE WEST ALONG THE SOUTH LINE OF THE SOUTHEAST ¼ 723 FEET TO A POINT IN THE WEST LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD RIGHT-OF-WAY, BEING THE PLACE OF BEGINNING; THENCE DUE WEST ALONG THE SOUTH LINE OF THE SOUTHEAST ¼, 260.42 FEET; THENCE NORTH 0°08. EAST 443.50 FEET; THENCE DUE EAST 165.42 FEET TO A POINT IN THE WEST LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD RIGHT-OF-WAY; THENCE SOUTHEASTERLY ON A CURVE ALONG THE WEST LINE OF THE RAILROAD RIGHT-OF-WAY, THE LONG CHORD OF WHICH BEARS SOUTH 11°58. EAST 453.35 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART CONVEYED IN DEED BY CORPORATION TO THE STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION RECORDED ON JUNE 13, 1980 AS DOCUMENT NO. 403920 FOR HIGHWAY PURPOSES.

APN: Part of 14-050-02-01-001 (Parcel 1) and 14-050-02-02-001 (Parcel 2)

[end of page]

Attachment: AT&T Second Lease Amendment (RESOLUTION 4197 : AT&T at PSB)



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

www.cityofmequonwi.gov

Office of Administration

TO: Common Council
FROM: Justin Schoenemann, Assistant City Administrator
DATE: March 31, 2025
SUBJECT: RESOLUTION 4198 A Resolution Awarding a Contract for Replacement of the City-Wide Voice Over Internet Protocol (VOIP) Phone System and Five Years of Service Support to RingCentral of Denver, Colorado, in the Amount of \$86,575

Background

The City of Mequon's current Mitel phone system was acquired in 2014 for \$93,400 and serves all of the City's primary facilities. This eleven-year-old, on-premises system operates with proprietary servers and Mitel Voice Over Internet Protocol (VOIP) phones. Over the past three years, the City's IT Division has implemented software and hardware upgrades to extend its lifespan. However, the system has now reached the end of its serviceable life, as the phone system is experiencing reliability issues that have impacted customer service and system uptime. Additionally, Mitel has discontinued manufacturing replacement parts, requiring the City to source second-hand components from decommissioned systems. Considering these shortcomings, the IT Division initiated a Request for Proposals to identify a suitable replacement. During this process, Mitel Corporation filed for Chapter 11 bankruptcy and announced plans to phase out support for older Mitel phone systems in the coming years, further underscoring the need for an updated phone system solution.

Analysis

With the assistance of TelecomFitness, the City's long-term telecommunications advisor, staff issued a Request-for-Proposals (RFP) in January for replacement of the phone system, with the goal of transitioning from an on-premises system to a hosted phone system to provide increased resiliency and manageability for all City facilities. The new phone system will also support Southern Ozaukee Fire & EMS Department phones in City-owned facilities. In response, the City received six proposals, as outlined below.

Provider	Year One Costs	Ongoing Annual Fee
CESA 6 - 3CX	\$33,221	\$15,277
Crexendo	\$32,931	\$19,326
Net2Phone	\$41,044	\$15,806
RingCentral	\$23,023	\$15,888
GoToConnect	\$26,832	\$17,105
Lisbon Creek Systems - 3CX*	N/A	N/A

*Note: Lisbon Creek Systems proposal did not meet the City's specifications.

After evaluating each phone system providers' RFP responses, RingCentral emerged as the best solution for the City's next phone system. While GoToConnect initially appeared well-suited for the City, further review determined that GoToConnect's proposal included lower-end phones at no additional charge. If the City had opted for the same quality phones as other providers, GoToConnect's pricing would have increased significantly. Other vendors, such as 3CX and Crexendo, required Microsoft license upgrades for Teams integration, which would add approximately \$108 per user, totaling roughly \$10,000 more per year for the City to leverage the full benefits of their solutions. Furthermore, 3CX would require onsite IT support and leave the City's new phone system exposed to some of the same vulnerabilities, such as network outages and geographic challenges, as the current Mitel phone system, leading to system outages. Crexendo, while offering free installation, had inflated licensing costs due to its uniform pricing structure across all user types. Lastly, Net2Phone, while initially appealing, had a limited Teams dialer that restricted call transfers and overpriced phones compared to other proposals.

RingCentral offers the City a cost-effective, fully hosted phone system with seamless Microsoft Teams integration at no additional licensing cost. Unlike competitors, RingCentral provides a robust call recording solution without proprietary storage limitations that could be leveraged in the future to avoid additional capital costs for the Police Department. RingCentral's proposal also eliminates the need for onsite IT support on the backend, and provides scalability for future growth. RingCentral's pricing is transparent, with no hidden fees for essential features like Call Queues and voicemail-only users. Lastly, RingCentral's agreement includes a 30-day money-back guarantee. City Attorney Brian Sajdak has edited the attached services agreement with RingCentral, and a finalized version will be distributed once available.

Fiscal Impact

The proposal presented by RingCentral fully addresses the RFP, demonstrates a complete understanding of the City's scope of requirements, includes a strong client base that serves as a testament to RingCentral's ability to provide a complete solution, and is competitively priced. Adequate funds exist within the IT Division's Capital Account and Operating Budget to support the City's year-one expense. Ongoing annual fees will be supported by a reallocation of funds within the Division's operating budget. SOFD has adequate funding to reimburse the City for its portion of the new phone system expenses, which will be approximately \$2,289 in year one and \$1,218 in subsequent years. If left unchanged for the life of the five-year services agreement, the City's first-year expense will be \$20,734, and annual fees thereafter will be \$14,670. The City will also charge back both Utilities for their portion of the phone system, which is customary for IT equipment and services that support utility operations.

Recommendation

A recommendation is forthcoming from the Finance-Personnel Committee on April 8, 2025.

Attachments:

RingCentral Proposal (PDF)

Services Agreement (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4198

A Resolution Awarding a Contract for Replacement of the City-Wide Voice Over Internet Protocol (VOIP) Phone System and Five Years of Service Support to RingCentral of Denver, Colorado, in the Amount of \$86,575

RECITALS

A. The City of Mequon's eleven-year-old phone Mitel phone system has reached end of life and can no longer fulfill the organization's requirements.

B. Staff issued a Request for Proposals for a replacement Voice Over IP phone system and installation services.

C. The proposals were received and reviewed by the City, and five of six providers were interviewed by City representatives.

D. Following that process, it is recommended that a contract award for the installation and ongoing services be made to RingCentral of Denver, Colorado, in the amount of \$56,491, which represents the proposal that is in the City's best interests.

E. The Finance-Personnel Committee approved staff's recommendation at its meeting on April 8, 2025.

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

1. The Agreement with the RingCentral of Denver, Colorado, for installation of a Voice Over IP phone system and five years of related support in the form attached hereto 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: April 8, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 8, 2025.

Caroline Fochs, City Clerk

Budgetary Quote

Prepared for:

City of Mequon

Quote Name: City of Mequon
 Quote Creation Date: February 27th, 2025
 Quote Expiration Date: April 26th, 2025
 Estimated Contract Start Date:
 Initial Term: 60 Months
 Renewal Term: 12 Months
 Currency: USD
 Payment Plan: Annual

RingEX™ Services

Recurring Services			
Summary of Service	Qty	Rate	Subtotal
DigitalLine Unlimited Advanced	81	\$120.00	\$9,720.00
DigitalLine Basic	13	\$84.00	\$1,092.00
Recurring Fees			
Summary of Service	Qty	Rate	Subtotal
e911 Service Fee	94	\$12.00	\$1,128.00
Compliance and Administrative Cost Recovery Fee	94	\$42.00	\$3,948.00
Recurring Fees Total			\$15,888.00
Total Annual Recurring Services and fees			\$15,888.00

One-Time Items			
Summary of Item(s)	Qty	Rate	Subtotal
Yealink T54W	94	\$68.40	\$6,429.60
Build per Site	1	\$1,207.00	\$1,207.00
Build per User	94	\$60.35	\$5,672.90
Training: RingCentral Admin Basics and End User Basics	1	\$680.00	\$680.00
One-Time Items			\$13,989.50



RingCentral Inc., 20 Davis Drive, Belmont, CA 94002, United States

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One-Time Items				9.b.a
Summary of Item(s)	Qty	Rate	Subtotal	
One-Time Items Total			\$13,989.50	
Annual Recurring Services including Fees			\$15,888.00	
One-Time Items Total including Fees			\$13,989.50	
Total Amount*			\$29,877.50	

*Amounts are exclusive of applicable Taxes, Fees, and Shipping Charges.

"RingCentral Office" and "RingCentral MVP" are now "RingEX™". All references to "RingCentral Office" and "RingCentral MVP", whether in the Agreement or its attachments, Order Forms or descriptions, mean "RingEX™".

Promotional credit - One-time credit of \$6,855 (5 months of service) applied to first invoice

Attachment: RingCentral Proposal (RESOLUTION 4198 : Phone System Replacement)



RingCentral Inc., 20 Davis Drive, Belmont, CA 94002, United States

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MASTER SERVICES AGREEMENT

This Master Services Agreement is effective as of the date of last signature (“**Effective Date**”) and made between:

City of Mequon (“Customer”)

RingCentral, Inc. (“RingCentral”)

Address:

11333 N. Cedarburg Road
Mequon, WI 53092

Address:

20 Davis Drive
Belmont, CA 94002

By: _____

By: _____

Name: _____

Name: Andrew Varasano

Title: _____

Title: Area VP Public Sector Sales

Date: _____

Date: _____

RingCentral and Customer are together referred to as the “Parties” and each individually as a “Party.”

1. The Master Services Agreement (“**Agreement**”) consists of the terms and conditions contained herein, and any Service Attachments applicable to Customer’s Services, and any other Attachments agreed by the Parties, are incorporated into and form a part of this Agreement.

Exhibit A – Definitions

Attachment A – RingEX Services

THE PARTIES AGREE AS FOLLOWS:

2. Ordering and Term

- A. **Ordering Services.** Customer may order the Services set forth in the relevant Attachments, attached hereto, by executing an Order Form in the format provided by RingCentral. Customer must submit the Order Form to RingCentral either in writing or electronically via the Administrative Portal. The Order Form will identify the Services requested by Customer together with: (i) the price for each Service; (ii) scheduled Start Date; (iii) and products rented, licensed, or sold to Customer, if any. An Order Form will become binding when it is executed by the Customer and accepted by RingCentral. RingCentral may accept an Order Form by commencing performance of the requested Services. The Services and invoicing for those Services will begin on the Start Date, as identified in the applicable Order Form or on the day Services are ordered via the Administrative Portal. Customer may purchase additional Services, software, and equipment via the Administrative Portal or by executing additional Order Forms.
- B. **Equipment.** Subject to availability based on brand and Customer location, Customer may purchase or rent equipment from RingCentral for use with the Services. The terms and conditions that govern any such transaction can be found at:
 - i. Purchase: <http://www.ringcentral.com/legal/ringcentral-hardware-terms-conditions.html>;
 - ii. Rental: <http://www.ringcentral.com/legal/lease-rental.html>, and
 - iii. Device as a Services: <https://www.ringcentral.com/legal/daas-agreement.html>.
- C. **Term of this Agreement.** The Term of this Agreement will commence on the Effective Date and continue until the last Order Form is terminated or expires, unless terminated earlier in accordance with its terms.
- D. **Services Term.** The Services Term will begin on the Start Date of the initial Order Form and continue for the initial term set forth in the initial Order Form (“**Initial Term**”). Upon expiration of the Initial Term, unless otherwise set forth in the Order Form, the term recurring Services will automatically renew for successive periods as set forth in the initial Order Form (each a “**Renewal Term**”) unless either Party gives notice of non-renewal at least thirty (30) days before the expiration of the Initial Term or the

then-current Renewal Term. The Term of any recurring Services added to your Account after the initial Order Form is executed will start on the Start Date in the applicable Order Form, will run coterminously with the then-current Term of any preexisting Services unless otherwise extended in the applicable Order Form, and will be invoiced on the same billing cycles as the preexisting Services.

3. Invoicing and Payment

- A. Prices and Charges.** All prices are identified in US dollars on the Administrative Portal or in the applicable Order Form unless otherwise agreed by the Parties. Additional charges may result if Customer activates additional features, exceeds usage thresholds, or purchases additional Services or equipment. Customer will be liable for all charges resulting from use of the Services on its Account. Unless otherwise agreed between the Parties, recurring charges (such as charges for Digital Lines, product licenses, minute bundles, and equipment rental fees) for the Services begin on the Start Date identified in the Administrative Portal or in the applicable Order Form and will remain in effect for the Initial Term (as described in an Order Form) or, if applicable, the then-current Renewal Term. RingCentral will provide notice of any proposed increase in such charges no later than sixty (60) days before the end of the Initial Term or then-current Renewal Term, and any such increase will be effective on the first day of the next Renewal Term. Administrative Fees that RingCentral is entitled to pass on to its customers as a surcharge pursuant to applicable Law may be increased on thirty (30) days' written notice. Outbound calling rates will be applied based on the rate in effect at the time of use. Customer may locate the currently effective rates in the Administrative Portal.
- B. Invoicing and Payment.** Invoices will be issued in accordance with the payment terms set forth in the Order Form. If Customer chooses to pay by credit or debit card, by providing a valid credit or debit card, Customer is expressly authorizing all Services and equipment charges and fees to be charged to such payment card, including recurring payments billed on a monthly or annual basis. In addition, Customer's provided credit card shall be used for any in-month purchases of additional services and products, or where Customer has exceeded usage or threshold limits, any overage charges. Unless otherwise stated in the applicable Order Form, recurring charges are invoiced in advance in the frequency set forth in the Order Form, and usage-based and onetime charges are billed monthly in arrears. Customer shall make payment in full, without deduction or set-off, within thirty (30) days of the invoice date. Any payment not made when due may be subject to a late payment fee equivalent to the lesser of (i) one and a half percent (1.5%) per month or (ii) if applicable, the highest rate allowed by Law. In no event may payment be subject to delays due to Customer internal purchase order process.
- C. Taxes.** All rates, fees, and charges are exclusive of applicable Taxes, for which Customer is solely responsible. Taxes may vary based on jurisdiction and the Services provided. If any withholding tax is levied on the payments, then Customer must increase the sums paid to RingCentral so that the amount received by RingCentral after the withholding tax is deducted is the full amount RingCentral would have received if no withholding or deduction had been made. If Customer is a tax-exempt entity, tax exemption will take effect upon provision to and validation by RingCentral of certificate of tax exemption.
- D. Billing Disputes.** If a Customer reasonably and in good faith disputes any portion of RingCentral's invoice, it must provide written notice to RingCentral within thirty (30) days of the invoice date, identifying the reason for the dispute and the amount being disputed. Customer's dispute as to any portion of the invoice will not excuse Customer's obligation to timely pay the undisputed portion of the invoice. Upon resolution, Customer must pay any validly invoiced unpaid amounts within thirty (30) days. Any amounts that are found to be in error resulting in an overpayment by the Customer will be applied as a billing credit against future invoices. Customer will be reimbursed any outstanding billing credits at the expiration or termination of this Agreement.

4. Provision of the Service

- A. General Terms.** RingCentral will provide the Services as described in the relevant Service Attachment. RingCentral may enhance, replace, and/or change the features of the Services, but it will not materially reduce the core features, functions, or security of the Services during the Term without Customer's consent.
- B. Customer Care**
 - i. Customer must provide Helpdesk Support to Customer's End Users. RingCentral may require Customer's Helpdesk Support personnel to complete a designated series of training courses on RingCentral's Services. Such training will be provided to Customer online in English at no cost.
 - ii. RingCentral will make remote support available to Customer's Helpdesk Support personnel and/or Account Administrators via the Customer Care call center, which will be available 24/7, to attempt to resolve technical issues with, and answer questions regarding the use of the Services. Unless otherwise agreed by the parties, Customer Care support will be provided in English, and onsite and implementation services are not included in the Customer Care support.
 - iii. Customer may open a case with Customer Care following the process in place at the time. Any individual contacting Customer Care on behalf of Customer must be authorized to do so on behalf of the Account and will be required to follow applicable authentication protocols.
- C. Professional Services.** RingCentral offers a broad portfolio of professional services that includes onsite and remote implementation services; extended enterprise services including premium technical support; and consulting. Any such services are governed by this Agreement, the Professional Services terms, and any applicable Statement of Work (SOW), which may be attached hereto.

attached hereto as Attachment A

written

incorporated into this Agreement at the time Customer adds such Professional Services to its level of service.

- D. **Advanced Support.** Customer may purchase Advanced Support services from RingCentral for use with the Services. The terms and conditions that govern the Advanced Support can be found at: <https://www.ringcentral.com/legal/enterprise-service-attachment.html>.
- E. **Managed Services.** Customer may purchase Managed Services from RingCentral for use with the Services. The terms and conditions that govern the Managed Services can be found at: <https://www.ringcentral.com/legal/managed-services-attachment.html>.
- F. **Subcontracting.** RingCentral may provide any of the Services hereunder through any of its Affiliates or subcontractors, provided that RingCentral will bear the same degree of responsibility for acts and omissions for those subcontractors acting on RingCentral's behalf in the performance of its obligations under this Agreement as it would bear if such acts and omissions were performed by RingCentral directly.

5. Use of the Service

- A. **Service Requirements.** The Services are dependent upon Customer's maintenance of sufficient Internet access, networks, and power as set forth in RingCentral's Technical Sufficiency Criteria, available at <https://www.ringcentral.com/legal/policies/technical-sufficiency-criteria.html>. RingCentral will not be responsible for any deficiencies in the provision of the Services if Customer's network does not meet RingCentral's Technical Sufficiency Criteria.
- B. **Use Policies.** Customer and its End Users may use the Services only in compliance with this Agreement, applicable Law, and the Use Policies referenced below, which are incorporated into and form part of this Agreement. Customer must ensure that its End Users comply with the Use Policies. Any breach of this Section (Use Policies) will be deemed a material breach of this Agreement. RingCentral may update the Use Policies from time to time and will provide notice of material updates to Customer at the email address on file with the Account. All updates will become effective thirty (30) days after such notice to Customer or upon posting for non-material changes. Customer may object to a modification that negatively impacts its use of the Service by sending written notice ("Objection Notice") to RingCentral within thirty (30) days from the date of the notice of modification. If the Parties cannot reach agreement, then either Party may terminate the affected Services without penalty with thirty (30) days written notice to the other Party.
 - i. **Acceptable Use Policy.** The Services must be used in accordance with RingCentral's Acceptable Use Policy, available at <https://www.ringcentral.com/legal/acceptable-use-policy.html>. Notwithstanding anything to the contrary in this Agreement, RingCentral may act immediately and without notice to suspend or limit the Services if RingCentral reasonably suspects fraudulent or illegal activity in the Customer's Account, material breach of the Acceptable Use Policy, or use of the Services that could interfere with the functioning of the RingCentral Network provided such suspension or limitation may only be to the extent reasonably necessary to protect against the applicable condition, activity, or use. RingCentral will promptly remove the suspension or limitation as soon as the condition, activity or use is resolved and mitigated in full. If Customer anticipates legitimate but unusual activity on its Account, Customer should contact Customer Care in advance to avoid any Service disruption.
 - ii. **Emergency Services.** RingCentral's policy governing the provision of emergency services accessed via the Services is available at <https://www.ringcentral.com/legal/emergency-services.html>.
 - iii. **Numbering Policy.** The provision, use, and publication of numbers used in conjunction with the Services are governed by RingCentral's Numbering Policies, available at <https://www.ringcentral.com/legal/policies/numbering-policy.html>.

6. Termination

- A. **Termination for Cause.** Either Party may terminate this Agreement and any Services purchased hereunder in whole or part by giving written notice to the other Party: i) if the other Party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of such notice; ii) at the written recommendation of a government or regulatory agency following a change in either applicable Law or the Services; or iii) upon the commencement by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings or an assignment for the benefit of creditors.
- B. **Effect of Termination.** If Customer terminates the Services, a portion of the Services, or this Agreement in its entirety due to RingCentral's material breach under Section 6(A) (Termination for Cause), Customer will not be liable for any fees or charges for terminated Services for any period subsequent to the effective date of such termination (except those arising from continued usage before the Services are disconnected), and RingCentral will provide Customer a pro-rata refund of any prepaid and unused fees or charges paid by Customer for terminated Services. If this Agreement or any Services are terminated for any reason other than as a result of a material breach by RingCentral or as otherwise permitted pursuant to Section 6(A) or as set forth in Section 14(I) (Regulatory and Legal Changes) the Customer must, to the extent permitted by applicable Law and without limiting any other right or remedy of RingCentral, pay within thirty (30) days of such termination all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services for the remainder of the then-current Term plus related Taxes and fees.

7. Intellectual Property

A. Limited License

- i. Subject to, and conditional upon Customer's compliance with, the terms of this Agreement, RingCentral grants to Customer and its End User, a limited, personal, revocable, non-exclusive, non-transferable (other than as permitted under this Agreement), non-sublicensable license to use any software provided or made available by RingCentral to the Customer as part of the Services ("Software") to the extent reasonably required to use the Services as permitted by this Agreement,

only for the duration that Customer is entitled to use the Services and subject to the Customer being current on its payment obligations.

- ii. Customer will not, and will not allow its End Users, to: (a) sublicense, resell, distribute or assign its right under the license granted under this Agreement to any other person or entity; (b) modify, adapt or create derivative works of the Software or any associated documentation; (c) reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software; (d) use the Software for infringement analysis, benchmarking, or for any purpose other than as necessary to use the Services Customer is authorized to use; (e) create any competing Software or Services; or (f) remove any copyright or other proprietary or confidential notices on any Software or Services.

B. IP Rights

- i. **RingCentral's Rights.** Except as expressly provided in this Agreement, the limited license granted to Customer under Section 7(A) (Limited License) does not convey any ownership or other rights or licenses, express or implied, in the Services (including the Software), any related materials, or in any Intellectual Property and no IP Rights or other rights or licenses are granted, transferred, or assigned to Customer, any End User, or any other party by implication, estoppel, or otherwise. All rights not expressly granted herein are reserved and retained by RingCentral and its licensors. The Software and Services may comprise or incorporate services, software, technology, or products developed or provided by third parties, including open-source software or code. Customer acknowledges that misuse of RingCentral Services may violate third-party IP rights.
- ii. **Customer Rights.** As between RingCentral and Customer, Customer retains title to all IP Rights that are owned by the Customer or its suppliers. To the extent reasonably required or desirable for the provision of the Services, Customer grants to RingCentral a limited, personal, non-exclusive, royalty-free, license to use Customer's IP Rights in the same. Customer must provide (and is solely responsible for providing) all required notices and obtaining all licenses, consents, authorizations, or other approvals related to the use, reproduction, transmission, or receipt of any Customer Content that includes personal or Confidential Information or incorporates any third-party IP rights.

- C. **Use of Marks.** Neither Party may use or display the other Party's trademarks, service mark or logos in any manner without such Party's prior written consent.

8. Confidentiality

- A. **Restrictions on Use or Disclosures by Either Party.** During the Term of this Agreement and for at least one (1) year thereafter, the Receiving Party shall hold the Disclosing Party's Confidential Information in confidence, shall use such Confidential Information only for the purpose of fulfilling its obligations under this Agreement, and shall use at least as great a standard of care in protecting the Confidential Information as it uses to protect its own Confidential Information.

Each Party may disclose Confidential Information only to those of its employees, agents or subcontractors who have a need to it in order to perform or exercise such Party's rights or obligations under this Agreement and who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement. Each Party may disclose the other Party's Confidential Information in any legal proceeding or to a governmental entity as required by Law.

These restrictions on the use or disclosure of Confidential Information do not apply to any information which is independently developed by the Receiving Party or lawfully received free of restriction from another source having the right to so furnish such information; after it has become generally available to the public without breach of this Agreement by the Receiving Party; which at the time of disclosure was already known to the Receiving Party, without restriction as evidenced by documentation in such Party's possession; or which the Disclosing Party confirms in writing is free of such restrictions.

Upon termination of this Agreement, the Receiving Party will promptly delete, destroy or, at the Disclosing Party's request, return to the Disclosing Party, all Disclosing Party's Confidential Information in its possession, including deleting or rendering unusable all electronic files and data that contain Confidential Information, and upon request will provide the Disclosing Party with certification of compliance with this subsection.

9. Data Protection

- A. **Data Privacy.** RingCentral respects Customer's privacy and will only use the information provided by Customer to RingCentral or collected in the provision of the Services in accordance with RingCentral's Data Processing Addendum, available at <https://www.ringcentral.com/legal/dpa.html>, incorporated by reference. RingCentral may update the Data Processing Addendum from time to time and will provide notice of any material updates to the Customer as required by applicable Laws at the email address on file with the Account. Such updates will be effective thirty (30) days after such notice to Customer.
- B. **Data Security.** RingCentral will take commercially reasonable precautions, including, without limitation, technical (e.g., firewalls and data encryption), organizational, administrative, and physical measures, to help safeguard Customer's Account, Account Data, and Customer Content against unauthorized use, disclosure, or modification. Customer must protect all End Points using commercially reasonable security measures. Customer is solely responsible to keep all user identifications and passwords secure. Customer must monitor use of the Services for possible unlawful or fraudulent use. Customer must notify RingCentral immediately if Customer becomes aware or has reason to believe that the Services are being used fraudulently or without authorization by any End User or third party. Failure to notify RingCentral may result in the suspension or termination of the Services and additional charges to Customer resulting from such use. RingCentral will not be liable for any charges resulting from unauthorized use of Customer's Account.
- C. **Software Changes.** RingCentral may from time-to-time push software updates and patches directly to Customer's device(s) for

installation and Customer will not prevent RingCentral from doing so. Customer must implement promptly all fixes, updates, upgrades and replacements of software and third-party software that may be provided by RingCentral. RingCentral will not be liable for inoperability of the Services or any other Services failures due to failure of Customer to timely implement the required changes.

10. Limitations of Liability

A. Excluded Damages

IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES OR ITS OR THEIR SUPPLIERS BE LIABLE FOR (1) INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; (2) LOSS OF USE OR LOSS OF DATA; (3) LOSS OF BUSINESS OPPORTUNITIES, REVENUES OR PROFITS; OR (4) COSTS OF PROCURING REPLACEMENT PRODUCTS OR SERVICES, IN ALL CASES WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER THEORY OF LIABILITY, AND EVEN IF SUCH PARTY HAS BEEN INFORMED IN ADVANCE OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

B. Liability Caps

EXCEPT AS SET FORTH HEREIN, THE TOTAL CUMULATIVE LIABILITY OF THE PARTIES UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS ~~PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE PREVIOUS SIX (6) MONTHS~~. LIMITATIONS UNDER THIS SECTION (LIABILITY CAPS) WILL NOT APPLY TO:

- i. FEES OWED BY CUSTOMER
- ii. EITHER PARTY'S LIABILITY FOR INFRINGEMENT OF THE OTHER PARTY'S IP RIGHTS
- iii. EITHER PARTY'S LIABILITY RESULTING FROM GROSS NEGLIGENCE, FRAUD, OR WILLFUL OR CRIMINAL MISCONDUCT
- iv. CUSTOMER'S LIABILITY RESULTING FROM USE OF THE SERVICES IN BREACH OF THE ACCEPTABLE USE POLICY OR EMERGENCY SERVICES POLICY
- v. EITHER PARTY'S LIABILITY ARISING FROM DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, OR FOR ANY OTHER LIABILITY WHICH MAY NOT BE RESTRICTED, LIMITED, OR EXCLUDED PURSUANT TO APPLICABLE LAW.

OF THE POLICY LIMITS OF ANY APPLICABLE INSURANCE POLICY/POLICIES COVERING THE LOSS

11. Indemnification

A. Indemnification by RingCentral

- i. RingCentral shall indemnify and hold harmless the Customer and its Affiliates for Indemnifiable Amounts, and shall defend any third-party claims or causes of action (a "Third Party Claim") to the extent such Third Party Claim arises out of or alleges that:
 - a. The Services, as provided by RingCentral, infringe or misappropriate the patent, copyright, trademark, or trade secret rights of a third party.
- ii. RingCentral will have no obligations under subsection (i) above to the extent the Third Party Claim arises from: (a) use of the Services in combination with data, software, hardware, equipment, or technology not provided or authorized by RingCentral in writing unless any of the foregoing are necessary for the proper operation of the Services; (b) modifications to the Services not made by RingCentral; (c) Customer Content; (d) failure to promptly install any updates of any software or firmware or accept or use any modified or replacement items provided free of charge by or on behalf of RingCentral; (e) breach of the Agreement; or (f) a Third Party Claim brought by Customer's Affiliate, successor, or assignee.
- iii. If such a Third-Party Claim is made or appears possible, Customer agrees to permit RingCentral, at RingCentral's sole discretion and expense, to (a) modify or replace the Services, or component or part thereof, to make it non-infringing or (b) obtain the right for Customer to continue to use the Services. If RingCentral determines that neither alternative is commercially reasonable, RingCentral may terminate this Agreement in its entirety or with respect to the affected Service, component or part (a "Discontinued Component"), effective immediately on written notice to Customer, in which case Customer will not owe any fees or charges relating to the Discontinued Component for any period subsequent to the date of such termination, and will be entitled to receive a refund of any prepaid but unused fees relating to the Discontinued Component. In the event the removal of the Discontinued Component does not substantially affect Customer's use of the Services, the refund or fee abatement pursuant to the foregoing shall be a reasonable portion of the total fees owed by Customer for the Services as a whole based on the significance of the Discontinued Component to the total value of the Services as a whole. RingCentral's obligations under this Sub-Section will be RingCentral's sole and exclusive liability and Customer's sole and exclusive remedies with respect to any actual or alleged intellectual property violations.

- B. **Indemnification by Customer.** Customer shall indemnify, and hold harmless RingCentral and its Affiliates for Indemnifiable Amounts, and shall defend any Third Party Claims arising out of or in connection with: (i) material violation of applicable Law by the Customer, its Affiliates, or their respective End Users in connection with their use of the Services; (ii) use of the Services in breach of the Use Policies; (iii) failure to promptly install any updates of any software or firmware or accept or use modified or replacement items provided free of charge by or on behalf of RingCentral; or (iv) Customer Content.

- C. **Defense and Indemnification Procedures.** Any Party seeking indemnification under this Section 11 (the "Indemnified Party") shall provide the Party from which it seeks such indemnification (the "Indemnifying Party") with the following: (a) prompt written

notice of the Third-Party Claim, (b) sole control over the defense and settlement of the Third-Party Claim, and (c) reasonable information, cooperation, and assistance (at the Indemnifying Party's sole expense except for the value of the time of the Indemnified Party's personnel) in connection with the defense and settlement of the Third-Party Claim. The Indemnified Party's failure to comply with the foregoing obligations will not relieve the Indemnifying Party of its defense or indemnification obligations under this Section 11 (Indemnification) except to the extent that the Indemnifying Party is materially prejudiced by such failure. The Indemnified Party will have the right to participate (but not control), at its own expense, in the defense of such Third-Party Claim, including any related settlement negotiations. No such claim may be settled by the Indemnifying Party without the Indemnified Party's express written consent (not to be unreasonably withheld, conditioned, or delayed) unless such settlement includes a full and complete release of all claims and actions against the Indemnified Party by each party bringing such Third-Party Claim, requires no admission of fault, liability, or guilt by the Indemnified Party, and requires no act by the Indemnified Party other than the payment of a sum of money fully indemnified by the Indemnifying Party.

12. Warranties

- A. RingCentral Warranty.** RingCentral will provide the Services using a commercially reasonable level of skill and care, in material compliance with all applicable Laws and otherwise subject to the terms of this Agreement. To the extent permitted by Law, RingCentral shall pass through to Customer any and all warranties RingCentral receives in connection with equipment provided to Customer by or on behalf of RingCentral.
- B. Customer Warranty.** Customer's and its End Users' use of the Services must always comply with all applicable Laws and this Agreement.
- C. Disclaimer of Warranties.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND RINGCENTRAL MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE, TOGETHER WITH SIMILAR WARRANTIES, WHETHER ARISING UNDER ANY LAW OR OTHERWISE. TO THE EXTENT THAT RINGCENTRAL CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

13. Dispute Resolution

Wisconsin

- A. Governing Law.** Any dispute arising out of or relating to this Agreement shall be governed and construed in accordance with the laws of the State of ~~California~~, without regard to its choice of law rules and the parties agree to submit to the exclusive jurisdiction of, and venue in, the courts in San Francisco, California. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or Customer's use of the products or Services.

~~Any dispute arising out of or relating to this Agreement shall be governed and construed in accordance with the laws of the State of California, without regard to its choice of law rules and the parties agree to submit to the exclusive jurisdiction of, and venue in, the courts in San Francisco, California. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or Customer's use of the products or Services.~~

- B. Good Faith Attempt to Settle Disputes.** In the event of a dispute, each Party shall appoint a duly authorized representative who shall use all reasonable endeavors to resolve in good faith any dispute within reasonable timescales.
- C. Equitable Relief.** Any breach of either Party's IP Rights may cause that Party irreparable harm for which monetary damages will be inadequate and such Party may, in addition to other remedies available at Law or in equity, obtain injunctive relief without the necessity of posting a bond or other security, proof of damages, or similar requirement, in addition to any other relief to which such Party may be entitled under applicable Law.
- D. Limitations.** Except for actions for non-payment or liability arising from Section 11 (Indemnification), no claim, suit, action or proceeding relating to this Agreement may be brought by either Party more than two (2) years after the cause of action has accrued. Any actions, lawsuits, or proceedings must be conducted solely on an individual basis and the Parties expressly waive any right to bring any action, lawsuit or proceeding as a class or collective action, private attorney general action or in any other capacity acting in a representative capacity.

14. Miscellaneous

- A. Relationship of the Parties.** RingCentral and Customer are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between RingCentral and Customer.
- B. Assignment.** Neither Party may assign its rights or obligations under this Agreement or any Order Form without the prior written consent of the other Party, not to be unreasonably withheld or delayed. However, RingCentral may assign the Agreement or any portion thereof and any or all of its rights and obligations thereunder without consent (a) to an Affiliate; (b) as part of, or otherwise in connection with, the transfer or disposition of equity securities representing more than fifty percent (50%) of its voting control; (c) to the successor or surviving entity in connection with a merger, acquisition, or consolidation; or (d) as part of, or otherwise in connection with, the sale or other transfer of one or more of the service(s) under the Agreement or greater than 50% of the principal assets used in connection with the provision such service(s). This Agreement will bind and inure to the benefit of the Parties, and their permitted assigns and successors.
- C. Notices.** Except where otherwise expressly stated in the Agreement, all notices or other communications must be in English and are deemed to have been fully given when made in writing and delivered in person, upon delivered email, confirmed

facsimile, or five days after deposit with an reputable overnight courier service, and addressed as follows: To RingCentral at RingCentral, Inc., Legal Dept., 20 Davis Drive, Belmont, CA 94002 USA, with a copy to legal@ringcentral.com, and to Customer at either the physical address or email address associated with the Customer Account.

Customer acknowledges and agrees that all electronic notices have the full force and effect of paper notices. The addresses to which notices may be given by either Party may be changed (a) by RingCentral upon written notice given to Customer pursuant to this Section or (b) by Customer in the Administrative Portal.

- D. Force Majeure.** Excluding either Party's payment obligations under the Agreement, neither Party will be responsible or liable for any failure to perform or delay in performing to the extent resulting from any event or circumstance that is beyond that Party's reasonable control, including without limitation any act of God; national emergency; third-party telecommunications networks; riot; war; terrorism; governmental act or direction; change in Laws; fiber, cable, or wire cut; power outage or reduction; rebellion; revolution; insurrection; earthquake; storm; hurricane; flood, fire, or other natural disaster; strike or labor disturbance; or other cause, whether similar or dissimilar to the foregoing, not resulting from the actions or inactions of such Party.
- E. Third-Party Beneficiaries.** RingCentral and Customer agree that there will be no third-party beneficiaries to this Agreement.
- F. Headings, Interpretation.** The headings, section titles, and captions used in the Agreement are for convenience of reference only and will have no legal effect. All defined terms include related grammatical forms, and, whenever the context may require, the singular form of nouns and pronouns include the plural, and vice versa. The Parties agree that this Agreement will be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a Party or Parties on the grounds that the Party or Parties drafted or was more responsible for drafting the provision(s).
- G. Anti-Bribery.** Each Party represents that in the execution of this Agreement and in the performance of its obligations under this Agreement it has complied and will comply with all applicable anti-bribery Laws and regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and similar applicable Laws.
- H. Export Control.** Any services, products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export Laws and regulations. Customer will not use, distribute, transfer, or transmit the services, products, software, or technical information (even if incorporated into other products) except in compliance with U.S. and other applicable export regulations.
- I. Regulatory and Legal Changes.** In the event of any change in Law, regulation or industry change that would prohibit or otherwise materially interfere with RingCentral's ability to provide Services under this Agreement, RingCentral may terminate the affected Services or this Agreement or otherwise modify the terms thereof.
- J. Use of Beta, Preview, or Early Access Software.** If you use any beta, preview, or early access services, features, products, or software offered or made available by RingCentral, then you acknowledge that your use of the services, products, or software are governed by the [Beta Evaluation License Agreement](#) and not by this Agreement.
- K. Entire Agreement.** The Agreement, together with any exhibits, Order Forms, Use Policies, and Attachments, each of which is expressly incorporated into this Agreement with this reference, constitutes the entire agreement between the Parties and supersedes and replaces any and all prior or contemporaneous understandings, proposals, representations, marketing materials, statements, or agreements, whether oral, written, or otherwise, regarding such subject.
- L. Order of Precedence.** In the event of any conflict between the documents comprising this Agreement, precedence will be given to the documents in the following descending order: (i) the applicable Order Form (including any hyperlinks); (ii) the applicable Attachment; (iii) the main body of this Agreement; (iv) Use Policies and Data Processing Addendum incorporated by reference in this Agreement; and (v) any other document expressly referred to in this Agreement which governs the Services. With respect to data processing, the Data Processing Addendum shall take precedence over any inconsistent terms in any of the documents listed in the previous sentence.
- M. Amendments.** Except as otherwise provided, this Agreement may only be modified by a written amendment executed by authorized representatives of both Parties. In no event will handwritten changes to any terms or conditions, including in the applicable Order Form, be effective.
- N. Severability and Waiver.** In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such provision(s) will be stricken and the remainder of this Agreement will remain legal, valid, and binding. The failure by either Party to exercise or enforce any right conferred by this Agreement will not be deemed to be a waiver of any such right or to operate so as to bar the exercise or enforcement of any such or other right on any later occasion. Except as otherwise expressly stated in this Agreement, all rights and remedies stated in the Agreement are cumulative and in addition to any other rights and remedies available under the Agreement, at Law, or in equity.
- O. Execution.** Each Party represents and warrants that: (a) it possesses the legal right and capacity to enter into the Agreement and to perform all of its obligations thereunder; (b) the individual signing the Agreement and (each executable part thereof) on that Party's behalf has full power and authority to execute and deliver the same; and (c) the Agreement will be a binding obligation of that Party. Each Party agrees that an Electronic Signature, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as manual signatures.
- P. Counterparts.** This Agreement may be executed electronically and in separate counterparts each of which when taken together will constitute one in the same original.

Except where otherwise provided herein, in the event that this Agreement calls out or points to policies, statement, and/or additional terms or provisions which are contained on a webpage (e.g., those provisions containing a hyperlink), the terms and conditions posted at the time of this Agreement or upon any applicable purchase or lease shall be controlling notwithstanding any updates posted to the website unless agreed to by Customer

- Q. Survival.** The rights and obligations of either Party that by their nature would continue beyond the expiration or termination of this Agreement or an Order Form will survive expiration or termination of this Agreement or the Order Form, including without limitation payment obligations, warranty disclaimers, indemnities, limitations of liability, definitions and miscellaneous.

EXHIBIT A DEFINITIONS

Definitions. Capitalized terms used in this Agreement but otherwise not defined have the following meaning:

1. **“Account”** means the numbered account established with RingCentral and associated with Customer and the Services provided to Customer under this Agreement. For billing and convenience purposes, multiple services, Digital Lines, or End Users may be included in a single billing account, and/or a single Customer may have multiple billing accounts encompassing different geographic locations, business units, or other designations as requested by Customer and accepted by RingCentral.
2. **“Account Administrator”** means the person(s) who have been granted authority by Customer to set up, amend, or otherwise control settings and/or make additional purchases for the Account via the Administrative Portal. Account Administrators may have varying levels of Account rights, skills, or permissions.
3. **“Account Data”** means: any business contact information provided with the Account; RingCentral-generated logs of calling or other metadata developed or collected in the provision of the Services; configuration data; and records of Digital Lines and any Services purchased under this Agreement.
4. **“Administrative Fees”** means any administrative recovery fees, 911 cost recovery fees and the like separately charged by RingCentral to Customer.
5. **“Administrative Portal”** means the online administrative portal through which Account Administrators control settings and/or make additional purchases for the Account.
6. **“Affiliate(s)”** means a person or entity that is controlled by a Party hereto, controls a Party hereto, or is under common control with a Party hereto, and “control” means beneficial ownership of greater than fifty percent (50%) of an entity’s then-outstanding voting securities or ownership interests.
7. **“Attachment(s)”** means documents appended to the contract containing additional terms for products and Services. Attachments and the terms and conditions contained therein are part of this Agreement.
8. **“Confidential Information”** means any information disclosed by or on behalf of the Disclosing Party) to the Receiving Party that should reasonably be considered as confidential given the nature of the information and the circumstances surrounding its disclosure.
9. **“Customer Care”** means Customer support operations delivered by RingCentral and/or its subcontractors.
10. **“Customer Content”** means the content of calls, facsimiles, SMS messages, voicemails, voice recordings, shared files, conferences, or other communications transmitted or stored through the Services.
11. **“Digital Line”** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits an End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.
12. **“Disclosing Party”** means the Party disclosing Confidential Information or on whose behalf Confidential Information is disclosed by such Party’s agents, including but not limited to, its Affiliates, officers, directors, employees, and attorneys.
13. **“Electronic Signatures”** means an electronic sound, symbol, or process, including clicking a digital button to accept, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record.
14. **“End Point”** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.
15. **“End User”** means an individual user to whom Customer makes the Services available, and may be a natural person, and may include but is not limited to Customer’s employees, consultants, clients, external users, invitees, contractors, and agents.
16. **“Helpdesk Support”** shall mean the performance of the following tasks:
 - Standard feature/functionality (“how to”) support for End Users (i.e. call forwarding, voice mail set-up, etc.).
 - Standard management of the Admin Interface within the product.
 - Support all moves, adds, changes, and deletes of employees.
17. **“Indemnifiable Amounts”** means all (X) damages and other amounts awarded against the Indemnified Party by a court of competent jurisdiction pursuant to a final judgment or a final award of an arbitral body in connection with such Third-Party Claim; (Y) any amounts payable by the Indemnified Party or its Affiliates pursuant to a binding, written agreement settling the Third Party Claim, provided such agreement is approved in advance in writing by the Indemnifying Party; and (Z) all reasonable costs and expenses paid to third parties by the Indemnified Party or its Affiliates in connection with the Indemnified Party’s or its Affiliates’ attorneys’ fees and related expenses.
18. **“Indemnifying Party”** and **“Indemnified Party”** have the meanings set forth in Section 11(C) (Defense and Indemnification Procedures).
19. **“Initial Term”** has the meaning set forth in Section 2(D) (Services Term).

20. **"Intellectual Property Rights"** or **"IP Rights"** means all common law and statutory rights (whether registered or unregistered, or recorded or unrecorded, regardless of method) arising out of or associated with: (a) patents and patent applications, inventions, industrial designs, discoveries, business methods, and processes; (b) copyrights and copyright registrations, and "moral" rights; (c) the protection of trade and industrial secrets and Confidential Information; (d) other proprietary rights relating to intangible property; (e) trademarks, trade names and service marks; (f) a person's name, likeness, voice, photograph or signature, including without limitation rights of personality, privacy, and publicity; (g) analogous rights to those set forth above; and (h) divisions, continuations, continuations-in-part, renewals, reissues and extensions of the foregoing (as applicable).
21. **"Law"** means any law, statute, regulation, rule, ordinance, administrative guidance, treaty or convention, or court or administrative order or ruling of any governing Federal, State, local or non-U.S. governmental body with jurisdiction over the Services.
22. **"Order Form(s)"** means a request for Service describing the type and quantity of Services required by Customer and submitted and accepted by the Parties in accordance with Section 2(A) (Ordering Services). The Order Form may be presented and executed via the Administrative Portal.
23. **"Receiving Party"** means the Party or its agents, including, but not limited to its Affiliates, officers, directors, employees, and attorneys receiving Confidential Information.
24. **"Renewal Term"** has the meaning set forth in Section 2(D) (Services Term).
25. **"RingCentral Network"** means the network and supporting facilities between and among the RingCentral points of presence ("PoP(s)"), up to and including the interconnection point between the RingCentral's network and facilities, and the public Internet, and the Public Switched Telephone Network (PSTN). The RingCentral Network does not include the public Internet, a Customer's own private network, or the PSTN.
26. **"Service(s)"** means all services provided under this Agreement and set forth in one or more Order Form(s).
27. **"Start Date"** means the date so identified in the relevant Order Form or the date on which Customer orders Services via the Administrative Portal.
28. **"Taxes"** means any and all federal, state, local, municipal, foreign, and other taxes and fees charged or collected from Customers, including but not limited to any Universal Service Fund, TRS and 911 taxes and fees.
29. **"Term"** means the Initial Term plus any Renewal Terms.
30. **"Third Party Claim"** has the meaning set forth in Section 11(A) (Indemnification by RingCentral).
31. **"Use Policy"** refers to any of the policies identified in Section 5(B) (Use Policies).

ATTACHMENT A SERVICE ATTACHMENT - RINGEX SERVICES

This Service Attachment is a part of the Master Services Agreement (the “**Agreement**”) that includes the terms and conditions agreed by the Parties under which RingCentral will provide to the Customer the RingEX Services as described under the applicable Order Form (the “**Services**”).

1. Service Overview

The Services are a cloud-based unified communications service that includes enterprise-class voice, fax, call handling, mobile apps, and bring-your-own-device (BYOD) capability that integrates with a growing list of applications.

The Services include:

- Voice Services, including extension-to-extension calling and the ability to make and receive calls to and from the public switched telephone network (PSTN)
- Video and audio-conferencing service, including screen sharing
- Collaboration Tools, including One-to-One and Team Chat, File Sharing, task management, SMS/Texting (where available), and other innovative tools

The Services may be accessed from a variety of user End Points, including IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.

2. RingEX Purchase Plans

A. Tiers of Service. The Services are made available in several pricing tiers, which are described more fully at <https://www.ringcentral.com/office/plansandpricing.html>. While RingCentral offers unlimited monthly plans for some of its products and services, RingCentral Services are intended for regular business use. “Unlimited” use does not permit any use otherwise prohibited by the Acceptable Use Policy, available at <https://www.ringcentral.com/legal/acceptable-use-policy.html>, including trunking, access stimulation, reselling of the Services, etc. Use of the RingCentral AI Assistant capabilities is subject to the applicable terms contained in the AI Assistant Add-On Service Description available at <https://www.ringcentral.com/legal/add-on-services.html#qlnks-12>.

B. Minute and Calling Credit Bundles. Each plan includes a number of Toll-Free minutes, per month, which are pooled to create a single allotment of Toll-Free minutes available for the entire account. Core/Advanced/Ultra tier plans include a monthly allotment of 100/1000/10000 toll free minutes per account, respectively. Overage charges of 3.9¢ per minute apply to calls made in excess of allotment.

International Calling Credit Bundles can be purchased in addition to any base amount included with the purchased tier. International External Calls are charged against Calling Credits on the Account per destination rates, or as overage once Calling Credits are exceeded. Currently effective rates are available at <https://www.ringcentral.com/support/international-rates.html>.

Extension-to-Extension Calls within the Customer account never incur any usage fee and are unlimited, except to the extent that such calls are forwarded to another number that is not on the Customer account.

Additional Calling Credits may be purchased through the Auto-Purchase feature, which can be selected for automatic purchase in various increments on the Administrative Portal. Auto-Purchase is triggered when the combined usage of all End Users on an Account exceeds the total Calling Credits or when End Users make calls with additional fees (e.g., 411).

Minute Bundles and Calling Credit Bundles expire at the end of month and cannot roll over to the following month. Auto-Purchased Calling Credits expire twelve (12) months from date of purchase. Bundles may not be sold, transferred, assigned, or applied to any other customer.

C. Enhanced Business SMS Allotment and Pricing. Each plan includes a number of SMS per each user, per month, which are pooled to create a single allotment of SMS available to the entire account. Core/Advanced/Ultra tier plans include a monthly allotment of 25/100/200 SMS, per user respectively. Each SMS sent or received will be deducted from the pool of available SMS on the account. Overage charges apply to SMS sent or receive in excess of allotment and will be charged at the then-applicable rates, available at <https://www.ringcentral.com/support/new-sms-rates.html>. Additional SMS bundles are available for purchase at discounted prices. Customer must successfully register phone numbers with the SMS registrar prior to using SMS. RingCentral may attempt to deliver SMS sent from unregistered phone numbers at its discretion, however unregistered SMS are excluded from the monthly allotment and any purchased SMS bundles, and will be charged at then-applicable unregistered SMS rates, available at <https://www.ringcentral.com/support/new-sms-rates.html>.

3. Operator Assisted Calling, 311, 511 and other N11 Calling

RingCentral does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900, or other premium line numbers or calling card calls). The Services may not support 211, 311, 411, 511 and/or N11 calling. To the extent they are supported, additional charges may apply for these calls.

4. Directory Listing Service

RingCentral offers directory listing (the “**Directory Listing Service**”). If Customer subscribes to the Directory Listing Service, RingCentral will share certain Customer Contact Data with third parties as reasonably necessary to include in the phone directory (“**Listing Information**”). This information may include, but is not limited to, Customer’s company name, address, and phone numbers. Customer authorizes RingCentral to use and disclose the Listing Information for the purpose of publishing in, and making publicly available through, third-party directory listing services, to be selected by RingCentral or third-party service providers in their sole discretion. Customer acknowledges and agrees that by subscribing to the Directory Listing Service, Customer’s Listing Information may enter the public domain and that RingCentral cannot control third parties’ use of such information obtained through the Directory Listing Service.

- A. **Opt Out.** Customer may opt out of the Directory Listing Service at any time; however, RingCentral is not obligated to have Customer’s Listing Information removed from third-party directory assistance listing services that have already received Customer’s information.
- B. **No Liability.** RingCentral will have no responsibility or liability for any cost, damages, liabilities, or inconvenience caused by calls made to Customer’s telephone number; materials sent to Customer, inaccuracies, errors or omissions with Listing Information; or any other use of such information. RingCentral will not be liable to Customer for any use by third parties of Customer’s Listing Information obtained through the Directory Listing Service, including without limitation the use of such information after Customer has opted out of the Directory Listing Service.

5. Global RingEX or RingCentral Global Office.

Global RingEX (which is also known as RingCentral Global Office and references in the Service Description to Global RingEX shall also refer to Global Office) provides a single communications system to companies that have offices around the world, offering localized service in countries for which Global RingEX is available. Additional information related to Global RingEX Services is available at <http://www.ringcentral.com/legal/policies/global-office-countries.html>. This section sets forth additional terms and conditions concerning RingCentral’s Global RingEX for customers that subscribe to it.

- A. **Emergency Service Limitations for Global RingEX.** RingCentral provides access to Emergency Calling Services in many, but not all, countries in which RingCentral Global RingEX is available, allowing End Users in most countries to access Emergency Services. Emergency Services may only be accessed within the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland may dial Emergency Services only within Ireland. Access to Emergency Calling Services in RingCentral Global RingEX countries, where available, is subject to the Emergency Services Policy, available at <https://www.ringcentral.com/legal/emergency-services.html>. Customer must make available and will maintain at all times traditional landline and/or mobile network telephone services that will enable End Users to call the applicable Emergency Services number. Customer may not use the RingCentral Services in environments requiring fail-safe performance or in which the failure of the RingCentral Services could lead directly to death, personal injury, or severe physical or environmental damage.
- B. **Global RingEX Provided Only in Connection with Home Country Service.** RingCentral provides Global RingEX Service only in connection with Services purchased in the Home Country. RingCentral may immediately suspend or terminate Customer’s Global RingEX Services if Customer terminates its Digital Lines in the Home Country. All invoicing for the Global RingEX Services will be done in the Home Country on the Customer’s Account, together with other Services purchased under this Agreement, using the Home Country’s currency. Customer must at all times provide a billing address located in the Home Country. RingCentral will provide all documentation, licenses, and services in connection with the Global RingEX Service in English; additional language support may be provided at RingCentral’s sole discretion.
- C. **Primary Place of Use of Global RingEX Service.** Customer represents and warrants that the primary place of use of the Global RingEX Services will be the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland will primarily use that Digital Line in Ireland.
- D. **Relationships with Local Providers.** In connection with the provision of Global RingEX Services, RingCentral relies on local providers to supply certain regulated communication services; for example (i) for the provision of local telephone numbers within local jurisdictions; (ii) to enable you to place local calls within local jurisdictions; and (iii) to enable you to receive calls from non-RingCentral numbers on Customer’s Global RingEX telephone number(s), by connecting with the local public switched telephone network. Customer hereby appoints RingCentral as Customer’s agent with power of attorney (and such appointment is coupled with an interest and is irrevocable during the Term) to conclude and enter into agreements with such local providers on Customer’s behalf to secure such services. RingCentral’s locally licensed affiliates provide all telecommunications services offered to Customer within the countries in which such affiliates are licensed; in some cases, RingCentral may obtain services from locally licensed providers on Customer’s behalf. RingCentral is responsible for all contracting, billing, and customer care related to those services. Customer is responsible for providing RingCentral with all information necessary for RingCentral to obtain numbers in Global RingEX countries.

6. **Additional Services.** RingCentral offers add-on services for the Services (where available), which are described at <https://www.ringcentral.com/legal/microsoft-teams-services-attachment.html>. Additional terms or charges may apply, depending on the selected features.
7. **Bring Your Own Carrier (BYOC) Services.** RingCentral offers a software-as-a-service in which customers provide and maintain their own local telecommunications services, which may be connected to RingCentral's cloud PBX, videoconferencing, and team messaging services. BYOC and additional terms are described and available at <https://www.ringcentral.com/legal/BYOC-service-description.html>.
8. **Definitions.** Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Attachment, the following terms have the meanings set forth below:
- A. **“Digital Line”** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits the End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.
 - B. **“End Point”** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.
 - C. **“Extension-to-Extension Calls”** means calls made and received between End Points on the Customer Account with RingCentral, regardless of whether the calls are domestic or international.
 - D. **“External Calls”** means calls made to or received from external numbers on the PSTN that are not on the Customer Account with RingCentral.
 - E. **“Home Country”** means the United States or the country that is otherwise designated as Customer's primary or home country in the Order Form.



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

www.cityofmequonwi.gov

Office of Administration

TO: Common Council
FROM: William Jones, City Administrator
DATE: April 8, 2025
SUBJECT: RESOLUTION 4199 Adoption of a Resolution Authorizing a Sixth Amendment to the Employment Agreement Between the City of Mequon and William H. Jones, Jr.

Background

On December 23, 2014, the Common Council approved an initial employment agreement with City Administrator William Jones, who began his duties with the City of Mequon on January 12, 2015. The agreement includes provisions whereby on an annual basis, the Common Council will review the performance, as well as the compensation and benefits, of the City Administrator.

Analysis

In January and February of this year, the Common Council met to evaluate and discuss Mr. Jones' job performance during 2024. Following this review, the Common Council authorized an adjustment to the City Administrator's salary for 2025, as well as other related amendments. Accordingly, a sixth amendment to the City Administrator's employment agreement was prepared, to properly reflect the approved changes.

Fiscal Impact

The proposed sixth amendment adjusts the City Administrator's annual salary from \$170,000 to \$185,000 for 2025, retroactive to January 1. The adjustment reflects an independent analysis of other manager and administrator salaries from across the state, and incorporates a longevity adjustment granted to eligible City employees in 2024. Additionally, the amendment eliminates a yearly automobile allowance established in 2015, which currently equates to \$3,400 per year.

Recommendation

A recommendation is forthcoming from the Finance-Personnel Committee on April 8, 2025.

Attachments:

SIXTH AMENDMENT - WHJ JR. EMPLOYMENT AGREEMENT (DOCX)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4199

Adoption of a Resolution Authorizing a Sixth Amendment to the Employment Agreement
Between the City of Mequon and William H. Jones, Jr.

RECITALS

A. Section 2-180 of the Mequon Municipal Code calls for the appointment of a City Administrator.

B. The City of Mequon and William H. Jones, Jr., entered into an Employment Agreement on January 2, 2015, wherein the parties set forth their entire understanding regarding the employment of Mr. Jones as City Administrator for the City of Mequon.

C. The City and Mr. Jones desire to amend the Employment Agreement upon such terms that are mutually agreeable to the parties.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Mequon, Wisconsin, that the Sixth Amendment to Employment Agreement in the form as attached is approved, and that the Mayor and City Clerk are hereby authorized to execute and deliver the same.

Approved by: Andrew Nerbun, Mayor

Date Approved: April 8, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 8, 2025.

Caroline Fochs, City Clerk

SIXTH AMENDMENT TO EMPLOYMENT AGREEMENT

THIS SIXTH AMENDMENT TO EMPLOYMENT AGREEMENT (“Amendment”), effective as of January 1, 2025, is by and between the CITY OF MEQUON, a Wisconsin municipal corporation (the “City”), and William H. Jones, Jr. (“Employee”).

RECITALS

A. The City and Employee entered into an Agreement on January 2, 2015, in which the parties set forth their entire understanding regarding the employment of the Employee as City Administrator (as amended prior to this date, the “Employment Agreement”).

B. The City and Employee desire to amend the Employment Agreement upon the terms set forth in this Amendment.

AGREEMENTS

NOW, THEREFORE, in consideration of the promises and agreements set forth in this Amendment, the parties agree as follows:

1. Section 5 of the Employment Agreement is replaced in its entirety with the following:

During calendar year 2025, the City shall pay an annual base salary of \$185,000 to Employee for his services under this Agreement. The City shall pay such base salary to Employee in installments at the same time the City pays other employees.

Upon approval of the Common Council in its discretion, the City may pay to Employee a bonus from time to time based on performance, to adjust for inflation or for other good reason.

2. The City shall, with the payroll following the execution of this Amendment, pay to Employee an amount equal to the difference between the amount actually paid to Employee from January 1, 2025, through the date of execution and the amount that would have been paid to Employee had the parties executed this Amendment on or before January 1, 2025.

3. Section 9 of the Employment Agreement is repealed in its entirety.

4. Except as provided in this Amendment, the terms, covenants and provisions of the Employment Agreement remain unmodified and in full force and effect. In the event of any conflict between the provisions of this Amendment and the provisions of the Employment Agreement, the terms and provisions of this Amendment control.

Effective and dated as of the date first set forth above.

CITY:

CITY OF MEQUON

EMPLOYEE:

Andrew J. Nerbun, Mayor

William H. Jones, Jr.

Caroline Fochs, City Clerk



11333 N. Cedarburg Road
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Office of Administration

TO: Common Council
FROM: Justin Schoenemann, Assistant City Administrator
DATE: April 8, 2025
SUBJECT: RESOLUTION 4200 A Resolution Suspending the Live Meeting Broadcasts Requirement within the City's Communications Policy from April 16 - September 30, 2025, in Connection with the Renovation of Christine Nuernberg Hall

Background

The City of Mequon has a longstanding practice of recording and broadcasting meetings of the Common Council, Committee of the Whole, Planning Commission, Municipal Water Utility Commission, Sewer Utility District Commission, and Appropriations Committee. These broadcasts are delivered live and replayed via Channel 25 for Spectrum subscribers, as well as on the City's website and YouTube channel. This practice was formalized in 2018 with the adoption of the City's Communications Policy, which outlines the standards and procedures for meeting broadcasts. A copy of the Meeting Broadcasting section of the Communications Policy is attached, while the full policy can be accessed here: <https://bit.ly/MequonComPolicy>.

Analysis

In the first quarter of 2025, the Council approved extensive renovations to Christine Nuernberg Hall (Common Council Chambers), which will require its closure through at least September. These renovations will modernize the space, including updates to audio and video equipment to improve public meeting functionality and accessibility. As a result of this temporary closure, meetings typically held in Nuernberg Hall will be relocated to alternative sites, including the American Legion Post, the Frank L. Weyenberg Library, and City Hall's Lower Level Conference Room.

While these alternative venues provide adequate space for meetings, all lack the necessary technology to support live broadcasting. Additionally, the City's existing broadcasting equipment is not portable, and frequent disassembly and reassembly would not be feasible given the age of the system. Consequently, staff recommends temporarily suspending live broadcasting of public meetings during the renovation period, which is expected to run from mid-April through late-September.

Alternatively, to maintain public access to government proceedings, IT staff will continue to record all meetings and post the recordings on Channel 25, the City's website, and YouTube as soon as possible, ideally by the next business day. This temporary adjustment will provide continued transparency of meetings and access to information for the public while Nuernberg Hall undergoes necessary upgrades.

Recommendation

A recommendation is forthcoming from the Public Welfare Committee on April 8, 2025.

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4200

A Resolution Suspending the Live Meeting Broadcasts Requirement within the City's
Communications Policy from April 16 - September 30, 2025, in Connection with the Renovation
of Christine Nuernberg Hall

RECITALS

A. The City of Mequon by practice and in accordance with its Communication Policy, records and live broadcasts meetings of the Common Council, Committee of the Whole, Planning Commission, Municipal Water Utility Commission, Sewer Utility District Commission, and Appropriations Committee.

B. Due to extensive renovations to Christine Nuernberg Hall, the meeting room will be closed for the duration of the project, which is scheduled to begin on April 16 and is anticipated to be completed by September 30, 2025.

C. The alternative meeting locations lack the necessary technology to support live broadcasting, and the City's existing broadcasting equipment is not portable or feasibly relocated.

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

1. The City of Mequon hereby temporarily suspends live broadcasting of public meetings until the completion of the Christine Nuernberg Hall renovation project.

2. During this period, meetings will continue to be recorded and made available on the City's designated platforms as soon as practicable.

3. The Mayor and City Clerk are authorized and directed to execute and deliver any necessary documents to implement this resolution.

Approved by: Andrew Nerbun, Mayor

Date Approved: April 8, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 8, 2025.

Caroline Fochs, City Clerk



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

www.cityofmequonwi.gov

Office of Engineering

TO: Common Council
FROM: Jeremy Dandy, Engineering Technician
DATE: April 8, 2025
SUBJECT: RESOLUTION 4203 A Resolution Rejecting Bids Received for the City's 2025 Road Patching Contract

Background

Each year, the Engineering Division rates the surface condition of roads across the community, generally in late fall. These ratings are used over the winter to evaluate which roads will be recommended for inclusion in the annual road program. Typically, contracts are let with several projects defined as the total base bid, indicating that they will be completed with the contract award. Staff also typically includes additive items which can be awarded in any combination, if pricing is favorable and if spring conditions warrant. In recent years, a need for large patch repairs has developed. The 2025 Patch Repair contract has been issued, in addition to the 2025 Road Improvements contract to allow additional bidders for a contract that does not include large road project areas.

At its February meeting, the Public Works Committee authorized staff to advertise the 2025 Road Improvements contract, a part of the Annual Road and Parking Lot Program. Recommended projects for the 2025 Patch Repairs included the following:

TOTAL BASE BID (Engineering estimate totaling \$78,000)

11749 Wauwatosa Road	18'x175'
12116 Wauwatosa Road	17'x100'
3629 Normandy Court	18'x110'
3518 Le Mont Boulevard	12'x75'
3905 Haven Avenue	10'x22'
Haven and Crestline	22'x80'
2323 Plum Tree Court	19'x240'
2405 Lagoon Court	18'x240'
1996 Hidden Reserve Court	12'x45'
Hidden Reserve Court - CDS	12'x100'
Jonquil Court	12'x30'
Jacqueline Court	12'x30'

ADDITIVE ITEMS

Weston Drive	30'x60'
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Please see the attached location map for patches included in the 2025 Patch Repair contract bid. The patches on Wauwatosa Road will be paved with 5MT asphalt which is a stronger mix used in higher traffic areas. The remainder will be paved with 5LT asphalt designed for lower traffic volumes, typical of residential areas.

Analysis

The City received two bids for the 2025 Patch Repairs contract with a low base bid of \$131,750 from Wolf Paving, of Hartland, Wisconsin.

The low base bid is approximately 68% more than the original base bid estimate. Staff recommends rejecting all bids for this contract as the prices from the Road Improvements additive items, which include these same patches, are approximately \$25,000 less.

	Payne & Dolan	Wolf Paving
Base Bid	\$ 133,212.50	\$ 131,750.00
Additive Bid Items	\$ 17,208.00	\$ 16,800.00
Total	\$ 150,420.50	\$ 148,550.00

Staff recommends that the Public Works Committee and the Common Council approve the resolution to reject both bids for Patch Repairs.

Fiscal Impact

On December 10, 2024, the Common Council approved a \$5.25 million general obligation promissory note for a 3-year borrowing for the Annual Road and Parking Lot Program between 2025 and 2027. This is the first year of the aforementioned three-year program funded by long term bonding. The current balance of the Right-of-Way Assets capital account is approximately \$5,250,000.

If awarded, the work in this contract would cost approximately \$25,000 more than if the same work is awarded as part of the 2025 Road Improvements Contract. Accordingly, staff recommends the rejection of the two bids received for the Patch Repairs contract, and to award such work as part of the proposed Road Improvements Contract, which is also on the Common Council's April 8 meeting agenda for consideration.

Recommendation

A recommendation is forthcoming from the Public Works Committee on April 8, 2025.

Attachments:

3098A-25 Patch Repairs Area Map (PDF)

3098A-25 2025 Bid Opening Patch Repairs (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4203

A Resolution Rejecting Bids Received for the City's 2025 Road Patching Contract

RECITALS

- A. The City of Mequon Engineering Division has advertised and received bids for the 2025 Patch Repairs contract.
- B. Staff has reviewed the various bids and contractor qualifications for the contracts.
- C. Since all bids are substantially higher than the Engineering estimate and more than if included in the City's 2025 Road Improvements contract, staff recommends that the Public Works Committee rejects all bids.
- D. The Committee on Public Works at its meeting on April 8, 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. All bids for the City of Mequon's 2025 Patch Repairs are rejected.
- 2. The Patch Repairs will be awarded with the 2025 Road Improvements Contract.

Approved by: Andrew Nerbun, Mayor

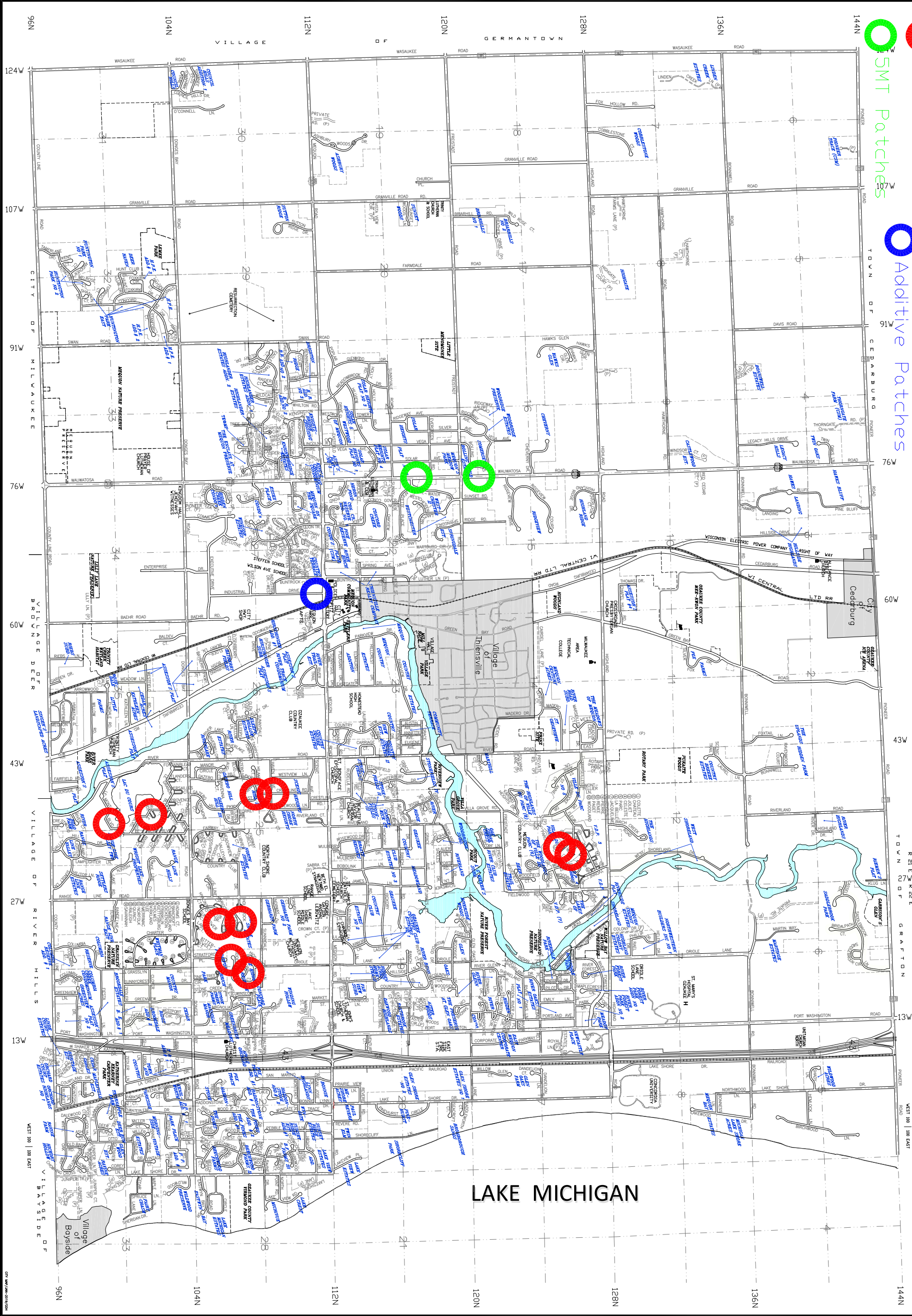
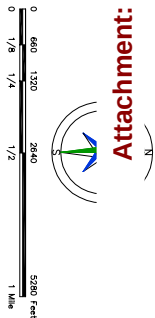
Date Approved: April 8, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 8, 2025.

Caroline Fochs, City Clerk

3098A-25 Patch Repairs

- SLT Patches
- SMT Patches
- Additive Patches





CITY OF MEQUON

WISCONSIN

BIDS RECEIVED FOR: 2025 PATCH REPAIRS FILE #3098A-25

BID OPENING:	3/26/2025	3:00 PM
	DATE	TIME

BIDDER	TOTAL BASE BID
Payne & Dolan	\$133,212.50
Wolf Paving	\$131,750.00



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

www.cityofmequonwi.gov

Office of Engineering

TO: Common Council
FROM: Jeremy Dandy, Engineering Technician
DATE: April 8, 2024
SUBJECT: RESOLUTION 4202 A Resolution Awarding the 2025 Crack Sealing Contract to American Pavement Solutions, Green Bay, Wisconsin in an Amount Not-to-Exceed \$258,000

Background

At its February meeting, the Public Works Committee authorized staff to advertise the 2025 Annual Road Program. For the Crack Seal contract base bid, staff advertised 41.1 miles of Crack Sealing at an estimated cost of \$289,600. Please see the attached location map and street list for roads included in the bid.

The City addresses the early stages of road aging by sealing cracks. This is used when necessary to reduce or eliminate the penetration of water into a road's base. If the base becomes saturated during a rain event, traffic using the road will cause the road and base to pump up and down, allowing for finer base material to come up through the crack and wash away. This leaves voids under the road, which can then lead to potholes.

Crack sealing is the most cost-effective maintenance used in the early stages of a road's life.

Analysis

A bid opening was conducted on February 26, 2025, and staff received five bids. The low base bid was \$168,596. The low bid is approximately 42% less than the original estimate. Staff also included a list of Additive Items which included approximately 29.5 miles of road that could be considered based on bid prices.

Staff recommends awarding the 41.1 miles of base bid streets along with the 29.5 miles of additive bid streets to American Pavement Solutions of Green Bay.

The increased mileage in need of crack sealing is attributable to the frequent freeze-thaw cycles the area has experienced over the past winter cycle, natural aging of roads, and the normal use of City roadways by motorists. Reflected by this increase in miles is the cost to crack seal these areas.

It is anticipated that the apparent low bidder (American Pavement Solutions) will not execute the contracts as they have indicated there are errors in their bid list. As such, they have sent a withdrawal letter to the City. If the contract is not executed by the apparent low bidder, staff recommends that the award be given to the next lowest bidder, including additive bid items. This would result in award of the contract to Fahner Asphalt Sealers in the amount of \$328,771 with a

5% contingent amount totaling an amount not to exceed \$345,000.

When the bid bond from American Pavement Solutions is withheld by the City, it is proposed that the remaining \$8,429.82, which is 5% of the base bid amount, be placed in the maintenance capital account 10003 to be utilized in the future. A memorandum from the City Attorney that addresses discrepancies discovered during the bidding processes for both this contract as well as the City's 2025 Road Improvements contract, which is also pending award on April 8, 2025, is attached.

	Denler	Precision Sealcoating	Fahrner	Thunder Road	American Pavement Solutions
Base Bid	\$236,449.89	\$346,000.00	\$259,454.00	\$252,411.00	\$168,596.40
Additive Bid	\$150,096.29	\$204,000.00	\$69,317.00	\$122,569.00	\$77,235.20
Total	\$386,546.18	\$550,000.00	\$328,771.00	\$374,980.00	\$245,831.60

As with most contract awards, the Public Works Committee and Common Council have requested consideration of adding a contingency to the award amounts. Therefore, staff is recommending that the resolution approve an amount not-to-exceed \$258,000, which includes a contingency of approximately 5% for additionally authorized efforts. The contingency is intended for additional work that may be needed following this year's spring thaw.

Work on this contract can start as soon as the contract is fully executed. The completion date for this work is August 1, 2025. The bid opening sheet is attached.

Fiscal Impact

There is adequate funding available in the Annual Road Maintenance account to award this project.

At the February 11 Public Works Committee meeting, staff noted that the maintenance amount of \$350,000 be exceeded and funds be utilized from the Right-of-Way Asset Management account. Based on the list of roads recommended for Crack Seal and GSB-88 maintenance, the estimated amount to be utilized from the Right-of-Way Asset Management account is \$125,000. Staff's formal request will occur with the resolution for GSB-88 award.

Recommendation

A recommendation is forthcoming from the Public Works Committee on April 8, 2025.

Attachments:

3686-25 2025 Crack Seal Street List (PDF)

3686-25 2025 Bid Opening Sheet CS(PDF)

3686-25 2025 Crack Sealing Area Map (PDF)

Memo re Bid Process - 2025 Road Project vs Crack Sealing(PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4202

A Resolution Awarding the 2025 Crack Sealing Contract to American Pavement Solutions,
Green Bay, Wisconsin in an Amount Not-to-Exceed \$258,000

RECITALS

A. The City of Mequon Engineering Division has advertised and received bids for the 2025 Crack Sealing contract.

B. Staff has reviewed the various bids and contractor qualifications for the contracts.

C. Staff has determined that the bids received are reasonable and that adequate funds are available to accomplish the work, and on that basis has made a recommendation to the Public Works Committee.

D. Adequate funds for this contract are available from the Capital Project - 0410, Annual Road Maintenance (10003) account.

E. To provide for additional services that may result from the spring thaw, the contract award amount shall be affirmed with a contingency, for a total not-to-exceed cost of \$258,000.

F. The Committee on Public Works at its meeting on April 8, 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 Crack Sealing Contract with American Pavement Solutions, Green Bay Wisconsin is approved, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

2. In the event that American Pavement Solutions refuses to execute and file the contract, American Pavement Solutions' bid bond shall be forfeited as liquidated damages and the contract shall be awarded to Fahrner Asphalt Sealers of Waunakee, Wisconsin as the second lowest qualified bidder.

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

Approved by: Andrew Nerbun, Mayor

Date Approved: April 8, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 8, 2025.

Caroline Fochs, City Clerk

2025 CRACK SEALING – Street List

						Crack Volume VVL-As Noted VL-Very Light L - Light M-Medium H-Heavy	
ITE M NO.	STREET	LOCATION		L(mi.)	W (ft.)		
		FROM	TO				
MAIN ROADS (West of the Milwaukee River)							
1	Granville Road	Mequon Road	Donges Bay Road	0.99	30	M	
2	Granville Road	Donges Bay Road	County Line Road	0.99	30	L	
3	County Line Road	Granville Road	0.5 Miles West	0.50	28	L	
4	Riverland Road	Pioneer Road	River Drive	0.50	22	M	
5	Highland Road	Cedarburg Road	Green Bay Road	0.35		VVL – 1 Joint at Green Bay Rd	
6	Highland Road	Green Bay Road	Port Washington Road	2.91	30	VL	
7	Donges Bay Road	Swan Road	0.75 Miles West	0.75	22	L	
8	Freistadt Road	River Road	Villa Grove Road	0.50	32	L	
9	Freistadt Road	Granville Road	Church Place	0.13	22	VL	
MAIN ROADS (East of Milwaukee River)							
10	Lake Shore Road	Mequon Road	Glen Oaks Lane	0.91	28	M	
11	River Road	Scenic Avenue	Tarrytown Lane	0.58	30	M	
12	River Road	Donges Bay Road	County Line Road	1.15	22	L	
13	River Court	River Road	Cul-de-sac	0.10	22	M	
14	River Road	Country View Drive	Stonefield Road	0.15	26	M	
15	Oriole Lane	Mequon Road	Hidden Reserve Court	0.56	22	L	
16	Range Line Road	Range Line Court	County Line Road	0.68	26	M	
17	Donges Bay Road	0.06 Miles W of River Rd	Range Line Road	1.05	28	L	
18	Donges Bay Road	Lake Shore Drive	Union Pacific Railroad	0.70	28	L	
SUBDIVISION ROADS (West of Milwaukee River)							
19	Twin Oaks Lane	Wauwatosa Road	Cul-de-sac	0.24	20	M	
20	Yvonne Drive	Fleur de Lis Drive	Fieldwood Road	0.18	24	L	
21	Woodland Drive	Yvonne Drive	Woodland Court	0.05	24	VL	
22	Fieldwood Road	Highland Road	Ville du Parc Drive	0.35	32	M	
23	Ville du Parc Drive	Fieldwood Road	Woodberry Drive	0.09	21	L	
24	Fleur de Lis Drive	Celeste Court	Joliet Court	0.06	24	L	
25	Woodfield Court	Woodfield Drive	Cul-de-sac	0.13	22	VL	
26	Woodfield Drive	Fieldwood Road	Cul-de-sac	0.18	22	VL	
27	St Anne Court	Sherbrooke Drive	Cul-de-sac	0.13	22	VL	
28	Montpellier Lane	Marseilles Drive	End	0.04	22	VL	
29	Ridgeway Avenue	Freistadt Road	Silver Ave	0.39	21	L	
30	Evergreen Road	Ridgeway Avenue	Wauwatosa Road	0.45	21	VL	

2025 CRACK SEALING – Street List

ITEM NO.	STREET	LOCATION		L(mi.)	W (ft.)	Crack Volume VVL-As Noted VL-Very Light L - Light M-Medium H-Heavy	
		FROM	TO				
31	Vega Avenue	Freistadt Road	Mequon Road	0.95	21	VL	
32	Sunnyvale Road	Wauwatosa Road	Holly Road	0.29	21	VL	
33	Solar Avenue	Freistadt Road	Mequon Road	1.00	21	VL	
34	Willowbrook Drive	Wauwatosa Road	Vega Avenue	0.30	21	VL	
35	Eastfield Circle	Vega Avenue	Cul-de-sac	0.06	22	VL	
36	Westwood Circle	Poplar Drive	Cul-de-sac	0.08	22	VL	
37	Bridgewater Drive	Lafayette Place	Lantern Lane	0.34	24	VL	
38	Lantern Lane	Freistadt Road	Settlement Drive	0.23	24	VL	
39	Westchester Court	Lantern lane	Cul-de-sac	0.13	24	VL	
40	Heron Pond	Wauwatosa Road	Cul-de-sac	0.24	22	L	
41	Concord Creek Drive	Mequon Road	Creeside Court	0.20	22	L	
42	Buntrock Avenue	Mequon Road	Village of Thiensville	0.64	22	VL	
43	Spring Street	Buntrock Avenue	Village of Thiensville	0.05	20	L	
44	West Street	Buntrock Avenue	Village of Thiensville	0.03	20	L	
45	Bennington Court	Brighton Place	Daventry Road	0.33	22	M	
46	Daventry Road	Swan Road	Whilton Road	0.52	22	M	
47	Whilton Road	Daventry Road	Mequon Road	0.23	22	M	
48	Brighton Place	Daventry Road	Mequon Road	0.23	22	M	
49	Knightsbridge Drive	Elizabeth Court	Wauwatosa Road	0.70	22	L	
50	Knightsbridge Court	Kensington Drive	Cul-de-sac	0.05	22	L	
51	Kensington Court	Knightsbridge Drive	Knightsbridge Drive	0.02	22	L	
52	Winston Court	Knightsbridge Drive	Knightsbridge Drive	0.03	22	L	
53	Lincolnshire Drive	Mequon Road	Knightsbridge Drive	0.13	22	L	
54	Cambridge Court	Mequon Trail	Cul-de-sac	0.08	22	L	
55	Mequon Trail	Steffen Drive	Cul-de-sac	0.47	22	L	
56	Oxford Court	Mequon Trail	Cul-de-sac	0.07	22	L	
57	Steffen Drive	Mequon Trail	Redwood Tree Court	0.11	22	L	
58	Buntrock Ave	Mequon Road	W Industrial Drive	0.37	24	M	
59	W Industrial Drive	Industrial Drive	Buntrock Ave	0.10	24	M	
60	Industrial Drive	Mequon Road	Executive Drive	0.83	32	L	
61	Eastwood Court	Industrial Drive	Cul-de-sac	0.09	36	L	
62	Executive Drive	Baehr Road	Commerce Street	0.80	36	L	
63	Executive Court	Executive Drive	Cul-de-sac	0.11	36	M	
64	Commerce Street	Donges Bay Road	Cul-de-sac	0.38	36	M	
65	Enterprise Drive	Executive Drive	Donges Bay Road	0.17	48	VL	

2025 CRACK SEALING – Street List

ITEM NO.	STREET	LOCATION		L(mi.)	W (ft.)	Crack Volume VVL-As Noted VL-Very Light L - Light M-Medium H-Heavy	
		FROM	TO				
66	Enterprise Drive	Donges Bay Road	Cul-de-sac	0.20	26	VL	
67	Baehr Road	Donges Bay Road	Cul-de-sac	0.31	36	VL	
68	Bayberry Parkway	Cedarburg Road	Elderberry Lane	0.22	22	H	
69	Burning Bush Lane	Elderberry Court	Donges Bay Road	0.43	22	L	
70	Elderberry Lane	Bayberry Parkway	Elderberry Court	0.19	22	L	
71	Elderberry Court	Elderberry Lane	Elderberry Lane	0.06	22	L	
72	Tamerlane Drive	County Line Road	Huntington Drive	0.18	22	L	
73	Riebs Lane	County Line Road	Cul-de-sac	0.25	22	L	
74	Elmdale Court	Arrowwood Road	Cul-de-sac	0.06	22	M	
SUBDIVISION ROADS (East of Milwaukee River)							
75	River Forest Drive	River Forest Circle	Port Washington Road	0.39	22	M	
76	River Forest Circle	River Forest Drive	Cul-de-sac	0.24	22	M	
77	Park Drive	River Forest Drive	Dorothy Place	0.02	22	L	
78	Dorothy Place	River Forest Drive	Emily Lane	0.28	20	L	
79	Island Drive	East Shoreland Drive	Circle Drive	0.20	17	H	
80	Pilot Drive	Eleanor Place	Shoreland Drive	0.03	22	VL	
81	Corporate Parkway	Liebau Road	Glen Oaks Lane	0.59	32	H	
82	Glen Oaks Lane	Corporate Parkway	East to End	0.08	24	L	
83	Annette Avenue	Grace Avenue	Laverna Avenue	0.15	20	L	
84	Laverna Avenue	River Road	Eugene Avenue	0.05	20	VL	
85	Canterbury Drive	Grace Court	Canterbury Court	0.28	22	M	
86	Stonefield Road	Stonefield Court	Justin Drive	0.25	24	L	
87	Rudella Road	Stonefield Road	Justin Drive	0.26	24	L	
88	Justin Drive	Stonefield Road	Mulberry Drive	0.28	24	L	
89	Ranch Road	Mulberry Drive	Bobolink Lane	0.13	21	M	
90	Rosewood Drive	Hickory Road	Mulberry Drive	0.24	21	M	
91	Chestnut Road	Mulberry Drive	St James Lane	0.21	21	M	
92	Bobolink Lane	Chestnut Road	Ranch Road	0.26	21	L	
93	Bobolink Lane	Mequon Road	St James Lane	0.08	21	L	
94	Ranch Road	Oriole Lane	Hillside Lane	0.09	21	L	
95	Eastbrook Drive	Port Washington Road	Aster Woods Circle	0.07	48	L	
96	Valley Drive	Mequon Road	Fairview Drive	0.11	21	L	
97	Lakeview Place	Mequon Road	Cul-de-sac	0.20	21	L	
98	Gazebo Hill Parkway W	Mariana Court	Crestline Road	0.14	22	L	
99	Gazebo Hill Parkway E	Crestline Road	Donges Bay Road	0.19	22	L	

2025 CRACK SEALING – Street List

ITEM NO.	STREET	LOCATION		L(mi.)	W (ft.)	Crack Volume VVL-As Noted VL-Very Light L - Light M-Medium H-Heavy	
		FROM	TO				
100	Torrey Drive	Turnberry Drive	Pavements Joint	0.04	22	L	
101	Fairway Lane	Country Club	Cul-de-sac	0.52	24	M	
102	Country Club Drive	Fairway Lane	Gateway Court	0.29	24	L	
103	Fairway Circle	Fairway Lane	Fairway Lane	0.09	24	M	
104	Clubview Court	Fairway Lane	Fairway Lane	0.11	24	M	
105	Meadowview Court	Fairway Lane	Fairway Lane	0.08	24	H	
106	Woodsview Court	Fairway Lane	Fairway Lane	0.09	24	H	
107	Riverview Court	Fairway Lane	Fairway Lane	0.09	24	M	
108	Greenside Court	Country Club Drive	Country Club Drive	0.06	24	M	
109	Ridgeline Court	Country Club Drive	Country Club Drive	0.08	24	M	
110	Valleyview Court	Country Club Drive	Country Club Drive	0.08	24	M	
111	Gateway Court	Country Club Drive	Country Club Drive	0.06	24	M	
112	Country Club Drive	Donges Bay Road	Hollyhock Court	0.47	24	L	
113	Lagoon Court	Country Club Drive	Around Loop	0.22	24	M	
114	Plum Tree Court	Country Club Drive	Around Loop	0.25	24	M	
115	Marigold Court	Country Club Drive	Around Loop	0.10	24	L	
116	Hyacinth Court	Country Club Drive	Around Loop	0.07	24	L	
117	Sunflower Court	Country Club Drive	Around Loop	0.07	24	VL	
118	Larkspur Court	Country Club Drive	Around Loop	0.06	24	L	
119	Bittersweet Court	Country Club Drive	Around Loop	0.08	24	L	
120	Stratford Place	Donges Bay Road	Cul-de-sac	0.25	22	L	
121	Sunnydale Lane	Oriole Lane	Private Road	0.16	22	L	
122	Hidden Reserve Circle	Oriole Lane	Around Loop	0.34	22	M	
123	Hidden Reserve Court	Hidden Reserve Circle	Cul-de-sac	0.16	22	M	
124	Winding Hollow Lane	Port Washington Road	Cul-de-sac	0.31	22	L	
125	Eastwyn Bay Drive	Lake Shore Drive	Cul-de-sac	0.31	22	M	
126	Brookdale Drive	Zedler Lane	End	0.27	22	M	
127	Savannah Court	Charter Mall	Cul-de-sac	0.06	22	M	
128	Raleigh Court	Charter Mall	Cul-de-sac	0.09	22	M	
129	Quincy Court	Charter Mall	Cul-de-sac	0.09	22	M	
130	Norfolk Court	Charter Mall	Cul-de-sac	0.07	22	M	
131	Merrimac Court	Charter Mall	Cul-de-sac	0.06	22	M	
132	Holmes Court	Charter Mall	Cul-de-sac	0.10	22	M	
133	Gettysburg Court	Charter Mall	Cul-de-sac	0.13	22	M	
134	Franklin Court	Charter Mall	Cul-de-sac	0.12	22	M	

2025 CRACK SEALING – Street List

ITEM NO.	STREET	LOCATION		L(mi.)	W (ft.)	Crack Volume VVL-As Noted VL-Very Light L - Light M-Medium H-Heavy	
		FROM	TO				
135	Cumberland Court	Charter Mall	Cul-de-sac	0.06	22	M	
136	Dickinson Court	Charter Mall	Cul-de-sac	0.06	22	M	
137	Adams Court	Charter Mall	Cul-de-sac	0.06	22	M	
138	Bancroft Court	Charter Mall	Cul-de-sac	0.03	22	M	
139	Charter Mall	Charter Mall	Mequon Road	0.04	22	M	
140	Grasslyn Road	Donges Bay Road	Zedler Lane	0.50	22	VL	
141	Zedler Lane	Grasslyn Road	Greenview Drive	0.23	22	VL	
142	Clover Lane	Grasslyn Road	Brookdale Drive	0.37	22	VL	
143	Columbia Drive	Columbia Court	Fiesta Lane	0.26	22	VL	
144	El Rancho Drive	Cul-de-sac	0.06 Miles East	0.06	23	M	
145	La Cresta Drive	Donges Bay Road	Ranchito Lane	0.12	22	M	
146	La Cresta Drive	Zedler Lane	El Patio Lane	0.26	22	M	
147	Sierra Lane	La Cresta Drive	Cul-de-sac	0.26	22	M	
148	Deer Run lane	Thornapple Lane	Cul-de-sac	0.08	22	L	
149	Thornapple Lane	Deer Run Lane	Otto Road	0.10	22	L	
150	Chicory Lane	Trillium Road	Donges Bay Road	0.11	22	VL	
151	Otto Road	Thornapple Lane	Woodlynn Drive	0.08	22	L	
152	Boundary Road	Otto Drive	Old Barn Road	0.04	24	L	
153	Old Barn Road	White Oak Way	Boundary Road	0.21	24	L	
154	White Oak Way	Old Barn Road	Chowning Cross	0.16	24	L	
155	Chowning Cross	White Oak Way	Chowning Square	0.08	24	L	
156	Chowning Square	Boundary Road	Cul-de-sac	0.09	24	L	
157	Corey Lane	Zedler Lane	Cul-de-sac	0.12	22	L	
TOTAL BID:							

Attachment: 3686-25 2025 Crack Seal Street List (RESOLUTION 4202 : 2025 Crack Sealing Contract Award)

ADDITIVE BID ITEMS – Street List

		ITEM NO.		L(mi.)	W (ft)	Crack Volume VVL-As Noted VL-Very Light L - Light M-Medium H-Heavy	
ITEM NO.	STREET	FROM	TO				
MAIN ROADS (West of Milwaukee River)							
A1	Bonniwell Road	Granville Road	Davis Road	1.0	24	VL	
A2	Granville Road	Bonniwell Road	Highland Road	0.95	22	VL	
A3	Granville Road	Highland Road	Freistadt Road	0.99	22	VL	
A4	Cedarburg Road	City of Cedarburg	Bonniwell Road	0.75	30	VL	
A5	Cedarburg Road	Bonniwell Road	Highland Road	1.04	30	VL	
A6	Bonniwell Road	Green Bay Road	Railroad Tracks	0.67	24	VL	
A7	Green Bay Road	Village of Thiensville	Highland Road	0.51	30	VL	
A8	Green Bay Road	Highland Road	Bonniwell Road	0.95	23	VL	
A9	Donges Bay Road	Wasauakee Road	Council Hills Drive	0.16	26	VL	
MAIN ROADS (East of Milwaukee River)							
A10	Oriole Lane	Bonniwell Road	Highland Road	0.99	20	VL	
A11	Lake Shore Drive	Highland Road	Bonniwell Road	1.05	30	VL	
A12	Range Line Road	Mequon Road	Range Line Circle	0.85	27	VL	
A13	Bonniwell Road	Lake Shore Drive	Northwood Lane	0.23	30	VL	
SUBDIVISIONS (West of the Milwaukee River)							
A14	Hawthorne Road	Wauwatosa Road	0.15 Miles West	0.15	22	VL	
A15	Hawthorne Road	Granville Road	0.36 Miles East	0.36	22	VL	
A16	Church Place	Freistadt Road	END	0.25	22	VL	
A17	Briarhill Road	Freistadt Road	Heather Drive	0.32	22	VL	
A18	Heather Drive	Briarhill Road	Cul-de-sac	0.18	22	VL	
A19	Sunset Road	Freistadt Road	END	0.20	19	VL	
A20	Ridge Road	Freistadt Road	END	0.30	19	VL	
A21	Vega Avenue	Rolling Field Drive	END	0.17	16	VL	
A22	Shawnee Pass	Wasaukee Road	Council Hills Drive	0.21	22	VL	
A23	Tomahawk Trail	Council Hills Drive	Cul-de-sac	0.12	22	VL	
A24	Huntington Drive	Kent Court	Andover Court	0.07	22	VL	
A25	Huntington Drive	Melrose Court	Shannon Court	0.14	22	VL	
A26	Melrose Court	Huntington Drive	Around Loop	0.13	22	VL	
A27	Foxkirk Drive	Concord Drive	East to END	0.05	22	VL	
A28	Stanford Court	Concord Drive	Cul-de-sac	0.23	22	VL	
A29	Stanford Drive	Concord Drive	Foxkirk Drive	0.07	22	VL	
A30	Highlander Court	Highlander Drive	Highlander Drive	0.13	22	VL	

ADDITIVE BID ITEMS – Street List

ITEM NO.	STREET	ITEM NO.		L(mi.)	W (ft)	Crack Volume VVL-As Noted VL-Very Light L - Light M-Medium H-Heavy	
		FROM	TO				
A31	Highlander Drive	Swan Road	Morning Glory Drive	0.12	22	VL	
A32	Highlander Drive	Raider Court	Spartan Circle	0.39	22	VL	
A33	Highlander Drive	Highlander Court	Knightsbridge Drive	0.17	22	VL	
A34	Eagle Court	Highlander Drive	Cul-de-sac	0.12	22	VL	
A35	Tartan Court	Highlander Drive	Cul-de-sac	0.12	22	VL	
A36	Mourning Dove	Tree Sparrow Drive	Blackbird Court	0.17	22	VL	
A37	Mourning Dove	Firefly Court	Wauwatosa Road	0.10	22	VL	
A38	Sherwood Drive	Cedarburg Road	Cul-de-sac	0.34	21	VL	
A39	Westfield Road	Cedarburg Road	End	0.39	22	VL	
A40	Meadow Lane	Westfield Road	End	0.20	22	VL	
A41	Kathleen Lane	Cedarburg Road	Cul-de-sac	0.24	22	VL	
SUBDIVISIONS (East of the Milwaukee River)							
A42	Saddlebrook Lane	Pioneer Road	Cul-de-sac	0.93	20	VL	
A43	Saddlebrook Circle	Saddlebrook Lane	Saddlebrook Lane	0.18	20	VL	
A44	Bridalpath Court	Saddlebrook Lane	Cul-de-sac	0.21	20	VL	
A45	Shady Lane	Lake Shore Drive	Cul-de-sac	0.25	22	VL	
A46	Birchwood Lane	South Cul-de-sac	North Cul-de-sac	0.61	22	VL	
A47	Northwood Lane	Bonniwell Road	Bonnes Lane	0.25	22	VL	
A48	Bonness Lane	Northwood Lane	Lakewood Drive	0.15	22	VL	
A49	Lakewood Drive	Bonniwell Road	Cul-de-sac	0.45	22	VL	
A50	River Oaks Place	Port Washington Road	Portland Ave	0.05	22	VL	
A51	Country View Drive	Mequon Road	Laurmark Court	0.26	24	VL	
A52	Country View Drive	Dunhill Drive	Pavement Change	0.24	24	VL	
A53	Squire Road	Country View Drive	0.08 Miles East	0.08	22	VL	
A54	Dunhill Drive	Country View Drive	Cul-de-sac	0.08	24	VL	
A55	Bonnie Court	Country View Drive	Cul-de-sac	0.05	18	VL	
A56	Mulberry Drive	Justin Drive	Riverland Road	0.25	22	L	
A57	Eastbrook Drive	Port Washington Road	0.09 Miles East	0.09	36	VL	
A58	River Ridge Drive	Grace Avenue	Mulberry Drive	0.23	22	VL	
A59	Grace Avenue	Riverland Road	Cul-de-sac	0.27	22	VL	
A60	Candlewick Court	Riverland Road	Cul-de-sac	0.08	24	VL	
A61	Mulberry Drive	Chestnut Road	Ranch Road	0.11	22	VL	

Attachment: 3686-25 2025 Crack Seal Street List (RESOLUTION 4202 : 2025 Crack Sealing Contract Award)

ADDITIVE BID ITEMS – Street List

ITEM NO.	STREET	ITEM NO.		L(mi.)	W (ft)	Crack Volume VVL-As Noted VL-Very Light L - Light M-Medium H-Heavy	
		FROM	TO				
A62	Prairie View Lane	Mequon Road	Revere Road	0.20	22	VL	
A63	Revere Road	Prairie View Lane	Lake Shore Drive	0.10	22	VL	
A64	Seacroft Court	Lake Shore Drive	Cul-de-sac	0.12	21	VL	
A65	River Trail	Mequon Road	0.08 Miles South	0.08	22	VL	
A66	River Valley Drive	Sleepy Hollow Lane	Sunnydale Lane	0.15	22	VL	
A67	Glen Oaks Lane	Lake Shore Drive	Cul-de-sac	0.25	22	VL	
A68	Tarrytown Lane	Sleepy Hollow Lane	River Road	0.20	22	VL	
A69	Scenic Avenue	River Road	Hedgewood Lane	0.26	21	VL	
A70	Westview Lane	Scenic Avenue	Haven Avenue	0.28	21	VL	
A71	Crestline Road	Gazebo Hill Parkway	Mequon Road	0.53	22	VL	
A72	Riverland Court	Mequon Road	Around Loop	0.33	21	VL	
A73	Haven Avenue	River Road	Haven Court	0.37	21	VL	
A74	Haven Court	Hedgewood Lane	Cul-de-sac	0.17	21	VL	
A75	Crimson Court	Range Line Road	Cul-de-sac	0.09	22	VL	
A76	Norway Drive	Range Line Road	Sunnydale Lane	0.27	22	VL	
A77	Market Street	Mequon Road	0.10 miles south	0.10	22	VL	
A78	De la Warr Circle	Greenbrier Lane	Greenbrier Lane	0.22	22	VL	
A79	Bradford Drive	Magnolia Drive	END	0.09	22	VL	
A80	Magnolia Drive	Donges Bay Road	Bel Mar Drive	0.32	22	VL	
A81	Magnolia Drive	Winslow Drive	Greenbrier Lane	0.09	22	VL	
A82	Magnolia Drive	Bradford Drive	North to END	0.03	22	VL	
A83	Winslow Drive	Magnolia Drive	Winslow Court	0.07	22	VL	
A84	San Marino Drive	Mequon Road	Cul-de-sac	0.56	22	VL	
A85	Monterey Lane	San Marino Drive	Bonnie Lynn Drive	0.20	22	VL	
A86	Bonnie Lynn Drive	Mequon Road	Monterey Lane	0.25	22	VL	
A87	Wyngate Trace	Mequon Road	Cul-de-sac	0.46	22	VL	
A88	Haddonstone Place	Monterey Lane	Haddonstone Loop C	0.55	24	VL	
A89	Haddonstone Loop E	Haddonstone Place	Haddonstone Place	0.06	24	VL	
A90	Fox Hunt Trace	Haddonstone Place	Cul-de-sac	0.15	24	VL	
A91	Range Line Court	Range Line Road	Cul-de-sac	0.51	24	VL	
A92	Crestwood Court	County Line Road	Cul-de-sac	0.09	22	VL	
A93	County Line Road	River Road	0.06 Miles East	0.06	22	VL	

Attachment: 3686-25 2025 Crack Seal Street List (RESOLUTION 4202 : 2025 Crack Sealing Contract Award)

ADDITIVE BID ITEMS – Street List

ITEM NO.	STREET	ITEM NO.		L(mi.)	W (ft)	Crack Volume VVL-As Noted VL-Very Light L - Light M-Medium H-Heavy	
		FROM	TO				
A94	Valley Hill Drive	County Line Road	Lamplighter Lane	0.55	22	VL	
A95	Lamplighter Lane	Valley Hill Drive	Valley Hill Drive	0.43	22	VL	
A96	Sunset Lane	County Line Road	Lamplighter Lane	0.30	22	VL	
A97	Hilltop Lane	Sunset Lane	0.12 Miles North	0.12	22	VL	

CITY OF MEQUON

WISCONSIN

BIDS RECEIVED FOR: 2025 CRACK SEALING FILE #3686-25

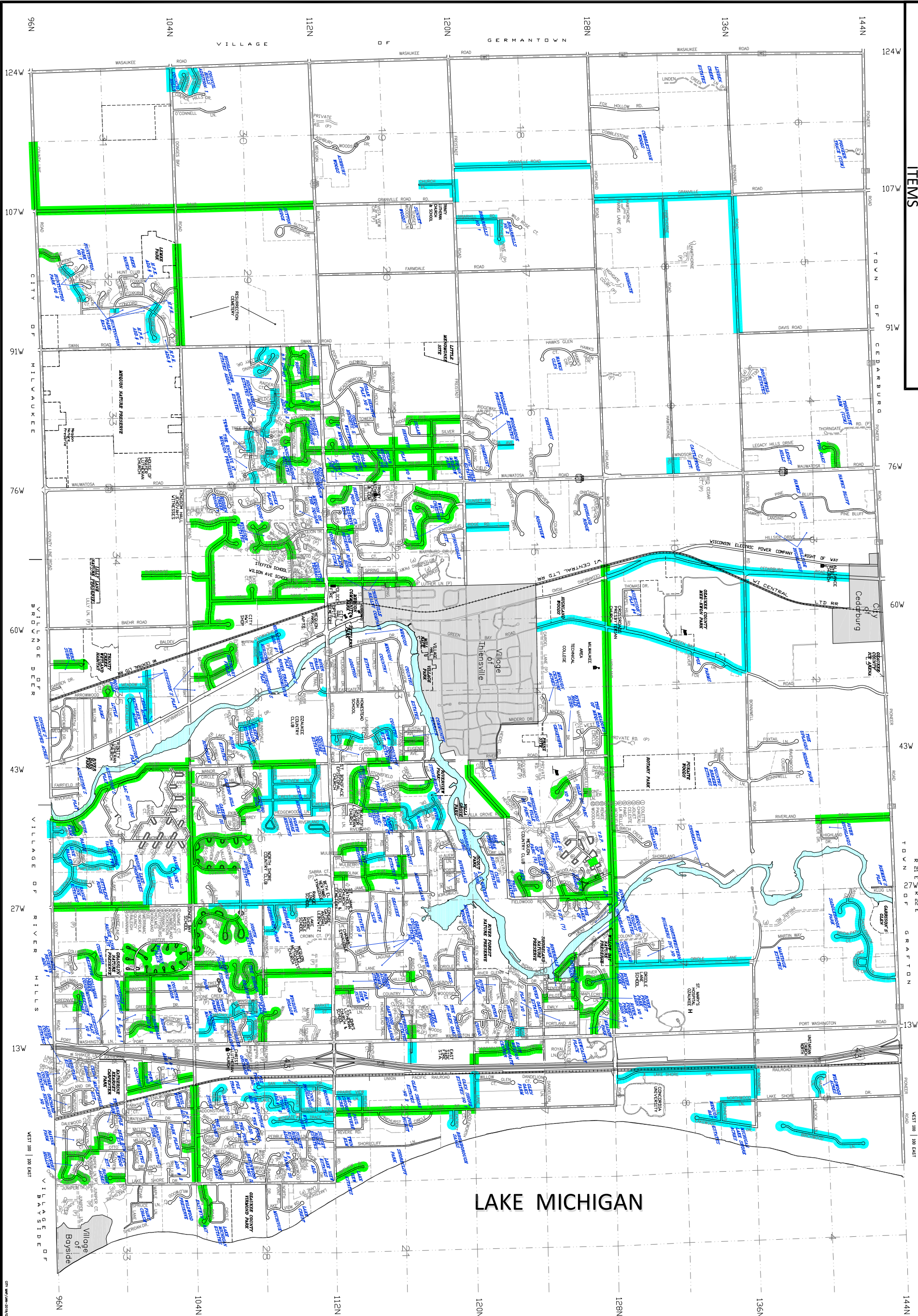
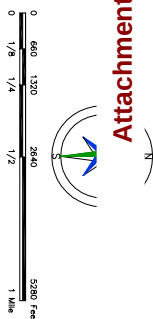
BID OPENING: 2/26/2025 11:00 AM
DATE TIME

BIDDER	TOTAL BASE BID	ADDITIVE ITEMS	BASE BID WITH ADDITIVES
Denler	\$236,449.89	\$150,096.29	\$386,546.18
Precision Sealcoating	\$346,000.00	\$204,000.00	\$550,000.00
Fahrner	\$259,454.00	\$69,317.00	\$328,771.00
Thunder Road	\$252,411.00	\$122,569.00	\$374,980.00
American Pavement Solutions	\$168,596.40	\$77,235.20	\$245,831.60

Attachment: 3686-25 2025 Bid Opening Sheet CS (RESOLUTION 4202 : 2025 Crack Sealing Contract

2025 CRACK SEAL

- CRACK SEAL
- CRACK SEAL ADDITIVE ITEMS





Private Office:
Wesolowski, Reidenbach & Sajdak, S.C.
11402 W. Church St.
Franklin, WI 53132
(414) 529-8900

www.ci.mequon.wi.us

Office of the City Attorney

MEMORANDUM

TO: Public Works Committee and Common Council
FROM: Brian C. Sajdak, City Attorney
DATE: April 1, 2025
RE: Handling Errors in Public Bids

On this month's agenda there are two public works items where the City received bids and the apparent low bidder notified the City after bid opening that there were errors in the bid. Given that the recommended approach to these bids is different, an explanation as to that difference is warranted.

First, a review the applicable law on the subject. Under Wisconsin Statute, when a bidder submits a bid on a publicly bid project, the bid must be accompanied by a surety of at least 5% and not more than 10% of the bid. Wis. Stat. § 62.15(3). This surety is designed to ensure that "the bidder will execute and file the proper contract and bond within the time limited by the city." *Id.* "In case the successful bidder fails to file such contract and bond the amount of the check or bid bond shall be forfeited to the city as liquidated damages." *Id.* The city cannot waive these liquidated damages. *City of Merrill v. Wenzel Brothers, Inc.*, 88 Wis. 2d 676, 277 N.W.2d 799 (1979).

Where a bidder discovers an error in a bid they have submitted, the statutes provide the method for obtaining relief from a bid. If the error is discovered before the bid is opened, the bidder can request the return of the unopened bid and may not submit a revised bid unless the contract is readvertised. Wis. Stat. § 66.0901(5). Where, as is the case in both contracts on the agenda, the error is discovered by the bidder after the bids have been opened,

the bidder shall immediately and without delay give written notice and make known the fact of the mistake, omission or error which has been committed **and submit to the municipality clear and satisfactory evidence of the mistake, omission or error and that it was not caused by any careless act or omission on the bidder's part in the exercise of ordinary care in examining the plans or specifications** and in conforming with the provisions of this section.

Id. (emphasis added). Thus, a municipality may allow a bid containing an error to be withdrawn after opening if, in the municipality's judgment, the error was not the result of carelessly reviewing the plans and specifications. "This requirement is designed to expose whether the bidder's error is an understandable, honest mistake of the kind that could happen inadvertently to a conscientious bidder, or evidence of a pattern of sloppiness or lack of adequate preparation that need not be excused." *James Cape & Sons Co. v. Mulchay*, 2005 WI 128, ¶ 57, 285 Wis. 2d 200, 700 N.W.2d 243. "A municipality is entitled to go forward to award the contract and trigger forfeiture of the bid bond if the bidder has not satisfied the conditions for withdrawal, if the

bidder is not acting in complete good faith, or if the municipality can show that it has been prejudiced by the bidder's error.” Id. at ¶ 61. If the bidder is unable to meet this standard, and the municipality requires the forfeiture of the bid bond as liquidated damages, the bidder can choose to litigate to seek recovery of the bid bond by proving to the court that “in making the mistake, error or omission the bidder was free from carelessness, negligence or inexcusable neglect.” Wis. Stat. § 66.0901(5). Ultimately, it is up to the body awarding the contract to decide what relief should be awarded to a bidder who has provided notice of an error by considering “consider the evidence submitted by the bidder in a quasi-judicial manner.” James Cape at ¶ 3.

Applying this general construct to the circumstances before you, there is a clear difference between the responses to the error discovered by the contractor. In the case of the crack sealing bid, American Pavement Solutions does not appear to meet the standard for relief. Their written notice does appear to be immediate and without delay. However, their notice does not provide any evidence as to what the specific error was, nor evidence that it was “not caused by any careless act or omission on the bidder’s part in the exercise of ordinary care in examining the plans or specifications.” In fact, the letter suggests the complete opposite: “Specifically, the error pertains to a miscalculation in the scope of the work.” Because they have not met the standard to have their bid withdrawn, the City should award the contract to them as the apparent low bidder. If they refuse to execute the contract, their bid bond should be forfeited.

The situation on the road program contract is different. Payne + Dolan similarly provided a notice that appears to be immediate and without delay. However, unlike American Paving Solutions, Payne + Dolan provides a detailed explanation of the error. Payne + Dolan’s notice also states that the error was not “result of an omission with respect to examining the plans or specifications.” This statement is supported by their discussion of the error in which they confirm that the unit process and subtotals were all correct. As such, it appears that the notice meets the standard for relief. Note that while it is true that a bidder’s relief is generally limited to withdrawal and that the municipality cannot amend a bid, see James Cape at ¶ 46 (“municipalities do not have the authority to permit a bidder to amend its bid”), this does not appear to be a true case of amending a bid. Instead, this appears to be more akin to a correcting a bid. It would be a different situation if the error carried over to the unit prices resulting in multiple changes. Here, the only change is to award based on the unit prices alone and to ignore the grand total bid price. See Swanson v. Hilderbrand, 94 Cal. App. 2d 161, 210 P.2d 95 (4th Dist. 1949)(holding that municipality did not err when they accepted the low bidder based on the unit prices, thereby ignoring the erroneous grand total price).

These differences result in the divergent recommended procedure by staff for each bid. Of course, you have the ability to find differently and to take another action on one or both bids. This action could include a rejection of all bids for either project and to direct staff to readvertise the bid.

BCS



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

www.cityofmequonwi.gov

Office of Engineering

TO: Common Council
FROM: Jeremy Dandy, Engineering Technician
DATE: April 8, 2025
SUBJECT: RESOLUTION 4201 A Resolution Approving Award of the 2025 Road Improvements Contract to Payne & Dolan, Jackson, Wisconsin, in the Amount of \$1,890,000

Background

Each year, the Engineering Division rates the surface condition of the community's roads, generally in late fall. These ratings are used over the winter to evaluate which roads will be recommended for inclusion in the annual road program. Typically, contracts are let with several projects defined as the total base bid, indicating that they will be completed with the contract award. Staff also typically includes additive items which can be awarded in any combination if pricing is favorable and if spring conditions warrant.

At its February meeting, the Public Works Committee authorized staff to advertise the 2025 Road Improvements contract, a part of the Annual Road and Parking Lot Program. Recommended projects for 2025 included the following:

TOTAL BASE BID (Engineering estimate totaling \$1,558,000)

- West Zedler Lane (Katherine Drive to Lake Shore Drive)
- Katherine Kearney Carpenter Park - East Parking Lot Expansion
- Baehr Road (Donges Bay Road to County Line Road)
- Granville Road (Mequon Road to County Line Road)
- Willowbrook Court
- Fairy Chasm (Maple Lane, Spruce Lane, Cedar Lane, Sheridan Drive)
- Boundary Square

ADDITIVE ITEMS

- Shorecliff Lane
- Patch Repairs (Various Locations)
- Forti Fiber Asphalt Reinforcement (Granville Road, Fairy Chasm)
- Concrete Driveways

Please see the attached location map for roads included in the 2025 Road Improvements contract bid.

Analysis

The City received three bids for the 2025 Road Improvements contract with a low base bid of

\$1,516,611.79 submitted by Payne & Dolan of Jackson. The low bid is approximately 13% less than the engineering estimate. Based on the available funds for the 2025 Road Improvements contract, staff is recommending award of the total base bid and that the following additive items be awarded:

- Additive Bid B1-B3: Patch Repairs
- Additive Bid C1-C2: Weston Patch Repair
- Additive Bid D1: Forti Fiber Reinforcement - Granville (Mequon-Donges Bay)
- Additive Bid E1: Forti Fiber Reinforcement - Granville (Donges Bay-County Line)
- Additive Bid F1: Forti Fiber Reinforcement - Fairy Chasm
- Additive Bid G1: Concrete Driveways

Additive items A1-A7 for Shorecliff Lane will not be awarded at this time. There are items for drainage that need to be resolved before this road is reconstructed. This road will be considered in future road project years.

Based on the totals of the base bid and the chosen additive items, Payne & Dolan's bid total is \$1,719,953.29 which is lower than the next lowest bidders base bid total. Payne & Dolan has performed acceptable work of this type for the City in the past.

2025 Road Improvements Contract	Total
Base Bid	\$1,516,611.79
Additive Bid B1-B3	\$ 108,551.50
Additive Bid C1-C2	\$ 15,190.00
Additive Bid D1	\$ 18,540.00
Additive Bid E1	\$ 18,540.00
Additive Bid F1	\$ 11,520.00
Additive Bid G1	\$ 31,000.00
Total	\$1,719,953.29

Work on this contract can start in mid-June after the contract is fully executed, and the project has a completion date of August 28, 2025. The bid summary, bid tab, and letter from Payne & Dolan are attached.

Fiscal Impact

On December 10, 2024, the Common Council approved a \$5.25 million general obligation promissory note for a 3-year borrowing for the Annual Road and Parking Lot Program between 2025 and 2027. This is the first year of the aforementioned three-year program funded by long-term bonding. The current balance of the Right-of-Way Assets capital account is approximately \$5,250,000.

As a result of several recent contract awards, the Public Works Committee and Common Council have requested adding a contingency to the award amounts. Therefore, staff is recommending that the resolution approve an amount not-to-exceed \$1,890,000 which includes a contingency of

10% for additionally authorized efforts. The contingency provides for additional services that may result from unknown field conditions. Some base bid streets recommended for award are in poor condition, which may result in larger quantities for base repairs.

The projected cost of the 2025 Road Program, including maintenance and capital improvements, is approximately \$2,365,000.00. This contract as well as the other contracts expected to be in the overall program are shown below.

Road Program Recommended Award	Award Amount	Award Amount with Contingency, if Applicable
GSB-88 Sealer	\$ 126,059.00	\$ 130,000.00
Crack Sealing	\$ 328,771.00	\$ 345,000.00
Road Improvements	\$ 1,719,953.29	\$ 1,890,000.00
Total:	\$ 2,174,783.29	\$ 2,365,000.00

Recommendation

A recommendation is forthcoming from the Public Works Committee on April 8, 2025.

Attachments:

3098-25 2025 Bid Opening Sheet (PDF)

3098-25 2025 Bid Tab (PDF)

Payne and Dolan_Bid Error Letter_03282025 (PDF)

3098-25 Road Improvements Area Map (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4201

A Resolution Approving Award of the 2025 Road Improvements Contract to Payne & Dolan,
Jackson, Wisconsin, in the Amount of \$1,890,000

RECITALS

A. The City of Mequon Engineering Division has advertised and received bids for the 2025 Road Improvements contract.

B. Staff has reviewed the various bids and contractor qualifications for the contracts.

C. Staff has determined that the bids received are reasonable and that adequate funds are available to accomplish the work, and on that basis has made a recommendation to the Public Works Committee.

D. Adequate funds for the contract costs are available from the Capital Project Account - 410780-469001-10001 (Right-of-Way Assets).

E. To provide for additional services that may result from the spring thaw or other unforeseen conditions, the contract award amount shall be affirmed with a contingency for a total not-to-exceed cost of \$1,890,000.

F. The Committee on Public Works at its meeting on April 8, 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 Road Improvements Contract with Payne & Dolan of Jackson, Wisconsin, with a contingency for a total not-to-exceed cost of \$1,890,000 in the form attached hereto 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: April 8, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 8, 2025.

Caroline Fochs, City Clerk



CITY OF MEQUON

WISCONSIN

BIDS RECEIVED FOR: 2025 ROAD IMPROVEMENTS FILE #3098-25

BID OPENING: 3/26/2025 1:00 PM
DATE TIME

BIDDER	TOTAL BASE BID	Additive A1-A7	Additive B1-B3	Additive C1-C2	Additive D1	Additive E1	Additive F1	Additive G1
Payne & Dolan	\$34,246.75	\$257,305.50	\$108,551.50	\$15,190.00	\$18,540.00	\$18,540.00	\$11,520.00	\$31,000.00
Stark	\$1,773,926.03	\$323,851.35	\$110,207.75	\$16,374.00	\$18,952.00	\$18,952.00	\$13,120.00	\$25,000.00
Wolf	\$1,749,030.25	\$304,322.50	\$104,475.00	\$14,300.00	\$16,995.00	\$16,995.00	\$10,560.00	\$28,800.00

Item Number	Item	Unit	Est Quantity	P&D Unit	P&D Total	STARK Unit	STARK Total	WOLF Unit	WOLF Total
1	Pulverized & Re-Laid Pavement	SY	18,415	\$2.05	\$37,750.75	\$2.00	\$36,830.00	\$2.20	\$40,513.00
2	HMA Pavement Lower Layer 3LT	TON	2,650	\$57.25	\$151,712.50	\$72.02	\$190,853.00	\$64.00	\$169,600.00
3	HMA Pavement Upper Layer 5LT	TON	1,630	\$71.75	\$116,952.50	\$75.92	\$123,749.60	\$76.00	\$123,880.00
4	Excavation for Roadway Widening	CY	100	\$23.50	\$2,350.00	\$46.61	\$4,661.00	\$49.00	\$4,900.00
5	Dense Graded Base Widening	TON	225	\$24.90	\$5,602.50	\$22.40	\$5,040.00	\$35.00	\$7,875.00
6	Base & Subgrade Repair Comm Ex	CY	1,840	\$18.00	\$33,120.00	\$26.90	\$49,496.00	\$23.00	\$42,320.00
7	Base & Subgrade Repair Dense Grade	TON	3,500	\$19.00	\$66,500.00	\$19.85	\$69,475.00	\$23.10	\$80,850.00
8	Grading Existing Ditch	LF	1,180	\$8.00	\$9,440.00	\$12.26	\$14,466.80	\$4.00	\$4,720.00
9	Shouldering	LS	1	\$15,270.00	\$15,270.00	\$15,042.20	\$15,042.20	\$12,450.00	\$12,450.00
10	Adjust Sanitary Sewer Manholes	EA	22	\$1,945.00	\$42,790.00	\$1,685.67	\$37,084.74	\$1,350.00	\$29,700.00
11	Adjust Water Box - Riser Rings	EA	7	\$105.00	\$735.00	\$300.00	\$2,100.00	\$185.00	\$1,295.00
12	Restoration of Disturbed Area	SY	1,100	\$7.45	\$8,195.00	\$7.43	\$8,173.00	\$6.95	\$7,645.00
13	Pavement Markings	LS	1	\$15,350.00	\$15,350.00	\$15,350.00	\$15,350.00	\$15,350.00	\$15,350.00
14	Railroad Coordination/Permitting	LS	1	\$7,400.00	\$7,400.00	\$11,800.00	\$11,800.00	\$51,720.00	\$51,720.00
				TOTAL 1-14	\$513,168.25	TOTAL 1-14	\$584,121.34	TOTAL 1-14	\$592,818.00
15	Excavation for Parking Lot Extension	CY	475	\$28.31	\$13,447.25	\$28.45	\$13,513.75	\$28.00	\$13,300.00
16	Dense Graded Base	TON	900	\$24.70	\$22,230.00	\$18.25	\$16,425.00	\$24.00	\$21,600.00
17	HMA Pavement Lower Layer 3LT	TON	125	\$84.40	\$10,550.00	\$90.61	\$11,326.25	\$87.00	\$10,875.00
18	HMA Pavement Upper Layer 5LT	TON	80	\$86.10	\$6,888.00	\$92.76	\$7,420.80	\$109.00	\$8,720.00
19	Shouldering	LS	1	\$2,780.00	\$2,780.00	\$6,749.11	\$6,749.11	\$2,870.00	\$2,870.00
20	Restoration of Disturbed Area	SY	130	\$7.43	\$965.90	\$7.73	\$1,004.90	\$6.95	\$903.50
				TOTAL 15-20	\$56,861.15	TOTAL 15-20	\$56,439.81	TOTAL 15-20	\$58,268.50
21	Pulverized & Re-Laid Pavement	SY	14,080	\$1.95	\$27,456.00	\$2.00	\$28,160.00	\$2.35	\$33,088.00
22	HMA Pavement Lower Layer 3LT	TON	2,020	\$55.95	\$113,019.00	\$68.35	\$138,067.00	\$64.00	\$129,280.00
23	HMA Pavement Upper Layer 5LT	TON	1,260	\$70.75	\$89,145.00	\$73.53	\$92,647.80	\$76.00	\$95,760.00
24	Base & Subgrade Repair Comm Ex	CY	1,060	\$18.00	\$19,080.00	\$21.70	\$23,002.00	\$22.00	\$23,320.00
25	Base & Subgrade Repair Dense Grade	TON	2,000	\$19.00	\$38,000.00	\$18.50	\$37,000.00	\$21.00	\$42,000.00
26	Shouldering	LS	1	\$11,500.00	\$11,500.00	\$14,352.20	\$14,352.20	\$11,800.00	\$11,800.00
27	Pavement Markings	LS	1	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00
28	Restoration of Disturbed Area	SY	3,500	\$7.00	\$24,500.00	\$7.00	\$24,500.00	\$6.95	\$24,325.00
				TOTAL 21-28	\$335,200.00	TOTAL 21-28	\$370,229.00	TOTAL 21-28	\$372,073.00
29	HMA Pavement Upper Layer 5MT	TON	2,350	\$65.90	\$154,865.00	\$76.65	\$180,127.50	\$75.00	\$176,250.00
30	Shouldering	LS	1	\$11,425.00	\$11,425.00	\$10,935.24	\$10,935.24	\$7,500.00	\$7,500.00
31	Pavement Markings	LS	1	\$14,450.00	\$14,450.00	\$14,450.00	\$14,450.00	\$14,450.00	\$14,450.00
32	Remove Asphaltic Concrete Pavement Full Depth	SY	1,265	\$7.35	\$9,297.75	\$9.90	\$12,523.50	\$13.30	\$16,824.50
33	Base & Subgrade Repair Comm Ex	CY	100	\$28.00	\$2,800.00	\$25.85	\$2,585.00	\$28.00	\$2,800.00
34	Base & Subgrade Repair Dense Grade	TON	190	\$25.00	\$4,750.00	\$23.50	\$4,465.00	\$26.00	\$4,940.00
				TOTAL 29-34	\$197,587.75	TOTAL 29-34	\$225,086.24	TOTAL 29-34	\$222,764.50
35	HMA Pavement Upper Layer 5MT	TON	2,590	\$62.20	\$161,098.00	\$79.31	\$205,412.90	\$75.00	\$194,250.00
36	Shouldering	LS	1	\$11,425.00	\$11,425.00	\$10,768.66	\$10,768.66	\$6,980.00	\$6,980.00
37	Pavement Markings	LS	1	\$14,350.00	\$14,350.00	\$14,350.00	\$14,350.00	\$14,350.00	\$14,350.00
38	Remove Asphaltic Concrete Pavement Full Depth	SY	2,295	\$7.35	\$16,868.25	\$10.45	\$23,982.75	\$11.75	\$26,966.25
				TOTAL 35-38	\$203,741.25	TOTAL 35-38	\$254,514.31	TOTAL 35-38	\$242,546.25

39	Remove Asphaltic Concrete Pavement Full Depth	SY	1,900	\$7.35	\$13,965.00	\$5.53	\$10,507.00	\$7.15	\$13,585.00
40	HMA Pavement Lower Layer 3LT	TON	275	\$59.95	\$16,486.25	\$73.35	\$20,171.25	\$78.00	\$21,450.00
41	HMA Pavement Upper Layer 5LT	TON	170	\$81.50	\$13,855.00	\$77.55	\$13,183.50	\$99.50	\$16,915.00
42	Base & Subgrade Repair Comm Ex	CY	145	\$26.00	\$3,770.00	\$19.52	\$2,830.40	\$29.00	\$4,205.00
43	Base & Subgrade Repair Dense Grade	TON	275	\$24.00	\$6,600.00	\$18.90	\$5,197.50	\$27.00	\$7,425.00
44	Shouldering	LS	1	\$3,690.00	\$3,690.00	\$8,497.28	\$8,497.28	\$2,980.00	\$2,980.00
45	Concrete C&G	LF	203	\$53.13	\$10,785.39	\$80.00	\$16,240.00	\$75.00	\$15,225.00
				TOTAL 39-45	\$69,151.64	TOTAL 39-45	\$76,626.93	TOTAL 39-45	\$81,785.00
46	Mill & Remove Asphaltic Pavement	SY	9,895	\$1.60	\$15,832.00	\$2.53	\$25,034.35	\$3.20	\$31,664.00
47	HMA Pavement Upper Layer 5LT	TON	1,280	\$66.60	\$85,248.00	\$72.20	\$92,416.00	\$78.00	\$99,840.00
48	Shouldering	LS	1	\$5,575.00	\$5,575.00	\$8,942.05	\$8,942.05	\$4,990.00	\$4,990.00
				TOTAL 46-48	\$106,655.00	TOTAL 46-48	\$126,392.40	TOTAL 46-48	\$136,494.00
49	Pulverized & Re-Laid Pavement	SY	1,140	\$3.70	\$4,218.00	\$4.63	\$5,278.20	\$5.15	\$5,871.00
50	HMA Pavement Lower Layer 3LT	TON	170	\$60.35	\$10,259.50	\$84.55	\$14,373.50	\$80.00	\$13,600.00
51	HMA Pavement Upper Layer 5LT	TON	110	\$84.95	\$9,344.50	\$88.45	\$9,729.50	\$124.00	\$13,640.00
52	Base & Subgrade Repair Comm Ex	CY	85	\$29.15	\$2,477.75	\$29.35	\$2,494.75	\$29.00	\$2,465.00
53	Base & Subgrade Repair Dense Grade	TON	165	\$25.80	\$4,257.00	\$24.11	\$3,978.15	\$27.00	\$4,455.00
54	Shouldering	LS	1	\$3,690.00	\$3,690.00	\$4,661.90	\$4,661.90	\$2,250.00	\$2,250.00
				TOTAL 49-54	\$34,246.75	TOTAL 49-54	\$40,516.00	TOTAL 49-54	\$42,281.00
A1	Remove Asphaltic Concrete Pavement Full Depth	SY	9,490	\$3.75	\$35,587.50	\$3.71	\$35,207.90	\$5.00	\$47,450.00
A2	HMA Pavement Lower Layer 3LT	TON	1,365	\$57.00	\$77,805.00	\$77.76	\$106,142.40	\$67.00	\$91,455.00
A3	HMA Pavement Upper Layer 5LT	TON	900	\$72.65	\$65,385.00	\$79.18	\$71,262.00	\$80.00	\$72,000.00
A4	Base & Subgrade Repair Comm Ex	CY	1,190	\$19.00	\$22,610.00	\$30.21	\$35,949.90	\$25.00	\$29,750.00
A5	Base & Subgrade Repair Dense Grade	TON	2,255	\$19.00	\$42,845.00	\$22.00	\$49,610.00	\$23.50	\$52,992.50
A6	Shouldering	LS	1	\$12,330.00	\$12,330.00	\$24,936.15	\$24,936.15	\$9,980.00	\$9,980.00
A7	Restoration of Disturbed Areas	SY	100	\$7.43	\$743.00	\$7.43	\$743.00	\$6.95	\$695.00
				TOTAL A1-A7	\$257,305.50	TOTAL A1-A7	\$323,851.35	TOTAL A1-A7	\$304,322.50
B1	Failed Asphalt Pavement Repair	SY	2,350	\$15.99	\$37,576.50	\$14.29	\$33,581.50	\$16.00	\$37,600.00
B2	HMA Pavement Upper Layer 5LT	TON	425	\$125.00	\$53,125.00	\$125.80	\$53,465.00	\$110.00	\$46,750.00
B3	HMA Pavement Upper Layer 5MT	TON	175	\$102.00	\$17,850.00	\$132.35	\$23,161.25	\$115.00	\$20,125.00
				TOTAL B1-B3	\$108,551.50	TOTAL B1-B3	\$110,207.75	TOTAL B1-B3	\$104,475.00
C1	Failed Asphalt Pavement Repair	SY	200	\$31.10	\$6,220.00	\$37.92	\$7,584.00	\$25.00	\$5,000.00
C2	HMA Pavement Upper Layer 5MT	TON	60	\$149.50	\$8,970.00	\$146.50	\$8,790.00	\$155.00	\$9,300.00
				TOTAL C1-C@	\$15,190.00	TOTAL C1-C@	\$16,374.00	TOTAL C1-C2	\$14,300.00
D1	Forti Fiber	LBS	2,060	\$9.00	\$18,540.00	\$9.20	\$18,952.00	\$8.25	\$16,995.00
				TOTAL D1	\$18,540.00	TOTAL D1	\$18,952.00	TOTAL D1	\$16,995.00
E1	Forti Fiber	LBS	2,060	\$9.00	\$18,540.00	\$9.20	\$18,952.00	\$8.25	\$16,995.00
				TOTAL E1	\$18,540.00	TOTAL E1	\$18,952.00	TOTAL E1	\$16,995.00
F1	Forti Fiber	LBS	1,280	\$9.00	\$11,520.00	\$10.25	\$13,120.00	\$8.25	\$10,560.00
				TOTAL F1	\$11,520.00	TOTAL F1	\$13,120.00	TOTAL F1	\$10,560.00

G1	Concrete Driveway	SY	200	<table><tr><td>\$155.00</td><td>\$31,000.00</td></tr><tr><td>TOTAL G1</td><td>\$31,000.00</td></tr></table>		\$155.00	\$31,000.00	TOTAL G1	\$31,000.00	<table><tr><td>\$125.00</td><td>\$25,000.00</td></tr><tr><td>TOTAL G1</td><td>\$25,000.00</td></tr></table>		\$125.00	\$25,000.00	TOTAL G1	\$25,000.00	<table><tr><td>\$144.00</td><td>\$28,800.00</td></tr><tr><td>TOTAL G1</td><td>\$28,800.00</td></tr></table>		\$144.00	\$28,800.00	TOTAL G1	\$28,800.00
				\$155.00	\$31,000.00																
				TOTAL G1	\$31,000.00																
\$125.00	\$25,000.00																				
TOTAL G1	\$25,000.00																				
\$144.00	\$28,800.00																				
TOTAL G1	\$28,800.00																				
<u>Base Bid Total</u>		\$1,516,611.79	<u>Base Bid Total</u>		\$1,733,926.03	<u>Base Bid Total</u>		\$1,749,030.25													
Total Base, B1-B3, C1-C2, D1, E1, F1, G1				\$1,719,953.29	\$1,936,531.78		\$1,941,155.25														



An Equal Opportunity & Affirmative Action Employer

N3 W23650 Badinger Road | Waukesha, WI 53188
262.524.1700 | walbecgroup.com

City of Mequon, WI

ATT: Director of Public Works / City Engineer

RE: 2025 Road Improvements Bid Submitted by Payne + Dolan, Inc.

Per Wisconsin Statute 66.0901(5), I am writing to confirm that after our bid was opened, we discovered that an error was made on a single line intended to show a summation of all base bid items.

On page 0300-06, the bidder is asked to write the sum-total of all items 1 through 53. Rather than items 1 through 53, the sum-total of items 48 through 53 was written by mistake. This mistake was not made as a result of an omission with respect to examining the plans or specifications or in conforming with the provisions of any applicable State Statute.

Additionally, we would like to confirm that no errors were made in any unit price or subtotal entry and the correct sum-total of the submitted bid as determined by bid quantity multiplied by unit price is accurate. As we are the apparent low bidder, please confirm that we will be awarded the project contract with the submitted unit prices.

We apologize for the error and will work to ensure that this mistake is never repeated.

Thank You,

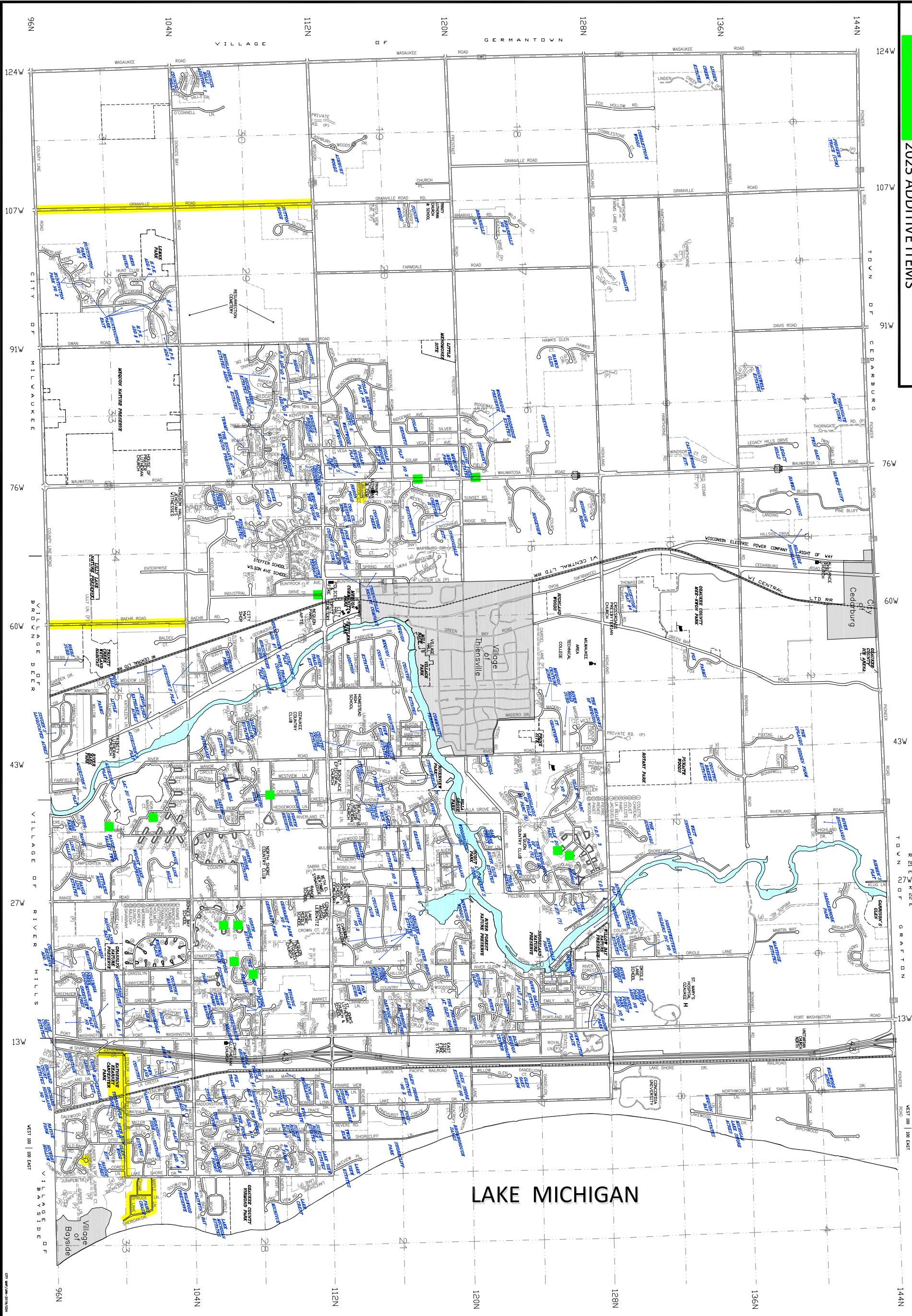
Jeffrey M Batchelor
Area Manager
262.366.5098

jbatchelor@walbecgroup.com

2025 Road Improvements

2025 ROAD IMPROVEMENTS

2025 ADDITIVE ITEMS





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

www.cityofmequonwi.gov

Office of Engineering

TO: Common Council
FROM: Jeremy Dandy, Engineering Technician
DATE: April 8, 2025
SUBJECT: RESOLUTION 4204 A Resolution Awarding the 2025 GSB-88 Bituminous Road Sealing Contract to Fahrner Asphalt Sealers of Waukegan, Wisconsin in an Amount Not-to-Exceed \$130,000

Background

At its February meeting, the Public Works Committee authorized staff to advertise contracts for the 2025 Annual Road Program. For the GSB-88 Bituminous Seal contract base bid, staff advertised 4.9 miles of GSB-88 Bituminous Pavement Sealing at an estimated total base cost of \$93,800.

Additive bids included 2.6 miles of additional GSB-88 Bituminous Sealing. The estimate for all of the additional streets was \$48,900. The additive bid items are bid per street so that any number of streets may be awarded in any combination. These additive bids were included to allow more work to be completed within budget, depending on bid prices received for the entire 2025 Annual Road Program.

The total estimate for the combined base bid and additive items was \$142,700.

Please see the attached location map and street list for roads included in the bid.

Analysis

The City received one bid for the 2025 GSB-88 Bituminous Seal contract with a low base bid of \$78,566 from Fahrner Asphalt Sealers, of Waukegan, Wisconsin.

The low base bid is approximately 16% less than the original base bid estimate. Staff recommends awarding the 4.9 miles of base bid streets and additive items A1-A15, which include an additional 2.6 miles.

	Fahrner Asphalt Sealers
Base Bid	\$ 78,566
Additive Bid Items A1-A15	\$ 47,493
Total	\$ 126,059

As a result of several recent contract awards, the Public Works Committee and Common Council have requested consideration of adding a contingency to the award amounts. Therefore, staff is recommending that the resolution approve an amount not-to-exceed \$130,000, which includes a

contingency of approximately 5% for additionally authorized efforts. The contingency will not be used for additive bid items; it is intended for additional work needed as a result of the spring thaw.

Fahrner Asphalt Sealers has applied GSB-88 bituminous sealer in Mequon in the past and has provided a quality work product.

Work on this contract can start as soon as the contract is fully executed. The completion date for this work is August 29, 2025. The bid opening sheet is attached.

Staff recommends that the Public Works Committee favorably endorse, and the Common Council approve the resolution to award the contract for the annual GSB-88 project.

Fiscal Impact

At the February meeting staff noted that there be a one-time transfer request from the Right-of-Way Asset Management account (10001) to help complete necessary maintenance. The amount requested is \$125,000 so that both the Crack Seal and GSB-88 contracts can award all base and additive items. There is adequate funding available in the Annual Road Program Maintenance account to award this project.

Recommendation

A recommendation is forthcoming from the Public Works Committee on April 8, 2025.

Attachments:

3762-25 GSB-88 Area Map (PDF)

3762-25 GSB-88 Street List (PDF)

3762-25 2025 Bid Opening Sheet GSB88 (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4204

A Resolution Awarding the 2025 GSB-88 Bituminous Road Sealing Contract to Fahrner Asphalt Sealers of Waukegan, Wisconsin in an Amount Not-to-Exceed \$130,000

RECITALS

A. The City of Mequon Engineering Division has advertised and received bids for the 2025 GSB-88 Bituminous Seal contract.

B. Staff have reviewed the various bids and contractor qualifications for the contracts.

C. The bids received for the total base bid project were less than estimated, therefore staff recommends award of the total base bid and additive bid items A1-A15.

D. To provide for additional services that may result from the spring thaw, the contract award amount shall be affirmed with a contingency, for a total not-to-exceed cost of \$130,000.

E. The project shall be invoiced to and paid for from the Annual Road Maintenance Capital Account (Project 10003).

F. A one-time transfer of funds from Right-of-Way Assets Capital Account - 410780-469001-10001 of \$125,000 will be transferred to the Annual Road Maintenance Capital Account (10003)

G. The Public Works Committee, at its meeting on April 8, 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 GSB-88 Contract is awarded to Fahrner Asphalt Sealers of Waukegan, Wisconsin, in the form attached hereto 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: April 8, 2025

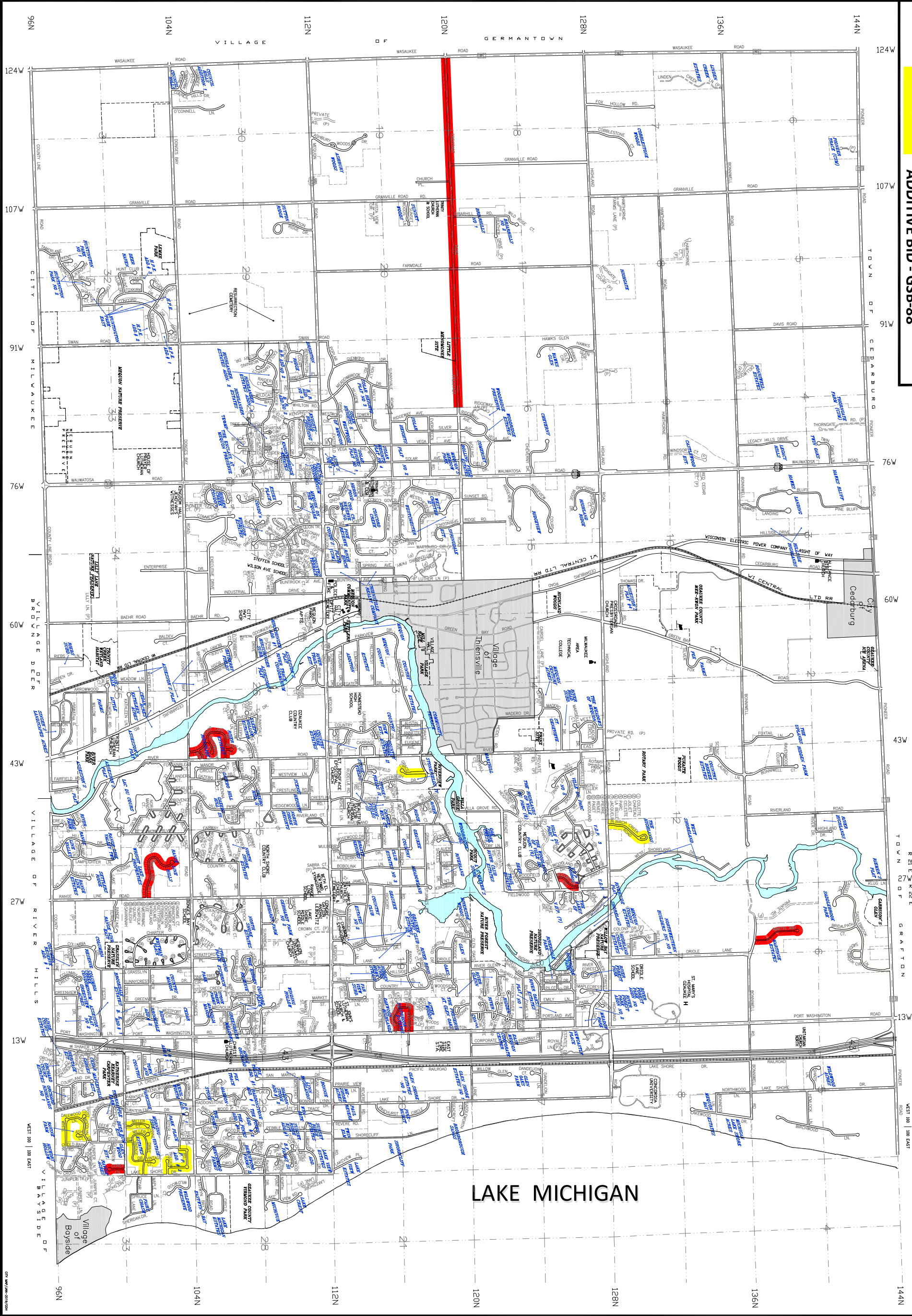
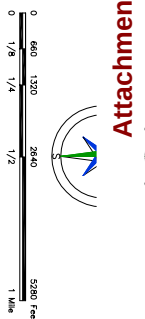
I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 8, 2025.

Caroline Fochs, City Clerk

BASE BID - GSB-88

ADDITIVE BID - GSB-88

2025 GSB-88 BITUMINOUS SEAL



2025 GSB-88 BITUMINOUS SEAL – Street List

ITEM NO.	STREET	LOCATION		W(ft.)	L(mi.) C/L
		FROM	TO		
MAIN ROADS (West of Milwaukee River)					
1	Freistadt Road	Wasaukee Road	2.5 Miles East	23	2.5
SUBDIVISIONS (West of Milwaukee River)					
2	Woodberry Drive	Yvonne Drive	Ville Du Parc Drive	20	0.18
SUBDIVISIONS (East of Milwaukee River)					
3	Martin Way	Bonniwell Road	Cul-de-sac	20	0.35
4	Eastbrook Drive	Port Washington Road	Port Washington Road	Varies	0.45
5	River Lake Drive	River Road	Donges Bay Road	24	0.52
6	River Lake Court	River Lake Drive	Cul-de-sac	24	0.06
7	River Willows Court	River Lake Drive	Cul-de-sac	24	0.12
8	Fox Run	River Lake Drive	River Road	24	0.08
9	Range Line Court	Range Line Road	Cul-de-sac	24	0.51
10	Corey Lane	Zedler Lane	Cul-de-sac	22	0.12

ADDITIVE BID ITEMS – Street List

ITEM NO.	STREET	LOCATION		W(ft.)	L(mi.) C/L
		FROM	TO		
A1	Birch Creek Road	Highland Road	Cul-de-sac	20	0.33
A2	Grace Court	Grave Avenue	Cul-de-sac	20	0.22
A3	Trillium Road	Lake Shore Road	Trillium Road	24	0.41
A4	Trillium Court	Trillium Road	Cul-de-sac	24	0.06
A5	Miller Court	Zedler Lane	Cul-de-sac	22	0.19
A6	Miller Drive	Lake Shore Road	Vintage Drive	24	0.30
A7	Vintage Drive	Miller Drive	Otto Road	24	0.22
A8	Vintage Court	Miller Drive	Cul-de-sac	24	0.08
A9	Anne Court	Miller Drive	Cul-de-sac	24	0.04
A10	Otto Road	Zedler Lane	Vintage Drive	24	0.05
A11	Woodlyn Drive	Otto Road	Post Court	24	0.16
A12	Ash Court	Woodlyn Drive	Cul-de-sac	24	0.05
A13	Post Court	Woodlyn Drive	Cul-de-sac	24	0.04
A14	Dalewood Lane	Post Court	White Oak Way	24	0.11
A15	White Oak Way	Dalewood Lane	Old Barn Road	24	0.22

Attachment: 3762-25 GSB-88 Street List (RESOLUTION 4204 : 2025 GSB-88 Bituminous Seal Contract Award)



CITY OF MEQUON

WISCONSIN

BIDS RECEIVED FOR: 2025 GSB-88 BITUMINOUS SEAL FILE #3762-25

BID OPENING:	3/26/2024	11:00 AM
	DATE	TIME

BIDDER	TOTAL BASE BID
Fahrner	\$78,566.00



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

www.cityofmequonwi.gov

Office of Public Works

TO: Common Council
FROM: Tim Weyker, Deputy Director of Public Works
DATE: April 8, 2025
SUBJECT: RESOLUTION 4205 A Resolution Authorizing the Following Contractors to Exceed \$25,000 in Annualized Expenditures for Work Performed on Behalf of City Departments During Fiscal Year 2025: Branch Out Land Clearing LLC, Egelhoff's Lawn Mower Service Inc., Ennis Paint Inc., Frank D Gillitzer Electric Company Ltd., Lannon Stone Products Inc., Western Culvert & Supply Inc., Traffic & Parking Control Company Inc., and Outdoor Lighting Construction Company, Inc.

Background

Policy Statement 11 Purchasing Policy, Section C. "Contracts for Services" requires Common Council approval for expenditures with a single vendor which exceed \$25,000. This applies to cumulative expenditures across the City, where individual contracts/services do not meet the minimum threshold requiring Common Council approval.

Analysis

Across the Public Works Department within the 2025 fiscal year, staff identified the following vendors anticipated to exceed \$25,000:

- Branch Out Land Clearing, LLC - Tree Removal
- Egelhoff's Lawn Mower Service, Inc. - Mowers, Chainsaws, and Other Power Equipment Supplies and Repair
- Ennis Paint, Inc. - Paint & Supplies for Road & Lot Pavement Marking
- Frank D Gillitzer Electric Company Ltd. - Street Light and Traffic Signal Maintenance/Repair, Water and Sewer Utility Work at Booster Pumps and Lift Stations, and Electric Maintenance/Repair at City Buildings
- Lannon Stone Products, Inc. - Aggregate Supplier
- Western Culvert & Supply, Inc. - Driveway and Crossroad Culverts
- Traffic & Parking Control Company, Inc. - Traffic Signal Parts & Repair
- Outdoor Lighting Construction Company, Inc - Traffic Signal Installation & Repair

As noted, the individual projects do not require Common Council authorization, only the approval to exceed \$25,000 with the named vendors.

Fiscal Impact

There is no fiscal impact. Anticipated expenditures will occur within each approved department or division budget. Each individual purchase or service will follow the City of Mequon

Purchasing Policy.

Recommendation

A recommendation is forthcoming from the Public Works Committee on April 8, 2025.

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4205

A Resolution Authorizing the Following Contractors to Exceed \$25,000 in Annualized Expenditures for Work Performed on Behalf of City Departments During Fiscal Year 2025: Branch Out Land Clearing LLC, Egelhoff's Lawn Mower Service Inc., Ennis Paint Inc., Frank D Gillitzer Electric Company Ltd., Lannon Stone Products Inc., Western Culvert & Supply Inc., Traffic & Parking Control Company Inc., and Outdoor Lighting Construction Company, Inc.

RECITALS

A. Policy Statement 11 Purchasing Policy, Section C. Contracts for Services requires Common Council approval for expenditures with a single vendor which exceed \$25,000.

B. This applies to cumulative expenditures across the City, where individual contracts/services do not meet the minimum threshold requiring Common Council approval.

C. Across the Public Works Department within the 2025 fiscal year, staff identified the following vendors, anticipated to exceed \$25,000:

- Branch Out Land Clearing, LLC (Vendor 12644)
- Egelhoff's Lawn Mower Service, Inc. (Vendor 10321)
- Ennis Paint, Inc. (Vendor 12352)
- Frank D Gillitzer Electric Company Ltd. (Vendor 10428)
- Lannon Stone Products, Inc. (Vendor 10625)
- Western Culvert & Supply, Inc. (Vendor 11266)
- Traffic & Parking Control Company, Inc. (Vendor 11151)
- Outdoor Lighting Construction Company, Inc. (Vendor 13593)

D. Each individual purchase or service during the remainder of Fiscal Year 2025 will follow the City of Mequon Purchasing Policy.

E. Public Works Committee approval is forthcoming on April 8, 2025.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin, that staff is authorized to exceed the expenditure limit of \$25,000 during the 2025 Fiscal Year with Branch Out Land Clearing, LLC, Egelhoff's Lawn Mower Service, Inc., Ennis Paint, Inc., Frank D Gillitzer Electric Company Ltd., Lannon Stone Products, Inc., Western Culvert & Supply, Inc., Traffic & Parking Control Company, Inc., and Outdoor Lighting Construction Company, Inc.

Approved by: Andrew Nerbun, Mayor

Date Approved: April 8, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 8, 2025.

Caroline Fochs, City Clerk



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

www.cityofmequonwi.gov

Office of Engineering

TO: Common Council
FROM: Dan Wellskopf, Field Coordinator
DATE: April 8, 2025
SUBJECT: RESOLUTION 4206 A Resolution Granting an Electrical Distribution Easement to Wisconsin Electric Power Company (We Energies) Upon the Mequon Nature Preserve Property Located at 8200 West County Line Road

Background

Wisconsin Electric Power Company (We Energies) is requesting an easement to relocate two 40-foot utility poles eight feet east upon the property located at 8200 West County Line Road. An 18-foot width is requested for the northerly utility pole to allow for guy wire placement. An exhibit of the easement limits is attached to this item.

As currently placed, the two utility poles in question would be located on the shoulder of a proposed bypass lane near the intersection of Swan Road and the planned Tundra Drive, a street being installed with the second phase of the Swan Ridge Farm subdivision.

8200 West County Line Road is the Mequon Nature Preserve property. The City owns the property, and the land is currently leased to the Mequon Nature Preserve, Inc. Corporation.

Analysis

The easement required for We Energies to move two utility poles will provide space from the bypass lane proposed along the northbound lane of Swan Road at the intersection with the planned Tundra Drive. As currently placed, the utility poles would be located on the shoulder of the planned bypass lane, which is less safe than a pole placement well outside the vehicle traveled way. Staff supports the new pole placement.

The proposed easement declaration document and sketch of the easement area are attached to this item. Pending Council approval, the sketch will be replaced by a permanent exhibit with a full legal description of the subject easement area.

Fiscal Impact

Compensation for easements is generally not provided when there is a direct benefit to the grantor. Conversely, the proposed easement and associated relocation of two utility poles will not result in any fiscal impact to the City.

Recommendation

A recommendation is forthcoming from the Public Works Committee on April 8, 2025.

Attachments:

Distribution Easement Overhead and Underground Electric and Communications (PDF)
Temporary Exhibit A (PDF)
Pole satellite view - Temporary Exhibit A (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4206

A Resolution Granting an Electrical Distribution Easement to Wisconsin Electric Power
Company (We Energies) Upon the Mequon Nature Preserve Property Located at 8200 West
County Line Road

RECITALS

A. The City of Mequon owns land at 8200 West County Line Road adjacent to North Swan Road, which is also known as the Mequon Nature Preserve property.

B. We Energies proposes to move two electrical transmission poles that are in conflict with future roadway plans near the north entrance of the Swan Ridge Farms subdivision.

C. Staff has reviewed the requested We Energies easement and is in agreement with the proposed relocation of the utility poles.

D. The Public Works Committee, at its meeting on April 8, 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 City hereby grants the easement to We Energies as proposed and shown on the attached easement documents.

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

Approved by: Andrew Nerbun, Mayor

Date Approved: April 8, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 8, 2025.

Caroline Fochs, City Clerk

**DISTRIBUTION EASEMENT
OVERHEAD AND UNDERGROUND
ELECTRIC AND COMMUNICATIONS**

Document Number

WR NO. **5071353** IO NO. **16852**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the **CITY OF MEQUON**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as strips of land varying in width being a part of Grantor's premises located in the **Northwest 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 33, Township 9 North, Range 21 East**, in the City of Mequon, Ozaukee County, Wisconsin.

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM P277
PO BOX 2046
MILWAUKEE, WI 53201-2046

14-033-02-005.00
(Parcel Identification Number)

- 1. Purpose:** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground, and to construct, erect, operate, maintain and replace overhead utility facilities, including a line of poles, together with the necessary conductors, anchors, guy wires, underground cable, pedestals, riser equipment and all other appurtenant equipment above ground, as deemed necessary by Grantee, for the transmission and distribution of electric energy, signals, television and telecommunications services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed by Grantee whenever it decides it is necessary so as not to interfere with Grantee's use of the easement area.
- 2. Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
- 3. Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric codes or any amendments thereto.
- 4. Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
- 5. Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
- 6. Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
- 7. Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
- 8. Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document or voluntarily waives the five day review period.

Grantor:**CITY OF MEQUON**

By _____

(Print name and title): _____

By _____

(Print name and title): _____

Personally came before me in _____ County, Wisconsin on _____, _____,
the above named _____, the _____
and _____, the _____
of the CITY OF MEQUON, for the municipal corporation, by its authority, and pursuant to Resolution File
No. _____ adopted by its _____ on _____, _____.

Notary Public Signature, State of Wisconsin_____
Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

This instrument was drafted by Barb Schaefer on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee,
Wisconsin 53201-2046.

Attachment: Distribution Easement Overhead and Underground Electric and Communications (RESOLUTION 4206 : We Energies Electrical

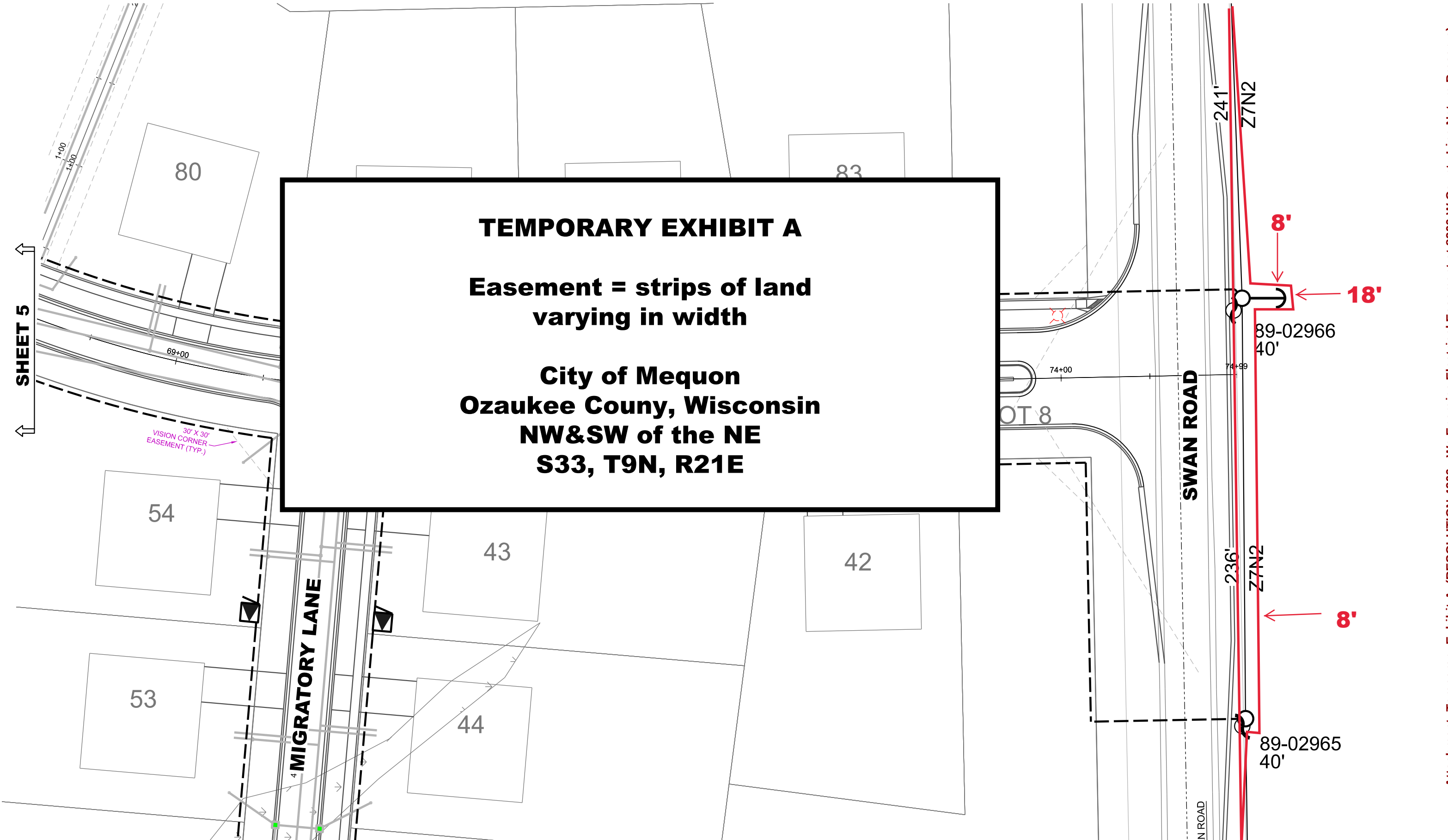


PRELIMINARY

NOT FOR CONSTRUCTION!



SHEET 5



TEMPORARY EXHIBIT A

Easement = strips of land
varying in width

City of Mequon
Ozaukee County, Wisconsin
NW&SW of the NE
S33, T9N, R21E



Attachment: Pole satellite view - Temporary Exhibit A (RESOLUTION 4206 : We Energies Electrical Easement at 8200 W County Line Nature



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

www.cityofmequonwi.gov

Office of Community Development

TO: Common Council
FROM: Kim Tollefson, Director of Community Development
DATE: April 8, 2025
SUBJECT: RESOLUTION 4207 A Resolution Approving Award of the FEMA Floodplain Letter of Map Change Contract to M Squared Engineering, LLC, Cedarburg, Wisconsin, in the Amount of \$75,300

Background

Last year, the City of Mequon approved Ordinance #2024-1662 which included adoption of 2024 Flood Insurance Rate Maps (FIRM) which went into effect on July 31, 2024. The City was required to adopt the new maps in order to remain in the National Flood Insurance Program. During this process, staff identified several issues related to the modeling that was performed to create the maps including the following:

1. The regulatory flow rate used for the Milwaukee River was significantly higher when compared to the historical data gage at Pioneer Road.
2. The unexplained substantial increase to the Base Flood Elevation along the Milwaukee River between Highland Road and Mequon Road.
3. The large expansion of the Floodway along the Milwaukee River north of County Line Road on both sides of the river.

On October 8, 2024, the Common Council approved a Request for Proposal (RFP) with M Squared Engineering in the amount of \$29,630 to conduct an independent review of the modeling that was completed to create the floodplain maps adopted by the City. The scope of the RFP includes a provision that requires the consultant to prepare a report that documents the findings of the review and make a presentation to the Common Council.

On March 11, 2025, representatives from M Squared presented findings and recommendations from their report to the Common Council Committee of the Whole. The report confirms that the flow rate used for the Milwaukee River in the original modeling was overstated by a factor of two. The consultant also identified several other technical issues with the model which contributed to the increase in the base flood elevation. Based on the recommended changes to the model, they estimate an approximate reduction in the base flood elevation of three feet in some areas. In order for the City and impacted residents to benefit from this reduction, the City would need to pursue a Letter of Map Change which would require DNR and FEMA approval. The consultant estimated this process will take approximately 12-18 months and cost approximately \$75,000. The Committee of the Whole, based on the findings in the report, directed staff to engage with M Squared to develop a scope and contract to initiate the Letter of Map Change process.

Analysis

While it is not possible to determine the exact impact, a reduction in the base flood elevation at levels presented in the report would have a significant impact on properties located along the Milwaukee River. Benefits to a reduced base flood elevation include the following:

- Elimination of the requirement for certain homeowners to retain flood insurance.
- Allowing certain properties to complete improvements to their dwellings without a fiscal limitation.
- Expanding opportunities for development on parcels that are currently restricted.
- Lowering the height required to elevate dwellings to take advantage of Act 175 provisions.
- Increasing the value of properties along the river by removing the flood plain designation.

Staff believes the LOMC process will provide the City with a much more accurate description of the floodplain along the Milwaukee River, and correct errors in the maps that are over twenty years in the making.

Fiscal Impact

As indicated in the attached agreement, the cost of contracting with M Squared Engineering for completion of the Letter of Map change is \$75,300. Currently, there are sufficient funds available in the City's Environmental Remediation Fund (Account #270000-683101 - Environmental Fund and Consultants - General) to cover this cost. While this account exists to satisfy any City-borne obligations resulting from a settlement payment received in the amount of \$873,199 from Monsanto Corporation in 2023, this segregated fund has generated satisfactory interest income over the last two years to adequately cover the cost of this contract as proposed.

Additionally, the Village of Thiensville, which also stands to benefit from the work undertaken in connection with this effort, has agreed to contribute to a share of the overall cost, in an amount proportionate to the Village's overall frontage along the Milwaukee River. In all, this equates to roughly \$5,000 (or 6.5%) of the project's overall cost.

Recommendation

A recommendation from Public Works Committee is forthcoming on April 8, 2025.

Attachments:

Exhibit A: Scope and Contract (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4207

A Resolution Approving Award of the FEMA Floodplain Letter of Map Change Contract to M Squared Engineering, LLC, Cedarburg, Wisconsin, in the Amount of \$75,300

RECITALS

A. The Community Development Department recommends M Squared Engineering (M Squared) as the sole source contractor based on the work done to date related to the scope of work that is necessary to effectuate a Letter of Map Change on behalf of the City of Mequon.

B. Staff has reviewed the M Squared contract for technical and qualitative requirements necessary to achieve a Letter of Map Change and finds it satisfactory.

C. Staff has determined that the contract received is reasonable and that adequate funds are available to accomplish the work, and on that basis has made a recommendation to the Public Works Committee.

D. Adequate funds for the contract costs of \$75,300 are available from the Environmental Fund and Consultants-General #270000-683101.

E. The Committee on Public Works at its meeting on April 8, 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 Contract with M Squared Engineering of Cedarburg, Wisconsin, in the form attached hereto is approved, and awarded 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: April 8, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 8, 2025.

Caroline Fochs, City Clerk



March 31, 2025

Mr. Jac Zader, AICP, EDFP, DFM
Assistant Director of Community Development
City of Mequon
Mequon, WI 53092

Re: Request for Design Engineering Services – City of Mequon
FEMA Floodplain Letter of Map Change

Dear Mr. Zader:

Thank you for the opportunity to provide engineering services to the City of Mequon to pursue a FEMA Letter of Map Change (LOMC) within the City of Mequon. As you know, M Squared Engineering is an established engineering firm with over 20 years of experience. We have served clients throughout the Midwest for various FEMA-related hydraulic analyses and permit coordination. We are well-equipped to tackle the needs of this project and deliver it successfully to the City of Mequon. Below is our scope of services and fee for your review and approval.

PROJECT UNDERSTANDING

FEMA has updated the City of Mequon's floodplain mapping. Based on M Squared Engineering's prior contract, the City is now requesting pursuit of a LOMC for the Milwaukee River within the City of Mequon limits. Several elements of the work proposed in this contract will be necessary to update the FEMA maps:

1. Approval of new regulatory flow rates used for the Milwaukee River upstream of the gage at Pioneer Road within the City of Mequon.
2. Modifications to the Base Flood Elevation (BFE) on the Milwaukee River, focusing on the section between Highland Road and Mequon Road.
3. Updates and revisions to the floodway for the Milwaukee River between Donges Bay Road and County Line Road based on the above.
4. Modifications to Trinity Creek mapping near the confluence with the Milwaukee River. This includes floodplain boundaries and floodway delineation downstream of the railroad west of the Ozaukee Interurban Trail.

Coordination with WDNR and FEMA will be necessary as part of this effort. Both agencies will have review authority of the work and cooperation with these agencies will be necessary for success of the mapping revisions.

SCHEDULE

M Squared Engineering anticipates a contract award in April 2025.

The proposed work is anticipated to commence by May 1, 2025 pending contract award. Several coordination meetings with WDNR and FEMA will be required during this process. M Squared Engineering does not have control over the length of time to arrange meetings with these agencies or the review time

Attachment: Exhibit A: Scope and Contract (RESOLUTION 4207 : M2 FEMA LOMA)

these agencies may take during the LOMC process. We will work diligently to continue our work on this as efficiently as possible.

SCOPE OF SERVICES

This proposal includes the following Services/Tasks:

1. Obtain Relevant and Regulatory Floodplain Data.

- a) **Current and Previous Maps:** Several of the H&H models, new Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) reports, and topographic data were collected during the prior contract. However, additional information from the Ozaukee County Milwaukee River modeling will be necessary to address the starting water surface elevation concerns at the county line. No additional field surveying is anticipated as part of this contract. *Should WDNR or FEMA require additional field survey or site visits, that would be considered out of the scope of this contract and provided as an additional service. Any fees associated with model requests through FEMA will be the responsibility of the City of Mequon.*
- b) **Additional Data:** Besides the information in **a)** above, no additional data is anticipated. *Should WDNR or FEMA require additional high-resolution topographic maps, historical flood data, and any other digital technical documentation required to create the new map, this would be considered out of the scope of this contract and provided as an additional service.*
- c) **GIS Data:** Besides the documents in **a)** above, no additional data is anticipated. *Should WDNR or FEMA require additional GIS data related to this project, it is assumed that these would be created or acquired by the City.*

2. Hydrologic Flow Changes Process

- a) **Hydrologic flow changes to the FIS Report and Regulatory Model:** Coordination with WDNR and preparation of supporting hydrologic data in a format suitable to WDNR to make hydrologic flow rate changes along the Milwaukee River will be required. This data was initially prepared and reviewed in the prior contract, therefore, this effort will focus on presenting a report and supporting documentation to WDNR. No hydrologic changes are anticipated on Trinity Creek. An in-person meeting will be held with WDNR and City of Mequon as a pre-submittal discussion to review the technical merits of the proposed flows as well as other technical considerations for the upcoming submittal.
- b) **Revise Model Inputs:** Update the hydrologic flow rates within the hydraulic regulatory models for the Milwaukee River based on coordination and approval with WDNR.

3. Regulatory Hydraulic Modeling Changes Process

- a) **Prepare the Duplicate Effective Model:** This includes presenting a duplicate model of the current regulatory model to show that it matches the FEMA mapping results.
- b) **Prepare the Corrected Effective Model:** Corrections to the effective model are all that is anticipated as there are no proposed man-made changes or improvements to the model. It is assumed that there will not be a proposed conditions model or a modified existing conditions model required. This effort is solely based on better available data and updates as follows:

- Changes to the regulatory flows and flow change locations within the watershed for the Milwaukee River
 - Extending the Milwaukee River downstream a sufficient distance to obtain an accurate water surface elevation that ties in with the Ozaukee County Milwaukee River model by computation instead of forcing a known starting water surface elevation.
 - Modifications to the n-values as discussed in the prior M Squared Engineering contract.
 - Modifications to the ineffective flows as discussed in the prior M Squared Engineering contract.
- c) **Prepare the Floodway Model:** Revise the HEC-RAS floodway model for the Milwaukee River segments noted in the Project Understanding above and as noted in the prior contract with M Squared Engineering. The floodway encroachments will meet the WDNR requirements as well as FEMA requirements following the FEMA floodway encroachment methodologies.
- d) **Review Model by WDNR:** Submittal and coordination with WDNR for review of the changes to the regulatory HEC-RAS modeling efforts above.
- e) **Review Model by FEMA:** Upon successful acceptance by WDNR, submittal and coordination with FEMA for review of the changes to the regulatory HEC-RAS modeling efforts above. *We do not anticipate fees being required by FEMA at this time, however, should they be required, fees associated with the FEMA submittal will be the responsibility of the City of Mequon and are not included in the fees for this contract.*

4. Mapping Process

- a) **Revise the FIS Report:** Revise the FIS with a focus on the Milwaukee River segments noted in the Project Understanding above. This includes floodway information tables, Milwaukee River flood profiles, and regulatory flows.
- b) **Revise Effective Floodplain Maps:** Prepare the necessary documents for a LOMC. This includes the following:
- Prepare a topographic work map in accordance with FEMA requirements. Note that no new survey data is anticipated, but this is FEMA nomenclature. This further includes:
 - Updated floodplain limits,
 - Revised floodway limits,
 - Planimetric Cross section locations and water surface elevations, and
 - Electronic files as necessary in support of the above.
 - Notification of affected residents as required by the CFR requirements.
 - Prepare the necessary MT-2 forms as required by FEMA.
 - Assistance and participation in any public comment period required by FEMA for the LOMC. Approximately, 24 hours have been allocated to this effort. *Should there be a demand for additional work in addition to this, the work will be invoiced at an hourly rate based on our standard current M Squared rates outside of this contract. This additional work will be pre-approved by the City of Mequon prior to performance of said work.*

PROJECT COSTS AND TIMELINE

We propose to provide the above scope of services for the Lump Sum Fee of \$75,300.

If the Notice to Proceed is issued April 2025, the timeline to complete the work is no later than February 2027. This accommodates any potential delays as noted above under SCHEDULE.

OWNER'S RESPONSIBILITY

- Provide all data under Task 1 and any other data requested.
- Provide access to all sites, if necessary.

ADDITIONAL LEVEL OF EFFORT / FEES

The following services are not included in the Scope of Services and may be added to the contract as needed:

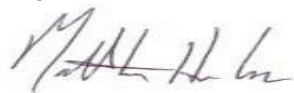
- a) Field survey to verify elevations.
- b) Additional areas not discussed under the Project Understanding.
- c) Additional Public and Stakeholder Meetings.
- d) Developing or creating new Hydrologic and Hydraulic models beyond those identified above.
- e) Excessive coordination with WDNR or FEMA outside of the normal, anticipated coordination is considered outside of the scope of this contract. Historically, we have seen conflicting directives from WDNR and FEMA requiring extensive time and effort beyond the normal and anticipated scope as defined in this contract. The current scope includes one (1) in-person meeting with WDNR, one (1) follow up virtual meeting with WDNR, and one (1) virtual meeting with FEMA. Additional meetings with these agencies would be considered out of scope.
- f) Any large format exhibits or large report printing required for meetings or client/agency submissions will be invoiced at our direct costs.

TERM OF ENGINEERS SERVICES

We welcome this opportunity to provide you with our floodplain review services. Please review this Proposal/Agreement and the enclosed General Terms and Conditions. If the Proposal/Agreement is acceptable, please sign, date, and return it to our office. This proposal is valid for twenty (20) days. Should you have any questions, please contact me at (262) 376-4246.

Respectfully,

M SQUARED ENGINEERING



Matthew Hahm | Principal Engineer
M Squared Engineering, LLC
Matt@MSquaredEngineering.com

Jac Zader, AICP, EDFP, DFM Date
Assistant Director of Community Development

Enclosure: General Terms and Conditions

M SQUARED ENGINEERING, LLC

GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions are attached to and are incorporated into the Proposal/Agreement (the Proposal/Agreement") dated **March 31, 2025**, by and between **M Squared Engineering, LLC** and the **City of Mequon** (hereafter called "Client").

1. **COMPLIANCE WITH LAWS:** M Squared Engineering, LLC (Engineer) will strive to exercise usual and customary professional care in its efforts to comply with those laws, codes, ordinances, and regulations relating to Engineer's services, which are in effect as of the date of this Agreement. With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation, and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. Therefore, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

2. **DESIGNATION OF AUTHORIZED REPRESENTATIVE:** Client and Engineer each shall designate one or more persons to act with authority on its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.

3. **STANDARD OF PRACTICE:** Engineer will strive to conduct services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement. No other representation, express or implied, and no warranty, guarantee, or success of the Project is included or intended in this Agreement or in any report, opinion, document, or otherwise.

4. **RESPONSIBILITY OF THE ENGINEER:** Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, Engineer, consultant, Contractor, or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement, or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

5. **AMENDMENT:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

6. **GOVERNING LAW:** This Agreement and the parties'

performance shall be governed by and construed in accordance with the laws of the State of Wisconsin and such other laws as may apply pursuant to Item 1 of these General Terms and Conditions.

7. **CLIENT'S RESPONSIBILITIES:** The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, to the extent arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and non-contributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the Project. Client further agrees that decisions concerning types and amounts of insurance are specific to the Project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

The Client will provide information concerning its design objectives, constraints, and criteria at its own expense. Designer is entitled to rely on the accuracy and completeness of information provided by Client for use by Designer.

8. **INFORMATION PROVIDED BY OTHERS:** The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy,

Attachment: Exhibit A: Scope and Contract (RESOLUTION 4207 : M2 FEMA LOMA)

General Terms and Conditions

completeness, and sufficiency of such information, either because it is impossible to verify or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

9. DOCUMENTS DELIVERED TO Client: Drawings, specifications, and reports prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising there from or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's Agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other Projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

10. REUSE OF DOCUMENTS: All Project Documents including but not limited to reports, original boring logs, field data, field notes, laboratory test data, calculations, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other Project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

11. RELATIONSHIP BETWEEN ENGINEER AND Client: Engineer shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.

12. CHANGES: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; provided, however, that Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.

13. FORCE MAJEURE: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

14. SUSPENSION OF SERVICES: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

15. TERMINATION: This Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead, and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

16. SUCCESSORS AND ASSIGNS: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

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17. **RELATIONSHIP TO PROPOSAL/AGREEMENT:** This Agreement, together with the Proposal/Agreement it is incorporated into, represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants, or understandings of any kind, matter, or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments, or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement and the Proposal/Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement. Should any term or provision of these General Terms and Conditions be inconsistent with, or conflict with, the Proposal/Agreement, the term or provision of the Proposal/Agreement shall control.

18. **PAYMENT:** Each Project will be assigned a Project number. Itemized invoices will be issued periodically, as indicated in the Proposal/Agreement or as Engineer otherwise determines by written notice to Client. Payment shall be due within 15 days of the date of the invoice or at such intervals as Engineer determines by written notice to Client. Amounts not paid when due will bear interest at the rate of 1.5% per month. Client further agrees to pay all reasonable costs and expenses, including reasonable attorneys' fees and legal expenses, incurred by Engineer in endeavoring to collect any amounts payable hereunder which are not paid when due. Payments due Engineer are not contingent upon Project approval or Project financing and are the sole responsibility of the Client.

In the event of Client's Failure to pay an invoice of Engineer within thirty (30) days from the date of the invoice or as otherwise specified, Engineer may, in addition to any other remedies it may have, in its sole discretion, suspend or stop all work on the Project without liability for partially ("half-done") work. Client will reimburse Engineer for all associated costs as previously set forth in Item 14 of this Agreement. Engineer shall have no liability whatsoever to the Client for any costs or damages incurred as a result of such suspension caused by non-payment or any other breach of this Agreement by the Client.

19. **GENERAL INDEMNIFICATION:** Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees to the extent caused by Engineer's negligent acts, errors or omissions in the performance of professional services under this Agreement. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless M Squared Engineering, LLC (and its members, employees, affiliates, successors and assigns) from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the Project that is the subject of this Agreement. In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage. Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

20. **LIMIT OF LIABILITY:** The Client and the Engineer have discussed the risks, rewards, and benefits of the Project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the applicable policy limits of Contractor's insurance policies. Such causes include but are not limited to the Engineer's negligence, errors, omissions, strict liability, or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Nothing contained within this Agreement is intended to be a waiver or estoppel of the contracting municipality Client 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 municipality Client 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.

21. **NOTICES:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.

22. **ACCESS AND PERMITS:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead, and fee) incident to any effort by Engineer toward assisting Client in such access, permits, or approvals, if Engineer performs such services.

23. **WAIVER OF CONTRACT BREACH:** The waiver by one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof must be in writing, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

24. **OPINIONS OF PROBABLE COST:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his opinions of probable Project Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him. If prior to the Bidding or Negotiating Phase,

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Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

25. **SEVERABILITY OF INVALID PROVISIONS:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

26. **HAZARDOUS MATERIALS:** It is acknowledged by both parties that Engineer's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Engineer or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of Engineer's services, Engineer may at his option and without liability for consequential or any other damages, suspend performance of services on the Project until Client retains appropriate specialist consultant(s) or Contractor (s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations.

27. **RIGHT OF ENTRY:** Client hereby grants Engineer and its subcontractors or agents the right to enter from time to time property owned by Client and/or other(s) in order for Engineer to fulfill the scope of services included hereunder. Client understands that use of exploration equipment may cause some damage, the correction of which is not part of this Agreement. Client also understands that the discovery of certain hazardous conditions and/or taking preventive measures relative to these conditions may result in a reduction of the Property's value. Accordingly, Client waives any claim against Engineer and its subcontractors or agents, and agrees to defend, indemnify and hold Engineer harmless from any claim or liability for injury or loss allegedly arising from procedures associated with subsurface exploration activities or discovery of hazardous materials or suspected hazardous materials. In addition, Client agrees to compensate Engineer for any time spent or expenses incurred by Engineer in defense of any such claim with compensation to be based upon Engineer's prevailing fee schedule and expense reimbursement policy. Engineer shall not be liable for damage or injury from damage to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to Engineer's attention in writing and correctly shown on the diagram(s) furnished by Client to Engineer.

28. **SAMPLES:** Soil, rock, water and/or other samples obtained from the Project site are the property of Client. Engineer shall preserve such samples for no longer than sixty (60) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is Client's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from Engineer's custody and transporting them to a disposal site. Client is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures. Due to the risks to which

Engineer is exposed, Client agrees to waive any claim against Engineer, and to defend, indemnify and hold Engineer harmless from any claim or liability for injury or loss arising from containing, labeling, transporting, testing, storing, or other handling of contaminated samples. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim, with such compensation to be based upon Engineer's prevailing fee schedule and expense reimbursement policy.

29. **DESIGN CONTINGENCY RESERVE:** The Client and Designer acknowledge that changes may be required because of possible omissions, ambiguities, or inconsistencies in the plans and specifications and, therefore, that the costs of the Project may exceed the initial construction contract sum. The Client and Designer will determine, before the start of construction, a reasonable design contingency reserve to be used, as required, to pay for any such increased Project costs. The Client further agrees to make no claim against Designer or Designer's subconsultants with respect to any payments within the limit of the design contingency reserve.

30. **WAIVER OF CONSEQUENTIAL DAMAGES:** The Designer and Client waive consequential damages, including lost profits, lost revenues, loss of use and loss of reputation, for claims relating to this Agreement. This mutual waiver is applicable to consequential damages arising from the parties' indemnification obligations.

31. **ADDITIONAL SERVICES:** If the Client requests or the Project requires services outside the scope of work described in the proposal, Designer will notify the Client and obtain its consent before starting the Additional Services. Compensation for Additional Services will be agreed in writing before the services are begun. Client agrees that time spent on changes to the work after approval by Client's authorized representative or a government authority is an Additional Service.

END OF GENERAL TERMS AND CONDITIONS