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Office of the City Clerk
Taped and Televised

COMMON COUNCIL
Regular Meeting
Tuesday, April 11, 2023 - 7:30 PM
or Immediately Following the
Sewer Utility District Commission Meeting
Christine Nuernberg Hall

Agenda

1) **Call to Order**

2) **Pledge of Allegiance**

3) **Roll Call**

4) **Public Hearings:**

   a) **ORDINANCE 2023-1639 -** An Ordinance Amending Chapter 50 and Section 46-133 of the Mequon Municipal Code, Relating to Nuisances Within the City Including Noise; **Tabled by Public Welfare Committee January 10, 2023; Recommended by Public Welfare Committee February 14, 2023; First Reading at Common Council March 14, 2023.**

      1) Public Hearing

      2) Consideration of Ordinance

   b) **ORDINANCE 2023-1640** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code, Related to Building and Site Plan Requirements for Properties Located in the Town Center and Arrival Corridor Zoning Districts; **Recommended by Planning Commission February 27, 2023; Recommended by Committee of the Whole March 14, 2023; First Reading at Common Council March 14, 2023.**

      1) Public Hearing

      2) Consideration of Ordinance

   c) **ORDINANCE 2023-1641** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code, Related to Turf Grass Height Limits During the Month of May; **Recommended by Public Welfare Committee January 10, 2023; Recommended by Planning Commission February 27, 2023; First Reading at Common Council March 14, 2023.**

      1) Public Hearing

      2) Consideration of Ordinance

d) **ORDINANCE 2023-1642 -** An Ordinance Amending Chapter 58 of the Mequon Municipal Code, Regarding Required Setbacks and Offsets for Properties Located within the City's R-2 (2-Acre) Zoning Districts; **Recommended by Public Welfare Committee January 10, 2023; Recommended by Planning Commission February 27, 2023; First Reading at Common Council March 14, 2023.**

1) Public Hearing

2) Consideration of Ordinance

e) **ORDINANCE 2023-1644** - An Ordinance Amending the Planned Unit Development (PUD) for New Castle Place (Lifespace) Located at 12500-12700 North Port Washington Road, Approving a New Concept Plan, Extending the Development Timeline, Modifying the Open Space Requirement and Updating Certain Approval Requirements; **Recommended by Planning Commission February 27, 2023; First Reading at Common Council March 14, 2023.**

1) Public Hearing

2) Consideration of Ordinance

f) **ORDINANCE 2023-1645 -** An Ordinance Amending Chapter 58 of the Mequon Municipal Code, to Rezone St. John's Evangelical Lutheran Church Located at 1600-1717 West Mequon Road from R-4 (Single-Family 3/4-Acre) to B-1 (Neighborhood Business District) and IPS (Institutional & Public Service) with a Planned Unit Development (PUD) Overlay, and Amend the City's Land Use Map from Residential (1.5 Acre) to Neighborhood Business and Institutional, in Connection with the Establishment of Proposed Commercial Office Space; **Recommended By Planning Commission January 23, 2023; First Reading at Common Council March 14, 2023.**

1) Public Hearing

2) Consideration of Ordinance

g) **ORDINANCE 2023-1646 -** An Ordinance Amending Chapter 58, Section 58-640 of the Mequon Municipal Code, Redefining the Reimbursement Options for Sanitary Sewer Costs; **Recommended by Planning Commission February 27, 2023; First Reading at Common Council March 14, 2023; Further Recommendation Forthcoming by Sewer Utility District Commission April 11, 2023.**

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) Common Council meeting minutes of March 14, 2023

b) Architectural Board meeting minutes of February 13, 2023

c) Festivals Committee meeting minutes of February 15, 2023

d) Joint Mequon-Thiensville Bike and Pedestrian Way Commission meeting minutes of February 9, 2023

e) Mequon Municipal Water Utility Commission meeting minutes of February 14, 2023

f) Planning Commission meeting minutes of February 27, 2023

g) Public Safety Committee meeting minutes of February 14, 2023

h) Public Welfare Committee meeting minutes of February 14, 2023

i) Public Works Committee meeting minutes of February 14, 2023

j) Sewer Utility District Commission meeting minutes of January 10, 2023

k) Tree Board meeting minutes of February 17, 2023

l) Zoning Enforcement and Site Compliance Report Through April 4, 2023

m) **RESOLUTION 4035** - A Resolution Approving the Final Plat for The Green at Mequon, a 7-Lot Conservation Subdivision Located at the Southwest Corner of Villa Grove and Freistadt Road; **Recommended by Planning Commission March 20, 2023.**

n) **RESOLUTION 4036** - A Resolution Approving a Development Agreement for a 10-Unit (5 Two-Family Buildings) Condominium Project Located Directly West of 11649 North Port Washington Road; **Recommended by Planning Commission March 20, 2023.**

o) 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 2023-1647** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code, to Rezone Properties Located at 14097, 14137, 14207 North Birchwood Lane from R-1 (Rural 5-Acre) to R-1 (Rural 5-Acre) with an Agricultural Overlay (OA); **Recommendation by Planning Commission March 20, 2023; First Reading.**

2) **ORDINANCE 2023-1648** - An Ordinance Amending Chapter 10 of the Mequon Municipal Code, Related to Residential Swimming Pools Standards; **Recommended by Public Welfare Committee April 11, 2023; First Reading.**

3) **ORDINANCE 2023-1649** - An Ordinance Amending the City of Mequon Operating Budget for Fiscal Year 2023 to Provide Supplemental Building Inspection Services, in an Amount Not-to-Exceed $91,520; **Recommendation Forthcoming by Finance-Personnel Committee April 11, 2023; First Reading.**

8) Ordinances: None.

9) Resolutions:

a) **RESOLUTION 4037** - A Resolution Approving a Contract for Supplemental Building Inspection Services with Bella Consulting, LLC through December 31, 2023, at an Annual Estimated Cost of $91,520; **Recommendation Forthcoming by Finance-Personnel Committee April 11, 2023.**

b) **RESOLUTION 4038** - A Resolution Adopting a Revised Fiscal Year 2023 Compensation Plan for Non-Represented Employees and Allocating $49,215 to Align Various Salaries with the New Pay Grades Contained Therein; **Recommendation Forthcoming by Finance-Personnel Committee April 12, 2023**

c) **RESOLUTION 4039** - A Resolution Supporting the Mequon-Thiensville Bike & Pedestrian Way Master Plan & Mequon Road Bicycle and Pedestrian Facilities and Authorizing Application for a Wisconsin Department of Transportation (WisDOT) Transportation Alternatives Program (TAP) Grant; **Recommendation Forthcoming by Public Works Committee April 11, 2023.**

d) **RESOLUTION 4040** - A Resolution Approving Award of the Public Safety Building Boiler Stack Replacement Contract to Dillett Mechanical of Waukesha, Wisconsin in an Amount Not-to-Exceed $77,000; **Recommendation Forthcoming by Public Works Committee April 11, 2023.**

e) **RESOLUTION 4041** - A Resolution Approving Award of the 2023 Buntrock Avenue Sidewalk Extension Project Contract to BMCI Contractors, Inc. of West Bend, Wisconsin, in an Amount Not-to-Exceed $45,000; **Recommendation Forthcoming by Public Works Committee, April 11, 2023.**

f) **RESOLUTION 4042** - A Resolution Approving Award of the 2023 GSB-88 Bituminous Seal Contract to Fahrner Asphalt Sealers, of Wanaukee, Wisconsin in an Amount Not-to-Exceed $199,000 and Authorizing a Budget Transfer from the Right-of-Way Assets Capital Account to the Annual Road Maintenance Account in an Amount Not-to-Exceed $174,425; **Recommendation Forthcoming by Public Works Committee April 11, 2023.**

g) **RESOLUTION 4043** - A Resolution Approving Award of the Courtland Drive Drainage Improvements Contract to All-Ways Contractors, Inc. of Elm Grove, Wisconsin, in the Amount of $106,000; **Recommendation Forthcoming by Public Works Committee, April 11, 2023.**

h) **RESOLUTION 4044** - A Resolution Approving the Award of a Contract for the Fiesta Lane Drainage Study to raSmith of Brookfield, Wisconsin in an Amount Not-to-Exceed $30,000; **Recommendation Forthcoming by Public Works Committee April 11, 2023.**

i) **RESOLUTION 4045** - A Resolution Approving a Development Agreement for Swan Ridge Farms Phase I, Consisting of 41 Lots Within a Total 83-Lot Subdivision Located Immediately South and West of 10129 North Swan Road; **Recommended by Planning Commission March 20, 2023; Further Recommendation Forthcoming by Mequon Municipal Water Utility Commission April 11, 2023; Further Recommendation Forthcoming by Sewer Utility District Commission April 11, 2023.**

j) **RESOLUTION 4046** - A Resolution Approving Award of a Contract to Replace Two Pumps and Six Valves at the Tamerlane Drive Lift Station "O" to Sabel Mechanical, LLC of Fond du Lac, Wisconsin in the Amount of $117,614; **Recommendation Forthcoming by Sewer Utility District Commission April 11, 2023.**

10) Specified Unfinished Business From Prior Meetings: None.

11) Specified New Business: None.

12) Adjourn

Dated: April 6, 2023 /s/ Andrew Nerbun, Mayor

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

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

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

TO: **Common Council**
FROM: **Brian Sajdak, City Attorney**
DATE: **January 10, 2023**
SUBJECT: **ORDINANCE 2023-1639 An Ordinance Amending Section 46-133 and Chapter 50 of the Mequon Municipal Code, Relating to Nuisances Within the City, Including Noise**

Background

Recently, the Public Welfare Committee asked to review the City's nuisance ordinance for potential amendments. Of particular interest to the Committee were nuisance animals (e.g., barking dogs) and other noise concerns. From staff's perspective, the review was also warranted based on experience and comments from prior mayors concerning the somewhat byzantine process for achieving nuisance abatement that is currently contained in the City Code. Under the current Code, nuisances are addressed in two separate sections. The first, consisting of sections 50-1 through 50-4, defines what constitutes a nuisance. The second, consisting of the remainder of the Code, covers the process for abating a nuisance. Noise violations, however, are addressed in both Chapter 50 and also in Section 46-133. The recommended ordinance before you address all of the concerns raised while also clarifying or streamlining the Code as well.

Discussion

As it relates to the process of abating a specific nuisance, the proposed ordinance streamlines the procedures to be followed. Under the current Code, a nuisance complaint that has been received must first be inspected by the Health Officer or the Police Chief, who then prepares a written report of its findings. If a nuisance exists, the report gets filed with the Mayor, who then submits it to the City Clerk for a subsequent hearing before the Common Council. Thereafter, the Common Council may order the abatement of the identified nuisance. If the nuisance is not abated, the City would then proceed to commence a nuisance abatement action in circuit court which could result in a court order allowing the City to abate the nuisance itself.

Obviously, there are a few problems with this approach. First, the inspecting officer often does not make sense - the City no longer employs a health officer, and the Police Department lacks the experience and training to address many potential nuisances (like building code violations). Second, in many cases, nuisance properties often have history with the various departments. In these cases, orders to correct and municipal citations have typically been utilized but have failed to bring about compliance. Based on that, it is foolish to believe that a new investigation and an appearance before the Common Council will suddenly make a non-cooperative property owner cooperative.

Thus, the proposed ordinance expands the list of City officials who can address nuisances directly. The proposed ordinance also eliminates the need to appear before the Council for a hearing before commencing circuit court action. The decision to proceed to circuit court can be made by the Mayor and City Administrator, or it could be brought to the Council to authorize the filing. The specific approach would be determined by considering the need for prompt action, the sensitivity involved in the situation, and even the anticipated cost.

With respect to how the Code addresses specific situations, there are two main changes. First, a new nuisance provision, Section 50-4(b)(11), was added to address any domestic pet which howls, barks, screeches, whines, cries or makes similar sounds. Second, noise violations and noise nuisances were combined to provide more clarity. Specifically, the proposed ordinance places all of the noise regulations within a newly revised Section 46-133. In addition to placing them all within the same code section, the draft also clarifies the various exceptions or modifications to the general noise rules that have been discussed by the Committee. On this point, there are two matters that should be highlighted.

The first matter to highlight is that the proposed ordinance combines all construction and outdoor power equipment noises into the same section with specified hours where these noises would be prohibited (unless another exemption applies) between 8:00 p.m. and 7:00 a.m. Monday through Friday, and between 8:00 p.m. and 8:00 a.m. on weekends and holidays. These restrictions apply equally to contractors and homeowners. The second item to highlight is that the proposed amendments are not intended to make significant changes to the City's current regulations, especially as it relates to noise that is part of commercial operations. Under both the existing regulations and the proposed amendments, noises that are expressly allowed by the City (e.g., permitted fireworks, conditional use approval with noise conditions, etc.) or that are otherwise ordinary and customary noises associated with an approved use, are permitted. Thus, for example, the extra noise associated with a drive-through teller window at a bank would be associated with a banking use and be allowed, but a building with an HVAC unit that is making lots of noise because it needs repair would not be allowed.

Finally, note that with the combination of all noise regulations into Section 46-133, the specific noise regulations currently found in Chapter 50 have been removed (and placed in 46-133). In its place, Chapter 50 now states that repeated or continual violations of Section 46-133 constitute a nuisance. Under this approach, singular, one-off type violations would be a violation of Section 46-133 and could be addressed by a citation. Repeated or continual violations could be escalated to a nuisance and addressed in circuit court.

Recommendation

The Public Welfare Committee recommended approval at its February 14, 2023, meeting by a vote of 3-0.

Attachments:
Chapter 50 - Clean (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2023-1639

An Ordinance Amending Section 46-133 and Chapter 50 of the Mequon Municipal Code, Relating to Nuisances Within the City, Including Noise

RECITALS

A. The Common Council previously adopted Chapter 50 of the Mequon Municipal Code, which regulates nuisances within the City.

B. Loud and excessive noise is among the nuisances regulated in Chapter 50.

C. The Common Council desires to amend Chapter 50 to provide additional clarity and to streamline the enforcement process.

D. In order to provide consistency in noise regulations, the Common Council also desires to amend Section 46-133, which regulates certain construction noises.

E. The regulation of nuisances within the City furthers 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 46-133 of the Mequon Municipal Code is repealed and recreated to read as follows:

Sec. 46-133. Loud noise prohibited.

(a) *In general*. Except as may be provided for otherwise in this section, no person shall make, continue, or cause to be made any loud, discordant, disturbing or unnecessary sounds or noises and/or annoying vibrations emanating from or in the proximity to a premises by persons associated with that premises, such as horns, whistles, music amplification equipment or public address systems, which would tend to annoy or disturb a person of ordinary sensibilities in the proximity of the premises.

(b) *Construction noise*. Reasonable and ordinary noises related to construction, excavation, demolition, alteration, or repair of any building or

development shall be exempt from the provisions of this section except that no person shall at any time between the hours of 8:00 p.m. and 7:00 a.m. on Monday through Friday, and 8:00 p.m. and 8:00 a.m. on Saturday, Sunday and public holidays create, as associated with any such construction activities, any loud or sharp noises, concussions or disturbing sounds that may tend to annoy or disturb a person of ordinary sensibilities. For purposes of enforcement of this article, public holidays shall include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, and the day of the week shall be based upon the day on which the time period ends (e.g., from 8:00 p.m. Friday night to 8:00 a.m. Saturday morning shall be deemed a Saturday).

(c) *Outdoor power equipment*. No person shall operate any gas-powered outdoor power equipment such as lawn mowers, saws, hedge clippers, leaf blowers, snow removal equipment, and the like between the hours of 8:00 p.m. and 7:00 a.m. except that snow removal equipment may be operated at any time during the pendency of an official snow emergency and at any time within 24 hours following a snowfall of two inches or greater.

(d) *Determining violations*. In determining whether a noise constitutes a violation under this section, the following characteristics and conditions should be considered when assessing whether the noise would tend to annoy or disturb a person of ordinary sensibilities:

(1) The time of day when the noise occurs.
(2) The duration of the noise.
(3) The frequency or pitch of the noise.
(4) The proximity of the noise to a structure in which sleeping may occur.
(5) The use, nature, and zoning of the property from which a noise emanates and the property where it is perceived.
(6) The number of people and their activities that are affected or are likely to be affected by the noise.
(7) The level of the noise in comparison to the level of ambient noise.

(e) *Approved or permitted noises*. Noises ordinarily associated with an approved use of property, or those noises which are expressly authorized by a permit, authorization or approval from a duly authorized governmental entity shall be exempt from these provisions.

(f) *Other exempted noises*. Noises associated with public works, agricultural and emergency operations shall be exempt from these provisions.

SECTION II

Chapter 50 of the Mequon Municipal Code is amended to read as follows (NOTE: Deleted text is ~~struck-through~~; Amended text is **bolded & double-underlined**):

Sec. 50-1. Public nuisance defined and prohibited.

(a) A public nuisance is a thing, act, occupation or use of property, which shall repeatedly occur or continue for a sufficient length of time so as to:

(1) Injure or endanger the safety, health, comfort or repose of the public;
(2) Offends public morals or decency;
(3) Unlawfully interfere with, obstruct, or tend to obstruct or render dangerous for passage a lake, navigable river, bay, stream, canal or basin or a public park, square, street, alley or highway;
(4) In any way render the public insecure in life or in the use of property;
(5) Generate three or more calls for police service for nuisance activities which occur at a premises, within a calendar year, in accordance with section 50-6 below.

(b) In all cases where no provision is herein made defining what are nuisances and how the same may be removed, abated, or pre-vented, in addition to what may be declared herein, those offenses which are known to the common law of the land and the Wisconsin Statutes as nuisances, may, in case the same exist within the city limits, be treated as such offenses and proceeded against as provided in this section or in accordance with other provisions of law.

(c) No person shall within the city, cause or create a public nuisance or permit a public nuisance to remain on premises owned or occupied by him.

Sec. 50-2. Public nuisances affecting health.

(a) No person shall within the City of Mequon, cause or create any public health nuisance or permit any public health nuisance to remain on premises owned or occupied by him.

(b) The following are hereby specifically declared to be nuisances affecting the public health:

(1) All decayed, spoiled, tainted, unwholesome or harmfully adulterated food, drink or drugs offered for sale to the public;
(2) All ponds or pools of stagnant water in which mosquitoes, flies or other insects can multiply;
(3) Carcasses of animals or fowl not buried, destroyed or otherwise disposed of in a sanitary manner within 24 hours after death;
(4) Accumulations of decayed animal or vegetable matter, trash,

manure, rubbish, rotting lumber or other debris to which are attracted flies, mosquitoes, insects, rats or other vermin;

(5) Privy vaults and garbage cans which are not fly tight;

(6) Pollution of any public well or cistern, stream, lake, canal or body of water by sewage, creamery or industrial waste or other substances;

(7) All noxious weeds as follows: Canada thistle, leafy spurge, field bindweed (creeping Jenny), and burdock, poison ivy, common ragweed and giant ragweed;

(8) Dense smoke, noxious fumes, gas, soot, cinders, fly ash or industrial dust in such quantities as to render the occupancy of property dangerous or uncomfortable to a person of ordinary sensibilities;

(9) Any dilapidated structure or building which harbors or is infested with vermin or rodents.

(10) The presence of wastewater or sewage effluent from buildings on the ground surface, backing up into the building and/or running into a surface water body, caused by a damaged, malfunctioning, improperly constructed or inadequately maintained private sewage system or private sewage lateral; also, any wastewater or sewage effluent that is not handled and disposed of in compliance with all applicable county and state codes.

Sec. 50-3. Public nuisances affecting morals and decency.

(a) No person shall within the City of Mequon, cause or create a public morals or decency nuisance or permit such nuisance to remain on premises owned or occupied by him.

(b) The following are hereby specifically declared to be public nuisances offending public morals and decency:

(1) All gambling devices, slot machines and punch boards, except as approved by the state;

(2) All houses kept for the purpose of prostitution or gambling.

Sec. 50-4. Public nuisances affecting peace and safety.

(a) No person shall within the City of Mequon, cause or create a public peace or safety nuisance or permit such nuisance to remain on premises owned or occupied by him.

(b) The following are specifically declared to be nuisances disturbing the public peace or endangering the public safety:

(1) All trees, hedges, billboards of other obstructions which prevent

persons driving automobiles or other vehicles on the city streets from having a clear view of traffic approaching an intersection from cross streets;

(2) ~~All loud, discordant or unnecessary noises and annoying vibrations~~ **Repeated or continuing violations of sec. 46-133;**

(3) All open or unguarded wells, cisterns, pools or excavations so located as to endanger public safety or the safety of children;

(4) All buildings, walls and other structures, which have been damaged by fire, decay or otherwise to an extent exceeding one-half their assessed value;

(5) All buildings or structures so old, dilapidated or out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human use;

(6) All unauthorized signs, signals, markings or devices which purport to be or may be mistaken as an official traffic control device placed or maintained upon or in view of any public highway, street, alley or railway crossing;

(7) All hanging signs, awnings and other similar structures over the streets, alleys or public ways of the city or projecting more than six feet over the sidewalks or so situated or constructed as to endanger the public safety;

(8) All tree limbs which are less than ten feet above the surface of any public sidewalk or 14 feet above the surface of any street;

(9) All dangerous, unguarded machinery in any public place, or so situated or operated on private property as to attract the public;

(10) The allowing of rain water, ice or snow to fall from any building or structure upon any street or sidewalk or to flow across any sidewalk.

(11) Keeping, harboring or maintaining any domestic pet which howls, barks, screeches, whines, cries or similar sounds which may be heard beyond the boundary of the property of the owner, keeper or harborer so as to materially interfere with or affect the health, comfort, peace and quiet of the public, or the reasonable use and enjoyment of the neighboring residential properties where the animal sounds are shown to have occurred either as an episode of continuous noise lasting for a minimum period of fifteen (15) minutes, or repeated episodes of intermittent noise lasting for a minimum period of thirty (30) minutes. It shall be an affirmative defense under this division that the animal was intentionally provoked by a party other than the owner to make such noise.

Sec. 50-5. Abatement of nuisances.

(a) ~~*Inspection of premises.* Whenever complaint is made to the mayor by a private citizen or any official or employee of the city that a public nuisance exists within the City of Mequon, the mayor, official or employee shall promptly notify~~

~~the health officer and the chief of police who shall inspect or cause to be inspected the premises upon which such nuisance is alleged to exist and shall make a written report of their findings to the mayor.~~ ***Enforcement.*** **The chief of police, the chief of the Southern Ozaukee Fire and Emergency Medical Services Department, director of the community development department, city engineer, and the building inspector shall have the power and authority to enforce those provisions of this chapter that come within the jurisdiction of their offices, and they shall make periodic inspections and inspections upon complaint to insure that such provisions are not violated. No action shall be taken under this section to abate a public nuisance unless the appropriate official shall have inspected or caused to be inspected the premises where the nuisance is alleged to exist and has been satisfied that a nuisance does in fact exist.**

(b) *Summary abatement procedure.*

(1) *Notice ~~to owner or occupant~~.* If the inspecting official shall determine that a public nuisance exists ~~on private property~~ **within the city** and that there is great and immediate danger to the public health, safety, morals, decency or peace, the mayor shall direct the chief of police to serve notice on **the person causing, permitting or maintaining such nuisance or upon** the owner or ~~upon the~~ occupant **of the premises where such nuisance is caused, permitted or maintained, and,** if the owner is a non-resident or cannot be found, ~~and~~ to post a copy of said notice on the premises. Such notice shall direct **the person causing, permitting or maintaining such nuisance or** the owner or occupant, as the case may be, to abate or remove such nuisance within a reasonable time of not less than 24 hours and shall state that unless such nuisance is so abated, the city will cause the same to be abated and will charge the cost thereof to the **person causing, permitting or maintaining the nuisance,** owner or occupant as the case may be.

(2) ~~*Failure of owner or occupant to abate nuisance*~~*Abatement by city.* ~~If the owner or occupant fails to comply with the aforesaid notice within the time limited or if he cannot be found, the health officer, in the case of health nuisances, and the chief of police in all other cases shall cause the abatement or removal of such public nuisance.~~ **If the nuisance is not abated within the time provided or if the owner, occupant or person causing the nuisance cannot be found, the inspecting official shall cause the abatement or removal of such public nuisance.**

(c) *Abatement in other cases.* **If the inspecting official shall determine that a public nuisance exists within the city, but that the nature of such nuisance does not threaten great and immediate danger to the public health, safety, peace, morals, decency or peace, the mayor shall direct the inspecting official**

to serve notice on the person causing, permitting or maintaining such nuisance or upon the owner or occupant of the premises where such nuisance is caused, permitted or maintained, and, if the owner is a non-resident or cannot be found, to post a copy of said notice on the premises. Such notice shall direct the person causing, permitting or maintaining such nuisance or the owner or occupant, as the case may be, to abate or remove such nuisance within a reasonable time of not less than 10 days. If such nuisance is not abated or removed within 10 days, the inspecting official shall report such fact to the mayor and city administrator, who may direct the city attorney to commence an action in circuit court for the abatement of the nuisance.

~~(1) *Notice to owner or occupant.* If the inspecting official shall determine that a public nuisance exists on private premises but that the nature of such nuisance is not such as to threaten great and immediate danger to the public health, safety, morals, decency or peace, they shall file written reports of their findings with the mayor, who shall forthwith direct the city clerk to issue a notice to the owner or occupant of the premises requiring him to appear before the common council at a regular or special meeting thereof on the day and time appointed by the mayor and then and there show cause, if any there be, why said nuisance should not be abated and removed at the cost and expense of the owner or occupant, as the case may be. A copy of said notice shall be served upon the owner or occupant of said premises by the chief of police at least ten days prior to the date set for hearing, or if the owner of the premises is a non-resident or cannot be found, a copy of such notice shall be published in the official newspaper and a like copy mailed to the owner directed to his last known address as shown by the records of the city treasurer at least 15 days before the date set for hearing.~~

~~(2) *Hearing.* At the time set for hearing the common council shall hear testimony relative to the facts and shall enter written findings thereon. If the council shall find that the public nuisance exists on said premises or is kept or maintained or allowed by the owner or occupant, it shall order the owner or occupant, as the case may be, to abate the same.~~

~~(3) *Failure of owner or occupant to abate.* In the event that the owner or occupant shall fail to comply with the order of abatement of the common council, the council shall, without further notice, order the chief of police to comply therewith and to make return of the cost and expense of abating or removing such nuisance to the city treasurer.~~

(d) *Cost of abating nuisance.* In addition to any other penalty imposed under this chapter for the maintenance of a nuisance, the cost of abating or removing a nuisance by the city shall be collected from the owner or occupant or person causing, permitting or maintaining said nuisance or, if notice to abate such nuisance has been given to the owner, such costs may be charged against the premises and assessed against the real estate as **a**~~other~~ special ~~taxes~~**charge**.

(e) *Remedies not exclusive.* ~~In addition to the methods of abatement of public nuisances specified in this section, the mayor or common council may also institute an action in the Ozaukee County circuit court for abatement of any public nuisance existing within the limits of the City of Mequon in accordance with the provisions of Wis. Stats. ch. 823.~~ **Nothing in this chapter shall be construed as prohibiting the abatement of public nuisances by the city or its officials in accordance with the laws of the State, nor as prohibiting an action to be commenced in the circuit court seeking a forfeiture as provided in section 1-7 of this Code.**

Sec. 50-6. Chronic nuisances premises.

(a) *Findings.* The city council finds that any premises that generates three or more responses in a one year period by the police department for nuisance activities as defined in subsection (b) below, has received more than the appropriate level of general and adequate city service and has placed an undue and inappropriate burden on the taxpayers of the city. The common council therefore authorizes the chief of police, as provided in this chapter, to require the premises owner or occupant to comply with nuisance abatement plans and to charge the owner or occupant of such premises the costs associated with abating the violations at the premises where nuisance activities chronically occur as set forth in section 50-9.

(b) *Definitions.* The following terms shall be defined as follows in this article, and the singular includes the plural and the plural includes the singular:

Chief means the chief of police or his or her designee.

Owner means a person who has legal title or possession, charge, care or control of premises, including as executor, administrator, trustee, or guardian of the estate of a person or property.

Person includes a corporation, organization, government or governmental subdivision or agency, business trust, estate, trust, partnership, association, limited liability company or any other legal entity.

Person associated with premises means the premises owner, operator, manager, resident, occupant, guest, visitor, or person present on the premises (other than trespasser) or employee or agent of any of the above persons associated with the premises.

Police department response means a sworn, on-duty city police officer is dispatched to a premises in response to a good faith report of nuisance activity, as defined below, occurring or having occurred at the premises, which complaint said officer finds to be credibly supported during his/her investigation, and which results in an arrest, or the issuance of a citation, or a criminal or juvenile

complaint.

Premises means an individual building, dwelling, or dwelling unit and associated common areas or vacant land.

Nuisance activity means any of the following activities, behaviors, or conduct whenever engaged in by persons associated with a premises that causes or results in:

(1) An act of harassment, as defined in Wis. Stats. § 947.013;
(2) Disorderly conduct, as defined in Wis. Stats. § 947.01;
(3) Battery, substantial battery, or aggravated battery, as defined in Wis. Stats. § 940.19;
(4) Lewd and lascivious behavior, as defined in Wis. Stats. § 944.20;
(5) Prostitution, as defined in Wis. Stats. § 944.30;
(6) Theft, as defined in Wis. Stats. § 943.20;
(7) Receiving stolen property, as defined in Wis. Stats. § 943.34;
(8) Arson, as defined in Wis. Stats. § 943.02;
(9) Possession, manufacture, or delivery of a controlled substance or related offenses, as defined in Wis. Stats. Ch. 961;
(10) Gambling, as defined in Wis. Stats. § 945.02;
(11) Trespassing, as defined in Wis. Stats. §§ 943.13 and 943.14;
(12) The execution of arrest or search warrants at a particular premises;
(13) Alcohol violations, as defined in section 14-24 of the Code, and Wis. Stats. § 125.07;
(14) Obstructing or resisting an officer, as defined in Wis. Stats. § 946.41;
(15) Violation of occupancy restrictions, as defined in the Code;
(16) Any conspiracy to commit, as defined in Wis. Stats. § 939.31, or attempt to commit, as defined in Wis. Stats. § 939.32, any of the activities, behaviors, or conduct enumerated in this subsection (b);
(17) Making, continuing or causing to be made any loud, disturbing or unnecessary sounds or noises emanating from or in the proximity to a premises by persons associated with that premises, such as horns, whistles, music amplification equipment~~,~~ **or** public address systems~~; and construction or repair machinery or garden and lawn equipment between the hours of 10:00 p.m. and 6:00 a.m.~~, which would tend to annoy or disturb a person of ordinary sensibilities in the proximity of the premises.
(18) Repeated or continuing violations of sec. 46-133.

(c) *Chronic nuisance notice to property owner*. Whenever the police department has responded to three or more nuisance activities that have occurred at a premises during any consecutive 12-month period, the chief may notify the premises owner or occupant in writing that the premises constitutes a chronic nuisance. In calculating the requisite nuisance activities, the chief may count separate qualifying nuisance activities occurring on the same day (as long as they

are distinct in time) or different days and further may consider whether or not to count a qualifying nuisance activity when it is reported by a person associated with the premises under circumstances that would encourage and not penalize self-reporting and facilitate police response for the benefit of the community.

Pursuant to Wis. Stats. § 66.0627(7), police department responses related to (a) domestic abuse, as defined in § 813.12 (1) (am), (b) sexual assault, as described under §§ 940.225, 948.02, and 948.025, or (c) stalking, as described in § 940.32 shall not be used in calculating the nuisance activities to constitute a chronic nuisance.

The notice shall contain the street address or legal description sufficient to identify the premises, a description of the nuisance activities that have occurred at the premises, a statement indicating that the cost of future enforcement may be assessed as a special charge against the premises, and a notice as to the appeal rights of the owner.

(d) The notice required in subsection (c) above shall be deemed to be properly delivered if sent either by first class mail to the premises owner's or occupant's last known address (deemed delivered on third day after depositing in mail) or if delivered in person to the premises owner. If the premises owner or occupant cannot be located, the notice shall be deemed to be properly delivered if a copy of it is left at the premises owner's or occupant's usual place of abode in the presence of some competent member of the family at least 14 years of age or a competent adult currently residing there and who shall be informed of the contents of the notice. If a current address cannot be located, it shall be deemed sufficient if a copy of the notice is sent by first class mail to the last known address of the owner or occupant as listed in city records.

Sec. 50-7. Abatement plan.

Any owner receiving notice pursuant to section 50-6 shall meet with the chief within five days of receipt of such notice. The parties shall review the nuisance activities occurring at the premises for the purpose of determining the appropriate abatement plan for the premises. Within ten days of this meeting unless the chief agrees in writing to a longer period, the owner shall comply with the abatement plan agreed upon with the chief to end the nuisance activity on the premises. The plan shall also specify a name, address, telephone number and if applicable a fax number and e-mail address of a person living within 60 miles of the premises who can be contacted in the event of further police, fire, or inspection contact.

Sec. 50-8. Penalties for failure to comply with abatement plan.

Any person failing to comply with the abatement plan under section 50-7 shall be subject to a penalty as provided under section 1-7 of the Code.

Sec. 50-9. Additional nuisance activity.

If additional nuisance activity shall occur within 12 months after the notice authorized under subsection 50-6(c) has been issued to the owner or occupant, and this additional nuisance activity has occurred not less than 15 days after such notice had been served, and the chief determines that reasonable efforts have not yet been made to abate the nuisance activity, then the chief shall calculate the cost of police department personnel response for this additional and any subsequent nuisance activities occurring within 12 months of the last nuisance activity, and shall prepare a statement of such costs to be assessed to the owner or occupant of the premises as a special charge against the property. The chief shall send the assessment of the cost of police response to the premises owner or occupant and notify the owner or occupant in writing that the assessment must be paid within 30 days or it will be levied and collected as a special charge pursuant to Wis. Stats. § 66.0627. This assessment of police costs and the notice shall be prepared and delivered in the manner provided for in section 50-6, and the chief shall provide a copy to the office of the city treasurer.

Sec. 50-10. Eviction or retaliation prohibited.

(a) It shall be unlawful for a landlord to terminate the lease agreement or periodic tenancy of any tenant or otherwise retaliate against any tenant because that tenant complained to the chief about nuisance activity on the landlord's premises. It shall be presumed that any attempt to increase charges, reduce services, or to otherwise harass or retaliate against the tenant during the twelve-month period following receipt of the complaint by the chief constitutes unlawful retaliation under this subsection. Such presumption shall be rebutted by the preponderance of evidence that the actions taken by the landlord were based upon good cause. "Good cause" as used in this subsection means that a landlord must show good cause for his or her actions, other than one related to or caused by the operation of this section. Notwithstanding the foregoing, a tenant's lease agreement or periodic tenancy may be terminated for a failure to pay rent; committing nuisance activity as defined in section 50-67; violating the terms and conditions of the lease agreement or periodic tenancy or as otherwise provided in Wis. Stats. ch. 709, and ch. Ag. 134, Wis. Adm. Code. A landlord's failure to renew a lease agreement or periodic tenancy upon expiration of such lease agreement or periodic tenancy shall not be deemed a violation of this subsection.

(b) Any person violating the above section shall be subject to a penalty as provided under section 1-7 of the Code.

Sec. 50-11. Appeal.

The chief's decision under sections 50-6 through 50-9 may be appealed to the board of appeals in accordance with the provisions of section 58-41 of the Code, except that any appeal of the chief's decision(s) under sections 50-6 through 50-9

of the Code must be filed within 15 days of receipt of the written decision or order being appealed. The board of appeals, after deciding such appeal(s) under this article, shall transmit a signed copy of the board's decision to the appellant and to the chief.

SECTION III

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

SECTION IV

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

SECTION V

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

_____
Approved by: Andrew Nerbun, Mayor

Date Approved: April 11, 2023

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 11, 2023.

_____
Caroline Fochs, City Clerk

Published: _____

EXHIBIT A
Clean Version of Chapter 50 as Revised

Sec. 50-1. Public nuisance defined and prohibited.

(a) A public nuisance is a thing, act, occupation or use of property, which shall repeatedly occur or continue for a sufficient length of time so as to:

(1) Injure or endanger the safety, health, comfort or repose of the public;

(2) Offends public morals or decency;

(3) Unlawfully interfere with, obstruct, or tend to obstruct or render dangerous for passage a lake, navigable river, bay, stream, canal or basin or a public park, square, street, alley or highway;

(4) In any way render the public insecure in life or in the use of property;

(5) Generate three or more calls for police service for nuisance activities which occur at a premises, within a calendar year, in accordance with section 50-6 below.

(b) In all cases where no provision is herein made defining what are nuisances and how the same may be removed, abated, or pre-vented, in addition to what may be declared herein, those offenses which are known to the common law of the land and the Wisconsin Statutes as nuisances, may, in case the same exist within the city limits, be treated as such offenses and proceeded against as provided in this section or in accordance with other provisions of law.

(c) No person shall within the city, cause or create a public nuisance or permit a public nuisance to remain on premises owned or occupied by him.

Sec. 50-2. Public nuisances affecting health.

(a) No person shall within the City of Mequon, cause or create any public health nuisance or permit any public health nuisance to remain on premises owned or occupied by him.

(b) The following are hereby specifically declared to be nuisances affecting the public health:

(1) All decayed, spoiled, tainted, unwholesome or harmfully adulterated food, drink or drugs offered for sale to the public;

(2) All ponds or pools of stagnant water in which mosquitoes, flies or other insects can multiply;

(3) Carcasses of animals or fowl not buried, destroyed or otherwise disposed of in a sanitary manner within 24 hours after death;

(4) Accumulations of decayed animal or vegetable matter, trash, manure, rubbish, rotting lumber or other debris to which are attracted flies, mosquitoes, insects, rats or other vermin;

(5) Privy vaults and garbage cans which are not fly tight;

(6) Pollution of any public well or cistern, stream, lake, canal or body of water by sewage, creamery or industrial waste or other substances;

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(7) All noxious weeds as follows: Canada thistle, leafy spurge, field bindweed (creeping Jenny), and burdock, poison ivy, common ragweed and giant ragweed;

(8) Dense smoke, noxious fumes, gas, soot, cinders, fly ash or industrial dust in such quantities as to render the occupancy of property dangerous or uncomfortable to a person of ordinary sensibilities;

(9) Any dilapidated structure or building which harbors or is infested with vermin or rodents.

(10) The presence of wastewater or sewage effluent from buildings on the ground surface, backing up into the building and/or running into a surface water body, caused by a damaged, malfunctioning, improperly constructed or inadequately maintained private sewage system or private sewage lateral; also, any wastewater or sewage effluent that is not handled and disposed of in compliance with all applicable county and state codes.

Sec. 50-3. Public nuisances affecting morals and decency.

(a) No person shall within the City of Mequon, cause or create a public morals or decency nuisance or permit such nuisance to remain on premises owned or occupied by him.

(b) The following are hereby specifically declared to be public nuisances offending public morals and decency:

(1) All gambling devices, slot machines and punch boards, except as approved by the state;

(2) All houses kept for the purpose of prostitution or gambling.

Sec. 50-4. Public nuisances affecting peace and safety.

(a) No person shall within the City of Mequon, cause or create a public peace or safety nuisance or permit such nuisance to remain on premises owned or occupied by him.

(b) The following are specifically declared to be nuisances disturbing the public peace or endangering the public safety:

(1) All trees, hedges, billboards of other obstructions which prevent persons driving automobiles or other vehicles on the city streets from having a clear view of traffic approaching an intersection from cross streets;

(2) Making, continuing or causing to be made any loud, discordant, disturbing or unnecessary sounds or noises and/or annoying vibrations emanating from or in the proximity to a premises by persons associated with that premises, such as horns, whistles, music amplification equipment, public address systems, which would tend to annoy or disturb a person of ordinary sensibilities in the proximity of the premises;

(3) All open or unguarded wells, cisterns, pools or excavations so located as to endanger public safety or the safety of children;

(4) All buildings, walls and other structures, which have been damaged by fire, decay or otherwise to an extent exceeding one-half their assessed value;

(5) All buildings or structures so old, dilapidated or out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human use;

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(6) All unauthorized signs, signals, markings or devices which purport to be or may be mistaken as an official traffic control device placed or maintained upon or in view of any public highway, street, alley or railway crossing;

(7) All hanging signs, awnings and other similar structures over the streets, alleys or public ways of the city or projecting more than six feet over the sidewalks or so situated or constructed as to endanger the public safety;

(8) All tree limbs which are less than ten feet above the surface of any public sidewalk or 14 feet above the surface of any street;

(9) All dangerous, unguarded machinery in any public place, or so situated or operated on private property as to attract the public;

(10) The allowing of rain water, ice or snow to fall from any building or structure upon any street or sidewalk or to flow across any sidewalk.

(11) Keeping, harboring or maintaining any domestic pet which howls, barks, screeches, whines, cries or similar sounds which may be heard beyond the boundary of the property of the owner, keeper or harborer so as to materially interfere with or affect the health, comfort, peace and quiet of the public, or the reasonable use and enjoyment of the neighboring residential properties where the animal sounds are shown to have occurred either as an episode of continuous noise lasting for a minimum period of fifteen (15) minutes, or repeated episodes of intermittent noise lasting for a minimum period of thirty (30) minutes. It shall be an affirmative defense under this division that the animal was intentionally provoked by a party other than the owner to make such noise.

(12) The operation of construction or repair machinery, recreational vehicles, garden and lawn equipment, or the like between the hours of 9:00 p.m. and 7:00 a.m. on Monday through Friday, or 9:00 p.m. and 8:00 a.m. on Saturday, Sunday and public holidays. For the purposes of this section, public holidays shall include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, and the day of the week shall be based upon the day on which the time period ends (e.g., form 9:00 p.m. Friday night to 8:00 a.m. Saturday morning shall be deemed a Saturday). This section shall not apply to emergency operations related to utility repairs, municipal operations (including snow removal) or agricultural operations.

Sec. 50-5. Abatement of nuisances.

(a) *Enforcement*. The chief of police, the chief of the Southern Ozaukee Fire and Emergency Medical Services Department, director of the community development department, city engineer, and the building inspector shall have the power and authority to enforce those provisions of this chapter that come within the jurisdiction of their offices, and they shall make periodic inspections and inspections upon complaint to insure that such provisions are not violated. No action shall be taken under this section to abate a public nuisance unless the appropriate official shall have inspected or caused to be inspected the premises where the nuisance is alleged to exist and has been satisfied that a nuisance does in fact exist.

(b) *Summary abatement procedure.*

(1) *Notice.* If the inspecting official shall determine that a public nuisance exists on within the city and that there is great and immediate danger to the public health, safety,

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morals, decency or peace, the mayor shall direct the chief of police to serve notice on the person causing, permitting or maintaining such nuisance or upon the owner or occupant of the premises where such nuisance is caused, permitted or maintained, and, if the owner is a non-resident or cannot be found, post a copy of said notice on the premises. Such notice shall direct the person causing, permitting or maintaining such nuisance or the owner or occupant, as the case may be, to abate or remove such nuisance within a reasonable time of not less than 24 hours and shall state that unless such nuisance is so abated, the city will cause the same to be abated and will charge the cost thereof to the person causing, permitting or maintaining the nuisance, owner or occupant as the case may be.

(2) If the nuisance is not abated within the time provided or if the owner, occupant or person causing the nuisance cannot be found, the inspecting official shall cause the abatement or removal of such public nuisance.

(c) *Abatement in other cases.* If the inspecting official shall determine that a public nuisance exists within the city, but that the nature of such nuisance does not threaten great and immediate danger to the public health, safety, peace, morals, decency or peace, the mayor shall direct the inspecting official to serve notice on the person causing, permitting or maintaining such nuisance or upon the owner or occupant of the premises where such nuisance is caused, permitted or maintained, and, if the owner is a non-resident or cannot be found, to post a copy of said notice on the premises. Such notice shall direct the person causing, permitting or maintaining such nuisance or the owner or occupant, as the case may be, to abate or remove such nuisance within a reasonable time of not less than 10 days. . If such nuisance is not abated or removed within 10 days, the inspecting official shall report such fact to the mayor, who may direct the city attorney to commence an action in circuit court for the abatement of the nuisance.

(d) *Cost of abating nuisance.* In addition to any other penalty imposed under this chapter for the maintenance of a nuisance, the cost of abating or removing a nuisance by the city shall be collected from the owner or occupant or person causing, permitting or maintaining said nuisance or, if notice to abate such nuisance has been given to the owner, such costs may be charged against the premises and assessed against the real estate as a special charge.

(e) *Remedies not exclusive.* Nothing in this chapter shall be construed as prohibiting the abatement of public nuisances by the city or its officials in accordance with the laws of the State, nor as prohibiting an action to be commenced in the circuit court seeking a forfeiture as provided in section 1-7 of this Code.

Sec. 50-6. Chronic nuisances premises.

(a) *Findings.* The city council finds that any premises that generates three or more responses in a one year period by the police department for nuisance activities as defined in subsection (b) below, has received more than the appropriate level of general and adequate city service and has placed an undue and inappropriate burden on the taxpayers of the city. The common council therefore authorizes the chief of police, as provided in this chapter, to require the premises owner or occupant to comply with nuisance abatement plans and to charge the owner or occupant of such premises the costs associated with abating the violations at the premises where nuisance activities chronically occur as set forth in section 50-9.

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(b) *Definitions.* The following terms shall be defined as follows in this article, and the singular includes the plural and the plural includes the singular:

Chief means the chief of police or his or her designee.

Owner means a person who has legal title or possession, charge, care or control of premises, including as executor, administrator, trustee, or guardian of the estate of a person or property.

Person includes a corporation, organization, government or governmental subdivision or agency, business trust, estate, trust, partnership, association, limited liability company or any other legal entity.

Person associated with premises means the premises owner, operator, manager, resident, occupant, guest, visitor, or person present on the premises (other than trespasser) or employee or agent of any of the above persons associated with the premises.

Police department response means a sworn, on-duty city police officer is dispatched to a premises in response to a good faith report of nuisance activity, as defined below, occurring or having occurred at the premises, which complaint said officer finds to be credibly supported during his/her investigation, and which results in an arrest, or the issuance of a citation, or a criminal or juvenile complaint.

Premises means an individual building, dwelling, or dwelling unit and associated common areas or vacant land.

Nuisance activity means any of the following activities, behaviors, or conduct whenever engaged in by persons associated with a premises that causes or results in:

(1) An act of harassment, as defined in Wis. Stats. § 947.013;

(2) Disorderly conduct, as defined in Wis. Stats. § 947.01;

(3) Battery, substantial battery, or aggravated battery, as defined in Wis. Stats. § 940.19;

(4) Lewd and lascivious behavior, as defined in Wis. Stats. § 944.20;

(5) Prostitution, as defined in Wis. Stats. § 944.30;

(6) Theft, as defined in Wis. Stats. § 943.20;

(7) Receiving stolen property, as defined in Wis. Stats. § 943.34;

(8) Arson, as defined in Wis. Stats. § 943.02;

(9) Possession, manufacture, or delivery of a controlled substance or related offenses, as defined in Wis. Stats. Ch. 961;

(10) Gambling, as defined in Wis. Stats. § 945.02;

(11) Trespassing, as defined in Wis. Stats. §§ 943.13 and 943.14;

(12) The execution of arrest or search warrants at a particular premises;

(13) Alcohol violations, as defined in section 14-24 of the Code, and Wis. Stats. § 125.07;

(14) Obstructing or resisting an officer, as defined in Wis. Stats. § 946.41;

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(15) Violation of occupancy restrictions, as defined in the Code;

(16) Any conspiracy to commit, as defined in Wis. Stats. § 939.31, or attempt to commit, as defined in Wis. Stats. § 939.32, any of the activities, behaviors, or conduct enumerated in this subsection (b);

(17) Making, continuing or causing to be made any loud, disturbing or unnecessary sounds or noises emanating from or in the proximity to a premises by persons associated with that premises, such as horns, whistles, music amplification equipment, public address systems which would tend to annoy or disturb a person of ordinary sensibilities in the proximity of the premises.

(18) Repeated or continual violations of § 46-133 related to construction noise.

(19) Continual or repeated operation of garden or lawn equipment between the hours 9:00 p.m. and 7:00 a.m. on Monday through Friday, or 9:00 p.m. and 8:00 a.m. on Saturday or Sunday. For the purposes of this section, public holidays shall include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, and the day of the week shall be based upon the day on which the time period ends (e.g., form 9:00 p.m. Friday night to 8:00 a.m. Saturday morning shall be deemed a Saturday).

(c) *Chronic nuisance notice to property owner.* Whenever the police department has responded to three or more nuisance activities that have occurred at a premises during any consecutive 12-month period, the chief may notify the premises owner or occupant in writing that the premises constitutes a chronic nuisance. In calculating the requisite nuisance activities, the chief may count separate qualifying nuisance activities occurring on the same day (as long as they are distinct in time) or different days and further may consider whether or not to count a qualifying nuisance activity when it is reported by a person associated with the premises under circumstances that would encourage and not penalize self-reporting and facilitate police response for the benefit of the community.

Pursuant to Wis. Stats. § 66.0627(7), police department responses related to (a) domestic abuse, as defined in § 813.12 (1) (am), (b) sexual assault, as described under §§ 940.225, 948.02, and 948.025, or (c) stalking, as described in § 940.32 shall not be used in calculating the nuisance activities to constitute a chronic nuisance.

The notice shall contain the street address or legal description sufficient to identify the premises, a description of the nuisance activities that have occurred at the premises, a statement indicating that the cost of future enforcement may be assessed as a special charge against the premises, and a notice as to the appeal rights of the owner.

(d) The notice required in subsection (c) above shall be deemed to be properly delivered if sent either by first class mail to the premises owner's or occupant's last known address (deemed delivered on third day after depositing in mail) or if delivered in person to the premises owner. If the premises owner or occupant cannot be located, the notice shall be deemed to be properly delivered if a copy of it is left at the premises owner's or occupant's usual place of abode in the presence of some competent member of the family at least 14 years of age or a competent adult currently residing there and who shall be informed of the contents of the notice. If a current address cannot be located, it shall be deemed sufficient if a copy of the notice is sent by first class mail to the last known address of the owner or occupant as listed in city records.

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Any owner receiving notice pursuant to section 50-6 shall meet with the chief within five days of receipt of such notice. The parties shall review the nuisance activities occurring at the premises for the purpose of determining the appropriate abatement plan for the premises. Within ten days of this meeting unless the chief agrees in writing to a longer period, the owner shall comply with the abatement plan agreed upon with the chief to end the nuisance activity on the premises. The plan shall also specify a name, address, telephone number and if applicable a fax number and e-mail address of a person living within 60 miles of the premises who can be contacted in the event of further police, fire, or inspection contact.

Sec. 50-8. Penalties for failure to comply with abatement plan.

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Sec. 50-9. Additional nuisance activity.

If additional nuisance activity shall occur within 12 months after the notice authorized under subsection 50-6(c) has been issued to the owner or occupant, and this additional nuisance activity has occurred not less than 15 days after such notice had been served, and the chief determines that reasonable efforts have not yet been made to abate the nuisance activity, then the chief shall calculate the cost of police department personnel response for this additional and any subsequent nuisance activities occurring within 12 months of the last nuisance activity, and shall prepare a statement of such costs to be assessed to the owner or occupant of the premises as a special charge against the property. The chief shall send the assessment of the cost of police response to the premises owner or occupant and notify the owner or occupant in writing that the assessment must be paid within 30 days or it will be levied and collected as a special charge pursuant to Wis. Stats. § 66.0627. This assessment of police costs and the notice shall be prepared and delivered in the manner provided for in section 50-6, and the chief shall provide a copy to the office of the city treasurer.

Sec. 50-10. Eviction or retaliation prohibited.

(a) It shall be unlawful for a landlord to terminate the lease agreement or periodic tenancy of any tenant or otherwise retaliate against any tenant because that tenant complained to the chief about nuisance activity on the landlord's premises. It shall be presumed that any attempt to increase charges, reduce services, or to otherwise harass or retaliate against the tenant during the twelve-month period following receipt of the complaint by the chief constitutes unlawful retaliation under this subsection. Such presumption shall be rebutted by the preponderance of evidence that the actions taken by the landlord were based upon good cause. "Good cause" as used in this subsection means that a landlord must show good cause for his or her actions, other than one related to or caused by the operation of this section. Notwithstanding the foregoing, a tenant's lease agreement or periodic tenancy may be terminated for a failure to pay rent; committing nuisance activity as defined in section 50-67; violating the terms and conditions of the lease agreement or periodic tenancy or as otherwise provided in Wis. Stats. ch. 709, and ch. Ag. 134, Wis. Adm. Code. A landlord's failure to renew a lease agreement or periodic tenancy upon expiration of such lease agreement or periodic tenancy shall not be deemed a violation of this subsection.

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(b) Any person violating the above section shall be subject to a penalty as provided under section 1-7 of the Code.

Sec. 50-11. Appeal.

The chief's decision under sections 50-6 through 50-9 may be appealed to the board of appeals in accordance with the provisions of section 58-41 of the Code, except that any appeal of the chief's decision(s) under sections 50-6 through 50-9 of the Code must be filed within 15 days of receipt of the written decision or order being appealed. The board of appeals, after deciding such appeal(s) under this article, shall transmit a signed copy of the board's decision to the appellant and to the chief.

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

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

TO: **Common Council**
FROM: **Jac Zader, Assistant Director Community Development**
DATE: **March 14, 2023**
SUBJECT: **ORDINANCE 2023-1640 An Ordinance Amending Chapter 58 of the Mequon Municipal Code, Related to Building and Site Plan Requirements for Properties Located in the Town Center and Arrival Corridor Zoning Districts**

Background

Planning Division staff is recommending a text amendment to the Town Center (TC) and Arrival Corridor (AC) Zoning Districts as it relates to the requirements for building and site plan approval. The proposed change requires future applicants to install certain public improvements as part of their building and site plan approval. In the past, the City has either offered incentives, and/or reimbursed developers for work completed in the City right-of-way, including sidewalks, street trees, street lighting and on-street parking.

On February 14, 2023, the Common Council approved the expenditure of approximately $5.3M to complete public improvements at specific areas in the Town Center along Mequon Road, including modifications to the OIT bike crossing. This work will conclude the public investment made by the City related to Tax Increment District (TID) #3, due to the requirement that all TID financial obligations need to encumbered five years prior to the date of the District's closure. In this case, April 15, 2023, is the last date that City funds can be allocated towards improvements made in TID #3.

Analysis

While the City has invested over $8 million dollars towards public improvements in the Town Center, there are other parcels that have not been developed. This includes parcels along Buntrock Avenue, Weston Drive, and Mequon Road. Since the City will no longer fund such improvements, the responsibility for these items will fall onto the developer as it does in other non-TID locations throughout the community. The type of improvements will vary based on the location within the neighborhood. Staff will analyze each project on a case-by-case basis once an application is submitted and provide a list of required improvements for the Planning Commission's consideration and final action.

Fiscal Impact

The fiscal impact is neutral.

Recommendation

On February 27, 2023, the Planning Commission approved a recommendation to approve the proposed ordinance amendments by a vote of 8-0. On March 14, 2023, the Committee of the Whole also approved a recommendation in favor of adopting the proposed ordinance amendments by a vote of 8-0.

Attachments:
Exhibit A (DOCX)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2023-1640

An Ordinance Amending Chapter 58 of the Mequon Municipal Code, Related to Building and Site Plan Requirements for Properties Located in the Town Center and Arrival Corridor Zoning Districts

RECITALS

A. Pursuant to the authority granted to it under Section 62.23(7) of the Wisconsin Statues, the City of Mequon previously adopted a comprehensive Zoning Code for the City which includes the Town Center (TC) District and Arrival Corridor (AC) under Section 58-301 and 58-302 of the Municipal Code.

B. The Planning Commission, by a majority vote, adopted a recommendation to approve a text amendment to those regulations as it relates to the requirement for certain streetscape elements.

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 58-301 (n) 9 and Section 58-302 (n) 9, which establish building and site plan requirements within the Town Center and Arrival Corridor Zoning Districts, are amended as attached in Exhibits A.

SECTION II

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

SECTION III

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

SECTION IV

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

Approved by: Andrew Nerbun, Mayor

Date Approved: April 11, 2023

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 11, 2023.

Caroline Fochs, City Clerk

Published: _____

Sec. 58-301. TC town center district.

(n) *Building and site plan review requirements.*

(1) *Pedestrian access.* Walkways shall connect building entrances to adjacent public sidewalks or trails and to any parking facility located on the same site. Walkways shall be a minimum of four feet in width.

(2) *Vehicular access.* Vehicular access and circulation shall be designed to minimize conflicts with pedestrian traffic and surrounding residential uses. Curb cuts shall be consolidated wherever possible.

(3) *Parking.* Onsite parking facilities shall be located to the rear or interior side of the site, within the principal building served or entirely below grade. No driveway width shall exceed 20 feet. Shared parking, driveways and loading is encouraged. Specific parking requirements are listed in section 58-441.

(4) *Shared parking calculations.* The planning commission may authorize a reduction in the total number of required parking spaces for two or more uses jointly providing off-street parking when their respective hours of peak operation do not overlap. Table 58-301-4, Shared Parking Calculations, lists the land use classification and the peak and low operating hours to calculate shared parking.

Table 58-301-4 Standard Parking Calculation in the Town Center District

Land Use Classification	Weekday			Weekend		
	1:00 a.m.—7:00 a.m.	7:00 a.m.—6:00 p.m.	6:00 p.m.—1:00 a.m.	1:00 a.m.—7:00 a.m.	7:00 a.m.—6:00 p.m.	6:00 p.m.—1:00 a.m.
Office	5%	100%	5%	0%	15%	0%
Retail and services	0%	100%	80%	0%	100%	60%
Restaurant	20%	70%	100%	30%	75%	100%
Residential	100%	60%	100%	100%	75%	90%
Religious institution	0%	25%	50%	0%	100%	50%

The following procedure is required to calculate the minimum number of shared parking spaces:

a. Multiply the minimum parking required for each use by the appropriate percentage indicated in Table 58-301-2, Shared Parking Calculation in the Town Center District, for each of the six designated time periods.

b. Add the resulting sums for each of the six columns.

c. The minimum parking requirement shall be the highest sum among the six columns resulting from the above calculation.

d. Select the time period with the highest total parking requirement and use that total as the shared parking requirement.

(5) *General landscaping.* In general the composition and location of the landscaped areas shall complement the scale of the development and its surroundings. Large, contiguous planting areas shall be provided. Not less than 30 percent of the site not occupied by buildings shall be landscaped in accordance with section 58-564 or alternative hardscape amenities, including but not limited to plazas, seating, dining tables or bicycle racks, as approved by the planning commission. The planning commission may authorize a contribution, of equal or greater value, of off-site open space within the Town Center boundaries in lieu of the required 30 percent landscaping.

Attachment: Exhibit A (ORDINANCE 2023-1640 : TC / AC Text Amendment Re: Public Improvements)

(6) *Landscape yards for non-residential uses.* Required yards for side and rear setback areas for any non-residential use shall be landscaped with a mix of trees and shrubs and shall include a ground cover of grasses, flowering plants and vines or an alternative feature as approved by the planning commission.

(7) *Hours of operation.* Maximum hours of operation for commercial uses shall be as follows unless specifically waived by the planning commission:

Sunday through Thursday, from 6:30 a.m. to 10:00 p.m.

Friday and Saturday, from 6:30 a.m. to 11:00 p.m.

(8) *Enclosed building requirement.* All production, processing and storage shall be conducted within a completely enclosed building. All mechanical equipment, located at ground level or on the roof, shall be screened from public view.

(9) *Public Improvements*. Any change to a building or site plan shall require the installation of public improvements in accordance with the Town Center Design Criteria as determined by the department of community development. Improvements may include street lighting, on street parking, street trees and landscaping, bike racks, benches, and trash receptacles.

Sec. 58-302. AC arrival corridor district.

(n) *Building and site plan review requirements.*

(1) *Pedestrian access.* Walkways shall connect building entrances to adjacent public sidewalks or trails and to any parking facility located on the same site. Walkways shall be a minimum of four feet in width.

(2) *Vehicular access.* Vehicular access and circulation shall be designed to minimize conflicts with pedestrian traffic and surrounding residential uses. Curb cuts shall be consolidated wherever possible.

(3) *Parking.* Onsite parking facilities shall be located to the rear or interior side of the site, within the principal building served or entirely below grade. No driveway width shall exceed 20 feet. Shared parking, driveways and loading is encouraged. Specific parking requirements are listed in section 58-441.

(4) *Shared parking calculations.* The planning commission may authorize a reduction in the total number of required parking spaces for two or more uses jointly providing off-street parking when their respective hours of peak operation do not overlap. Table 58-302-4, Shared Parking Calculations, lists the land use classification and the peak and low operating hours to calculate shared parking.

Table 58-302-4 Standard Parking Calculation in the Arrival Corridor District

Land Use Classification	Weekday			Weekend		
	1:00 a.m.—7:00 a.m.	7:00 a.m.—6:00 p.m.	6:00 p.m.—1:00 a.m.	1:00 a.m.—7:00 a.m.	7:00 a.m.—6:00 p.m.	6:00 p.m.—1:00 a.m.
Office	5%	100%	5%	0%	15%	0%
Retail and services	0%	100%	80%	0%	100%	60%
Restaurant	20%	70%	100%	30%	75%	100%
Residential	100%	60%	100%	100%	75%	90%
Religious institution	0%	25%	50%	0%	100%	50%

The following procedure is required to calculate the minimum number of shared parking spaces:

a. Multiply the minimum parking required for each use by the appropriate percentage indicated in Table 58-302-2, Shared Parking Calculation in the Town Center District, for each of the six designated time periods.

Attachment: Exhibit A (ORDINANCE 2023-1640 : TC / AC Text Amendment Re: Public Improvements)

b. Add the resulting sums for each of the six columns.

c. The minimum parking requirement shall be the highest sum among the six columns resulting from the above calculation.

d. Select the time period with the highest total parking requirement and use that total as the shared parking requirement.

(5) *General landscaping.* In general, the composition and location of the landscaped areas shall complement the scale of the development and its surroundings. Large, contiguous planting areas shall be provided. Not less than 40 percent of the site not occupied by buildings shall be landscaped in accordance with section 58-564 or alternative hardscape amenities, including but not limited to plazas, seating, dining tables or bicycle racks, as approved by the planning commission. The planning commission may authorize a contribution, of equal or greater value, of off-site open space within the Town Center boundaries in lieu of the required 30 percent landscaping.

(6) *Landscape yards for non-residential uses.* Required yards for side and rear offset areas for any non-residential uses shall be landscaped with a mix of trees and shrubs and shall include a ground cover of grasses, flowering plants and vines or an alternative feature approved by the planning commission.

(7) *Hours of operation.* Maximum hours of operation for commercial uses shall be as follows unless specifically waived by the planning commission:

Sunday through Thursday, from 6:30 a.m. to 10:00 p.m.

Friday and Saturday, from 6:30 a.m. to 11:00 p.m.

(8) *Enclosed building requirement.* All production, processing and storage shall be conducted within a completely enclosed building. All mechanical equipment, located at ground level or on the roof, shall be screened from public view.

(9) Public Improvements. Any change to a building or site plan shall require the installation of public improvements in accordance with the Town Center Design Criteria as determined by the department of community development. Improvements may include street lighting, on street parking, street trees and landscaping, bike racks, benches, and trash receptacles.

Attachment: Exhibit A (ORDINANCE 2023-1640 : TC / AC Text Amendment Re: Public Improvements)

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

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

TO: **Common Council**
FROM: **Jac Zader, Assistant Director Community Development**
DATE: **March 14, 2023**
SUBJECT: **ORDINANCE 2023-1641 An Ordinance Amending Chapter 58 of the Mequon Municipal Code, Related to Turf Grass Height Limits During the Month of May**

Background

On January 10, 2023, the Public Welfare Committee directed staff to modify Section 58-420 as it relates to turf grass and 'No Mow May'. The Committee believes that it is important to allow residents to partake in 'No Mow May' without being in violation of the City's turf grass height limit of eight inches. While unlikely, it is possible for turf grass to exceed eight inches in height during the month of May. The Planning Commission reviewed and recommended approval of the proposed text amendment at its meeting on February 27, 2023.

Analysis

The proposed Ordinance (see attached) states that the eight-inch turf grass requirement is in effect from June 1st to December 31st. The change would allow residents to participate in 'No Mow May' without being in violation of the Code. Last year, staff decided to defer issuing orders to residents in violation of the height requirement until after June 1st. According to City Code Enforcement Inspector Scott Pinzer, there were no complaints during May of 2022 regarding tall grass. The City Forester has provided a memo regarding the benefits of 'No Mow May' (see attached).

Fiscal Impact

The fiscal impact is neutral.

Recommendation

On January 10, 2023, the Public Welfare Committee approved a recommendation in favor of adopting the proposed ordinance amendment by a vote of 3-0. Thereafter, on February 27, 2023, the Planning Commission approved a recommendation in favor of adopting the proposed ordinance amendment by a vote of 8-0. On March 14, 2023, the Committee of the Whole also approved a recommendation in favor of adopting the proposed ordinance amendment by a vote of 8-0.

Attachments:
Memo from Parks and Forestry Superintendent (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2023-1641

An Ordinance Amending Chapter 58 of the Mequon Municipal Code, Related to Turf Grass Height Limits During the Month of May

RECITALS

A. The Common Council previously adopted § 58-420(4) of the Mequon Municipal Code which regulates the height of turf grass within the City.

B. The Common Council desires to clarify the enforcement of the City's turf grass regulations, so as to not penalize owners who wish to participate in "No Mow May" for the benefit of bees and other pollinators.

C. Following a public hearing, the Planning Commission recommended the adoption of regulations designed to reflect this policy decision.

D. The regulation of turf grasses within the City preserves the health, safety, and welfare of the community.

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

SECTION I

Section 58-420(4) of the Mequon Municipal Code is amended to read as follows (Note: Added text is **bolded and double-underlined**; Deleted text is ~~struck-through~~):

Turf grass. Turf grass shall be defined as grass commonly used in regularly-cut lawns or play areas including, but not limited to bluegrass, fescue and ryegrass blends. Turf grass, as defined in this section, does not include grass in drainage ditches, portions of property zoned as critical environmental districts or areas on residential properties that cannot be mowed with ordinary residential lawn cutting equipment. **Between June 1 and December 31 of each calendar year, turf** ~~Turf~~ grass, on properties of less than five acres, exceeding eight inches in height, shall subject the owner of the land to a corrective order requiring mowing. In the event any owner of the land fails to mow a lawn area as required by an order issued under this section, the city may proceed to mow the area and shall charge the owner the cost of such mowing at labor and equipment rates established by the city from time to time, as special charges pursuant to Wis. Stats. § 66.0627. Any special charge which is made under this section and remains unpaid after its due date shall be placed on the tax roll as a tax to be collected pursuant to Wis. Stats. ch. 74.

SECTION II

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

SECTION III

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

SECTION IV

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

_____
Approved by: Andrew Nerbun, Mayor

Date Approved: April 11, 2023

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 11, 2023.

_____
Caroline Fochs, City Clerk

Published: _____

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Office of Parks and Forestry

TO: **Common Council**
FROM: **Mike Gies, Parks/Forestry Superintendent**
DATE: **March 14, 2023**
SUBJECT: **An Ordinance Amending Chapter 58, Zoning Code, Section 58-420(4) Related to Turf Grass During the Month of May**

Background

It is my understanding that the City was asked to discuss the growing popularity of "No Mow May", and if should consider any steps to formally recognize or encourage participation in no mow May. To give the conversation a little context, the following is an excerpt from a Bee City Publication.

> "Americans have a love affair with lawns-maintaining roughly 40 million acres, or 2% of land in the US, making it the single largest irrigated crop we grow. Lawns require frequent mowing, raking, fertilizing, weeding, chemical treatment, and watering-sucking up time, money, and other resources. Not only are lawns burdensome for the people maintaining them, but they also provide little positive benefit to wildlife, and in fact are often harmful.
>
> The traditional monoculture lawn lacks floral resources or nesting sites for bees and is often treated with large amounts of pesticides that harm bees and other invertebrates. When we think of habitat loss, we tend to imagine bulldozers and rutted dirt, but acres of manicured lawn are as much a loss of habitat as any development site.
>
> Mowing your lawn less can create habitat and can increase the abundance and diversity of wildlife including bees and other pollinators."

In 2020, residents of Appleton, Wisconsin, an affiliate of Bee City USA, became energized about 'No Mow May' and the City Council agreed to suspend their weed ordinance for the month of May.

Analysis

Currently, the city enforcement of delinquent lawn mowing according to section 54-420 of the code of ordinances requires the following:

Turf grass. Turf grass shall be defined as grass commonly used in regularly cut lawns or play areas including, but not limited to bluegrass, fescue and ryegrass blends. Turf grass, as defined in this section, does not include grass in drainage ditches, portions of property zoned as critical environmental districts or areas on residential properties that cannot be mowed with ordinary residential lawn cutting equipment. Turf grass, on properties of less than five acres, exceeding eight inches in height, shall subject the owner of the land to a corrective order requiring mowing. In the event any owner of the land fails to mow a lawn area as required by an order issued under this section, the city may proceed to mow the area and shall

Attachment: Memo from Parks and Forestry Superintendent [Revision 1] (ORDINANCE 2023-1641 : Chapter 58 No Mow May)

charge the owner the cost of such mowing at labor and equipment rates established by the city from time to time, as special charges pursuant to Wis. Stats. § 66.0627. Any special charge which is made under this section and remains unpaid after its due date shall be placed on the tax roll as a tax to be collected pursuant to Wis. Stats. ch. 74.

The main purpose of "No Mow May" is to create habitat and food source for bees and other pollinators. In order to adequately attain a viable food source and habitat, the lawns would have to remain both un-mowed, but more importantly untreated. Applying an Herbicide or Insecticide defeats the benefits of food or shelter for bees and other pollinators. Both rely on the clover, dandelion, violets, and other beneficial non-grass type or broadleaf plants as a primary early food source. That primary food source comes in the form of the early blooms on many of those broadleaf plants, the common grass or monocot species having little positive effect.

Attachment: Memo from Parks and Forestry Superintendent [Revision 1] (ORDINANCE 2023-1641 : Chapter 58 No Mow May)

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

TO: **Common Council**
FROM: **Jac Zader, Assistant Director Community Development**
DATE: **March 14, 2023**
SUBJECT: **ORDINANCE 2023-1642 An Ordinance Amending Chapter 58 of the Mequon Municipal Code, Regarding Required Setbacks and Offsets for Properties Located Within the City's R-2 (2-Acre) Zoning Districts**

Background

On January 10, 2023, the Public Welfare Committee voted to approve modifications to the front setback and side yard offset within the City's R-2 (2-Acre) Zoning Districts. The issue came to light recently at a Board of Appeals meeting where a resident, whose parcel was zoned R-2, requested a variance to the front yard setback to install solar panels. Since this Section is in Chapter 58 of the Code, the Planning Commission reviewed the proposed changes on February 27, 2023, and recommended approval.

Analysis

The City of Mequon has seven single-family zoning districts with lot size requirements ranging from five acres to a half-acre in size (see attached chart). The R-1 Zoning District (5-Acre) is unique in that it includes most of the agricultural uses across the City. The R-1 Zoning District has a 100-foot front setback requirement for all properties regardless of the road classification. This makes sense since most large parcels in the City abut a primary or secondary arterial. Once these large parcels are subdivided, they typically become part of a Planned Unit Development (PUD), which allows for flexibility to the district's requirements. Five of the other six zoning districts have a varied front setback based on the classification of the road. The only district that does not have this requirement is the R-2 Zoning District. The R-2 has a 75-foot front setback regardless of the type of road frontage. This requirement is a holdover from a previous version of the Zoning Code, and the current staff does not have any recollection as to why it was not changed to match the other zoning districts or what the intent of the uniform 75-foot requirement is.

Staff recommends changing the front setback requirements for the R-2 Zoning District to be consistent with the other zoning districts for several reasons. When wholesale changes were made to the zoning map in the 1990's, new zoning designations were created based on the size of the existing parcel. For example, if a parcel was an acre in size it was designated as R-3. A two-acre parcel was designated R-2. One of the impacts of this policy was it resulted in having parcels with different zoning districts being adjacent to one another. Based on this, it makes sense to enact a uniform front setback for all the different zoning districts to ensure a consistent build-to line along the street. In addition, a large portion of properties zoned R-2 are located

along the Lake Michigan bluff and the Milwaukee River. In many of these cases, the setback would be 50 feet if it had a different zoning classification, but since it is R-2, it requires 75 feet. This requirement moves structures closer to the lake or the river, which is contrary to protecting these environmentally sensitive areas.

Side yard offsets vary in width based on the zoning district with the largest being 30 feet in the R-1 Zoning District to 20 feet in the R-5 Zoning District. The R-2 Zoning District has a 30-foot offset even though the R-1B (2.5-Acre) Zoning District, which requires a larger area, has a smaller offset at 25 feet. Staff does not know the history as to why this situation exists. Accordingly, staff recommends that the side yard offset be changed to 25 feet to be consistent with the R-1B and the R-2B (1.5-Acre) Zoning Districts.

Fiscal Impact

The fiscal impact is neutral.

Recommendation

On January 10, 2023, the Public Welfare Committee approved a recommendation to adopt the proposed ordinance amendments by a vote of 3-0. Thereafter, on February 27, 2023, the Planning Commission approved a recommendation to adopt the proposed ordinance amendments by a vote of 8-0. On March 14, 2023, the Committee of the Whole approved a recommendation in favor of adopting the proposed ordinance amendments by a vote of 8-0.

Attachments:
Exhibit A: Technical Requirements of Residential Zoning Districts (DOCX)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2023-1642

An Ordinance Amending Chapter 58 of the Mequon Municipal Code, Regarding Required Setbacks and Offsets for Properties Located Within the City's R-2 (2-Acre) Zoning Districts

RECITALS

A. Pursuant to the authority granted to it under Section 62.23(7) of the Wisconsin Statues, the City of Mequon previously adopted a comprehensive Zoning Code for the City which includes the R-2 Zoning District under Section 58-249 of the Municipal Code.

B. On February 27, 2023, the Planning Commission, by a majority vote, adopted a recommendation to approve a text amendment to amend the setback and offset requirements for structures within the R-2 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

Table 58-249, which establishes technical standards of residential zoning districts, is amended as attached in Exhibit A.

SECTION II

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

SECTION III

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

SECTION IV

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

Approved by: Andrew Nerbun, Mayor

Date Approved: April 11, 2023

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 11, 2023.

Caroline Fochs, City Clerk

Published: _____

Sec. 58-249. Technical requirements of residential districts.

(a) *Generally.* Table 58-249 sets forth the technical requirements for each residential zoning district.

Table 58-249	R-1									
	Estate Lot Design	Conservation	R-1B	R-2	R-2B	R-3	R-4	R-5	R-6	RM
Minimum Lot Size	5.0 acres (217,800 sq. ft.)	0.75 acres (32,670 sq. ft.)	2.5 acres (108,900 sq. ft.)	2.0 acres (87,120 sq. ft.)	1.5 acres (65,340 sq. ft.)	1.0 acre (43,560 sq. ft.)	0.75 acres (32,670 sq. ft.)	0.5 acres (21,780 sq. ft.)	1.0 acre (43,560 sq. ft.)	One-bedroom units, 6,000 square feet (i.e., 7.26 units per acre) Two-bedroom units, 7,000 square feet (i.e., 6.2 units per acre) Three-bedroom units, 10,000 square feet (i.e., 4.35 units per acre)
Density	N/A	One dwelling per five acres	N/A	N/A	N/A	N/A	N/A	N/A	Four units per acre	N/A
Minimum Living Area										
Single-family dwelling units	1,800 sq. ft.	1,800 sq. ft.	1,600 sq. ft.	1,800 sq. ft.	1,400 sq. ft.	1,800 sq. ft.	1,600 sq. ft.	1,400 sq. ft.	N/A	N/A
One-bedroom units	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1,000 sq. ft.	900 sq. ft.
Two-bedroom units	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1,200 sq. ft.	1,100 sq. ft.
Three-bedroom units	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1,400 sq. ft.	1,300 sq. ft.
Maximum Building Height*										
Dwelling Height	42 ft.	42 ft.	42 ft.	42 ft.	42 ft.	42 ft.	42 ft.	42 ft.	42 ft.	42 ft.
Accessory Structures	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.
Minimum Average Lot Width and Minimum Average Lot Length	300 ft.	N/A	200 ft.	200 ft.	175 ft.	150 ft.	130 ft.	120 ft.	150 ft.	150 ft.
Minimum Building Setbacks										
Local Streets	100 ft.	See text	50 ft.	~~75~~ 50ft.	50 ft.	50 ft.	50 ft.	50 ft.	50 ft.	50 feet (planning commission may vary to no less

Attachment: Exhibit A: Technical Requirements of Residential Zoning Districts (ORDINANCE 2023-1642 : Chapter 58 Text R2 setback / offset)

										than 25 feet)
Expressways—Freeways	100 ft.	See text	200 ft.	200~~75~~ ft.	200 ft.	200 ft.	200 ft.	200 ft.	100 ft.	100 ft.
Primary Arterials	100 ft.	See text	100 ft.	100~~75~~ ft.	100 ft.	100 ft.	100 ft.	100 ft.	100 ft.	100 ft.
Secondary Arterials	100 ft.	See text	80 ft.	80~~75~~ ft.	80 ft.	80 ft.	80 ft.	80 ft.	80 ft.	80 ft.
Local Arterials	100 ft.	See text	70 ft.	70~~75~~ ft.	70 ft.	70 ft.	70 ft.	70 ft.	70 ft.	70 ft.
Minimum Building Offset										
Generally	30 ft.	30 ft.	25 ft.	~~30~~ 25 ft.	25 ft.	20 ft.	20 ft.	20 ft.	20 ft. (side); 35 ft. (rear)	15 ft.
Building or structures housing livestock	50 ft.	50 ft.	50 ft.	50 ft.	50 ft.	50 ft.	50 ft.	N/A	N/A	N/A
Maximum Lot Coverage Percentage	5%	10%	10%	10%	15%	15%	15%	20%	30%	30%

* See section 58-418(d)

(b) *Explanations.* As used in Table 28-248:

(1) Minimum living area shall be measured from the outside of exterior walls (excluding cellars, basements, open porches, breezeways, garages and other spaces that are not used frequently or during extended periods for living, eating or sleeping purposes).

(2) Minimum building setback shall be measured from the ultimate right-of-way line of each public street, road, or highway which abuts the subject property.

(3) Minimum building offset shall be measured from each side and rear lot line other than a lot line subject to a minimum building setback.

(4) Maximum lot coverage percentage shall be the percentage of a property covered by buildings and structures.

(c) *Special maximum lot coverage standards.*

(1) Maximum lot coverage percentage shall not apply to a residential planned unit development unless the common council determines otherwise in the ordinance that creates the planned unit development.

(2) If a property is in the R-1 through R-3 zoning districts and the property is smaller than the minimum lot size for the zoning district in which it is located, the maximum lot coverage percentage shall be the percentage applicable to the zoning district with a minimum lot size smaller than, but closest in size to, the property.

(Ord. No. 2021-1591, § I(Exh. A), 6-8-2021)

Attachment: Exhibit A: Technical Requirements of Residential Zoning Districts (ORDINANCE 2023-1642 : Chapter 58 Text R2 setback / offset)

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

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

TO: **Common Council**
FROM: **Jac Zader, Assistant Director Community Development**
DATE: **March 14, 2023**
SUBJECT: **ORDINANCE 2023-1644 An Ordinance Amending the Planned Unit Development (PUD) for New Castle Place (Lifespace) Located at 12500-12700 North Port Washington Road, Approving a New Concept Plan, Extending the Development Timeline, Modifying the Open Space Requirement and Updating Certain Approval Requirements**

Background

The applicant, New Castle Place, is requesting rezoning and concept plan approval for a Planned Unit Development (PUD) amendment at 12500-12700 N. Port Washington Road. Previously, the Common Council approved the rezoning for the site to IPS with a PUD overlay in August of 2000 (see attached Ord# 2000-999). The ordinance entitled the developer to a maximum density of 6.89 units per acre (347 living units with a minimum open space ratio of 77%). The ordinance also required that all construction activities be completed within 120 months (2010) of the effective date of the ordinance. Phase I of the project, which was completed in 2003, consisted of 189 total living units which are located on the north end of the property. Phase II of the development, which was approved in 2007, included 75 units (264 total) located on the south end of the property. The second phase of the development included a three-story independent living facility and 25 carriage units. Six of the approved carriage homes were never constructed.

The overall acreage of the site has changed from the original PUD which was approximately 50 acres. The certified survey map that combined the parcels after the development was approved resulted in the loss of almost two acres as part of the dedication of Port Washington Road. The parcel has also been impacted by the I-43 expansion project, which has reduced the site by 2.65 acres. The owners of the property recently purchased a one-acre property located at 12540 N. Port Washington Road which was surrounded by the development. This parcel will be rezoned as part of this amendment. Based on these changes, the current overall size of the development is now 47.1 acres.

Analysis

The applicant is requesting the following changes to the originally approved PUD:

- Modifying the Open Space percentage from 77% to 60%
- Eliminating the condition that requires Common Council approval of the Conditional Use Grant (CUG).
- Allowing for an extension to the development timeline within the PUD.

- Approving a new concept plan based on a new proposal.

The open space reduction is being requested due to the loss of land area, and the type of units the new owners are looking to construct. The loss of land via road dedication and eminent domain has negatively impacted the ability to develop the parcel in accordance with the City's original approval. The result is a reduction in the amount of buildable area by approximately three acres. In addition, by preferring to construct additional carriage houses instead of a multi-story building, this negatively impacts the open space ratio. Accordingly, the applicant is proposing to reduce the open space ratio from 77% to 60%. As a comparison, the City Code requirement for new development in this zoning district is 40%. Staff is supportive of this request. Staff believes the reduction in the overall open space is preferred if it results in more individual one/two story unit buildings versus a multi-story complex, provided that it does not impact existing specimen trees or wetlands. A condition to the PUD amendment indicates that removal of any specimen trees is prohibited, and any new buildings will be limited to two stories in height.

When the original PUD was approved, there was a condition that required Common Council approval of the conditional use grant. Currently, the City Code allows for a conditional use grant to be reviewed by the Common Council based on a written request from two alderpersons or one alderperson and the mayor. Staff believes the condition was added to the original PUD because of the controversial nature of the project at the time. In 2007, when the second phase of the development was approved, there was no controversy surrounding the development and there was no public comment at either the Planning Commission or Common Council meetings. Staff supports the removal of this restriction to streamline the process. Confirmation of the CUG can still be achieved, if it is requested, following the procedures dictated by the Code.

The original PUD stated that the project had to be completed within 10 years of the date of the ordinance (August 2010). The applicant seeks modification of this condition and changing the completion date to 10 years from approval of the proposed ordinance amendment, which would be April of 2033. In discussions with the City Attorney, it is his opinion that the condition may not be enforceable in its current form. To have a development completion timeframe, there would need to be a mechanism built into the condition that would dictate the process to revert the zoning back to its previous form. This would require a public hearing that is triggered by a date in the PUD. Under the applicant's proposal, there would need to be a clause that states that if the project is not complete by April of 2033, a public hearing would need to be held to reverse the zoning. Staff does not understand the rationale for the original requirement. The use is classified as conditional, which requires Planning Commission approval anytime there is a requested change. That approval is valid for one year. In addition, the other requirements of the PUD, (density, open space) will be determined when the parcel is fully built out. Staff recommends eliminating the sunset clause condition as part of the amendment.

The proposed concept plan shows 13 carriage homes in the southwest corner of the site located off an existing private road and six other buildings in various locations in the center of the site. The plan shall comply with all setbacks and offsets of the IPS Zoning District. As stated above, the PUD includes a condition that no specimen trees will be removed as part of the development. In addition, there is a 45" oak tree located in the area of the proposed carriage homes. Conditions for tree protection measures are included, as approved by the City Forester, and shall be installed

to protect trees prior to any land disturbing activity.

Fiscal Impact

The value of the thirteen (13) proposed carriage homes is estimated at $5,000,000, generating approximately $70,000 per year in additional tax revenue.

On February 28, 2023, Newcastle Place LLC filed a property tax exemption request for the current tax year. While the original ordinance and subsequent resolution addressed the requirement for a payment in lieu of taxes (PILOT), staff has requested the City Attorney add a condition to the proposed ordinance to clarify that a PILOT remains as a condition of approval for the new ownership group.

Recommendation

On February 27, 2023, the Planning Commission approved a recommendation in favor of adopting the proposed ordinance amendments by a vote of 8-0.

Attachments:
Ordinance 2000-999 (PDF)
Exhibit A: Concept Plan (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2023-1644

An Ordinance Amending the Planned Unit Development (PUD) for New Castle Place (Lifespace) Located at 12500-12700 North Port Washington Road, Approving a New Concept Plan, Extending the Development Timeline, Modifying the Open Space Requirement and Updating Certain Approval Requirements

RECITALS

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

B. The Planning Commission by majority vote made a recommendation for approval on the 27th day of February, 2023.

C. The required due notice and public hearing by the Common Council of the City of Mequon occurred on the 11th day of April, 2023.

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

SECTION I

The 2000-999 PUD Ordinance is hereby amended subject to the conditions approved by the Planning Commission's action of February 27, 2023, as follows:

Condition 1 shall now read: The developer is entitled to a maximum density of 6.89 units per acre and a minimum open space ratio of 60% as shown on the concept plan, attached as Exhibit A.

Condition 2 shall now read: Final site plan, architectural plan, landscaping plan, open space plan, lighting plan, and signage plan details, and all subsequent amendments thereto, shall be subject to conditional use grant approval by the Planning Commission, on a phase-by-phase basis.

Condition 3 shall be eliminated.

Condition 10 shall now read: Specimen trees, as identified by the City Forester, shall not be damaged or destroyed as a result of this development.

Condition 13 shall be added that states: No building constructed after the date of this Ordinance shall exceed two stories in height.

Condition 14 shall be added that states: Tree protection measures shall be installed in accordance with the City Forester's recommendation prior to any land disturbing activity.

An additional condtion shall be added as follows: The applicant/developer shall take any actions deemed necessary by the City Attorney to confirm the applicability of the existing PILOT for the property to the current proposal.

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 11, 2023

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 11, 2023.

_____

Caroline Fochs, City Clerk

Published: _____

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE NO. 2000-999

To amend the map portion of the "Development Ordinance of the City of Mequon" (i.e., Chapter 3) with respect to 50.37 acres of land located east of Port Washington Road, south of Highland Road, west of I-43, and north of Liebau Road (Milwaukee Protestant Home)

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

SECTION I. Following recommendation of the Planning Commission on the 1st day of May, 2000, and after due notice and hearing by the Common Council of the City of Mequon on the 13th day of June, 2000, the 11th day of July, 2000, and the 8th day of August, 2000, the existing and official City of Mequon district zoning maps are hereby amended so as to change the zoning classification of property as legally described in Exhibit A from R-4 (i.e., 1 acre, single-family residential) to IPS PUD (i.e., institutional & public service district with a planned unit development overlay) subject to the following special considerations:

1. The developer is entitled to a maximum density of 6.89 units per acre (i.e., 347 living units as described on the face of the site plan illustrated in Exhibit B and a minimum open space ratio of 77%).
2. Final site plan, architectural plan, landscaping plan, open space management/stewardship plan, lighting plan, and signage plan details, and all subsequent amendments thereto, shall be subject to conditional use grant approval by the Planning Commission, and shall be additionally subject to review and approval by the Common Council, on a phase by phase basis.
3. Construction of all independent living apartments, assisted living apartments, community based residential facility units, skilled nursing units, and the development infrastructure (i.e., roads, sewer, water, and drainage facilities) for the duplex phase south of the woods shall be completed within 120 months (10 years) of the effective date of this ordinance, or the developer must reapply for IPS PUD rezoning and conditional use grant approval for any portion of these senior housing elements that are incomplete and shall also be subject to contemporary zoning standards for any such remaining incomplete portion. Completion shall be deemed to have occurred as to each independent apartment, assisted living apartment, community based residential facility, and skilled nursing building when a permit for its occupancy shall have been issued. Completion shall be deemed to have occurred as to the duplex phase when the engineering department has certified that the infrastructure improvements are properly installed. Any contiguous time period of more than thirty days during which circumstances beyond the control and not the fault of the developer shall halt construction or preparation therefore, shall not be counted against the 120 -month time period.
4. Grading, drainage, erosion control, and other engineering plans are subject to Engineering Department and City chosen outside engineering consultant review and approval.

Attachment: Ordinance 2000-999 (ORDINANCE 2023-1644 : Lifespace Communities New Castle PUD Amendment)

5. Driveway openings along Port Washington Road shall be subject to approval of the Ozaukee County Highway Commission.
6. Filling, excavating, and/or regrading of the wetland areas shall be subject to appropriate Wisconsin Department of Transportation and U.S. Army Corps of Engineers approval.
7. Improvements within the Trans 233 setback area of I-43 shall be subject to Wisconsin Department of Transportation approval, if applicable.
8. Any substantial change to the general concept plans illustrated in the attached exhibits shall require appropriate amendment to this ordinance and, if necessary, the approved conditional use grant.
9. Potable water for this development shall be provided by Wisconsin Gas Water Services.
10. Specimen trees, as identified by the City Forester, shall not be damaged or destroyed as a result of this development without appropriate approval by the City.
11. Common Council approval of a "fees in lieu of taxes" agreement with the developer prior to this ordinance taking effect.
12. Developer shall make available landscape screening of comparable design and quality to all property owners directly across from the development on North Port Washington Road who wish the installation of such landscaping, at developer's expense, according to the direction and approval of the Plan Commission.

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

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

Approved: Christine Nuernberg
Christine Nuernberg, Mayor

Date Approved: August 14, 2000

This is to certify that the foregoing ordinance was adopted by the Common Council of the City of Mequon, Wisconsin at a meeting held on the 8th day of August, 2000.

Louise M. Rzentkowski
Louise M. Rzentkowski, City Clerk

Published: August 14, 2000

Attachment: Ordinance 2000-999 (ORDINANCE 2023-1644 : Lifespace Communities New Castle PUD Amendment)

NEWCASTLE PLACE
Carriage Homes
12600 North Port Washington Rd, Mequon, WI 53092

PHASES (alternate)

SAS Architects & Planners, LLC.
630 DUNDEE ROAD, NORTHBROOK, IL 60062
Phone: 847-564-8333, Fax: 847-987-3484

PHASE 1

REMOVED FROM PROPERTY (EMINENT DOMAIN)
97,809.11 SF
2.245 acres

PARCEL 1
2,051,792.34 SF
47.103 acres

UNPLATTED LANDS
216,045.82 SF
4.960 acres

REMOVED FROM PROPERTY
809.63 SF
0.019 acres

INTERSTATE "43" (STATE ROAD "32")
NORTH PORT WASHINGTON ROAD
HIGHLAND ROAD (VARIABLE WIDTH DEDICATED PUBLIC STREET)
LIEBAU WEST ROAD (60' DEDICATED PUBLIC STREET)
WEST NEW CASTLE PLACE
CASTLE PL.
COUNTY ROAD "W"
(130' DEDICATED PUBLIC STREET)
BUS STOP
BRIDGE
D.W.
RETENTION POND
POND
COMMONS
SN (CBRF)
"A" "B" "C" "D" "E" "F" "G" "H" "J" "K" "L"
ESTATE DRIVE
ROYAL LANE
50' FREEWAY SETBACK
60' LOCAL STREET SETBACK
20' SIDE YARD SETBACK
LIMITS OF TREE SURVEY
TOPSOIL STOCKPILE
101' 102' 103' 104' 105'
106' 105' 104' 103'
98' 98' 99' 99' 100' 101' 102' 103' 104' 105'
97' 96' 98' 100' 99'
DOGWOOD MAPLE MAGNOLIA FIG CEDAR ELM GREAT OAK BIRCH GULL SWAN

PHASE 2

REMOVED FROM PROPERTY (EMINENT DOMAIN)
97,809.11 SF
2.245 acres

PARCEL 1
2,051,792.34 SF
47.103 acres

UNPLATTED LANDS
216,045.82 SF
4.960 acres

REMOVED FROM PROPERTY
809.63 SF
0.019 acres

1 02-SITE PLAN-PHASE 1
1" = 80'-0"

2 04-SITE PLAN-PHASE 2
1" = 80'-0"

Attachment: Exhibit A: Concept Plan (ORDINANCE 2023-1644 : Lifespace Communities New Castle PUD Amendment)

PRINTED:	DRAWN BY:	APPROVED BY:	SHEET NO.
9/2/2022 12:15:47 PM	JW	JM	A-03
FILE LOCATION: C:\USERS\JWEIGEL\DOCUMENTS\2011_NEWCASTLE PL -Carriage Houses-Central_jweiwelgeus.rvt	PROJECT NO: 22011	DATE: 05/31/22	© 2022 SAS ARCHITECTS & PLANNERS, LLC

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

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

TO: **Common Council**
FROM: **Kim Tollefson, Director of Community Development**
DATE: **March 14, 2023**
SUBJECT: **ORDINANCE 2023-1645 An Ordinance Amending Chapter 58 of the Mequon Municipal Code, to Rezone St. John's Evangelical Lutheran Church Located at 1600-1717 West Mequon Road from R-4 (Single-Family 3/4-Acre) to B-1 (Neighborhood Business District) and IPS (Institutional & Public Service) with a Planned Unit Development (PUD) Overlay, and Amend the City's Land Use Map from Residential (1.5-Acre) to Neighborhood Business and Institutional, in Connection with the Establishment of Proposed Commercial Office Space**

Background

The applicant, St. John's Evangelical Lutheran Church, is seeking rezoning and Planned Unit Development approval for the two parcels at 1600-1714 W. Mequon Road. The applicant is seeking to rezone the 1.55-acre lot currently zoned R-4 to B-1 to retrofit the existing home and barn into an insurance office. The 4.36-acre lot is currently split-zoned. The portion of the property that is currently zoned R-4 is used for St. John's Evangelical Lutheran daycare center. The remaining portion of the lot is zoned IPS and is home to St. John's Evangelical Lutheran Church, a cemetery, and a home. The church is seeking to rezone the R-4 portion of the lot to IPS. The applicant and Planning Commission agreed that it would be in the best interest of the surrounding neighborhood to seek a Planned Unit Development Overlay, restricting the parcel zoned B-1 from becoming a restaurant once the requested rezoning takes effect.

Analysis

The proposed zoning changes are not completely consistent with the City's Land Use Plan Map, which designates adjacent properties as Residential 1-1.5 Acres and Institutional. The two parcels are located east and south of a residential area. However, Children's Hospital's Mequon Clinic, zoned B-3, is directly across the street from both parcels, and has historically been viewed as the transition line between commercial and residential development along Mequon Road. While the City has a long-standing policy of maintaining Mequon Road as residential in character, except for the Town Center, there is merit to neighborhood-scale commercial or institutional uses in these transitional areas. In addition, traffic movement from the proposed B-1 use into the neighborhood is unlikely unless the clients live in that neighborhood.

There was concern from Planning Commission members regarding the ability of the B-1 Zoning District to allow restaurants on the 1.55-acre site, should the proposed insurance office not be constructed or cease operations in the future. The Planning Commission approved the rezoning

request on the condition that the PUD overlay prohibit restaurants as a future use. The applicant agreed with the restriction in the PUD.

Common Council First Reading

During the first reading of the rezoning request, a Council Member requested that the proposed PUD be amended to include the prohibition of financial institutions in addition to the prohibition of restaurants. The applicant agrees with the restriction for restaurants and indicates he is a representative of a banking institution as part of his business. Ancillary transactions conducted in conjunction with the insurance office is permitted. The City's interest is to prohibit a full-service banking institution as the primary use of the land and prohibit a complete redevelopment of the site for the construction of such.

Fiscal Impact

The applicant is unable to provide an estimated project value for the 1.55-acre future office site at this time. The applicant indicates that an investment towards building upgrades is estimated to be $130,000. The site is currently tax-exempt; therefore, the City will see an enhanced, positive addition to the tax base. There is no further fiscal impact anticipated for the 4.36-acre site, as no changes are proposed for the daycare center or church facilities.

Recommendation

On January 23, 2023, the Planning Commission approved a recommendation in favor of adopting the proposed ordinance by a vote of 8-0.

Attachments:
Map (PDF)
Narrative_Clean (PDF)
SitePlan (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2023-1645

An Ordinance Amending Chapter 58 of the Mequon Municipal Code, to Rezone St. John's Evangelical Lutheran Church Located at 1600-1717 West Mequon Road from R-4 (Single-Family 3/4-Acre) to B-1 (Neighborhood Business District) and IPS (Institutional & Public Service) with a Planned Unit Development (PUD) Overlay, and Amend the City's Land Use Map from Residential (1.5-Acre) to Neighborhood Business and Institutional, in Connection with the Establishment of Proposed Commercial Office Space

RECITALS

A. The owner of the property located at 1600-1714 W. Mequon Road has applied for the approval of a Certified Survey Map (CSM) to divide the property into two lots and to rezone the lots to B-1 Neighborhood Business District and IPS Institutional and Public Service with a PUD Planned Unit Overlay.

B. Pursuant to Section 62.23 of the Wisconsin Statues, the City of Mequon is authorized to prepare and adopt a comprehensive plan, or amendment thereof, as defined in Section 66.1001(1)(a) and 66.1001(2) and 66.1001(4)(c) and 66.1001(4)(d), and to establish zoning districts within the City that are consistent with that comprehensive plan.

C. The Planning Commission by majority vote made a recommendation for approval of the proposed rezoning on the 23rd day of January 2023.

D. The required due notice and public hearing by the Common Council of the City of Mequon occurred on the 11th day of April 2023.

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

SECTION I

The existing and official City of Mequon District Zoning Maps are hereby amended so as to change the zoning classification of certain properties, as described and illustrated in Exhibit A, to B-1 (Neighborhood Business District) and IPS (Institutional and Public Service) with a Planned Unit Development (PUD) Overlay prohibiting restaurants and financial institutions as a use, and the Land Use Plan map to Neighborhood Business and Institutional subject to the following conditions:

The Planned Unit Development Ordinance is subject to the conditions approved by the Planning Commission’s action of January 23, 2023, as follows:

1. The property located at 1600 West Mequon Road (future office building) is prohibited for

restaurant use.

2. Final staff technical review and approval of the Certified Survey Map (CSM). The applicant shall make any technical corrections to the final CSM.
3. The applicant shall dedicate right-of-way to the ultimate right-of-way width along Mequon Road to WisDOT if required by WisDOT. The geometry of the dedication is subject to WisDOT review.
4. The applicant shall submit an electronic file for the proposed certified survey map in a format compatible with AutoCAD 2015 dwg or dxf in Wisconsin State Plane Coordinate system. South Zone (NAD 83).
5. The rezoning of the 1.55-acres property to B-1 will become effective upon the recording of the CSM, approval of the building and site plans by the Planning Commission, and after the future buyer's (Joe Woelfle - State Farm Insurance) building plans have been approved for commercial use by the State.

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 11, 2023

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 11, 2023.

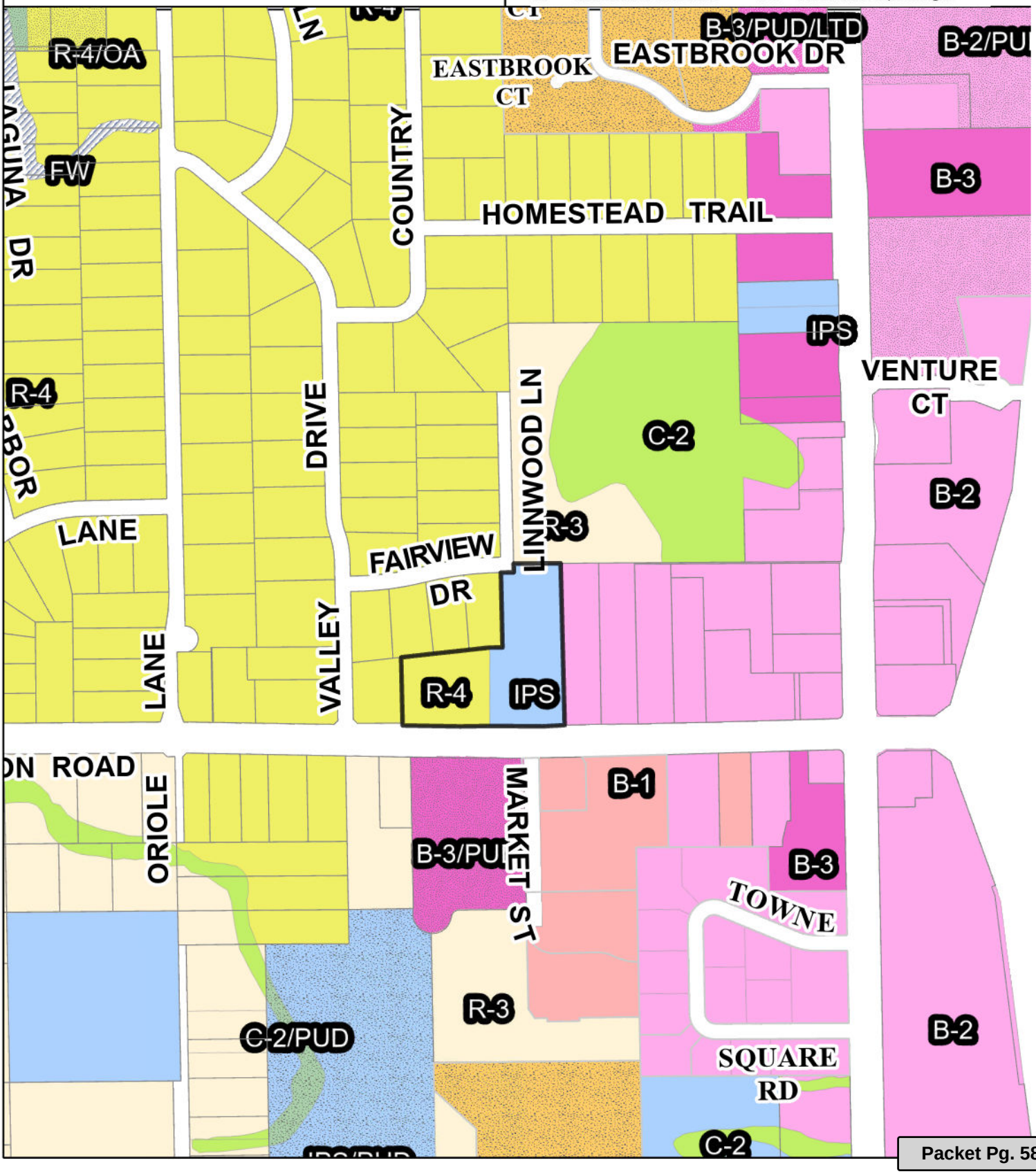
_____

Caroline Fochs, City Clerk

Published: _____

ST. JOHN'S EVANGELICAL LUTHERAN CHURCH - CSM AND REZONING RECOMMENDATION

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



Attachment: Map (ORDINANCE 2023-1645 : St John PUD)

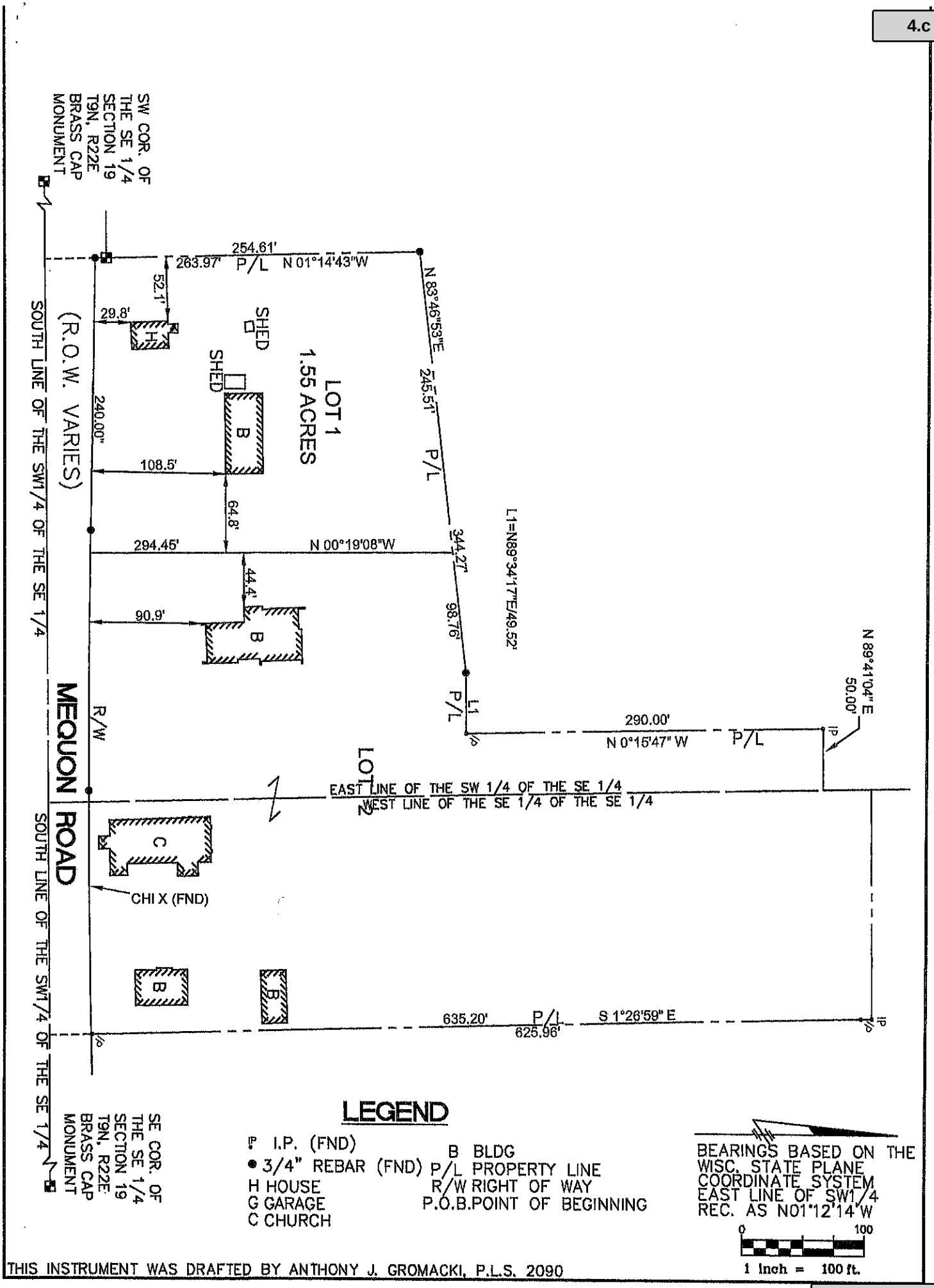
Rezoning Narrative;

The proposed new CSM would separate approximately 1.55 acres from the land that is currently zoned residential. The new property line would fall east of the barn allowing for approximately 43ft of setback for the existing ministries study building from the newly divided 1.55 acres. The portion of the land that will have the ministries study building is staying with the church and will change to match the neighboring zoning (institutional) as such. The proposed 1.55 acres is requested to be zoned as B-1, the existing farm house would then be used as an insurance office after bringing it up to required code along with aesthetic updates.

The Newly created B-1 zoning is consistent and complimentary with the use directly across the street and with the neighboring properties to the east of the church. This will create a natural transition to the surrounding residential areas as the zone requested is the lowest available density for business use. Additionally the existing home and landscaping would be updated and maintained keeping and accentuating the charm of the farm house property. No additional city resources or services would be needed for the new use of this property. The rezone is required so the church can sell the parcel and the proposed business can operate within the designated zoning ordinances.

Joe Woelfle
State Farm Insurance Companies
11649 N Port Washington Rd #214 / 3960 Hillside Dr #204
Mequon, WI 53092 / Delafield, WI 53018
Bus: 262-241-8292 / 262-303-4441
Fax: 866-203-5456
Per: 414-678-9807
NMLS# 1207066
www.insuremke.com

Attachment: Narrative_Clean (ORDINANCE 2023-1645 : St John PUD)



THIS INSTRUMENT WAS DRAFTED BY ANTHONY J. GROMACKI, P.L.S. 2090

Attachment: SitePlan (ORDINANCE 2023-1645 : St John PUD)

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

www.ci.mequon.wi.us **Office of Sewer**

TO: **Common Council**
FROM: **Kristen Lundeen, Director of Public Works/City Engineer**
DATE: **April 11, 2023**
SUBJECT: **ORDINANCE 2023-1646 An Ordinance Amending Chapter 58 of the Mequon Municipal Code, Redefining the Reimbursement Options for Sanitary Sewer Costs**

Background

New public utility infrastructure required to serve new or expanded development is constructed through a build-and-contribute process. That process consists of the developer designing, obtaining approval, constructing and financing the installation of public utility infrastructure. Upon final review, inspection and acceptance by the City or its Utilities, the developer dedicates the public utility infrastructure to the City/Utilities. That public utility infrastructure is subsequently owned and maintained by the City/Utilities. This standard practice applies to sanitary sewers, storm sewers, water main and roads, in addition to amenities such as street trees.

Some utility infrastructure design may require modifications to meet the long term needs of the public utility. For example, the size of the pipe required to serve only the development may be smaller than required to ultimately serve the public utility. Likewise, there may be additional depth, pipe extensions or connections that could be added to the project with minimal impact to the overall development, but of great benefit to the public utility.

As this language is contained within Section 58 of the City of Mequon Code of Ordinances, amendments require a public hearing and Planning Commission recommendation for approval.

After the discussion at the Water Utility Commission (WUC) meeting in March, the WUC requested that the reimbursement language define the method of determining the reimbursement cost. The sanitary sewer utility equivalent of those changes are represented in Sections (a)(1) and (a)(2) in the attached ordinance.

Analysis

By ordinance, the upsizing of the pipes or other public sewer utility costs are to be paid for by the Sewer Utility. The proposed ordinance modifies requirements from being specific to pipe diameters to being more broadly defined, based upon the demand for the development and the ultimate design requirements for the utility. This allows the Sewer Utility to require that the developer install the pipe diameter required based upon the demand of the development, and only contemplates reimbursement for upsizing due to the ultimate demand of the Sewer Utility.

Also, by ordinance, reimbursement can only be accomplished by having the City publicly bid and construct the project, with the developer's portion of the costs to be paid by the developer. Further, it requires that the developer deposit funds equal to 125% of the estimated project cost prior to proceeding.

Requiring that the public bid be administered by the City is not always the most cost-effective method. Additionally, requiring that the City/Sewer Utility administer the public bid could slow down the process for the developer. Therefore, staff is proposing modifications to the Code to allow for the City/Sewer Utility to reimburse the developer. The City has leveraged developer designed and contributed infrastructure in TIF projects, most recently with the Town Center developments.

The proposed ordinance modifications maintain the requirement for the project to be publicly bid, which requires statutorily defined advertisement, and for the City/Sewer Utility to approve the expenditure. Unlike the existing ordinance language, the developer holds the contract with the company installing the public utility infrastructure and reimburses if approved and accepted.

The ultimate method of installation and reimbursement would be outlined in the Development Agreement. The terms and conditions specific to that project would be outlined, following the guiding language of the ordinance.

As written, the proposed language does not eliminate the current process, but rather adds an additional option for the developer or City/Sewer Utility to consider. Staff is in favor of adding the option for flexibility at the time of development.

Specifically, two active subdivision applications would benefit from the ordinance change. Both Highland Meadows (storage to address sewer capacity) and Swan Ridge (meter pit for new connection to Milwaukee Water Works infrastructure) would benefit from the ordinance change.

The attached Exhibit includes the final version of the ordinance, with all changes accepted. If approved, this would be the format of the resulting ordinance.

Mequon Water Utility infrastructure is not regulated by ordinance. The Mequon Water Utility adopted an amendment to the Water Connection Policy in March with language that mirrors the proposed text amendment.

Fiscal Impact

Providing reimbursement as an option should provide a fiscal advantage to the Sewer Utility. While maintaining requirements for validation of cost efficiency, the Sewer Utility can leverage the private development process while achieving the goals of the Utility. If, in any case, Sewer Utility staff determines that a developer's pricing is not beneficial to the Sewer Utility, the process can revert back to the original ordinance language.

Recommendation

The Planning Commission unanimously approved the text amendment. Staff recommends that the Sewer Utility Commission favorably endorse, and the Common Council approve the

ordinance amendment for reimbursement of public sewer utility infrastructure.

Attachments:
Exhibit A: Section 58-640 Text Amendment (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2023-1646

An Ordinance Amending Chapter 58 of the Mequon Municipal Code, Redefining the Reimbursement Options for Sanitary Sewer Costs

RECITALS

A. The Common Council has previously adopted Chapter 58 of the Mequon Municipal Code.

B. Planning Commission recommended approval of the changes to Section 58-640 on February 27, 2023.

C. The Sewer Utility District Commission further recommended approval of the changes to Section 58-640 on April 11, 2023.

D. A public hearing was held at the Common Council meeting on April 11, 2023.

E. The Common Council, having reviewed the regulations related to reimbursement of Sewer Utility infrastructure, has determined that the City should adopt the amended ordinance as shown in Exhibit B.

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

SECTION I

Section 58-640 of the Mequon Municipal Code is amended to read as follows (NOTE: Deleted text is ~~struck-through;~~ Added text is **bolded & double-underlined**):

Sec. 58-640. - Sanitary sewer costs.

(a) The ~~subdivider~~ **developer** shall be responsible for all costs of required sanitary sewer construction ~~involving pipe size of 12 inches in diameter or less~~**sized for the demand of the development**. Where the city's sanitary sewer system plan requires the installation of sanitary sewers larger than 12 inches in diameter, the city shall pay the difference in cost between an ~~eight-inch-diameter sanitary sewer installation~~ **the installation of the pipe sized for the development demand** and the ~~12-inch-diameter~~ **system demand** sewer. **The developer shall be responsible for all costs of required sanitary sewer infrastructure sized for the demand of the development.**

(1) Where the Mequon Sewer Utility system plan requires the installation of sanitary sewer larger than 12 inches in diameter, the Mequon Sewer Utility shall pay the difference in cost between the installation of the pipe sized for the development demand and the system demand. Reimbursement for the increased pipe size shall be determined by bidding the sanitary sewer infrastructure sized for the demand of the development and bidding the sanitary sewer infrastructure sized for the system demand. The difference in cost between the sanitary sewer infrastructure sized for the demand of the development and the sanitary sewer infrastructure sized for the system demand shall be considered the reimbursement value.

(2) Reimbursement for all other sanitary sewer infrastructure shall be calculated on the basis as recommended by the City Engineer and as approved by the Sewer Utility District Commission.

(b) All sanitary sewer construction projects in which the city is paying any portion of the costs shall be publicly advertised ~~by the city~~, bids received and the contract ~~awarded~~ **amount approved** by the city. **Preparation of plans and specifications for such sanitary sewer construction may be done by the subdivider's engineer or by the engineering division of the department of public works. In either case, such engineering costs shall be paid for by the developer, except for that portion attributable to the city's share of the construction costs.**

(c) As documented by a development agreement, projects in which the city is paying any portion of the costs may be administered through one of the following:

(1) Build and contribute. Developer constructs the infrastructure and upon approval from the city engineer, dedicates the infrastructure to the Sewer Utility.

a. Developer will construct and pay for, or will cause any affected parcel owners to construct and pay for, all required public utility improvements, which upon completion, final inspection and acceptance by the city, shall be dedicated to the city, or the Sewer Utility, as applicable.

b. If the required public utility improvements work is subject to any public bidding requirements, the developer will comply with those requirements and cause any affected parcel owner to do so.

c. The city shall cooperate with and assist the developer with compliance with public bidding requirements and if

requested by the developer.

d. Construction documents shall define the bid items and quantities associated with the public utility improvements.

e. Prior to construction, the city/Sewer Utility shall approve the expenditure associated with the public utility improvements.

f. Developer will cause the required public utility improvements, to be constructed in a good and workmanlike manner and substantially in accordance with the approved plans and will promptly correct any defects, structural or otherwise, in construction, and all deviations from the approved plans.

g. Developer will deliver, or cause a parcel owner to deliver to the city, a 2-year warranty of all such required public utility improvements.

h. Construction of the required public utility improvements shall be completed free of all liens and encumbrances, with lien waivers submitted to the city as a condition precedent to its acceptance of dedication of such public utility improvements.

i. There shall be no independent reimbursement to developer for the costs of the required public utility improvements.

j. When the developer has completed the construction of the public utility improvements, and said improvements have been accepted and dedicated, the city shall approve the invoice and request for payment.

k. This payment for public utility improvements will be made from sewer capital funds.

(2) City administered public bid.

a. Developer will pay for, or will cause any affected parcel owners to pay for, all city/Sewer Utility owned public utility improvements, subject to final inspection and acceptance by the City.

b. No such contract shall be awarded until the subdivider has

deposited with the city an amount of money not to exceed 125 percent of the estimated cost to the subdivider. ~~Preparation of plans and specifications for such sanitary sewer construction may be done by the subdivider's engineer or by the engineering division of the department of public works. In either case, such engineering costs shall be paid for by the developer, except for that portion attributable to the city's share of the construction costs.~~

c. Upon completion of the construction, final determination of the developer's cost shall be made by the city engineer and any monies remaining in the developer's deposit after charging such costs against the deposit shall be refunded to the subdivider. If such costs exceed the deposit, the subdivider shall, upon demand of the city engineer, immediately pay the difference to the city.

~~(b)~~(d) In recognition of the city's payment of oversized costs and the fact that the city has previously invested in oversized sanitary sewer facilities, all new subdivisions and condominiums connecting to the city's sanitary sewer system shall pay a basic per lot charge, in accordance with the city's established fee schedule prior to recording the final subdivision plat, condominium declaration, certified survey map or prior to issuance of a multi-family residential building permit. Payments shall be made to the city treasurer prior to recording the final plat, condominium declaration or certified survey map.

SECTION II

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

SECTION III

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

SECTION IV

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

Approved by: Andrew Nerbun, Mayor

Date Approved: April 11, 2023

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 11, 2023.

_____

Caroline Fochs, City Clerk

Published: _____

Exhibit A

Sec. 58-640. - Sanitary sewer costs.

(a) The developer shall be responsible for all costs of required sanitary sewer construction sized for the demand of the development. Where the city's sanitary sewer system plan requires the installation of sanitary sewers larger than 12 inches in diameter, the city shall pay the difference in cost between the installation of the pipe sized for the development demand and the system demand sewer. The developer shall be responsible for all costs of required sanitary sewer infrastructure sized for the demand of the development.

(1) Where the Mequon Sewer Utility system plan requires the installation of sanitary sewer larger than 12 inches in diameter, the Mequon Sewer Utility shall pay the difference in cost between the installation of the pipe sized for the development demand and the system demand. Reimbursement for the increased pipe size shall be determined by bidding the sanitary sewer infrastructure sized for the demand of the development and bidding the sanitary sewer infrastructure sized for the system demand. The difference in cost between the sanitary sewer infrastructure sized for the demand of the development and the sanitary sewer infrastructure sized for the system demand shall be considered the reimbursement value.

(2) Reimbursement for all other sanitary sewer infrastructure shall be calculated on the basis as recommended by the City Engineer and as approved by the Sewer Utility District Commission.

(b) All sanitary sewer construction projects in which the city is paying any portion of the costs shall be publicly advertised, bids received and the contract amount approved by the city. Preparation of plans and specifications for such sanitary sewer construction may be done by the subdivider's engineer or by the engineering division of the department of public works. In either case, such engineering costs shall be paid for by the developer, except for that portion attributable to the city's share of the construction costs.

(c) As documented by a development agreement, projects in which the city is paying any portion of the costs may be administered through one of the following:

(1) Build and contribute. Developer constructs the infrastructure and upon approval from the city engineer, dedicates the infrastructure to the Sewer Utility.

a. Developer will construct and pay for, or will cause any affected parcel owners to construct and pay for, all required public utility improvements, which upon completion, final inspection and acceptance by the city, shall be dedicated to the city, or the Sewer Utility, as applicable.

b. If the required public utility improvements work is subject to any public bidding requirements, the developer will comply with those requirements and cause any affected parcel owner to do so.

c. The city shall cooperate with and assist the developer with compliance with public bidding requirements and if requested by the developer.

d. Construction documents shall define the bid items and quantities associated with the public utility improvements.

e. Prior to construction, the city/Sewer Utility shall approve the expenditure associated with the public utility improvements.

f. Developer will cause the required public utility improvements, to be constructed in a good and workmanlike manner and substantially in accordance with the approved plans and will promptly correct any defects, structural or otherwise, in construction, and all deviations from the approved plans.

g. Developer will deliver, or cause a parcel owner to deliver to the city, a 2-year warranty of all such required public utility improvements.

Attachment: Exhibit A: Section 58-640 Text Amendment (ORDINANCE 2023-1646 : Text Amendment: Sanitary Sewer Costs)

Exhibit A

h. Construction of the required public utility improvements shall be completed free of all liens and encumbrances, with lien waivers submitted to the city as a condition precedent to its acceptance of dedication of such public utility improvements.
i. There shall be no independent reimbursement to developer for the costs of the required public utility improvements.
j. When the developer has completed the construction of the public utility improvements, and said improvements have been accepted and dedicated, the city shall approve the invoice and request for payment.
k. This payment for public utility improvements will be made from sewer capital funds.

(2) City administered public bid.
a. Developer will pay for, or will cause any affected parcel owners to pay for, all city/Sewer Utility owned public utility improvements, subject to final inspection and acceptance by the City.
b. No such contract shall be awarded until the subdivider has deposited with the city an amount of money not to exceed 125 percent of the estimated cost to the subdivider.
c. Upon completion of the construction, final determination of the developer's cost shall be made by the city engineer and any monies remaining in the developer's deposit after charging such costs against the deposit shall be refunded to the subdivider. If such costs exceed the deposit, the subdivider shall, upon demand of the city engineer, immediately pay the difference to the city.

(d) In recognition of the city's payment of oversized costs and the fact that the city has previously invested in oversized sanitary sewer facilities, all new subdivisions and condominiums connecting to the city's sanitary sewer system shall pay a basic per lot charge, in accordance with the city's established fee schedule prior to recording the final subdivision plat, condominium declaration, certified survey map or prior to issuance of a multi-family residential building permit. Payments shall be made to the city treasurer prior to recording the final plat, condominium declaration or certified survey map.

Attachment: Exhibit A: Section 58-640 Text Amendment (ORDINANCE 2023-1646 : Text Amendment: Sanitary Sewer Costs)

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Office of the City Clerk
Taped and Televised

draft

COMMON COUNCIL
Regular Meeting
Tuesday, March 14, 2023 - 7:30 PM
or Immediately Following the
Mequon Municipal Water Utility Commission Meeting
Christine Nuernberg Hall

Minutes

1) Call to Order

Mayor Nerbun called the meeting to order at 8:23 PM.

2) Pledge of Allegiance

3) Roll Call

Present:
Mayor Andrew Nerbun
Alderman Robert Strzelczyk
Alderman Glenn Bushee
Alderman Dale Mayr
Alderman Jeffrey Hansher
Alderman Mark Gierl
Alderman Brian Parrish
Alderman Kathleen Schneider
Alderman William Gebhardt

Also present: City Administrator Jones, City Attorney Sajdak, City Clerk Fochs, Community Development Director Tollefson, Assistant City Administrator/Human Resources Director Schoenemann, City Engineer/Public Works Director Lundeen, Inspections Supervisor Golden, press and interested public.

4) Personal Appearances and Public Comment: None.

5) Public Officials' Reports:

a) Mayor: Mayor Nerbun wished all a Happy Pi Day, it being 3/14.

b) City Administrator: City Administrator Jones announced that in-person absentee voting will run from March 21st through March 31st in the Clerk's Office at City Hall from 8:00 am to 4:30 pm every day except March 31st. Voting will be open until 5:00 pm on that day. On April 4th, Spring Election Day, the polls will be open from 7:00 am to 8:00 pm.

Attachment: 03-14-23_CC draft minutes (8289 : Common Council meeting minutes of March 14, 2023)

The Wisconsin Department of Transportation (WisDOT) will be hosting a public information meeting between 6:00 pm - 7:30 pm to gather input and share information on a 2.2-mile project on Wauwatosa Road. This project is scheduled for construction in 2026. The work will span from just south of County Line Road all the way to Mequon Road and will include traffic signals and sidewalks.

6) Consent Agenda:

a) Common Council meeting minutes of February 14, 2023.
b) Architectural Board meeting minutes of January 9, 2023.
c) Board of Appeals meeting minutes of December 1, 2022.
d) Economic Development Board meeting minutes of January 24, 2023.
e) Festivals Committee meeting minutes of January 18, 2023.
f) Finance-Personnel Committee meeting minutes of January 10, 2023.
g) Mequon Municipal Water Utility Commission meeting minutes of December 13, 2022.
h) Park and Open Space Board meeting minutes of January 18, 2023.
i) Planning Commission minutes of January 24, 2023.
j) Public Safety Committee meeting minutes of December 13, 2022.
k) Public Welfare Committee meeting minutes of January 10, 2023.
l) Public Works Committee meeting minutes of December 13, 2022.
m) Tree Board meeting minutes of August 19, 2022 and January 25, 2023.
n) Zoning Enforcement and Site Compliance Report Through March 1, 2023.

o) **RESOLUTION 4022** - A Resolution Approving a Certified Survey Map and Accepting the Dedication of 0.053 Acres of Public Right-of-Way Along 1600-1714 West Mequon Road.

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

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

p) **RESOLUTION 4023** - A Resolution Approving an Amendment to a Development Agreement with P2 Development, in Connection with Completion of a Planned Unit Development Project Located at 11040 and 11110 North Buntrock Avenue.

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

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

q) 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.

Attachment: 03-14-23_CC draft minutes (8289 : Common Council meeting minutes of March 14, 2023)

1) **ORDINANCE 2023-1640** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code, Related to Building and Site Plan Requirements for Properties Located in the Town Center and Arrival Corridor Zoning Districts.

RESULT: **First Reading**

2) **ORDINANCE 2023-1641** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code, Related to Turf Grass Height Limits During the Month of May.

RESULT: **First Reading**

3) **ORDINANCE 2023-1642** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code, Regarding Required Setbacks and Offsets for Properties Located within the City's R-2 (2-Acre) Zoning Districts.

RESULT: **First Reading**

Motion to suspend the rules and take action on **ORDINANCE 2023-1643**.

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

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

4) **ORDINANCE 2023-1643** - An Ordinance Amending Chapter 10 of the Mequon Municipal Code, Updating References to, and Requirements of, Applicable Administrative Code Provisions Related to Building Permits.

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

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

5) **ORDINANCE 2023-1644** - An Ordinance Amending the Planned Unit Development (PUD) for New Castle Place (Lifespace) Located at 12500-12700 North Port Washington Road, Approving a New Concept Plan, Extending the Development Timeline, Modifying the Open Space Requirement and Updating Certain Approval Requirements.

RESULT: **First Reading**

Attachment: 03-14-23_CC draft minutes (8289 : Common Council meeting minutes of March 14, 2023)

6) **ORDINANCE 2023-1645** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code, to Rezone St. John's Evangelical Lutheran Church Located at 1600-1717 West Mequon Road from R-4 (Single-Family 3/4-Acre) to B-1 (Neighborhood Business District) and IPS (Institutional & Public Service) with a Planned Unit Development (PUD) Overlay, and Amend the City's Land Use Map from Residential (1.5-Acre) to Neighborhood Business and Institutional, in Connection with the Establishment of Proposed Commercial Office Space.

   Mr. Joe Woelfle, a State Farm Agent in Mequon explained that he hopes to move his Mequon business to this subject property. The plans are to accommodate a commercial office on the first floor. The second floor will not be used.

   RESULT: **First Reading**

7) **ORDINANCE 2023-1646** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code, Redefining the Reimbursement Options for Sanitary Sewer Costs.

   RESULT: **First Reading**

8) **ORDINANCE 2023-1639** - An Ordinance Amending Section 46-133 and Chapter 50 of the Mequon Municipal Code Relating to Nuisances Within the City, Including Noise.

   RESULT: **First Reading**

   Motion to approve the Consent Agenda, Items A - P, which includes **RESOLUTION 4022** and **RESOLUTION 4023**.

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

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

7) Ordinances: None.

8) Resolutions:

a) **RESOLUTION 4024** - A Resolution Clearing the Personal Property Tax Roll of Delinquent Accounts Deemed Uncollectible for Tax Roll Year 2021.

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

Attachment: 03-14-23_CC draft minutes (8289 : Common Council meeting minutes of March 14, 2023)

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

b) **RESOLUTION 4025** - A Resolution Approving a Three-Year Professional Services Agreement for Commercial Plan Review and Consultation Services, with E-Plan Exam of Brookfield, Wisconsin.

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

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

c) **RESOLUTION 4034** - A Resolution Approving Amendments to the City of Mequon Fee Schedule for Fiscal Year 2023, Related to State of Wisconsin Commercial Plan Review Fees.

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

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

d) **RESOLUTION 4026** - A Resolution Approving State/Municipal Agreement(s) for a State-Let Highway Project with the Wisconsin Department of Transportation for Sidewalk Installation on Mequon Road West of Wauwatosa Road to Swan Road.

Public Works Director Lundeen stated that at the Public Works Committee meeting tonight she requested to table the State Municipal Maintenance Agreement (SMMA). She is working on an amended agreement that would exclude certain maintenance requirements. The State Municipal Financial Agreement (SMFA) for the sidewalk replacement was approved by Committee as written.

Council discussion ensued on the replacement of the sidewalks to the east of Wauwatosa Road on the north and south sides. Topics included the current state of the sidewalk, Mequon's financial obligations in each scenario, material costs, supply chain issues, and the lifespan of this sidewalk.

Motion by Alderman Mayr to approve **RESOLUTION 4026** as written and to table the State/Municipal Maintenance Agreement.

Alderman Strzelczyk seconded the motion.

This motion and second were withdrawn.

Attachment: 03-14-23_CC draft minutes (8289 : Common Council meeting minutes of March 14, 2023)

Alderman Mayr made a motion to eliminate the SMFA for sidewalk replacement between Wauwatosa Road and Buntrock Road Avenue (Exhibit B) and for staff to get future maintenance costs for the next 5-10 years.

Alderman Strzelczyk seconded the motion.

The motion and second were withdrawn.

Motion to divide the resolution into two matters for voting purposes.

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

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

Motion to approve the State/Municipal Financial Agreement (SMFA) for the sidewalk replacement between Wauwatosa Road and Buntrock Avenue and table the State/Municipal Maintenance Agreement (SMMA).

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

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

Motion to reconsider the previous motion regarding the SMFA and SMMA.

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

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

Motion to approve the State/Municipal Financial Agreement (SMFA) for the sidewalk replacement between Wauwatosa Road and Buntrock Avenue and table the State/Municipal Maintenance Agreement (SMMA)

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

Attachment: 03-14-23_CC draft minutes (8289 : Common Council meeting minutes of March 14, 2023)

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

Motion to approve the State/Municipal Maintenance Agreement (SMMA) (Exhibit C) and the WisDOT memo summarizing the data costs for each of the sidewalk options (Exhibit D).

RESULT: **Failed by Roll Call Vote [2 to 6]**
MOVED BY: Alderman Hansher
SECONDED BY: Alderman Parrish

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

e) **RESOLUTION 4027** - A Resolution Approving Amendments to the City of Mequon Fee Schedule for Fiscal Year 2023, Related to Athletic Field Fees, Pool Fees and Sewer Utility User Charges.

Director Lundeen explained the methodology for the fee schedule is taking the field maintenance landscape contract costs divided by the number of user groups. The user groups were informed of the methodology and have requested this type of contract. Field maintenance includes such things as raking, lining, and mounds creation. The City does the mowing. Prior to 2021 each user group would hire their own field maintenance crews. Since then a pilot program was executed using a Memorandum of Understanding. That proved to be an unequitable solution for the user groups. In the end, the user groups approved the current field maintenance contract. Each group can opt in or out annually.

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

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

f) **RESOLUTION 4028** - A Resolution Approving Award of the 2023 Road Improvements Contract to Payne & Dolan, of Jackson, Wisconsin, in the Amount of $1,933,000, and Authorizing Execution of a Memorandum of Understanding with the Village of Thiensville for Reimbursement.

Discussion ensued on end of driveway concrete replacement. Director Lundeen explained that changes have been made in the process so that all residents, regardless of the material of their driveway, are now notified and offered the opportunity to leverage our contracts to have their driveways replaced. It was noted that a sidewalk on Range Line Road is in bad repair and needs replacement. Director Lundeen stated that it has been incorporated into the Master Plan and will be under evaluation.

Attachment: 03-14-23_CC draft minutes (8289 : Common Council meeting minutes of March 14, 2023)

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

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

g) **RESOLUTION 4029** - A Resolution Awarding the 2023 Crack Sealing Contract to Fahrner Asphalt Sealers, Waunakee, Wisconsin in an Amount Not-to-Exceed $292,000.

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

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

h) **RESOLUTION 4030** - A Resolution Approving a Contract for Baseball Field Management Services During the 2023-2026 Seasons with SMB Landscape Contractors, Thiensville, Wisconsin, at an Annual Estimated Cost of $42,135.

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

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

i) **RESOLUTION 4031** - A Resolution Approving a Contract Award to Construct a Parallel Force Main for Tamerlane Drive Lift Station "O" to Mid-City Corporation of Butler, Wisconsin, in the Amount of $738,265.

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

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

j) **RESOLUTION 4032** - A Resolution Approving Award of a Contract to Test and Seal 218 Sanitary Sewer Laterals in the Ranch Road Lift Station "E" Area to Visu-Sewer, Inc. of Pewaukee, Wisconsin in the Amount of $687,632.

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

Attachment: 03-14-23_CC draft minutes (8289 : Common Council meeting minutes of March 14, 2023)

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

k) **RESOLUTION 4033** - A Resolution Approving Award of a Design Contract for the Replacement of Ranch Road Lift Station "E" to Applied Technologies, Inc., of Brookfield, Wisconsin in the Amount of $514,205.

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

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

9) Specified Unfinished Business From Prior Meetings: None.

10) Specified New Business: None.

11) Potential Closed Session:

a) Noffke Roofing Claim: The Common Council may convene into closed session pursuant to Wis. Stat. §19.85(1)(g) for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, and then may reconvene into open session to take such action as deemed appropriate.

Motion to go into Closed Session at 9:23 PM to discuss the Noffke Roofing Claim.

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

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

12) Adjourn

Motion to adjourn at 9:45 PM.

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

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

Respectfully Submitted,
Kathy Andrykowski
Deputy Clerk

Attachment: 03-14-23_CC draft minutes (8289 : Common Council meeting minutes of March 14, 2023)

11333 N. Cedarburg Road
Mequon, Wisconsin 53092
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INSPECTION DIVISION

Attachment: Arch Brd minutes_02-13-23 (8288 : Architectural Board meeting minutes of February 13, 2023)

ARCHITECTURAL BOARD MINUTES
Monday, February 13, 2023
6:00 PM
Lower-Level Conference Room

Minutes

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

Present:	Vice-Chairman Paul Apfelbach
Members at Large:	Michael Wade, Curtis Helm, Janet Ehn, Bluma Lotman
Building Inspector:	Greg Golden

2. **Meeting Minutes**

Minutes from the January 9, 2023, meeting were approved by District Representative Janet Ehn and seconded by District Representative Michael Wade.
Minutes were approved unanimously.

3. **Application Submittals:**

No.	Alder. District /Time	Type of App	Owner(s) / Project Address	Contractor
1)	Dist. 6 6:00 pm	**Addition: Kitchen & Garage**	Adam Tietyen 12504 N. Portland Avenue Subd: River Oaks Est. #1	Cont: Platz Custom Homes Arch: Fritsch Design LLC

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

Conditions: Plans approved as submitted.

2)	Dist. 8 6:10 pm	**Window Changes**	Patrick Laske & Kate Flood 9922 N. Lake Shore Drive Subd: N/A	Cont: M. Schueller Const. Arch: Chris Chambliss

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

Conditions: Plans approved as submitted.

3)	Dist. 1 6:20 pm	**New Single-Family Residence**	Victory Homes of WI 10127 W. Farmdale Est. Ct. Subd: Farmdale Estates	Cont: Victory Homes of WI Arch: David Pluim

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

Conditions: Plans approved as submitted.

Attachment: Arch Brd minutes_02-13-23 (8288 : Architectural Board meeting minutes of February 13, 2023)

4. **Action:**

District Representative Janet Ehn made a motion to adjourn the meeting. Vice-Chairman Paul Apfelbach seconded the motion.

A vote was taken; vote passed unanimously.

Meeting adjourned at 6:17 p.m.

Attachment: Arch Brd minutes_02-13-23 (8288 : Architectural Board meeting minutes of February 13, 2023)

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Attachment: Festivals Minutes_02-15-23 (8319 : Festivals Committee meeting minutes of February 15, 2023)

FESTIVALS COMMITTEE
Wednesday, February 15, 2023
6:30 PM
North Conference Room

Minutes

1) Call to Order, Roll Call

Present:
Committee Member Deanna Conaty
Committee Member Jenne Hohn
Committee Member Lisa Liljegren
Committee Member Moshe Luchins
Vice Chair Miranda White
Chair Vanessa Nerbun -- **Absent**
Committee Member Tracy Johnson -- **Absent**
Committee Member Christine McLean -- **Absent**

Also Present: Executive Assistant Enea

2) Approval of Meeting Minutes
   a. January Minutes

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

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

3) Taste of Mequon
   a. Application & Sponsor Update

Top two sponsorship levels have been filled by Kohler Credit Union and Sommer's Automotive.

   b. Vendor Review
      1. S & T Cuisine Menu

The Committee reviewed their menu and voted to invite them to submit an application.
RESULT: **Approved by Voice Acclamation [Unanimous]**

MOVED BY: Committee Member White
SECONDED BY: Member Conaty

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

2. Lake Country Growers Vendor Application

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

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

c. Logo & Signage

Executive Assistant Enea shared with the Committee that the yard sign inventory was at 30. Did the Committee want to order more and did they want to make changes to it? The Committee talked about simplifying it with just orange and purple colors, Taste of Mequon, date, and time.

d. Children's Area

i) Inflatables

Vice Chair White moved to rent the obstacle course and trampoline park and Member Liljegren seconded. It was passed by voice acclamation. The Committee wants to ask the rental company if they will provide staffing. They also discussed a sandwich board with rules, a staff/volunteer tent with a cooler and snacks, and a 360 photo booth.

ii) Dancers

Executive Assistant Enea reached out to Bella Via, but hasn't heard anything back yet.

iii) Silent Disco

The Committee talked about having the Silent Disco on the stage in the Children's Area once it gets dark and having a neon glow party with it. Executive Assistant will speak with Kim Guibord about his DJ managing it.

e. 10 Year Anniversary

i) Logo Cups

ii) Fireworks

Still checking to see if Rennicke Field is large enough for a fireworks show. Will report at next meeting.

iii) Bags Tournament

Attachment: Festivals Minutes_02-15-23 (8319 : Festivals Committee meeting minutes of February 15, 2023)

The Committee decided not to have a bags tournament because of all the rules and rentals would be plastic boards which tournament players do not favor. The Committee will look into pricing to buy 2 sets just to have on the east sidewalks for fun.

4) Next Meeting Date and Time: 3/15 at 6:30 PM

5) Adjourn

Vice Chair White moved to adjourn at 7:35 PM and Member Conaty seconded.

Respectfully Submitted,

Carrie Enea
Executive Assistant

Attachment: Festivals Minutes_02-15-23 (8319 : Festivals Committee meeting minutes of February 15, 2023)

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Public Works Department

Joint Mequon-Thiensville Bike and Pedestrian Way Commission
Thursday, February 9, 2023
9:00 AM
North Conference Room

Minutes

1. Call to Order, Roll Call

   Chair Azinger called the meeting to order at 9:01 a.m.

   Present:
   Commissioner Kenneth Maciolek
   Chair T. Azinger
   Commissioner Ron Heinritz
   Commissioner John Liegeois
   Commissioner Kristin Wade

   Absent:
   Commissioner Jim Doornek
   Commissioner Rob Holyoke

   Also present were Director of Public Works/City Engineer Kristen Lundeen, Assistant City Engineer Cole McCraw, and Administrative Assistant Kris Leach.

2. Approval of Meeting Minutes
   January 19, 2023 Minutes

RESULT:	**Approved [Unanimous]**
MOVED BY:	Commissioner Maciolek
SECONDED BY:	Commissioner Heinritz

AYES:	Maciolek, Azinger, Heinritz, Liegeois, Wade

Attachment: 02-09-2023 Mins_Joint M-T Bike and Pedestrian Way Commission (8294 : Joint Mequon-Thiensville Bike and Pedestrian Way

3. Resident Communications

Chair Azinger acknowledged that no residents were in attendance at that time.

During the discussion of the Master Plan RFP, Dave Schlageter, a representative of the Highland Road Bike/Pedestrian Path Project arrived. Following the discussion of the Master Plan RFP agenda item, Chair Azinger decided to allow the late arriving resident to address the Commission.

Mr. Schlageter, in follow up to his attendance of the January meeting, asked again for the support of this Commission. He advised that the Rails to Trails event is being held on April 22, 2023, from 10:00 a.m. to 2:00 p.m. and proposed that this Commission could co-sponsor the event with no monetary obligation. The event is designed to promote pedestrian and bike travel in Ozaukee County. They have permission to place tents at Spur 16 and are seeking the Commission's support and assistance in advertisement through the City. Director of Public Works/City Engineer Lundeen cautioned Mr. Schlageter that they will need to follow the City's sign ordinance. Chair Azinger asked if they, as a Commission, have the ability to support the event. Lundeen advised that it would need to be on the agenda for approval. Assistant City Engineer McCraw was asked to add it to the March agenda.

4. Discussion/Action Items

Master Plan RFP Response Discussion

Assistant City Engineer McCraw recapped the status of the Master Plan RFP since the January meeting. Chair Azinger asked to read an email from Commissioner Holyoke regarding the Village of Thiensville's position on the Master Plan RFP. Commissioner Holyoke advised that it was decided that the Village of Thiensville did not wish to be a part of the study and that the City of Mequon should do it on its own. This was decided based on the cost and need of the Village.

Chair Azinger asked if there were any thoughts or updates regarding private funding. Director of Public Works/City Engineer Lundeen advised that she and Assistant City Engineer received notice mid-last week that the bipartisan infrastructure law has been expanded to provide additional Transportation Alternatives Program (TAP) Grant funding. Pursuit of the TAP Grant would make the current proposal null and void. The deadline for the TAP Grant application is March 24, 2023, which could be met. It will be acted upon in a meeting in late April or early May and it is expected that funding would be available for all four years, covered by the solicitation. Lundeen did caution the Board that if they do not receive the grant funding, she is not sure the consultant will wait for them to vet through the process, however it doesn't mean the group could not reissue the RFP later. Commissioner Wade asked if the grant was for a specific dollar amount. Lundeen advised that the dollar amount would depend on available funding and the application will need to include an estimated project amount. She further stated that it is typically an 80/20 cost share based on the project amount. Further discussion ensued, considering all options. Chair Azinger asked for a motion.

Attachment: 02-09-2023 Mins_Joint M-T Bike and Pedestrian Way Commission (8294 : Joint Mequon-Thiensville Bike and Pedestrian Way

Motion to table the Master Plan & to apply for TAP Grant funding

RESULT:	**Approved by Roll Call Vote [Unanimous]**
MOVED BY:	Commissioner Maciolek
SECONDED BY:	Commissioner Wade

AYES:	Maciolek, Azinger, Heinritz, Liegeois, Wade

5. Other Business

Chair Azinger asked if there was any other business. Commissioner Heinritz commented on Thiensville's position regarding the Master Plan proposal. He expressed that Thiensville had confusion over the cost and what they were actually getting for the money. No staff was at the meeting to speak on it and the Committee didn't take action, so it isn't dead. Heinritz said another factor is the River Road improvement.

Commissioner Maciolek asked if anything else, such as Highland Road, should be considered for the TAP Grant. Director of Public Works/City Engineer Lundeen advised that since it is already in the agenda packet for Tuesday's Common Council meeting, it would take something from the floor to bring the TAP grant information in.

Commissioner Liegeois pointed out that the 2010-2030 study, as well as the maps packet dated 2/24/17 are not on the Village of Thiensville's website. He was advised that Director of Community Services/Public Works Andy LaFond would need to be contacted. It was verified that these documents are available on the City of Mequon's website.

6. Adjourn

Motion to Adjourn at 9:45 a.m.

RESULT:	**Approved by Voice Acclamation [Unanimous]**
MOVED BY:	Commissioner Maciolek
SECONDED BY:	Commissioner Heinritz

AYES:	Maciolek, Azinger, Heinritz, Liegeois, Wade

Respectfully Submitted,

Kris Leach

Attachment: 02-09-2023 Mins_Joint M-T Bike and Pedestrian Way Commission (8294 : Joint Mequon-Thiensville Bike and Pedestrian Way

MEQUON WATER UTILITY

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Water Utility

MEQUON MUNICIPAL WATER UTILITY COMMISSION
Regular Meeting
Tuesday, February 14, 2023
7:15 PM
Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Commissioner Nerbun called the meeting to order at 7:15 PM

Present:
Commissioner Andrew Nerbun
Commissioner Glenn Bushee
Commissioner Mark Gierl
Commissioner Jeffrey Hansher
Commissioner Dale Mayr
Commissioner Brian Parrish
Commissioner Kathleen Schneider
Commissioner Robert Strzelczyk
Vacant Seat

Also Present: City Administrator Jones, City Attorney Sajdak, Assistant City Administrator Schoenemann, City Clerk Fochs, Public Works Director Lundeen, Police Chief Pryor, Finance Director Engroff, Assistant City Engineer McCraw, Deputy Director of Utilities Driscoll, Water Utility/City Water LLC Director of Operations Voigt, Administrative Assistant Schlereth, press and interested public.

2) Approval of Meeting Minutes

a. December 13, 2022, Minutes

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

Attachment: Water Utility Minutes_2-14-23 (8338 : Mequon Municipal Water Utility Commission meeting minutes of February 14, 2023)

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

3) Discussion and Possible Action

a. Motion to Approve Water Utility Commission Consideration of the Village of River Hills' Request for Municipal Water Service

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

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

b. Motion to Approve Resolution Authorizing Execution of an Intergovernmental Agreement with the Village of River Hills for Municipal Water Service

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

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

c. Motion to Approve Water Services Agreement with the Village of River Hills for the River Hills Tax Increment District (TID) Infrastructure Project

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

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

d. Motion to Approve Water Services Agreement and Water Utility Easement with The Grove at River Hills, LLC for the Grove at River Hills

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

Attachment: Water Utility Minutes_2-14-23 (8338 : Mequon Municipal Water Utility Commission meeting minutes of February 14, 2023)

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

e. Motion to Approve Water Services Agreement with Bayside Development Partners II, LLC for the One North Project in the Village of Bayside

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

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

4) Adjourn

a. Motion to Adjourn at 7:24 PM

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

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

Respectfully Submitted,

Ren Schlereth
Administrative Secretary

Attachment: Water Utility Minutes_2-14-23 (8338 : Mequon Municipal Water Utility Commission meeting minutes of February 14, 2023)

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Department of Community Development
Taped and Televised

PLANNING COMMISSION
Regular Meeting
Monday, February 27, 2023
6:00 PM
Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Present:
Chair Andrew Nerbun
Alderman Brian Parrish
Commissioner Martin Choren
Commissioner Dan Gentges
Commissioner Stephanie Hawley
Commissioner Rick Lemke
Commissioner James Schaefer
Commissioner Rebecca Schaefer
Alternate Gregg Bach
Commissioner John Stoker - **Absent**

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

a) Approval of Minutes from January 23, 2023

Action
Commissioner Becky Schaefer made a motion to approve the January 23, 2023, meeting minutes.
Commissioner Lemke seconded the motion.
A voice vote was taken; vote passed (8-0)

RESULT:	**APPROVED [8 TO 0]**
MOVER:	Rebecca Schaefer, Commissioner
SECONDER:	Rick Lemke, Commissioner
AYES:	Nerbun, Choren, Gentges, Hawley, Lemke, Parrish, J. Schaefer, R. Schaefer
ABSENT:	Stoker

Attachment: Planning Comm Minutes_02.27.23_FINAL (8339 : Planning Commission meeting minutes of February 27, 2023)

3) Regular Business

a) Lance Gehrett. The Planning Commission may reconsider its denial of the specimen tree removal and wetland setback request from the Planning Commission meeting on January 23, 2023, for the property located at 12333 N. Lake Shore Drive to remove two specimen trees.

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

Asst. City Eng. Cole McCraw stated that this item is back for reconsideration for removal of two specimen trees for the property located at 12333 N. Lake Shore Drive. He explained that all the previously recommended conditions have been met as part of the resubmitted grading plan and house placement, including meeting the wetland protective area, the elevation of the house as well as some drainage items. The remaining conditions refer to the green infrastructure plan requirements that will be required due to added impervious surface. He mentioned that other grading issues will be addressed as part of the final grading plan at time of building and site plan approval.

City Forester Mike Gies stated that two specimen trees will need to be removed regardless of the position of the house (a 21" white linen and a 25" red oak). With the 50-foot setback being adhered to, of the 31 trees discussed at previous meetings, 11 trees can be preserved but the remainder will need to be removed regardless of the position of the house.

Public Feedback

Kimberly Poms – 12323 N. Lake Shore Drive – she stated she is appreciative that the newly proposed plan meets the setback requirements and will preserve as many trees as possible. She is heartbroken about all the trees lost over the past few years which has caused the water table to rise. She has concerns about the grade changes and how they will affect the water levels. She would like to know what the final basement height and grading plan will be.

Asst. City Eng. McCraw answered that the newly proposed grading plan shows the basement footings will be 2-4 feet below grade. He also gave a general overview of the entire approval process as requested by the Commission. He stated that he is the contact person for this project.

Action
Commissioner Choren made a motion to approve the removal of the two specimen trees per the conditions in the staff report.
Commissioner Lemke seconded the motion.
A voice vote was taken; vote passed (7-1) (No vote: Becky Schaefer)

Attachment: Planning Comm Minutes_02.27.23_FINAL (8339 : Planning Commission meeting minutes of February 27, 2023)

RESULT:	**APPROVED [7 TO 1]**
MOVER:	Martin Choren, Commissioner
SECONDER:	Rick Lemke, Commissioner
AYES:	Nerbun, Choren, Gentges, Hawley, Lemke, Parrish, J. Schaefer
NAYS:	R. Schaefer
ABSENT:	Stoker

b) Stantec Consulting Services, Inc. for Kellner Highland Property, LLC. The applicant is seeking fill permit approval for 2,835 C.Y. to allow for wetland fill to create three future building pads for the property located at 4550 W. Highland Road.

Asst. City Eng. McCraw stated that this is a request for fill permit approval greater than 1,000 C.Y. for three proposed home building pads for one property located at 4550 W. Highland Road. There are wetlands located at the proposed fill location, however the DNR has deemed them artificial wetlands, so the protections do not apply to this specific pocket of wetlands. He noted that because the proposed pads are all located on one lot, that this is pre-land division and the building pads do not determine exact geometry of a CSM that will be approved at a later date.

Public Feedback

Steve Schroeder – 13255 N. Green Bay Road – he is curious where the access point will be for the fill as well as where the driveway access will be for the proposed new homes. He also inquired about whether there will there be multiple homes built on this property.

Asst. City Eng. McCraw answered that not all the details have been provided as this is not a request for a land division but only for the fill approval. If warranted, a haul route will need to be reviewed and approved to mitigate travel on city streets.

The applicant stated that no haul route is requested as all the fill will come from on the site. The access for the three proposed homes will be from the existing private driveway. This is for future estate planning, and it is pre-land division for the 20-acre lot.

It was stated that the DNR gives the approval to fill wetlands, it is not approved by the city.

Action

Ald. Parrish made a motion to approve the fill permit per the conditions in the staff report and that a haul permit shall be required if the fill needs to be brought to the site.
Commissioner Becky Schaefer seconded the motion.
A voice vote was taken; vote passed (8-0)

Attachment: Planning Comm Minutes_02.27.23_FINAL (8339 : Planning Commission meeting minutes of February 27, 2023)

RESULT:	**APPROVED [8 TO 0]**
MOVER:	Brian Parrish, Alternate Alderman
SECONDER:	Rebecca Schaefer, Commissioner
AYES:	Nerbun, Choren, Gentges, Hawley, Lemke, Parrish, J. Schaefer, R. Schaefer
ABSENT:	Stoker

c) Ozaukee County Planning and Parks Department. The applicant is seeking fill permit approval to allow for 4,342 C.Y. for construction of stormwater treatment for Mee-Kwon Golf Course, in the area adjacent to the property located at 6333 W. Bonniwell Road.

Asst. City Eng. McCraw stated this is a request for a fill permit exceeding 1,000 C.Y. from Ozaukee County as part of a proposal for a series of small ponds at the Mee Kwon Golf Course related to water quality. He added that the requested tree removal has been confirmed by the City Forester. Staff recommends this request.

The Commission asked for additional explanation of the roadway confusion mentioned in the staff report. A plan was shown of the basins at the curve and staff is recommending signage at this location.

The applicant explained that this project is scheduled to commence in the spring and conclude at the end of the summer. They plan to include highly visual signage and stated they will consider using some boulders there as well.

Action
Commissioner Becky Schaefer made a motion to approve the requested fill request.
Commissioner Lemke seconded the motion.
A voice vote was taken; vote passed (8-0)

Commissioner Choren made a friendly amendment to require a visual or physical barrier as part of the approval.

The friendly approval was accepted and seconded as part of the motion.

RESULT:	**APPROVED WITH CONDITIONS [8 TO 0]**
MOVER:	Rick Lemke, Commissioner
SECONDER:	Rebecca Schaefer, Commissioner
AYES:	Nerbun, Choren, Gentges, Hawley, Lemke, Parrish, J. Schaefer, R. Schaefer
ABSENT:	Stoker

Attachment: Planning Comm Minutes_02.27.23_FINAL (8339 : Planning Commission meeting minutes of February 27, 2023)

d) City of Mequon. The applicant is seeking building plan approval to allow for a pavilion for the property located at 10103 W. Donges Bay Road (Lemke Park).

City Planner Laurie Miller stated that the City of Mequon is requesting approval for an 810 sq. ft. building at Lemke Park. The building will include a small, covered courtyard, concession area, storage area and restrooms. She explained that due to the Park zoning, only the building is required to be reviewed and approved by the Planning Commission but the other approvals such as lighting, landscaping and signage are to be reviewed and approved by the Park and Open Space Board.

A rendering of the proposed building was shown, and Planner Miller stated that it will be constructed adjacent to the existing pavilion. The façade will be a combination of natural stone and composite siding with a color palette that will match the existing pavilion. The new structure and existing pavilion will be covered with standing seam metal roofing to match each other. Steel doorways will be used throughout the structure except for the aluminum garage doors that open to the concession area. The building meets all setback requirements and staff supports the structure's compatibility to the existing structure and recommends approval.

City Forester Mike Gies answered that 90% of the funding has been obtained mainly from ARPA, as well as from the Park Impact fees and sales of purchased bricks ($50,000). The other funding is from private funding such as Boss Baseball, Cardinal football and United Soccer. He also answered that there will be a mound system and a well.

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

RESULT:	**APPROVED [8 TO 0]**
MOVER:	Rebecca Schaefer, Commissioner
SECONDER:	Rick Lemke, Commissioner
AYES:	Nerbun, Choren, Gentges, Hawley, Lemke, Parrish, J. Schaefer, R. Schaefer
ABSENT:	Stoker

e) Zimmerman Architectural Studios for Aurora Health Center. The applicant is seeking building and site plan amendment approval to allow for a one-story at approximately 2,700 sq. ft. addition to the existing building for the property located at 6425 W. Mequon Road.

City Planner Miller stated that the existing building and parking setbacks do not conform to the Town Center zoning standards and staff recommends tabling of this item. Staff will work with the applicant to revise the proposal.

Attachment: Planning Comm Minutes_02.27.23_FINAL (8339 : Planning Commission meeting minutes of February 27, 2023)

Action
Commissioner Choren made a motion to table the item.
Commissioner Gentges seconded the motion.
A voice vote was taken; vote passed (8-0)

RESULT:	**TABLED [8 TO 0]**
MOVER:	Martin Choren, Commissioner
SECONDER:	Dan Gentges, Commissioner
AYES:	Nerbun, Choren, Gentges, Hawley, Lemke, Parrish, J. Schaefer, R. Schaefer
ABSENT:	Stoker

f) Bonnilake Real Estate, LLC for Lifespace Communities. The applicant is seeking PUD amendment and concept plan approval to allow for additional carriage homes for the property located at 12500-12700 N. Port Washington Road (Newcastle Place).

Asst. Dir. Zader stated the original plan was approved in 2000 with several conditions for the PUD and how it needed to be built and a condition that it was to be completed within a 10-year period. In 2007 Phase 2 was approved with changes to the makeup and the count of the units which lowered the density and impacted the green space ratio. In 2010 that PUD expired under the code and today there are several changes requested for approval.

He explained there are two phases of the proposal:

- Phase I: This phase will be roughly 13 carriage homes with a few more scattered throughout the site to be constructed at a later date:
  - Requesting Open Space Ratio change from 77% to 60%.
  - Requesting removal of the condition that requires automatic Common Council CUG approval.

Staff is supportive of the requested changes but has added some additional requirements:
  - No specimen tree removal.
  - No building over 2 stories in height allowed.

Public Feedback

Patrick Rochford – 1407 W. River Forest Drive – he supports this proposal and believes New Castle Place is a wonderful neighbor. He appreciates the requirement for no removal of specimen trees, especially the large oak tree. He asked about proposed plans for the wood lot.

The Commission expressed support for the proposed additional carriage homes.

Asst. Dir. Zader answered a question regarding stormwater management from the Commission that this is only a concept plan but there is a proposed pond and retention areas for storm water management.

Attachment: Planning Comm Minutes_02.27.23_FINAL (8339 : Planning Commission meeting minutes of February 27, 2023)

The applicant, Fred Bersch, answered the Commission regarding specimen tree removal restrictions that they have added a stronger tree preservation requirement for this specific property due to the staff requirement that no specimen trees be removed. He explained that Phase I has no concerns for the proposed 13 carriage homes but future phases, specifically on the east side, have some tree concerns.

Action
Commissioner Becky Schaefer made a motion to approve per staff conditions.
Ald. Parrish seconded the motion.
A voice vote was taken; vote passed (8-0)

RESULT:	**APPROVED [8 TO 0]**
MOVER:	Rebecca Schaefer, Commissioner
SECONDER:	Brian Parrish, Alternate Alderman
AYES:	Nerbun, Choren, Gentges, Hawley, Lemke, Parrish, J. Schaefer, R. Schaefer
ABSENT:	Stoker

4) Policy

1) **ORDINANCE 2023-1646** - An Ordinance Amending Chapter 58, Section 58-640 of the Mequon Municipal Code, Redefining the Reimbursement Options for Sanitary Sewer Costs.

Dir. Eng. Lundeen stated that there is an existing ordinance that applies to any sanitary sewer utility cost associated with development. The ordinance states that to have any public funds attributed to the project, the project would have to be publicly bid by the City and only move forward for construction after the developer has posted 125% of the construction costs with the city. Although she has never had to exercise this clause since she has been with the city, there are two developments in quick succession which will warrant reimbursement from the city. She is proposing modified language that would offer the city the opportunity to leverage the private development cost efficiency with development to the benefit of the sewer utility. The proposed language would allow the developer to still follow the state bidding requirements but be able to leverage that private process, hopefully to the cost benefit of the utility. The existing language would not be removed, the proposed language would be added as another option. She added that if this is approved it would be recommended that the Water Utility Commission modify the water connection policy language but as it applies to the water utility.

Action
Commissioner Choren made a motion to include the proposed language.
Commissioner Becky Schaefer seconded the motion.
A voice vote was taken; vote passed (8-0)

Attachment: Planning Comm Minutes_02.27.23_FINAL (8339 : Planning Commission meeting minutes of February 27, 2023)

RESULT:	**APPROVED [8 TO 0]**
MOVER:	Martin Choren, Commissioner
SECONDER:	Becky Schaefer, Commissioner
AYES:	Nerbun, Choren, Gentges, Hawley, Lemke, Parrish, J. Schaefer R. Schaefer
ABSENT:	Stoker

2) An Ordinance Amending Chapter 58, Zoning Code, modifying Table 58-249 regarding setbacks and offsets in the R-2 zoning district.

Asst. Dir. Zader stated that this item came from a recent Board of Appeals case regarding solar panels and front yard setbacks and the question of why the R-2 zoning district is different from most of the other residential zoning districts.

The change would be to the front yard setback to match every other zoning district except R-1, which is 5-acre. The side yard setback will also be modified to 25-feet to match the R-1B zoning district.

He explained that many of the properties zoned R-2 are located along the lake and the river and this allows some of the smaller non-conforming parcels to take advantage of the formula of smaller setbacks.

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

RESULT:	**APPROVED [8 TO 0]**
MOVER:	Rebecca Schaefer, Commissioner
SECONDER:	Martin Choren, Commissioner
AYES:	Nerbun, Choren, Gentges, Hawley, Lemke, Parrish, J. Schaefer, R. Schaefer
ABSENT:	Stoker

3) An Ordinance Amending Chapter 58, Zoning Code, modifying Section 58-420 (4) regarding turf grass to account for no-mow May.

Asst. Dir. Zader stated this item came from the Public Welfare Committee recommending that the date be changed so that from January to June 1st there shall be no enforcement related to grass length.

The Code Enforcement Officer reported that there were no complaints related to grass length in May of 2022.

Attachment: Planning Comm Minutes_02.27.23_FINAL (8339 : Planning Commission meeting minutes of February 27, 2023)

Action
Commissioner Becky Schaefer made a motion to approve the change to the text amendment.
Commissioner Choren seconded the motion.
A voice vote was taken; vote passed (8-0)

RESULT:	**APPROVED [8 TO 0]**
MOVER:	Rebecca Schaefer, Commissioner
SECONDER:	Martin Choren, Commissioner
AYES:	Nerbun, Choren, Gentges, Hawley, Lemke, Parrish, J. Schaefer, R. Schaefer
ABSENT:	Stoker

4) An Ordinance Amending Chapter 58, Zoning Code, modifying sections 58-301 (9) and 58-302 (9) regarding Building and Site Plan requirements in the Town Center & Arrival Corridor zoning districts.

Asst. Dir. Zader stated that on February 14, 2023, the Common Council approved roughly $5M in funding for the remaining public improvements of the Town Center zoning area. The TIF is within 5 years of its closing date and no money is allowed to be spent after April 2023. He explained that going forward a condition was added for the building and site plan application for the Town Center and Arrival Corridor zoning districts that states that any public improvements that would be needed on a property would need to be done as part of their approval process (includes street trees, benches, on-street parking, etc.) as there is no longer funding for these public improvements. The language is somewhat vague as every street is different in terms of what is allowed at specific locations and staff will determine on a case-by-case basis what is required.

Action
Commissioner Choren made a motion to approve the text amendment.
Commissioner Gentges seconded the motion.
A voice vote was taken; vote passed (8-0)

RESULT:	**APPROVED [8 TO 0]**
MOVER:	Martin Choren, Commissioner
SECONDER:	Dan Gentges, Commissioner
AYES:	Nerbun, Choren, Gentges, Hawley, Lemke, Parrish, J. Schaefer, R. Schaefer
ABSENT:	Stoker

5) Approving the Ulao Creek Design Guide related to site design, architecture, signage and public amenities for the Ulao Creek neighborhood

Director Kim Tollefson stated that some of the Commissioners are familiar with the Ulao Creek neighborhood as they have served on the Policy Subcommittee. The entire neighborhood is 750

Attachment: Planning Comm Minutes_02.27.23_FINAL (8339 : Planning Commission meeting minutes of February 27, 2023)

acres, with about half of it in critical environmental areas, and four new zoning districts were created for this area. The new zoning districts were approved in January of 2022, and they referenced two items that are now being addressed:

1. The Linear Park: this will be a 10-mile looped linear park. The Parks and Open Space Committee adopted it into their Master Plan.

2. Design Guide: set of specific technical standards required in these zoning districts. Preservation of the rural character is the focused intent behind these guidelines to ensure it is maintained and enhanced as development happens. This includes building massing, open space features and public realm uniformity to guarantee the district is distinct from the commercial corridor south of Highland Road.

She explained that an Ad Hoc Policy Committee had been formed by former Mayor Wirth which was tasked with creating the Design Guide, which addresses such topics as signage, gateway features, and architecture items such as roof forms and building materials.

The Ad Hoc Policy Committee voted to approve the Design Guide on February 7, 2023, but the ultimate approval decision is up to the Planning Commission, this does not get passed to any other board or commission.

There are two maps in the Design Guide that are not yet completed:

1. Map of the linear park
2. Map of Ulao Creek neighborhood which shows all the context.

There was some discussion about how the Design Guide will be used by staff and developers. It was mentioned that changes, approved by the Planning Commission, can be made as needed. There was positive feedback from the Commission that they appreciate the work that went into the creation of this much needed and useful resource. Dir. Tollefson answered that the lighting fixture is still being evaluated to determine what modifications can be made due to some previously mentioned concerns about the illumination and output.

Ald. Parrish commented that he believes that water will be an ongoing issue for developers going forward. He would like to continue the conversation regarding the water policy.

Action
Commissioner Becky Schaefer made a motion to adopt the Design Guide.
Commissioner Gentges seconded the motion.
A voice vote was taken; vote passed (8-0)

6) Announcements

a) Gierach Accessory Structure Approval Conditions Status Update

Asst. City Eng. McCraw stated that there is a memo in the packet regarding two conditions from a previous approval on November 22, 2022. The conditions are exempt from agricultural

Attachment: Planning Comm Minutes_02.27.23_FINAL (8339 : Planning Commission meeting minutes of February 27, 2023)

properties.

The next meeting is Monday, March 20, 2023 at 6:00 p.m.

5) Adjourn

Action
Commissioner Choren made a motion to adjourn the meeting.
Commissioner Lemke seconded the motion.
A voice vote was taken; vote passed (8-0)

The meeting adjourned at 7:20 p.m.

Respectfully Submitted,

Jac Zader

Attachment: Planning Comm Minutes_02.27.23_FINAL (8339 : Planning Commission meeting minutes of February 27, 2023)

11333 N. Cedarburg Road
Mequon, WI 53092
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www.ci.mequon.wi.us Police and Fire Departments

PUBLIC SAFETY COMMITTEE
Tuesday, February 14, 2023
5:00 PM
Lower Conference Room

Minutes

1) Call to Order and Roll Call
   Present:
   Chair Kathleen Schneider
   Alderman Glenn Bushee
   Alderman Mark Gierl

   Also Present: City Attorney Sajdak, Fire Chief Bialk, Deputy Fire Chief Zellmann, Administrative Coordinator Bowen, and interested public.
2) Approve Meeting Minutes
   a. Public Safety Committee - Regular Meeting - Dec 13, 2022 5:00 PM

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

   AYES: Schneider, Bushee, Gierl
3) Discussion
   a. Burning Ordinance Discussion
   The Public Safety Committee discussed the burning ordinance related to a burning complaint which had been received. Deputy Fire Chief Zellmann advised that he had responded to the residence in question, found no signs of illegal burning, and confirmed the resident had a valid burn permit on file. The resident moved the burn pile further to the west and no complaints had been received afterwards. It was recommended that the complaint contact the Police Department if there are burning violations in the future.
4) Adjourn
   a. Motion to Adjourn
   Motion to adjourn the meeting at 5:18 PM.

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

Attachment: Public Safety minutes_2-14-23 (8295 : Public Safety Committee meeting minutes of February 14, 2023)

AYES:	Schneider, Bushee, Gierl

Respectfully Submitted,

Melina Bowen

Attachment: Public Safety minutes_2-14-23 (8295 : Public Safety Committee meeting minutes of February 14, 2023)

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www.ci.mequon.wi.us Office of the City Administrator

PUBLIC WELFARE COMMITTEE
Tuesday, February 14, 2023
5:15 PM
Lower Conference Room

Minutes

I) Call to Order

Present:
Chair Dale Mayr
Alderman Mark Gierl
Alderman Kathleen Schneider

Also Present: Assistant City Administrator Schoenemann, City Attorney Sajdak, and Executive Assistant Enea

II) Approval of Meeting Minutes

1. January Minutes

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

AYES:	Mayr, Gierl, Schneider

III) Ordinances

Action requested: review and recommend approval

1. **ORDINANCE 2023-1639** An Ordinance Amending Chapter 50 and Section 46-133 of the Mequon Municipal Code, Relating to Nuisances Within the City Including Noise

Alderman Mayr moved to amend the hours for when construction noise is not allowable from 9:00PM – 9:00AM Monday-Friday to 8:00PM - 7:00AM and for the weekends and holidays from 10:00PM – 8:00AM to 8:00PM – 8:00AM. Alderwoman Schneider seconded and the motion passed by Voice Acclamation.

RESULT: **Approved with Amendments [Unanimous]**
MOVED BY: Alderman Schneider
SECONDED BY: Alderman Gierl

Attachment: Public Welfare Minutes_02-14-23 (8320 : Public Welfare Committee meeting minutes of February 14, 2023)

AYES:	Mayr, Gierl, Schneider

2. An Ordinance Amending Section 10-26 of the Mequon Code of Ordinances Related to Residential Swimming Pools Standards

City Attorney Sajdak updated the Committee regarding the changes made to the Code that staff would like the Committee to consider now that the ordinance has been in place for a few months. The term public safety cover was modified. Some of the ordinance's original specifics were eliminated (i.e. weight that the cover needs to hold) because manufacturers would only certify to the standard weight, not to the weight that was previously set. Alderman Mayr requested to see the math behind it. City Attorney Sajdak said it is supposed to hold two adults and one child. The Committee asked the City Attorney to ask the Fire Chief what the weight of a fireman with equipment would be. Furthermore, the Committee discussed the alarm language. The ordinance will be brought back at the next meeting with the changes and the math behind the standard weight a safety cover can hold.

IV) Resolutions

Action requested: review and recommend approval

1. **RESOLUTION 4012** 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 Schneider
SECONDED BY: Alderman Gierl

AYES:	Mayr, Gierl, Schneider

2. **RESOLUTION 4011** A Resolution Designating Mequon, Wisconsin as a Bee City USA

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

AYES:	Mayr, Gierl, Schneider

V) Work Calendar

1. Grass Length
2. Recreational Vehicle Length Extension
3. City Cell Phone Usage
4. Community Survey
5. Building Code Ordinance

VI) Adjourn

Alderman Gierl moved to adjourn at 5:57 PM and Alderwoman Schneider seconded.

Attachment: Public Welfare Minutes_02-14-23 (8320 : Public Welfare Committee meeting minutes of February 14, 2023)

Respectfully Submitted,
Carrie Enea
Executive Assistant

Attachment: Public Welfare Minutes_02-14-23 (8320 : Public Welfare Committee meeting minutes of February 14, 2023)

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Public Works Department

PUBLIC WORKS COMMITTEE
Tuesday, February 14, 2023
6:00 PM
South Conference Room

Minutes

1) Call to Order, Roll Call

Chair Hansher called the meeting to order at 6:00 PM

Present:
Chair Jeffrey Hansher
Alderman William Gebhardt
Alderman Dale Mayr

Also present: City Attorney Brian Sajdak (6:00-6:07PM), Alderman Brian Parrish (6:02-6:12PM), Director of Public Works/City Engineer Kristen Lundeen, Assistant City Engineer Cole McCraw, Deputy Director of Public Works Tim Weyker, Engineering Technician Jeremy Dandy, Budlings Superintendent Justin Bodoh and Administrative Assistant Schlereth.

2) Approval of Minutes

a. December 13, 2022, Minutes

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

AYES: Hansher, Gebhardt, Mayr

3) Discussion and Possible Action

a. **RESOLUTION 4018** A Resolution Rejecting a Bid for the City Hall Roof Replacement Project from Noffke Roofing of Mequon, Wisconsin, Due to a Bidder's Error.

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

Attachment: Public Works minutes_2-14-23 (8337 : Public Works Committee meeting minutes of February 14, 2023)

AYES:	Hansher, Gebhardt, Mayr

b. **RESOLUTION 4019** A Resolution Awarding the 2023 City Hall Roof Replacement Contract to Alois Roofing and Sheet Metal, of West Allis, Wisconsin, in an Amount Not-to-Exceed $335,995

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

AYES:	Hansher, Gebhardt, Mayr

c. **RESOLUTION 4020** A Resolution Authorizing Supplemental Inspection Services in Excess of $25,000 During the 2023 Construction Season with the Following Engineering Firms: GRAEF, Kapur & Associates, R.A. Smith, Ruekert-Mielke and SEH

Staff clarified each vendor has an excess of $25,000 that will be paid by the developer.

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

AYES:	Hansher, Gebhardt, Mayr

d. **RESOLUTION 4016** A Resolution Amending the Template Memorandum of Understanding for Private Water Trusts Operating in the Public Right-of-Way, to Reference the City's Standard Specifications for Land Development

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

AYES:	Hansher, Gebhardt, Mayr

e. 2023 Road Program Items Overview

f. 2022 Road Improvements Contract Summary

g. 2023 Road Maintenance - Funding

h. **RESOLUTION 4017** A Resolution Authorizing Installation of Widened Paved Shoulders Along Highland Road from Wauwatosa Road to the Railroad Crossing West of Cedarburg Road

Discussion ensued considering cost and safety of the Highland Road widening. Clarification was made that the project is part of the Joint Mequon - Thiensville Bike and Pedestrian Way 20-year plan.

Attachment: Public Works minutes_2-14-23 (8337 : Public Works Committee meeting minutes of February 14, 2023)

Staff advised that the decision would be to either widen the road to accommodate a larger shoulder for bike travel or construct an off-road path, not both. It was also noted the if the Commission decided to widen the road, it would not be done as part of this year's road program due to additional engineering needed for this project.

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

AYES:	Hansher, Gebhardt, Mayr

i. 2023 Annual Road Program

j. 2023 Work Plan (2.14.23)

4) Adjourn

a. Motion to Adjourn at 6:26 PM

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

AYES:	Hansher, Gebhardt, Mayr

Respectfully Submitted,

Ren Schlereth
Administrative Secretary

Attachment: Public Works minutes_2-14-23 (8337 : Public Works Committee meeting minutes of February 14, 2023)

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Public Works/Engineering
Taped and Televised

SEWER UTILITY DISTRICT COMMISSION
Tuesday, January 10, 2023
7:30 PM
Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Commissioner Nerbun called the meeting to order at 7:40 PM

Present:
Commissioner Andrew Nerbun
Commissioner Glenn Bushee
Commissioner Mark Gierl
Commissioner Jeffrey Hansher
Commissioner Dale Mayr
Commissioner Brian Parrish
Commissioner Kathleen Schneider
Commissioner Robert Strzelczyk
Vacant Seat -- **Excused**

Also present: City Administrator Jones, Assistant City Administrator Schoenemann, City Attorney Sajdak, City Clerk Fochs, Community Development Director Tollefson, Finance Director Engroff, Director of Public Works/City Engineering Lundeen, Deputy Director of Utilities Driscoll, Police Chief Pryor, Fire Chief Bialk, Administrative Assistant Schlereth, Press and interested public.

2) Approval of Meeting Minutes

a. December 13, 2022 Minutes

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

Attachment: Sewer Utility minutes_01-10-23 (8336 : Sewer Utility District Commission meeting minutes of January 10, 2023)

AYES:	Nerbun, Bushee, Gierl, Hansher, Mayr, Parrish, Schneider, Strzelczyk
DEEMED NO:	Seat

3) Resolutions

Action requested: review and recommend approval

a. **RESOLUTION 4009** A Resolution Approving the Purchase of Two Portable Back-Up Pumps and Appurtenances from Wisconsin Pump Works of Green Bay, Wisconsin, in the Amount of $149,319

Discussion ensued regarding the presented cost savings with a manual portable pumping system compared to the previously rejected back up automatic pumping system.

4) Adjourn

a. Motion to Adjourn at 7:44 PM

RESULT:	**Approved by Voice Acclamation [Unanimous]**
MOVED BY:	Commissioner Strzelczyk
SECONDED BY:	Commissioner Schneider

AYES:	Nerbun, Bushee, Gierl, Hansher, Mayr, Parrish, Schneider, Strzelczyk
DEEMED NO:	Seat

Respectfully Submitted,

Ren Schlereth
Administrative Assistant

Attachment: Sewer Utility minutes_01-10-23 (8336 : Sewer Utility District Commission meeting minutes of January 10, 2023)

11333 N. Cedarburg Road
Mequon, WI 53092
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TREE BOARD
Friday, February 17, 2023
4:30 PM
North Conference Room

Minutes

1) Call to Order, Roll Call
Present:
Chair Carol Bangs
Vice Chair Cheryl Brickman
Board Member Ann Dredge
Board Member Nancy Szatkowski
Alderman Robert Strzelczyk -- **Absent**
Also present were Park and Forestry Superintendent Gies and Forester Herlache.
2) Approval of Meeting Minutes
   a. 8/19/2020 & 1/25/2023 Minutes

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Board Member Brickman
SECONDED BY: Board Member Szatkowski

AYES: Bangs, Brickman, Dredge, Szatkowski
ABSENT: Strzelczyk

3) Discussion Items
   a. The Greens Street Tree Approval

Proposed Species	Number of Trees	Percentage %	Approval
Harvest Gold Linden	2	5%	Approved
Exclamation London Planetree	2	5%	Approved
Espresso Kentucky Coffee Tree	2	5%	Approved
New Horizon Elm	2	5%	Approved
Northern Catalpa	1→ 0	2.5% → 0%	Replace with (1) Common Hackberry
State Street Maple	2	5%	Approved

Attachment: Tree Brd minutes_02-17-23 (8340 : Tree Board meeting minutes of February 17, 2023)

American Sentry Linden	3	7.5%	Approved
Mystic Vision Buckeye	1	2.5%	Approved
Bur Oak	1	2.5%	Approved
Hackberry	1→ 2	2.5% → 5% due to amendment	Approved
Schuetti Oak	1	2.5%	Approved
*Norway Spruce	4	10%	Approved
*Homestead Buckeye	3	7.5%	Approved
*Eastern White Pine	1	2.5%	Approved
*Star Power Juniper	10	25%	Approved
# Golden Glory Dogwood	3	7.5%	Approved
# Seven Son Flower	1	2.5%	Approved
	Total: 40		

RESULT: **Approved as Amended [Unanimous]**
MOVED BY: Board Member Dredge
SECONDED BY: Board Member Brickman

AYES: Bangs, Brickman, Dredge, Szatkowski
ABSENT: Strzelczyk

4) Adjourn
   a. Motion to Adjourn at 7:07 PM

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Board Member Brickman
SECONDED BY: Board Member Bangs

AYES: Bangs, Brickman, Dredge, Szatkowski
ABSENT: Strzelczyk

Respectfully Submitted,

Ren Schlereth
Administrative Secretary

Attachment: Tree Brd minutes_02-17-23 (8340 : Tree Board meeting minutes of February 17, 2023)

	A	B	C	D	E	F	G	I	J	K	L
1				CODE ENFORCEMENT SUMMARY APRIL 1, 2023							
2											
3	0										
4	DIST.	PARCEL #	ADDRESS	OWNER	VIOLATION TYPE/COMPLAINT	OTC ISSUED	REQUIREMENT DATE	COURT DATE	COMMENTS (See key Column)	ACTIVE YES/NO	KEY
5	8	15105050400D	10849 N PEBBLE LANE	ABBAS OR FATIMA ALI	YARD WASTE LEAVES AND BRANCHES	1/21/2022	6/1/2022		1	NO	1 COMPLIANCE ACHIEVED
6	4	14034150010D	6110-6112 W COUNTY LINE ROAD	JEFFERY KRETZ	PARKING	12/1/2021	12/15/2021		#5 CITATION 1,2	NO	2 COMPLIANCE DATE NOT MET
7	1	14030606050D	12323 W MEQUON ROAD	JONATHON SCHOTTE	PARKING	10/21/2021	11/4/2021		1	NO	3 WAITING ON REPLY
8	3	14022100960D	11512 N WAUWATOSA ROAD	RICK OR PATRICIA FREYMUTH	TEMPORARY STRUCTURE	10/22/2021	11/5/2021		1	NO	4 EXTENSION GRANTED
9	4	EXEMPT	11030 N BUNTROCK AVENUE	WILSON SCHOOL	ELECTRONIC MESSAGE SIGN ILLUMINATION	12/8/2021	12/17/2021		1	NO	5 ISSUED TO CITY ATTORNEY OFFICE
10	1	14155001000D	13760 N BONNIWELL COURT	GALINA OR MISHA SHEPSHELEVICH	PARKING	ONGOING	ONGOING	NOT SET	#5, CIRCUIT COURT	YES	6 SCHEDULED COURT DATE
11	3	RENTAL	6200 W MEQUON ROAD	ST PAUL'S FISH	BANNER/SIGNS	11/17/2021	11/20/2021		1	NO	7 COURT RULING
12	2	14082064800D	2916 W SHOLES DRIVE	DAVID OR ELIZABETH SANDE	HOME BUSINESS	11/22/2021	12/5/2021		1	NO	8 PRETRIAL DATE
13	1	14155001100D	13702 N BONNIWELL COURT	MICHAEL OR SHELLEY OLSON	PARKING	11/22/2021	11/5/2021		1	NO	9 TRIAL DATE
14	4	14027010100D	10910 INDUSTRIAL DRIVE	SUPER STEEL LLC	BANNER/SIGNS	11/17/2021	11/20/2021		1	NO	10 FINAL RULING
15	8	RENTAL	10042 N PORT WASHINGTON ROAD	NEARLY NEW CONSIGNMENT SHOP	BANNER	11/17/2021	11/20/2021		1	NO	11 ALTERNATE PROCEDURE
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	14034050010D	6809 W DONGES BAY ROAD	MEQUON LAWN AND GARDEN	BANNER	11/17/2021	11/20/2021		1	NO	
19	6	15019130160D	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	15020100180D	11522 N PORT WASHINGTON ROAD	SHELL GAS STATION	BANNER	11/17/2021	11/20/2021		1	NO	
22	6	RENTAL	10945 N PORT WASHINGTON ROAD	SPINE PAIN DIAGNOSTICS ASSOCIATES SUITE 101	BANNER	11/17/2021	11/20/2021		1	NO	
23	8	RENTAL	10930 N PORT WASHINGTON ROAD	SENDIK'S	BANNER	11/17/2021	11/20/2021		1	NO	
24	6	RENTAL	10945 N PORT WASHINGTON ROAD	WISCONSIN RADIOLOGY SPECIALISTS	BANNER	11/17/2021	11/20/2021		1	NO	
25	8	RENTAL	10984 N PORT WASHINGTON ROAD	MARSHALLS	BANNER/SIGNS	11/17/2021	11/20/2021		1	NO	
26	8	RENTAL	10526 N PORT WASHINGTON ROAD	DERIAH BOUTIQUE	BANNER	11/17/2021	11/20/2021		1	NO	
27	6	RENTAL	10501 N PORT WASHINGTON ROAD	ALLSTATE INSURANCE	FLAG	11/17/2021	11/20/2021		1	NO	
28	8	RENTAL	10916 N PORT WASHINGTON ROAD	ELITE NUTRITION	BANNER	11/17/2021	11/20/2021		1	NO	
29	6	RENTAL	11649 N PORT WASHINGTON ROAD	MEQUON SMILE DESIGN	BANNER	11/17/2021	11/20/2021		1	NO	
30	6	RENTAL	11042 N PORT WASHINGTON ROAD	X GOLF MEQUON	FLAG	11/17/2021	11/20/2021		1	NO	
31	8	15029060020D	11150 N PORT WASHINGTON ROAD	CULVER'S	BANNER/SIGN	11/17/2021	11/20/2021		1	NO	
32	4	14027020160D	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	14050061200D	5616 W DONGES BAY ROAD	LIBBY MONTANA	BANNER	11/17/2021	11/20/2021		1	NO	
37	6	15030060050C	2835 W MEQUON ROAD	THE RANGE LINE INN	BANNER/SIGN	11/17/2021	11/20/2021		1	NO	
38	6	15153000100D	1505 W MEQUON ROAD	EAST TOWNE SQUARE MALL	FLAG	11/17/2021	11/20/2021		1	NO	
39	6	RENTAL	1399 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	14050093002C	10360 N CEDARBURG ROAD	KWIK TRIP	TRASH/LITTER	12/23/2021	12/27/2021	4/6/2022	#5, CITATION 1,2,3	NO	
49	4	14050093002	10360 N CEDARBURG ROAD	KWIK TRIP	BANNER/FLAGS	11/17/2021	11/20/2021	3/2/2022	#5, CITATION 1,2,	NO	
50	8	15029110050D	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	14084010700	9712 N MEQUON PLACE	TOUA YANG	PARKING	10/25/2021	11/5/2021	4/6/2022	#5 CITATIONS 1, 2,3,4, 5	YES	
52	7	14025060600	11050 N RIVER ROAD	ROBERT STERN	OUTSIDE STORAGE	11/17/2021	11/24/2021		#5 CITATION 1	NO	
53	4	14050120400D	10056 N CEDARBURG ROAD	WILLIAM/ WISTH	OUTSIDE STORAGE	ONGOING	ONGOING	NOT SET	#5 CIRCUIT COURT	YES	
54	3	14087080500D	11715 N SILVER AVENUE	LUESS	PARKING	ONGOING	ONGOING	NOT SET	#5 CIRCUIT COURT	YES	
55	6	15100020300D	12539 N ISLAND DRIVE	WILLIAM/ WISTH	OUTSIDE STORAGE	ONGOING	ONGOING	NOT SET	#5 CIRCUIT COURT	YES	
56	8	15107041200D	819 W SIERRA LANE	VANN FAMILY TRUST	OUTSIDE STORAGE	2/25/2022	3/11/2022		1	NO	
57	8	15107041200D	819 W SIERRA LANE	VANN FAMILY TRUST	PARKING	2/25/2022	3/11/2022		1	NO	
58	2	14024120100D	11249 N RIVERLAND ROAD	PAUL FREDERICK	OUTSIDE STORAGE	2/25/2022	3/11/2022		#5 CITATION 1	NO	
59	2	14024120100D	11249 N RIVERLAND ROAD	PAUL FREDERICK	PARKING	2/25/2022	3/11/2022		1	NO	
60	1	14012120030D	3500 W HIGHLAND ROAD	THOMAS LEMENS	OUTSIDE STORAGE	2/25/2022	3/11/2022		1	NO	
61	1	14012120030D	3500 W HIGHLAND ROAD	THOMAS LEMENS	PARKING	2/25/2022	3/11/2022		1	NO	

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	A	B	C	D	E	F	G	I	J	K	L
62	1	1401915002000	11208-11210 W MEQUON ROAD	JORDON OR KRISTY LARSON	PARKING	2/25/2022	3/11/2022		1	NO	
63	1	1401915002000	11206-11210 W MEQUON ROAD	JORDON OR KRISTY LARSON	OUTSIDE STORAGE	2/25/2022	3/11/2022		1	NO	
64	1	1401915002000	11206-11210 W MEQUON ROAD	JORDON OR KRISTY LARSON	OUTSIDE MAINTANCE	2/25/2022	5/30/2022		1	NO	
65	2	1409506070000	3033 W RENEE COURT	IGOR OR MARGARITA LETKIN	PARKING	3/8/2022	3/31/2022		1	NO	
66	6	1503908004000	10841 N ORIOLE LANE	NICHOLAS OR LAURA MEYER	OUTSIDE STORAGE	3/14/2022	3/31/2022		1	NO	
67	6	1503908004000	10841 N ORIOLE LANE	NICHOLAS OR LAURA MEYER	GENERAL MAINTENANCE	3/14/2022	5/30/2022		1	NO	
68	6	1409506070000	2030 W SUNNYDALE LANE	DIANNE MCCLELLAN	PARKING	3/14/2022	3/31/2022		1	NO	
69	6	1409506070000	2030 W SUNNYDALE LANE	DIANNE MCCLELLAN	OUTSIDE STORAGE	3/14/2022	3/31/2022		1	NO	
70	4	1402712004000	6926 W DONGES BAY ROAD	GO RITEWAY	PARKING	3/17/2022	3/21/2022		1	NO	
71	4	1402712004000	6926 W DONGES BAY ROAD	GO RITEWAY	ADVERTISING FLAG	3/17/2022	3/21/2022		1	NO	
72	4	1408402005000	9612 W MEQUON PLACE	LEWIS OR JEAN BIRKEL	OUTSIDE MAINTENANCE	3/23/2022	6/1/2022		1	NO	
73	7	1509500000002	3100 W COUNTRY CLUB DRIVE	NORTH SHORE COUNTRY CLUB	LANDSCAPING	3/23/2022	6/1/2022		1	NO	
74	4	1405007090001	1863/461 N 1/2 LOT 9 BLK 7 CEDARBURG ROAD	WILLIAM CONLEY	MAINTENANCE	3/24/2022	7/1/2022		1	NO	
75	4	1402709012000	10541-10601 N COMMERCE STREET	MEGAL DEVELOPMENT CORPORATION	BUSINESS OCCUPANCY PERMIT	3/31/2022	4/8/2022		1	NO	
76	2	1402407012000	11630 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	1502007011000	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		#5 CITATION 1,2	NO	
80	3	1408602070000	11345 N SOLAR AVE	JEFFREY MCCLONE	PARKING	4/21/2022	4/28/2022		1	NO	
81	3	1408924020000	11425 N VEGA AVE	DENNIS HERRERA	PARKING	4/21/2022	4/28/2022		1	NO	
82	3	1402101010000	11932 N VEGA AVE	JOHN OR STACEY MURRAY	PARKING	4/21/2022	4/28/2022		1	NO	
83	3	1412200040000	11912 N SOLAR AVE	JAMES MCNICHOL	PARKING	4/21/2022	4/28/2022		#5 CITATION 1,2	NO	
84	3	1408707080000	11625 N VEGA AVE	ROBERT MACKIEWICZ	PARKING	4/21/2022	4/28/2022		1	NO	
85	3	1408814020000	8509 W POPLAR DR	WILLIAM BLATZ	PARKING	4/21/2022	4/28/2022		1	NO	
86	4	1408405090000	4808 W HIAWATHA DR	PAUL SCHUMACHER	HOOP HOUSE	4/21/2022	5/5/2022		1	NO	
87	2	1411600100000	12335 N WOODFIELD CT	JEFFREY OR SUSAN POMERANTZ	OUTSIDE STORAGE	4/22/2022	4/29/2022		1	NO	
88	3	1405001020002	6714 W MEQUON ROAD	MICHAEL OR TRACY LALONDE	OUTSIDE STORAGE	4/28/2022	5/13/2022		#5 CITATION 1,2	NO	
89	7	1505602085000	1425 W ZEDLER LANE	BRADFORD FIGG	GARBAGE	5/10/2022	5/13/2022		#5 CITATION 1	NO	
90	2	1411600100000	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	5/24/2022		1	NO	
92	5	EXEMPT	13800 N PORT WASHINGTON ROAD	UNITARIAN CHURCH	BANNER/FLAG	5/17/2022	5/23/2022		1	NO	
93	3	RENTAL	6006 W MEQUON ROAD	SPUR 16	BANNER/FLAG	5/17/2022	5/23/2022		1	NO	
94	8	RENTAL	10900 N PORT WASHINGTON ROAD	THE FEED BAG	BANNER	5/17/2022	5/23/1955		1	NO	
95	2	EXEMPT	3906 W MEQUON ROAD	ST BONIFACE CHURCH	BANNER	5/17/2022	5/21/2022		1	NO	
96	5	1510012140000	1630 W DOROTHY PLACE	DAVID OR SHELLY HAUGH	OUTSIDE MAINTENANCE	5/25/2022	6/18/2022		1	NO	
97	5	1510012140000	1630 W DOROTHY PLACE	DAVID OR SHELLY HAUGH	OUTSIDE STORAGE	5/25/2022	7/1/2022		1	NO	
98	3	1408705040001	11733 N WAUWATOSA ROAD	DELORES FILLAFER	OUTSIDE STORAGE	5/25/2022	6/15/2022		1	NO	
99	3	1408705040001	11733 N WAUWATOSA ROAD	DELORES FILLAFER	OUTSIDE MAINTENANCE	6/7/2022	7/5/2022		1	NO	
100	4	1408941600200	BAEHR AND COUNTY LINE/ NO ADDRESS	BILL FINE/COUNTY LINE HOLDINGS	PARKING	6/13/2022	6/29/2022		#5 CITATION 1,2	YES	
101	6	1505706020000	1424 W ZEDLER LANE	ROSEMARY KOLLER	GRASS	6/15/2022	6/22/2022		1	NO	
102	8	1510704120000	819 SIERRA LANE	VANN FAMILY TRUST	GRASS	6/15/2022	6/22/2022		1	NO	
103	7	1411510000500	9853 N RANGE LINE ROAD	CYNTHIS COAKLEY	OUTSIDE STORAGE	6/15/2022	6/29/2022		1	NO	
104	5	1510302114001	12707 N EAST SHORELAND DRIVE	GARMAN LIVING TRUST	PARKING	6/15/2022	6/29/2022		1	NO	
105	5	1510302114001	12731 N EAST SHORELAND DRIVE	TED RUEHL	OUTSIDE STORAGE	6/15/2022	6/29/2022		1	NO	
106	4	1408402020000	10811 N SHERWOOD DRIVE	CHARLES CONRAD	YARD WASTE BRANCHES	6/21/2022	6/28/2022		1	NO	
107	8	1510704120000	819 W SIERRA LANE	VANN FAMILY TRUST	TRASH/LITTER	6/21/2022	6/28/2022		1	NO	
108	6	1507104110000	11604 N HILLSIDE LANE	MICHAEL GMIREK OR SUZANNE PEPLINSKI	TURF/ GRASS	6/21/2022	6/28/2022		1	NO	
109	6	1507104050000	11493 N COUNTRY LANE	WILLIAM GENSRICK	TEMPORARY STRUCTURE	6/21/2022	6/28/2022		1	NO	
110	6	1507104050000	11435 N COUNTRY LANE	WILLIAM GENSRICK	PARKING	6/21/2022	6/28/2022		1	NO	
111	6	1506301080000	11320 N VALLEY DRIVE	JONATHAN SCHULTZ	PARKING	6/21/2022	6/28/2022		1	NO	
112	7	1407002083000	9327 BURGANDY COURT	LYNN VORBECK	PARKING	6/21/2022	6/28/2022		1	NO	
113	6	1509907010000	12345 N EAST SHORELAND DRIVE	ANDREW OR WENDY PETZOLD	OUTSIDE MAINTENANCE	6/23/2022	7/29/2022		EXTENSION RAZE	YES	
114	6	1509907010000	12345 N EAST SHORELAND DRIVE	ANDREW OR WENDY PETZOLD	TURF GRASS	6/23/2022	7/14/2022		1	NO	
115	5	1500606901900	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	1500615009900	1908 W BONNIWELL ROAD	RAVI NARAYAN OR SOWMYA SUBRAMANIAN	POOL FENCE	8/11/2021	8/26/2022		1	NO	
117	2	1509111001000	2517 W CHESTNUT ROAD	TAOFIKI OR KERRY ALABI	PARKING	7/15/2022	7/22/2022		1	NO	
118	4	1405013050007	9807 N CEDARBURG ROAD	RYAN OR KATHERINE KAUTZER	TURF GRASS	7/15/2022	7/22/2022		1	NO	11633
119	6	XXXXXXXXXX	NORTH SHORE ESTATES	DEBRA NEWELL PRESIDENT	OUTSIDE STORAGE	7/14/2022	8/5/2022		#5 CITATION 1,2	NO	
120	3	1412010051000	10879 N WILDCAT WAY	AMBER SCHROEDER	FENCE	5/16/2022	5/27/2022		1	YES	
121	3	1408602050000	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	

1 COMPLIANCE ACHIEVED
2 COMPLIANCE DATE NOT MET
3 WAITING ON REPLY
4 EXTENSION GRANTED
5 ISSUED TO CITY ATTORNEY OFFICE
6 SCHEDULED COURT DATE
7 COURT RULING
8 PRETRIAL DATE
9 FINAL DATE
10 FINAL RULING
11 ALTERNATE PROCEDURE

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	A	B	C	D	E	F	G	I	J	K	L
123	1	XXXXXXXXXX	HIGHLANDS LOT 8	KINGS WAY HOMES	OUTSIDE MAINTENANCE	7/22/2022	7/29/2022		1	NO	
124	4	14027020301500	6835 W MEQUON ROAD	RESERVE FRONT LOT	LANDSCAPING	7/22/2022	8/16/2022		1	NO	
125	4	14027020200200	6729 W MEQUON ROAD	STORYPOINT SENIOR LIVING	SIGNS	7/22/2022	8/19/2022		1	NO	
126	7	15085000000002	3100 W COUNTRY CLUB DRIVE	NORTH SHORE COUNTRY CLUB	LANDSCAPING	7/22/2022	10/5/2022		1	NO	
127	8	XXXXXXXXXX	10930 N PORT WASHINGTON ROAD	MEQUON PAVILIONS	FLAGS	7/22/2022	7/29/2022		1	NO	
128	2	14092210001	3015 W SHOLES DRIVE	THOMAS OR CAPITOLA BACHER	2 SHEDS	8/11/2022	9/11/2022		1	NO	
129	5	15112020300	13837 N LAKE SHORE DRIVE	GREGORY OR NICOLE PATERSON	OUTDOOR STORAGE	8/11/2022	8/26/2022		EXTENSION	YES	
130	6	15030802300	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	1505 W MEQUON ROAD	EAST TOWNE SQUARE MALL	FLAGS	8/19/2022	8/25/2022		1	NO	
133	6	RENTAL	1505 W MEQUON ROAD	FAYE'S MEQUON	FLAGS	8/19/2022	8/25/2022		1	NO	
134	6	RENTAL	1606 W MEQUON ROAD	THE LEMON TREE	FLAGS	8/19/2022	8/25/2022		1	NO	
135	6	RENTAL	1615 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	1500 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	14027160120	10433 N BAEHR ROAD	NORTH SHORE DANCE	SIGNS	7/7/2022	7/29/2022		#5 CITATION 1	NO	
141	1	14144002201	7421 RIDGEVIEW DRIVE	YOUSSEF BERRADA	PLUMBING PERMIT	8/24/2022	9/7/2022		EXTENSION	YES	
142	1	14144002201	7421 RIDGEVIEW DRIVE	YOUSSEF BERRADA	ELECTRIC PERMIT	8/24/2022	9/7/2022		EXTENSION	YES	
143	1	14144002201	7421 RIDGEVIEW DRIVE	YOUSSEF BERRADA	BUILDING PERMIT	8/24/2022	9/7/2022		EXTENSION	YES	
144	1	14144002201	7421 RIDGEVIEW DRIVE	YOUSSEF BERRADA	FILL PERMIT	8/24/2022	9/1/2022		EXTENSION	YES	
145	1	14144002201	7421 RIDGEVIEW DRIVE	YOUSSEF BERRADA	SURVEY	8/24/2022	9/7/2022		EXTENSION	YES	
146	7	15050011600	1828 W FIESTA LANE	CHARLES MAYER	GRASS	9/8/2022	9/8/2022		1	NO	
147	7	14070014500	3631 W LEGRANDE BLVD	WILLIAM GRUBER	HOME BUSINESS	9/6/2022	9/16/2022		1	NO	
148	4	RENTAL	10601 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	15101016001	12656 N SHORELAND PARKWAY	NANCY TOLOCKO	DECK	9/13/2022	12/14/2022		BOARD OF APPEALS	YES	
151	5	15097009200	12648 N RIVER FOREST CIRCLE	JOHN OR JULIE HENNINGS	PARKING	9/13/2022	9/23/2022		1	NO	
152	5	15097009300	12648 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	YES	
155	6	15019040400	11743 N PORT WASHINGTON ROAD LOT 1	SHELY 2012 IRREVOCABLE TRUST	GRASS	9/22/2022	10/7/2022		1	NO	
156	6	15019040500	11743 N PORT WASHINGTON ROAD LOT 2	SHELY 2012 IRREVOCABLE TRUST	GRASS	9/22/2022	10/7/2022		1	NO	
157	6	15019040600	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	YES	
159	8	15074012000	317 E CIRCLE ROAD	JEFFREY OR JENNIFER PARUSKI	PARKING	9/29/2022	10/13/2022		#5 CITATION 1	NO	
160	4	14084036000	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	15030606300	2505 W MEQUON ROAD	NORTH SHORE DENTAL	BANNER	10/6/2022	10/13/2022		1	NO	
169	3	RENTAL	7605 W MEQUON ROAD	HOMESTEAD FAMILY DENTISTRY	BANNER	10/6/2022	10/13/2022		1	NO	
170	6	15071040500	11483 N COUNTRY LANE	WILLIAM OR CAROL GENSRICK	OUTSIDE STORAGE	10/6/2022	10/27/2022		1	NO	
171	6	15071040530	11433 N COUNTRY LANE	WILLIAM OR CAROL GENSRICK	OUTSIDE MAINTENANCE	10/6/2022	11/10/2022		1	NO	
172	6	15091010100	10955 N PORT WASHINGTON ROAD	CLARK GAS STATION	OUTSIDE MAINTENANCE	10/12/2022	11/12/2022		#5 CITATION 1	YES	
173	1	14020060700	10505 W FREISTADT ROAD	HERMAN OR SANDRA STERN	PARKING	10/19/2022	11/14/2022		1	NO	
174	1	14017110100	10516 W FREISTADT ROAD	JENNIFER JOHNSON OR JOSHUA COMFORT	PARKING	10/19/2022	11/14/2022		1	NO	
175	4	14050040000	11155 N CEDARBURG ROAD	MEQUON AUTO TECH	WATER TO FACILITY	10/19/2022	11/25/2022		#5 CITATION 1	YES	
176	5	15017080500	12531 N LAKESHORE DRIVE	STEVEN OR KIMBERLY BROWN	SHED PERMIT	10/19/2022	11/4/2022		EXTENSION	YES	
177	4	14027160120	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	15092020100	11404 N PINEHURST CIRCLE	US BANK	GRASS	10/27/2022	11/4/2022		EXTENSION	YES	
180	5	15092020100	11404 N PINEHURST CIRCLE	US BANK	OUTSIDE MAINTENANCE	10/27/2022	11/27/2022		EXTENSION	YES	
181	8	15107011202	1027 W DONGES BAY	MARY JOHNSON	OUTSIDE MAINTENANCE	10/27/2022	11/27/2022		EXTENSION	YES	
182	6	15126010500	10451 N STRATFORD PLACE	STEFAN OR SARAH GENDELMAN	BUILDING PERMIT	10/28/2022	11/21/2022		EXTENSION	YES	
183	5	15120001700	11633 N LAKE SHORE DRIVE	BARBARA PFAFF	OUTSIDE MAINTENANCE	1/19/2022	5/30/2022		# 5 CITATION 1	YES	

Attachment: Zoning enforcement summary thru 04-01-23 (8321 : Zoning Enforcement and Site Compliance Report Through April 4, 2023)

	A	B	C	D	E	F	G	I	J	K	L
184	5	15120001700	11633 N LAKESHORE DRIVE	BARBARA PFAFF	OUTSIDE STORAGE	1/19/2022	2/9/2022		#5 CITATION 1	YES	
185	1	14003090200	14015 N CEDARBURG ROAD	WHITE RABBIT RESTAURANT	MONUMENT SIGNS	11/9/2022	11/23/2022		1	NO	
186	6	15019150200	1400 W MEQUON ROAD	CONCORD 37 LLC	OUTSIDE MAINTENANCE	11/10/2022	12/2/2022		EXTENSION	YES	
187	6	15019150300	1350 W MEQUON ROAD	CONCORD 37 LLC	OUTSIDE MAINTENANCE	11/10/2022	12/2/2022		EXTENSION	YES	
188	8	15092070200	10000 N PORT WASHINGTON ROAD	PARK AVENUE PLAZA OF MEQUON	OUTSIDE MAINTENANCE	11/10/2022	12/2/2022		EXTENSION	YES	
189	6	15185001000	1511 MARKET STREET	LAKESIDE DEVELOPMENT COMPANY	OUTSIDE MAINTENANCE	11/10/2022	12/2/2022		EXTENSION	YES	
190	5	15020110100	11300 N PORT WASHINGTON ROAD	(PNS) SCHMIDT MEQUON LLC	OUTSIDE MAINTENANCE	11/15/2022	12/15/2022		EXTENSION	YES	
191	7	14050140300	10015 N RIVER ROAD	JEFF OR BETH ASTEMBORSKI	OUTSIDE STORAGE	11/17/2022	12/2/2022		1	NO	
192	4	14034110040	9716 N WAUWATOSA ROAD	ANDREW BERGMAN	PARKING	11/17/2022	12/2/2022		EXTENSION	YES	
193	4	14034110040	9716 N WAUWATOSA ROAD	ANDREW BERGMAN	OUTSIDE STORAGE	11/17/2022	12/2/2022		EXTENSION	YES	
194	4	14034050080	10146 N WAUWATOSA ROAD	ROBERT PETZOLD JR	PARKING	11/17/2022	12/2/2022		EXTENSION	YES	
195	4	14034050080	10146 N WAUWATOSA ROAD	ROBERT PETZOLD JR	OUTSIDE STORAGE	11/17/2022	12/2/2022		EXTENSION	YES	
196	1	14018130080	12031 N GRANVILLE ROAD	LINDENWOOD FARMS	PARKING	11/17/2022	12/2/2022		1	NO	
197	1	14018130080	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	YES	
199	6	15153000100	1505 W MEQUON ROAD	EAST TOWNE SQUARE MALL	BANNER/FLAGS	11/30/2022	12/8/2022		1	YES	
200	3	14086021900	11428 N VEGA AVENUE	MARK KRUEGER	OUTSIDE STORAGE	12/6/2022	12/20/2022		1	NO	
201	3	14086021900	11428 N VEGA AVENUE	MARK KRUEGER	PARKING	12/6/2022	12/20/2022		1	NO	
202	3	14086022000	7307 W WILLOWBROOK DRIVE	BENJAMIN AHANGER	OUTSIDE STORAGE	12/6/2022	12/20/2022		1	NO	
203	6	15019150300	1336 W MEQUON ROAD	REGINALD FLETCHER	OUTSIDE STORAGE	12/6/2022	12/20/2022		1	NO	
204	3	14088160400	11329 N MEADOWBROOK DRIVE	JEREMY GONZALES	PARKING	12/7/2022	12/14/2022		1	NO	
205	3	14088160200	11309 N MEADOWBROOK DRIVE	KIMBERLY SCIDMORE OR KERRY HANSEN	PARKING	12/7/2022	12/14/2022		1	NO	
206	3	14087080700	11730 N RIDGEWAY AVENUE	DAVID WOZNIAK	PARKING	12/7/2022	12/14/2022		1	NO	
207	3	14088170800	11310 N MEADOWBROOK DRIVE	GREEN HILL PROPERTIES	PARKING	12/7/2022	12/14/2022		#5 CITATION 1,2	YES	
208	3	14087100300	11932 N SILVER AVENUE	DANIEL MUELLER	PARKING	12/7/2022	12/14/2022		1	NO	
209	4	14027020200	11030 N BUNTROCK AVENUE	SANG WOO NAM	PARKING	12/9/2022	12/15/2022		1	NO	
210	5	15083001300	13560 N LAKESHORE DRIVE	MICHAEL COLE	PARKING	12/13/2022	12/27/2022		1	NO	
211	2	15018060500	12750 N SHORELAND PARKWAY	GRANITT REMODELS LLC	PARKING	12/14/2022	12/29/2022		1	NO	
212	8	RENTAL	10038 N PORT WASHINGTON ROAD	MOMS ALTERATIONS	BANNER	12/22/2022	12/30/2022		#5 CITATION 1,	YES	
213	2	14014090100	12435 N RIVER ROAD	JOSEPH OR MELANIE DEVORKIN	BUILDING PERMIT	12/22/2022	1/6/2023		EXTENSION	YES	
214	1	14144002201	7421 RIDGEVIEW DRIVE	YOUSSEF BERRADA	ACCESSORY STRUCTURE (2)	12/29/2022	1/27/2023		#5 CITATION 1	YES	
215	1	14144002201	7421 RIDGEVIEW DRIVE	YOUSSEF BERRADA	SURVEY	12/29/2022	1/12/2023		EXTENSION	YES	
216	6	15050021600	10212 SUNNYCREST DRIVE	HPA III ACQUISITIONS 1 LLC	PARKING	1/6/2023	1/19/2023		1	NO	
217	4	14034060900	7227 W DONGES BAY ROAD	ANTOINETTE JACKSON	PARKING	1/11/2023	1/27/2023		EXTENSION	YES	
218	4	14034060900	7227 W DONGES BAY ROAD	ANTOINETTE JACKSON	OUTSIDE STORAGE	1/11/2023	1/27/2023		EXTENSION	YES	
219	3	14051010400	11201 N SOLAR AVENUE	CHRISTOPHER BESLER	OUTSIDE MAINTENANCE	1/12/2023	1/19/2023		#5 CITATION #1	YES	
220	8	15179000100	10526 N PORT WASHINGTON ROAD	CONCORD 34 LLC	ELECTRIC	1/18/2023	2/1/2023		EXTENSION	YES	
221	8	15179000100	10526 N PORT WASHINGTON ROAD	CONCORD 34 LLC	DUMPSTER DOORS	1/18/2023	4/15/2023		EXTENSION	YES	
222	8	15179000100	10526 N PORT WASHINGTON ROAD	CONCORD 34 LLC	STORAGE CONTAINER	1/19/2023	2/17/2023		EXTENSION	YES	
223	4	14052060300	11100 N GREEN BAY ROAD	EW DEVELOPMENT CORP	REFUSE	1/20/2023	2/3/2023	1		YES	
224	4	14052060300	11100 N GREEN BAY ROAD	EW DEVELOPMENT CORP	OUTSIDE MAINTENANCE	1/20/2023	5/1/2023			YES	
225	6	15019040400	11743 N PORT WASHINGTON ROAD	SHEAY 2012 IRREVOCABLE TRUST	OUTSIDE MAINTENANCE	1/26/2023	2/7/2023		#5 CITATION 1	YES	
226	3	14051010400	11201 N SOLAR AVENUE	PARKING	2/2/2023	2/9/2023	1		YES		
227	6	15129000100	11001 N PORT WASHINGTON ROAD	CHRISTOPHER BESLER	COMMUNITY SPIRIT LETTER	2/9/2023	OPEN		EXTENSION	YES	
228	6	15036010700	1425 W MEQUON ROAD	ACE HARDWARE	COMMUNITY SPIRIT LETTER	2/9/2023	OPEN		EXTENSION	YES	
229	6	15129001700	1317 W TOWNE SQUARE ROAD	BMO HARRIS BANK	COMMUNITY SPIRIT LETTER	2/9/2023	OPEN		EXTENSION	YES	
230	8	15175001044	10144 N PORT WASHINGTON ROAD	MEQUON UNIT 17 LLC	COMMUNITY SPIRIT LETTER	2/9/2023	OPEN		EXTENSION	YES	
231	6	15171000200	10602 N PORT WASHINGTON ROAD	SSRF LLC	COMMUNITY SPIRIT LETTER	2/9/2023	OPEN		EXTENSION	YES	
232	5	15020900100	1025 W GLEN OAKS LANE	P/L 10335 LLC	COMMUNITY SPIRIT LETTER	2/9/2023	OPEN		EXTENSION	YES	
233	3	14050020001	6200 W MEQUON ROAD	GLEN OAKS OFFICE PARK LLC	OUTSIDE STORAGE	2/14/2023	2/28/2023	1	EXTENSION	YES	
234	4	14027160600	6130 W DONGES BAY ROAD	ST PAUL'S FISH COMPANY	OUTSIDE STORAGE	2/16/2023	3/10/2023	1	EXTENSION	YES	
235	4	14026110700	10412 N BAEHR ROAD	JWI LLC	COMMUNITY SPIRIT LETTER	2/16/2023	OPEN			YES	
236	4	RENTAL	5900 W MEQUON ROAD	MEHTA PROPERTIES LLC	BANNER	2/16/2023	2/28/2023	1		YES	
237	6	15100131000	12510 N PILOT DRIVE	CAFE HOLLANDER	OUTSIDE MAINTENANCE	2/21/2023	2/28/2023			YES	
238	1	14144002201	7421 RIDGEVIEW DRIVE	JEAN GORSKI	BUILDING PERMIT	2/22/2023	5/31/2023			YES	
239	3	14089230200	11433 N TOWER LANE	YOUSSEF BERRADA	SUMP PUMP	2/27/2023	3/14/2023		EXTENSION	YES	
240	1	14017110200	10545 W HEATHER DRIVE	JULIS OR ALICE HOLDEN	BUILDING PERMIT	2/28/2023	3/8/2023	1		YES	
241	6	15023110070	10510 N PORT WASHINGTON ROAD	STEPHANIE WELDON	HVAC AND ELECTRIC PERMITS	3/1/2023	3/14/2023		EXTENSION	YES	
242	2	14013060800	12602 N RIVER ROAD	PETU	BASKETBALL COURT	3/7/2023	4/7/2023			YES	
243	8	15029110200	10404 N PORT WASHINGTON ROAD	GARY OR JUNE GEIGER	OUTSIDE MAINTENANCE	3/9/2023	5/31/2023			YES	
244	8	RENTAL	10972 N PORT WASHINGTON ROAD	FERRANTES PIZZA	SIGN	3/16/2023	7/28/2023	1		YES	
				THE JOINT CHIROPRATIC		3/16/2023	3/23/2023				

Attachment: Zoning enforcement summary thru 04-01-23 (8321 : Zoning Enforcement and Site Compliance Report Through April 4, 2023)

	A	B	C	D	E	F	G	I	J	K	L
245	8	RENTAL	10916 N PORT WASHINGTON ROAD	ELITE NUTRITION	SIGN	3/16/2023	3/23/2023		1	YES	
246	8	RENTAL	10902 N PORT WASHINGTON ROAD	NEROLI SALON	SIGN	3/16/2023	3/23/2023		1	YES	
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Attachment: Zoning enforcement summary thru 04-01-23 (8321 : Zoning Enforcement and Site Compliance Report Through April 4, 2023)

11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2902
Fax: 262-242-9655
www.ci.mequon.wi.us
Office of Community Development

TO: **Common Council**
FROM: **Laurie Miller, Planner**
DATE: **April 11, 2023**
SUBJECT: **RESOLUTION 4035 A Resolution Approving the Final Plat for The Green at Mequon, a 7-Lot Conservation Subdivision Located at the Southwest Corner of Villa Grove and Freistadt Road**

Background

The applicant is requesting final plat approval for The Green at Mequon subdivision located at the southwest corner of Villa Grove and Freistadt Road. The Planned Unit Development (PUD) rezoning was approved by the Planning Commission on November 22, 2021, and by the Common Council on January 11, 2022 (see Ordinance 2021-1614). The preliminary plat, development agreement, and specimen tree removal waiver for two white pines on Lot 4 were also approved on June 27, 2022.

Analysis

The applicant requests final plat approval for this subdivision, which includes seven single-family lots and an out lot, which is almost entirely made up of wetlands. The final plat is consistent with the approved preliminary plat and PUD requirements, except for the building setback from the private road. The final plat shall be amended to show a 30' front setback from the pavement edge of the private road instead of an 11' setback from the private road easement prior to recording.

Fiscal Impact

The estimated land value is approximately $2.1M, resulting in annual tax revenue of approximately $25K.

Recommendation

The Planning Commission recommended approval at the March 20, 2023, meeting by a vote of 8-0.

Attachments:
Final Plat (PDF)
Zoning Map (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4035

A Resolution Approving the Final Plat for The Green at Mequon, a 7-Lot Conservation Subdivision Located at the Southwest Corner of Villa Grove and Freistadt Road

RECITALS

A. The Common Council granted approval for The Green at Mequon Conservation Subdivision, a 7-lot development, on January 11, 2022, and the preliminary plat for the subdivision was approved on June 27, 2022.

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

C. The Planning Commission granted Final Plat approval for the property on March 20, 2023.

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

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin, that the Final Plat for The Green at Mequon is approved, that the appropriate City officials are hereby authorized to execute the same, and upon completion of all required conditions of the Planning Commission on March 20, 2023, the Final Plat shall be recorded with the Ozaukee County Register of Deeds.

_____
Approved by: Andrew Nerbun, Mayor

Date Approved: April 11, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 11, 2023.

_____
Caroline Fochs, City Clerk

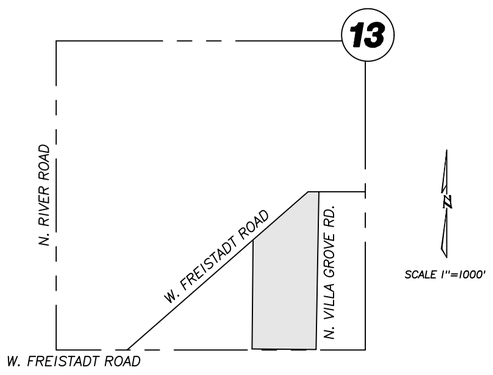
"The Green at Mequon"

A DIVISION OF PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

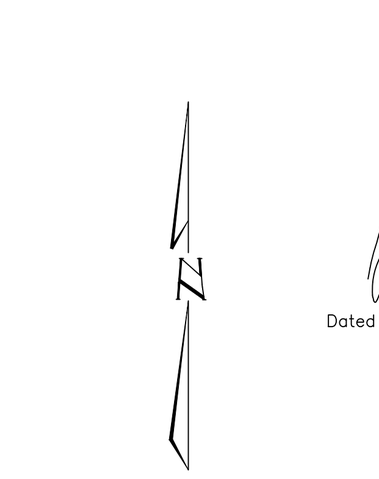
NORTH SHORE ENGINEERING, INC.
Consulting Engineers & Land Surveyors
11433 N. Port Washington Rd., Mequon, Wisconsin, 53092
(262) 241-9400 • FAX: (262) 241-5337
www.northshoreengineering.net

WISCONSIN — JAMES G. SCHNEIDER — S-2127 — MEQUON, WI — LAND SURVEYOR

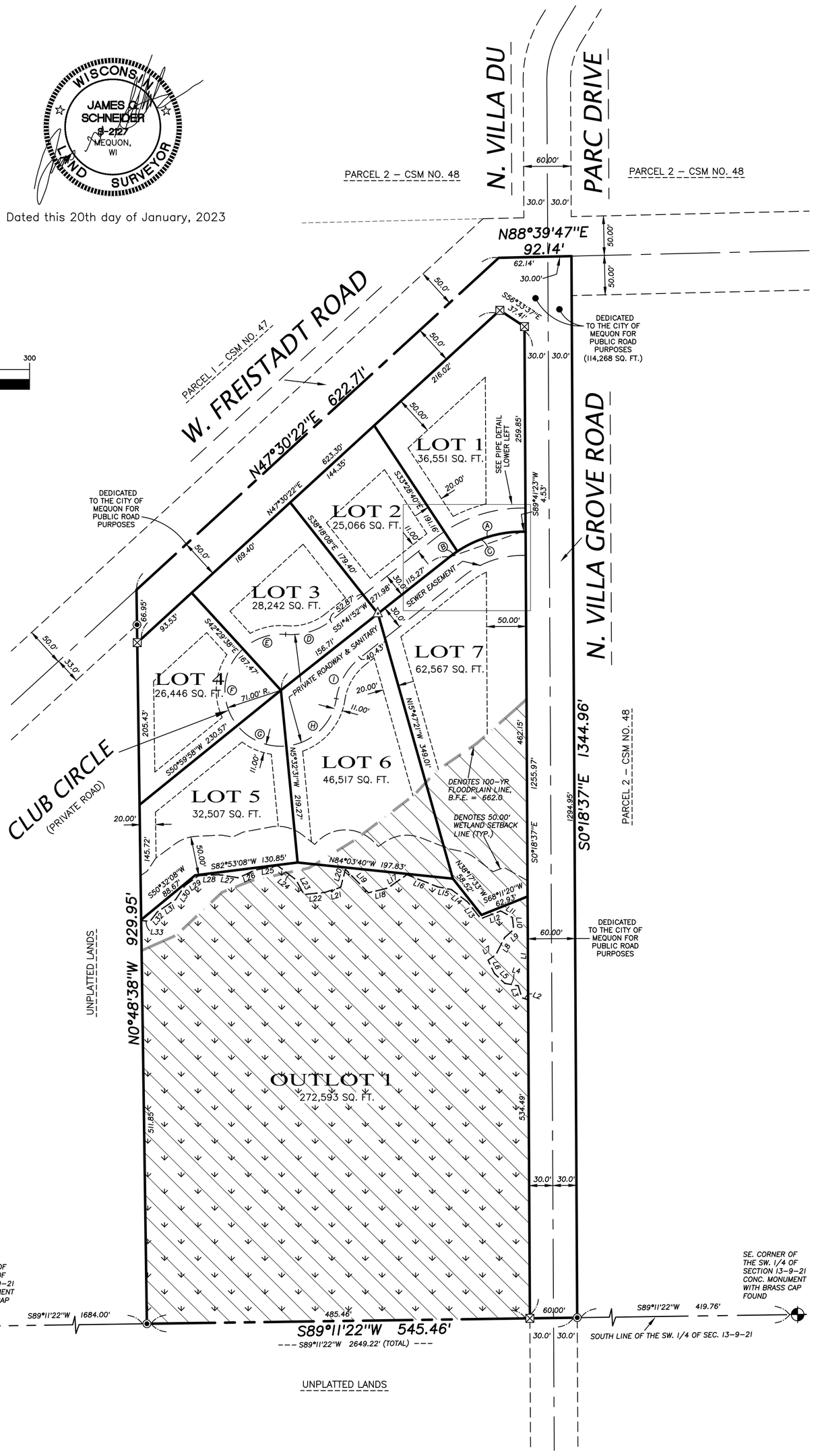
Dated this 20th day of January, 2023



LOCATION MAP
SOUTHWEST 1/4 OF SEC. 13–9–21



SCALE 1" = 100'



WETLAND LINE TABLE		
LINE #	LENGTH	BEARING
L1	131.00'	S0°18'37"E
L2	8.38'	N71°03'58"W
L3	15.86'	N17°06'35"W
L4	17.20'	N79°57'41"W
L5	18.44'	N46°17'57"W
L6	18.49'	N25°38'46"W
L7	11.68'	N56°02'27"E
L8	24.95'	N27°12'07"E
L9	15.21'	N48°18'04"E
L10	15.28'	N5°34'53"W
L11	16.93'	N60°29'31"W
L12	27.23'	S68°56'08"W
L13	26.69'	N38°03'47"W
L14	26.09'	N52°35'26"W
L15	17.74'	N78°42'26"W
L16	42.00'	N68°30'14"W
L17	29.53'	S54°57'36"W
L18	25.29'	S76°18'20"W
L19	41.59'	N44°24'11"W
L20	23.59'	S14°48'49"W
L21	21.24'	S72°18'01"W
L22	26.48'	S84°26'05"W
L23	21.09'	N28°20'02"W
L24	29.13'	N52°26'32"W
L25	28.95'	S79°30'13"W
L26	23.63'	S65°00'55"W
L27	24.65'	N80°49'45"W
L28	26.31'	S87°20'43"W
L29	21.53'	S53°37'20"W
L30	21.04'	S33°45'18"W
L31	27.69'	S55°52'37"W
L32	15.14'	S38°29'19"W
L33	11.31'	N86°38'02"W

LEGEND :

- ◉ – DENOTES 1.315" STEEL PIPE (FOUND)
- ● – DENOTES 1.5" REBAR (FOUND)
- ⊠ – DENOTES 1.270" REBAR WEIGHING 4.303 LBS. PER LINEAL FOOT (SET).
- △ – DENOTES 3/4" REBAR WEIGHING 1.502 LBS. PER LINEAL FOOT (SET).

ALL OTHER LOT AND OUTLOT CORNERS 1.315"X18" STEEL PIPE WEIGHING 1.68 LBS. PER LINEAL FOOT (SET).

ALL DISTANCES ARE MEASURED TO THE NEAREST ONE HUNDREDTH (0.01') OF A FOOT.

ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE. (NAD 27), THE SOUTH LINE OF THE SW. 1/4 OF SECTION 13–9–21, WHICH BEARS S89°11'22"W

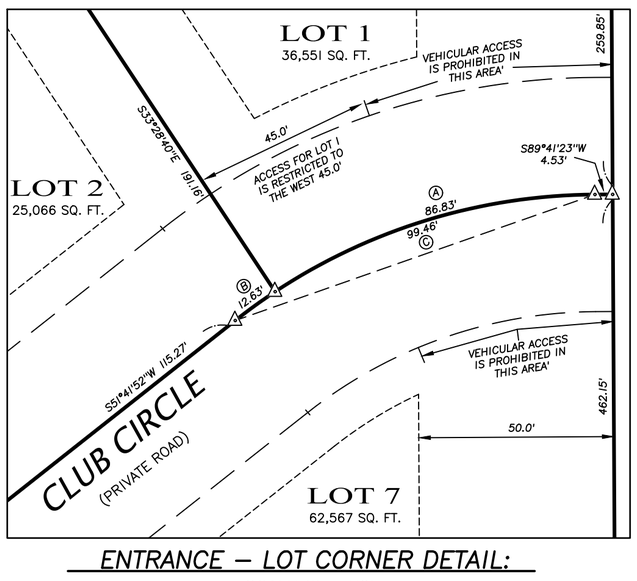
- – – – – – – – – – – – DENOTES BUILDING SETBACK LINE
- — — — — — DENOTES WETLAND BOUNDARY
- — — — — — DENOTES 50' WETLAND SETBACK
- — — — — — DENOTES 100–YEAR FLOODPLAIN LIMITS

DENOTES WETLAND AREA

DENOTES AREA WITHIN THE 100–YEAR FLOODPLAIN

NOTES :

1. INTENDED USE AND OWNERSHIP OF OUTLOT 1 ARE COVERED IN THE DEVELOPMENT AGREEMENT & SUBDIVISION COVENANTS, RECORDED AS SEPARATE DOCUMENTS.
2. WETLANDS DELINEATION WAS COMPLETED BY KRISTI SHERFINSKI OF HELIANTHUS, ON SEPTEMBER 23, 2021, AN ASSURED DELINEATOR.
3. DIRECT VEHICULAR ACCESS TO W. FREISTADT ROAD AND N. VILLA GROVE ROAD IS PROHIBITED FOR THE LOTS IN THIS SUBDIVISION.
4. REFER TO SHEET 2 OF 3 FOR EASEMENTS EXHIBITS.
5. BUILDING SETBACKS ARE AS FOLLOWS:
   - FRONT (ALL LOTS) – 11.00' FROM PRIVATE ROADWAY EASEMENT
   - REAR (LOTS 1–4) – 50.00' FROM W. FREISTADT RD.
   - REAR (LOTS 5–7) – AS SHOWN ON PLAT: 50' WETLAND SETBACK AND/OR 100–YR FLOODPLAIN LINE.
   - SIDE INTERIOR (ALL LOTS) – 20.00'
   - SIDE (LOTS 1 & 7) – 50.00' FROM N. VILLA GROVE RD.



ENTRANCE – LOT CORNER DETAIL:
SCALE 1" = 30'

MAIN CURVE TABLE								
NO.	LOT	ARC	RADIUS	CHORD	BEARING	TAN. BEARING IN	DELTA	TAN. BEARING OUT
A	1	86.83'	150.00'	85.63'	S73°06'21"W	--------	33°10'03"	--------
B	2	12.63'	150.00'	12.63'	S54°06'36"W	--------	4°49'28"	--------
C	7	99.46'	150.00'	97.65'	S70°41'37"W	S89°41'23"W	37°59'31"	S51°41'52"W

PRIVATE ROADWAY & SANITARY SEWER EASEMENT CURVE TABLE						
NO.	LOT	ARC	RADIUS	CHORD	BEARING	DELTA
D	3	60.92'	81.00'	59.49'	S73°14'36"W	43°05'30"
E	3	58.59'	71.00'	56.94'	S71°08'52"W	47°16'59"
F	4	107.20'	71.00'	97.30'	S4°15'10"W	86°30'24"
G	5	70.07'	71.00'	67.26'	S67°16'17"E	56°32'30"
H	6	93.99'	71.00'	87.28'	N46°31'55"E	75°51'06"
I	6	60.92'	81.00'	59.49'	N30°09'07"E	43°05'30"

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

Certified _____, 20_____

Department of Administration

THIS INSTRUMENT DRAFTED BY JAMES G. SCHNEIDER

Attachment: Final Plat (RESOLUTION 4035 : The Green at Mequon Final Plat)

"The Green at Mequon"

A DIVISION OF PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

NORTH SHORE ENGINEERING, INC.
Consulting Engineers & Land Surveyors
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www.northshoreengineering.net

EASEMENT EXHIBIT

LEGEND :

HATCHING DENOTES 20' WIDE PUBLIC WATER MAIN EASEMENT

HATCHING DENOTES VARIABLE WIDTH STORMWATER DRAINAGE AND ACCESS EASEMENT

HATCHING DENOTES 15' WIDE WE–ENERGIES UTILITY EASEMENT

NOTE: SEE SHEET 1 FOR PRIVATE ROADWAY & SANITARY SEWER EASEMENT DETAILS.

WISCONSIN JAMES G. SCHNEIDER S-2127 MEQUON, WI LAND SURVEYOR

Dated this 20th day of January, 2023

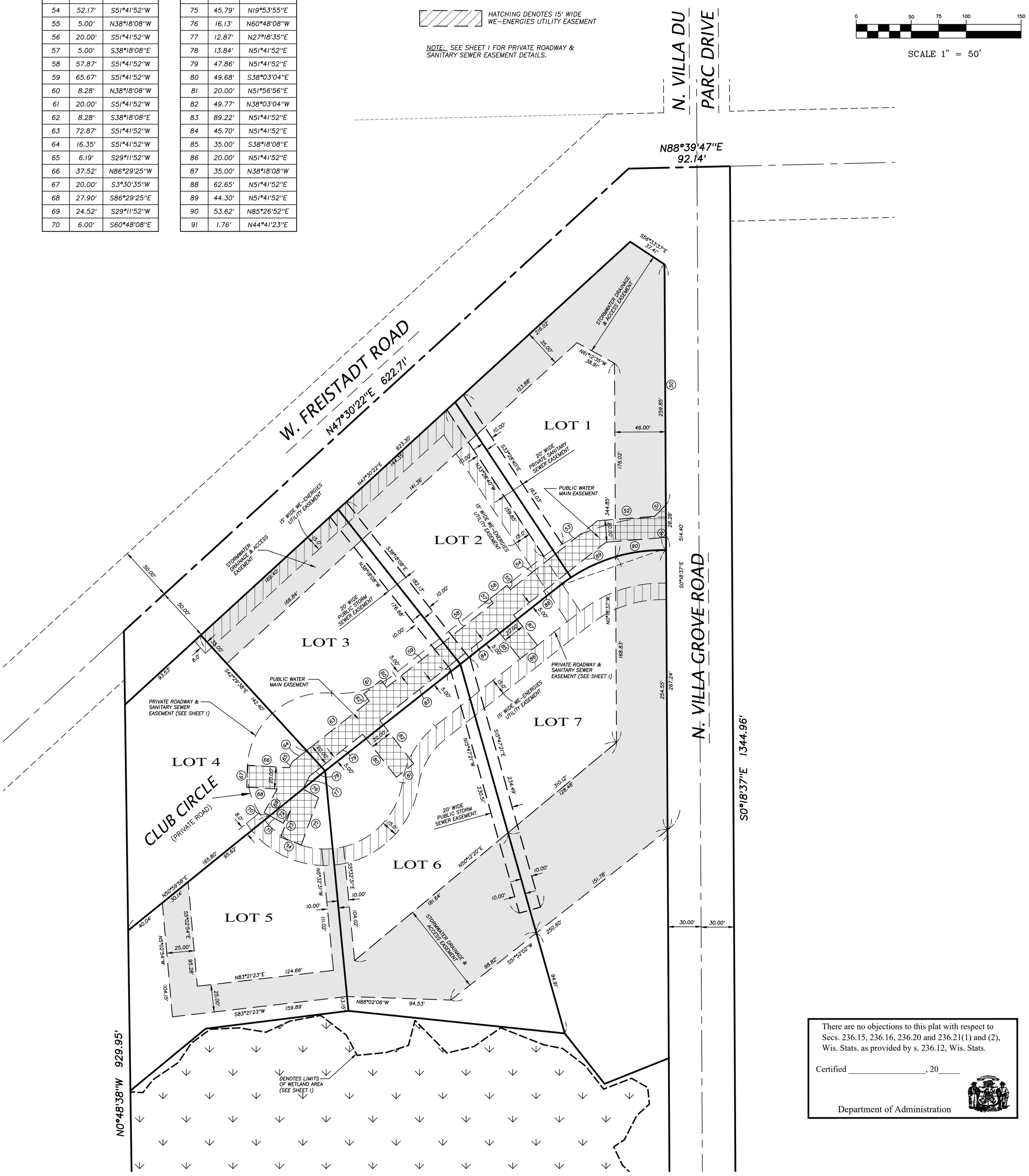
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0 50 75 100 150

SCALE 1" = 50'

WATER MAIN EASEMENT LINE TABLE		
LINE #	LENGTH	BEARING
50	218.88'	S0°18'37"E
51	14.33'	S44°41'23"W
52	52.26'	S85°26'52"W
53	48.68'	S51°41'52"W
54	52.17'	S51°41'52"W
55	5.00'	N38°18'08"W
56	20.00'	S51°41'52"W
57	5.00'	S38°18'08"E
58	57.87'	S51°41'52"W
59	65.67'	S51°41'52"W
60	8.28'	N38°18'08"W
61	20.00'	S51°41'52"W
62	8.28'	S38°18'08"E
63	72.87'	S51°41'52"W
64	16.35'	S51°41'52"W
65	6.19'	S29°11'52"W
66	37.52'	N86°29'25"W
67	20.00'	S3°30'35"W
68	27.90'	S86°29'25"E
69	24.52'	S29°11'52"W
70	6.00'	S60°48'08"E

WATER MAIN EASEMENT LINE TABLE		
LINE #	LENGTH	BEARING
71	14.00'	S60°48'08"E
72	13.37'	N29°11'52"E
73	26.07'	S19°53'55"W
74	20.00'	S70°06'05"E
75	45.79'	N19°53'55"E
76	16.13'	N60°48'08"W
77	12.87'	N27°18'35"E
78	13.84'	N51°41'52"E
79	47.86'	N51°41'52"E
80	49.68'	S38°03'04"E
81	20.00'	N51°56'56"E
82	49.77'	N38°03'04"W
83	89.22'	N51°41'52"E
84	45.70'	N51°41'52"E
85	35.00'	S38°18'08"E
86	20.00'	N51°41'52"E
87	35.00'	N38°18'08"W
88	62.65'	N51°41'52"E
89	44.30'	N51°41'52"E
90	53.62'	N85°26'52"E
91	1.76'	N44°41'23"E



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

Certified _____, 20_____

Department of Administration

THIS INSTRUMENT DRAFTED BY JAMES G. SCHNEIDER

Attachment: Final Plat (RESOLUTION 4035 : The Green at Mequon Final Plat)

"The Green at Mequon"

A DIVISION OF PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, James G. Schneider, Professional Land Surveyor, do hereby certify:
THAT I have surveyed, divided, and mapped the plat of
"THE GREEN AT MEQUON", bounded and described as follows:

That part of the Southeast 1/4 of the Southwest 1/4 of Section 13, 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 the Southwest 1/4 of said Section 13; thence S89°11'22"W along the South line of said Southwest 1/4, 419.76 feet to the point of beginning of lands to be described; thence continuing S89°11'22"W along the South line of said Southwest 1/4, 545.46 feet; thence N0°48'38"W at right angles to said South line, 929.95 feet to the center of W. Freistadt Road; thence N47°30'22"E along the center of W. Freistadt Road, 622.71 feet; thence N88°39'47"E along said center of W. Freistadt Road, 92.14 feet to the Northwest Corner of Parcel 2 of Certified Survey Map No. 48, recorded in Volume 1 on page 99 of Certified Survey Maps; thence S0°18'37"E along the West line of said Parcel 2, 1344.96 feet to the point of beginning.

Said Parcel containing 644,757 sq. ft./14.802 acres of land to centerline of road, more or less.

THAT I have made such survey, land division and plat at the direction of THE GREEN AT MEQUON, LLC, owner of said land.

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

THAT I have fully complied with the provisions of Chapter 236 of the Wisconsin State Stautes and the City of Mequon Subdivision Regulations.

James G. Schneider P.L.S No. S-2127

WISCONSIN
JAMES G. SCHNEIDER
S-2127
MEQUON, WI
LAND SURVEYOR

Dated this 20th day of January, 2023

OWNERS CERTIFICATE OF DEDICATION

As owner, I hereby certify that I caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat. I also certify that this plat is required by s. 236.10 or s. 236.12 of the Wisconsin State Statues to be submitted to the following for approval or objection: 1) Department of Administration, 2) City of Mequon.

Witness the hand and seal of said owner this_____ day of _____, 20____.

BY: THE GREEEN AT MEQUON, LLC

IN THE PRESENCE OF

_____
MICHAEL PERLEWITZ, Single-Member Manager

STATE OF WISCONSIN)
OZAUKEE COUNTY) SS

Personally came before me this_____ day of_____, 20____, the above named Michael Perlewitz, to me known to be the person who executed the foregoing instrument and acknowledged the same.

CONSENT OF CORPORATE MORTGAGEE

CORNERSTONE COMMUNITY BANK, existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land does hereby consent to the Surveying, Dividing, Mapping and Dedicting of the land described on this plat of "THE GREEN AT MEQUON" and does hereby consent to the above certificate of THE GREEN AT MEQUON, LLC, OWNER.

IN witness whereof, the said CORNERSTONE COMMUNITY BANK has caused these presents to be signed by _____, its _____, at _____, Wisconsin, this _____ day of _____, 20____.

IN THE PRESENCE OF:

_____ _____
WITNESS *(Signature)*

COUNTY TREASURER'S CERTIFICATE

STATE OF WISCONSIN)
OZAUKEE COUNTY) SS

I, Joshua Morrison, being duly elected, qualified and acting Treasurer of the County of Ozaukee, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of _____, 20____, affecting the lands included in the plat of "THE GREEN AT MEQUON".

Dated:_____, 20____. _____
JOSHUA MORRISON, County Treasurer

CITY TREASURER'S CERTIFICATE

STATE OF WISCONSIN)
OZAUKEE COUNTY) SS

I, Jennifer Engroff, Director of finance for the City of Mequon, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of this _____ day of _____, 20____, on any of the land included in the plat of "THE GREEN AT MEQUON".

Dated:_____, 20____. _____
JENNIFER ENGROFF, Director of Finance

COMMON COUNCIL RESOLUTION

"Resolved that the plat known as "THE GREEN AT MEQUON" in the City of Mequon which has been filed for approval, be and hereby is approved as required by Chapter 236 of the Wisconsin State Statutes."

APPROVED _____
ANDREW NERBUN, Mayor

I, Caroline Fochs, being the acting Clerk of the City of Mequon, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Common Council of the City of Mequon on the _____ day of _____, 20____.

_____
CAROLINE FOCHS, City Clerk

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by THE GREEN AT MEQUON, Grantor, to WISCONSIN ELECTRIC POWER COMPANY and WISCONSIN GAS, LLC, Wisconsin corporations doing business as We Energies, Grantee, Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, a Wisconsin corporation, Grantee, and TIME WARNER ENTERTAINMENT COMPANY, L.P., Grantee

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

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

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

Certified _____, 20_____

Department of Administration

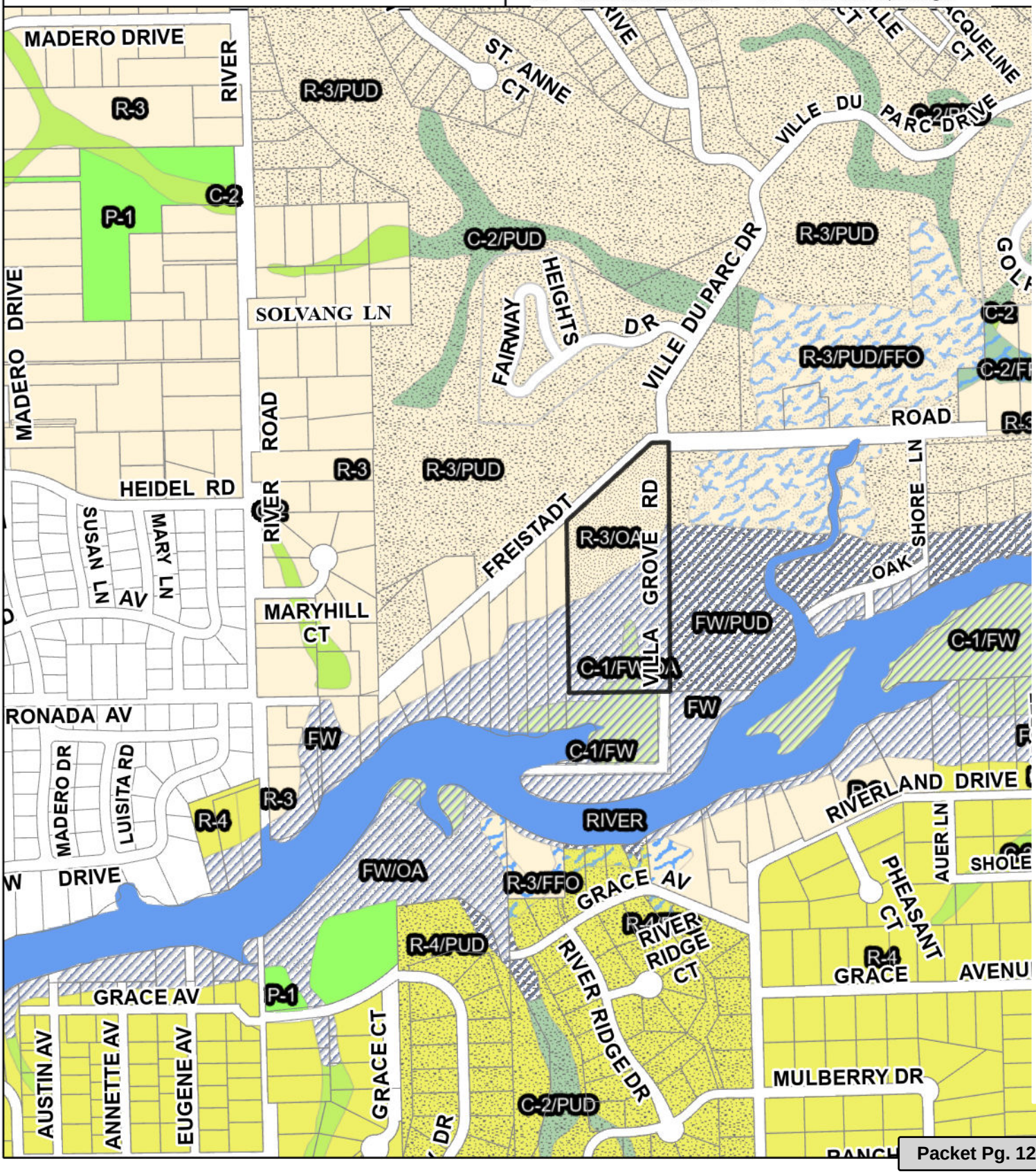
NORTH SHORE ENGINEERING, INC.
Consulting Engineers & Land Surveyors
11433 N. Port Washington Rd., Mequon, Wisconsin, 53092
(262) 241-9400 • FAX: (262) 241-5337
www.northshoreengineering.net

THIS INSTRUMENT DRAFTED BY JAMES G. SCHNEIDER

Attachment: Final Plat (RESOLUTION 4035 : The Green at Mequon Final Plat)

THE GREEN AT MEQUON - FINAL PLAT, STREET TREE PLAN, LANDSCAPE PLAN

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



Attachment: Zoning Map (RESOLUTION 4035 : The Green at Mequon Final Plat)

11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2934
Fax: 262-242-9655
www.ci.mequon.wi.us **Office of Engineering**

TO: **Common Council**
FROM: **Cole McCraw, Assistant City Engineer**
DATE: **April 11, 2023**
SUBJECT: **RESOLUTION 4036 A Resolution Approving a Development Agreement for a 10-Unit (5 Two-Family Buildings) Condominium Project Located Directly West of 11649 North Port Washington Road**

Background

The applicant, Eastbrook Drive, LLC, is requesting development agreement approval for the Eastbrook Drive development, a 10-unit residential development for the property located adjacent to 11649 N. Port Washington Road. The concept plan and development agreement were recommended for approval by the Planning Commission on March 20, 2023.

Analysis

The developer utilized the City's template development agreement, which was modified and submitted to City staff. The final version of the document is included in the packet.

The development agreement provides for the opportunity to construct one (1) principal structure model building (2 units) prior to final plat approval, with the understanding that the units cannot be sold, or title transferred until the associated plat is recorded. This is consistent with the table approved as a part of the template document.

Fiscal Impact

The development agreement itself is fiscally neutral. The subdivision is proposed to be served by public water and sewer which will be extended by the Developer and contributed to Mequon's public utilities and the City. Long-term, contributed capital infrastructure will increase utility and City maintenance costs. Conversely, tax and utility revenue will increase from that received by the existing parcel.

Recommendation

On March 20, 2023, the Planning Commission adopted a recommendation in favor of approving the proposed development agreement by a vote of 8-0.

Attachments:
Eastbrook Drive, LLC Development Agreement (PDF)
Zoning Map (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4036

A Resolution Approving a Development Agreement for a 10-Unit (5 Two-Family Buildings) Condominium Project Located Directly West of 11649 North Port Washington Road

RECITALS

A. The Eastbrook Drive residential development consists of five, two-family dwellings to be located on the lot directly west of 11649 N. Port Washington Road.

B. The Planning Commission recommended approval of the Development Agreement for the subdivision on March 20, 2023.

C. The Development Agreement provides for the installation of improvements and the payment of fees in accordance with the City Engineer's report.

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

1. The Development Agreement with Eastbrook Drive, LLC, is approved, subject to any technical, clerical 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 11, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 11, 2023.

_____
Caroline Fochs, City Clerk

Document Number	**DEVELOPMENT AGREEMENT** Document Name	

THIS DEVELOPMENT AGREEMENT ("Agreement") is made as of 02/04/2023, by Eastbrook Drive, LLC (the "Developer") and the City of Mequon, a municipal corporation (the "City").

RECITALS

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

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

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

Recording Data

Name and Return Address

City Engineer
11333 N Cedarburg Road
Mequon, WI 53092

Parcel Identification Number

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

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

AGREEMENTS

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

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

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

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

"Public Improvements" means all public streets, sidewalks, paths and required appurtenances to the foregoing, including without limitation street name signs, regulatory/public safety signs (speed limit signs,

Attachment: Eastbrook Drive, LLC Development Agreement (RESOLUTION 4036 : Eastbrook Drive Development Agreement)

stop signs and so forth) and bollards; sanitary sewer facilities and water supply facilities that connect to the public sewer or public water systems, but in each instance only those portions up to and including stubs of laterals; street trees and any required landscaping in rights of way; street trees and other landscaping in easement areas dedicated to the City for that purpose, but only to the extent specified in such easements; items specified in the Plans, as defined below and approved by the City, as Public Improvements; and items specified in the Code or state statues as Public Improvements.

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

The proposed development plan was granted approval or conditional approval by the Planning Commission on March 20, 2023.

PLANS AND SPECIFICATIONS

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

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

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

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

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

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

(b) Show 2' contours for both existing and proposed grades for building pads and any culverts and storm sewers.

Attachment: Eastbrook Drive, LLC Development Agreement (RESOLUTION 4036 : Eastbrook Drive Development Agreement)

(c) Indicate and detail the cross-section and profiles of all drainage ways and erosion protection.

(d) Show minimum setback and offset dimensions and building grades approved by the City.

(e) For all land disturbing activities, show existing contours at least 200' into adjacent parcels.

(f) Show the location and dimension of all construction site management measures to control erosion and sedimentation.

(g) Include minimum elevations for the proposed top of principal building foundation walls based on proposed building envelopes shown on the approved specimen tree plan and approved finished yard grades.

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

(a) Provide for a complete storm drainage system, including one or more detention basins and retention ponds, culverts, storm sewer and open ditches that are adequate to accommodate expected surface water flow within and through the Development and drain the surface water from and through the Development in accordance with the Code, Chapter 13 of the Milwaukee Metropolitan Sewerage District ("MMSD") rules, and the regulations of the Wisconsin Department of Natural Resources (the "DNR"), as may be applicable.

(b) Show all tributary areas to the proposed drainage system and downstream analysis, including all proposed and existing drainage structures in the drainage system area.

(c) Show drainage easements by dimension and detailed cross-section.

(d) Provide for erosion protection and minimum velocity design and restoration of all areas adjacent to existing and proposed roadways to conform to the approved roadway cross-section.

(e) Address all ditch slopes exceeding five percent (5%). Any such slope that is greater than 5 percent (5%) may only be approved after review and acceptance by the City Engineer. To the extent any such slope shall be greater than five percent (5%), additional analysis of the velocity of the flow and slope protection shall be provided, and such slope might not be approved.

(f) Show all roadside ditches and drainage easements with a minimum one percent (1%) slope. Any such slope that is less than one percent (1%) may only be approved after review and acceptance by the City Engineer. To the extent any such slope shall be less than one percent (1%), additional analysis of the velocity shall be provided, and such slope might not be approved.

(g) Provide on-site stormwater detention that complies, to the satisfaction of the City Engineer, with the City's stormwater ordinances and MMSD Chapter 13 rules and regulations.

(h) Provide hydrologic calculations for the 2-, 10- and 100-year development conditions.

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

Attachment: Eastbrook Drive, LLC Development Agreement (RESOLUTION 4036 : Eastbrook Drive Development Agreement)

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

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

9. Landscaping, Open Space and Signage Plans**.**

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

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

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

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

10. Street Plans.

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

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

(i) All new streets shall be constructed with a twelve-inch (12") road base consisting of twelve inches (12") of one and one-quarter inch (1¼") crushed stone base course. The initial surface shall consist of two and one-half inches (2½") of bituminous binder course. Streets and driveways shall be constructed to the City's typical cross-section. The final one and one-half inch (1½") asphalt surface course shall be applied following the construction of the binder course.

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

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

Attachment: Eastbrook Drive, LLC Development Agreement (RESOLUTION 4036 : Eastbrook Drive Development Agreement)

11. Sanitary Sewer System Plans.

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

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

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

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

(d) Show all sanitary sewer lateral locations.

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

12. Water System Plans.

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

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

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

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

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

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

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

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

(b) Fire Protection.

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

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

Attachment: Eastbrook Drive, LLC Development Agreement (RESOLUTION 4036 : Eastbrook Drive Development Agreement)

CONSTRUCTION REQUIREMENTS

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

14. General Standards; Strict Compliance with Plans. All construction shall conform to the City's Standard Specifications for Land Development, latest edition. Construction will strictly conform to the Plans. The City may require the Developer to replace all the Improvements that deviate from the Plans unless the Developer seeks and obtains prior written approval from the City for such deviations.

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

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

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

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

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

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

21. Additional Erosion and Runoff Control Requirements.

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

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

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

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

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

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

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

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

24. Additional Street and Street Signage Requirements.

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

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

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

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

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

25. Additional Utility Requirements.

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

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

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

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

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

MODEL HOMES

26. Model Homes.

(a) Subject to satisfaction of all other requirements for a building permit, the City will issue a building permit for __1___ principal structures (2 units) to be used as sales models prior to approval and recording of the Final Plat.

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

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

ASSOCIATION; COVENANTS, CONDITIONS AND RESTRICTIONS; ONGOING AGREEMENTS

27. The Association. The Developer shall, prior to the sale of any property within the Development, create or cause to be created an entity (the "Association") with a perpetual existence under the laws of the State

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

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

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

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

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

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transferee shall be jointly and severally responsible with the Developer until the completion of the construction, installation and approval of such facilities.

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

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

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

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

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

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

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

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

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- Emergency overflow

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

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

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

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

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

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

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

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(a) Prohibit, without the express written consent from the City Engineer and approval by the Planning Commission, future property owners from (a) removing any berms, landscaping or amenities installed on the Development as a condition of landscaping, open space, grading or drainage plans, and (b) placing landscape features, berms or plantings which disrupt flow of run-off in drainage ways or courses approved as a condition of the grading and drainage plans.

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

OBLIGATIONS OF BUILDER/LOT OWNER

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

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

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

35. Sanitary Sewer Laterals. If the Development is served by public sewer, lateral locations shall not deviate from the approved plan unless first approved by the City.

WARRANTIES AND INDEMNIFICATIONS

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

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

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

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

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

FINANCIAL OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

49. Public Sanitary Sewer System Connection Charge. If the Developer is required to connect the Development to the public sanitary sewer system, the Developer shall pay to the City, in accordance with the requirements of Section 58-640 of the Code, a sewer connection charge of $2,000_____ (~~XX~~ 10 lots or units @ $200 per lot or unit) prior to Final Plat approval.

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

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

FINAL PLAT APPROVAL; DEDICATION; RELEASE

52. Final Plat Approval

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

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

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

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

DEFAULTS

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

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

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

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

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

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

(a) Immediately suspend performance under this Agreement.

(b) Issue a stop work order.

Attachment: Eastbrook Drive, LLC Development Agreement (RESOLUTION 4036 : Eastbrook Drive Development Agreement)

(c) Issue citations to the extent the Event of Default constitutes a violation under any provision of the Code for which citations may be issued.

(d) Withdraw or withhold occupancy permits for any structures in the Development.

(e) Commence any legal or administrative action, in law or in equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the Developer under this Agreement.

(f) Perform or have performed any work, and have supplied any necessary equipment, goods, materials and services, to complete all or any part of the Developer's work, all at the Developer's cost.

(g) Draw any letter of creditor and exercise the City's remedies under any other financial guarantee.

(h) Exercise all other rights and remedies available to it at law or in equity,

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

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

GENERAL PROVISIONS

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

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

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

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

Attachment: Eastbrook Drive, LLC Development Agreement (RESOLUTION 4036 : Eastbrook Drive Development Agreement)

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

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

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

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

[SIGNATURE PAGES TO FOLLOW]

Attachment: Eastbrook Drive, LLC Development Agreement (RESOLUTION 4036 : Eastbrook Drive Development Agreement)

[CITY SIGNATURE PAGE TO DEVELOPMENT AGREEMENT]

CITY OF MEQUON

By: _____
Andrew Nerbun
Mayor

By: _____
Caroline Fochs
Clerk

STATE OF WISCONSIN)
) SS
OZAUKEE COUNTY)

The foregoing instrument was acknowledged before me on _____ _____, 20___, by Andrew Nerbun, Mayor of the City of Mequon.

_____
Name: _____
Notary Public, Ozaukee County, Wisconsin
My Commission (expires) (is) _____

STATE OF WISCONSIN)
) SS
OZAUKEE COUNTY)

The foregoing instrument was acknowledged before me on _____ _____, 20___, by Caroline Fochs, Clerk of the City of Mequon.

_____
Name: _____
Notary Public, Ozaukee County, Wisconsin
My Commission (expires) (is) _____

Approved by: _____
Brian C. Sajdak, City Attorney

Attachment: Eastbrook Drive, LLC Development Agreement (RESOLUTION 4036 : Eastbrook Drive Development Agreement)

[DEVELOPER SIGNATURE PAGE TO DEVELOPMENT AGREEMENT]

_____

By: Rory Oppenheimer
Name: Rory Oppenheimer, Member, Eastbrook, LLC
Title: Member

STATE OF WISCONSIN)
) SS
COUNTY)

The foregoing instrument was acknowledged before me on _____ _____, 20___, by _____, as _____ of _____.

_____
Name: _____
Notary Public, Ozaukee County, Wisconsin
My Commission (expires) (is) _____

Drafted by: City of Mequon

Attachment: Eastbrook Drive, LLC Development Agreement (RESOLUTION 4036 : Eastbrook Drive Development Agreement)

EXHIBIT A
to the
DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF MEQUON AND

_____

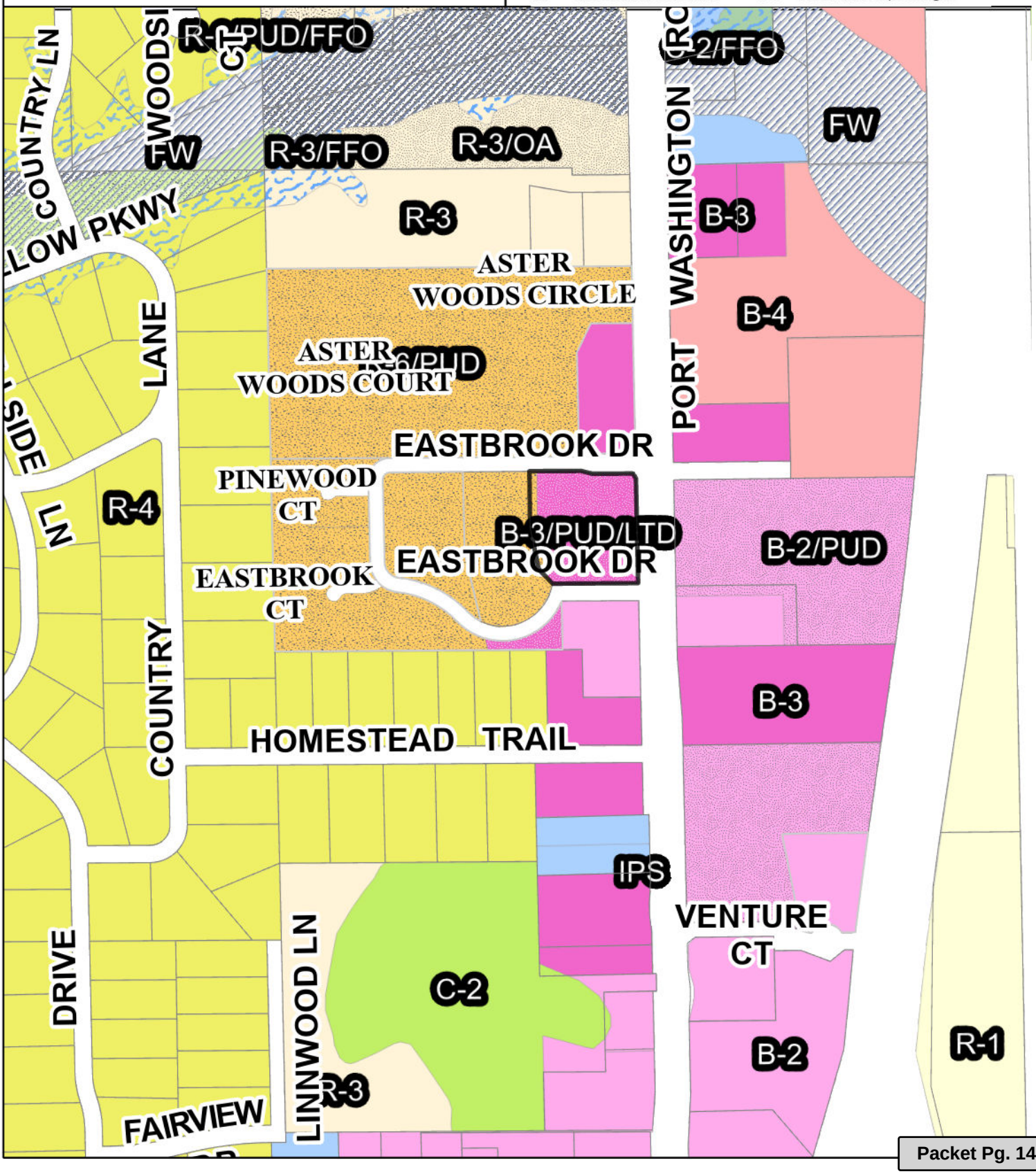
Eastbrook Drive, LLC

Legal Description

Attachment: Eastbrook Drive, LLC Development Agreement (RESOLUTION 4036 : Eastbrook Drive Development Agreement)

EASTBROOK DRIVE, LLC - DEVELOPMENT AGREEMENT

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



Attachment: Zoning Map (RESOLUTION 4036 : Eastbrook Drive Development Agreement)

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

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

TO: **Common Council**
FROM: **Jac Zader, Assistant Director Community Development**
DATE: **April 11, 2023**
SUBJECT: **ORDINANCE 2023-1647 An Ordinance Amending Chapter 58 of the Mequon Municipal Code, to Rezone Properties Located at 14097, 14137, 14207 North Birchwood Lane from R-1 (Rural 5-Acre) to R-1 (Rural 5-Acre) with an Agricultural Overlay (OA)**

Background

The applicant is requesting Planning Commission approval for a rezoning recommendation from R-1 (Residential 5-Acre) and C-2 (General Conservancy) to R-1 (Residential 5-Acre) and C-2 (General Conservancy) with an OA (Agricultural Overlay). Since 10 acres is required for the OA, the applicant has also applied for a Certified Survey Map (see attached) to combine the three lots into one 19.9-acre parcel. The site was originally one large lot and was subdivided into four lots with an out lot in 2010 by the previous owner. This was approved as part of a PUD (Planned Unit Development), since the proposed lots ranged in size from 2.5 to 3.1 acres with a an out lot over the wetland area. In 2017, the owner rezoned the property to remove the PUD and reconfigured the site into three lots of 6.5 acres in size. The current request would allow the applicant to construct a structure for agricultural use.

Analysis

The rezoning would revert the parcel back to the same condition it was in prior to the zoning change approved in 2010. The applicant states that the desire to rezone the lot is to allow for agricultural uses on the property and construction of an agricultural structure. Any accessory structure over 1,000 square feet will require Planning Commission approval. Since the OA requires 10 acres, the zoning change would not go into effect until the Certified Survey Map (CSM) is recorded. Staff will add as a condition of approval that the CSM shall be recorded prior to Common Council action on the rezoning.

Fiscal Impact

The fiscal impact is neutral.

Recommendation

The Planning Commission recommended approval by a vote of 8-0 at its meeting on March 20, 2023.

Attachments:
Exhibit A: Zoning Map (PDF)

Exhibit B: CSM (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2023-1647

An Ordinance Amending Chapter 58 of the Mequon Municipal Code, to Rezone Properties Located at 14097, 14137, 14207 North Birchwood Lane from R-1 (Rural 5-Acre) to R-1 (Rural 5-Acre) with an Agricultural Overlay (OA)

RECITALS

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

B. The Planning Commission by majority vote made a recommendation to approval on the 20th day of March, 2023.

C. The required due notice and public hearing by the Common Council of the City of Mequon occurred on the 9th day of May, 2023.

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

SECTION I

1. The City of Mequon Zoning Map is hereby amended so as to change the zoning classification of the property illustrated in Exhibit A to R-1 (Residential 5-Acre) and C-2 (General Conservancy) with an OA (Agricultural Overlay) subject to the following conditions:

a. The Certified Survey Map (CSM) shall be recorded with the Register of Deeds prior to Common Council action on the rezoning.
b. The property shall be deed-restricted from development until a current wetland delineation is performed and approved by the City of Mequon and the Wisconsin DNR.
c. Final staff technical review and approval of CSM. The applicant shall make any technical corrections to the final CSM.
d. If a soil test was not performed to indicate a private onsite wastewater treatment system option, the applicant shall submit a soil test prior to recording of the CSM. Alternatively, it may be noted on the face of the CSM that a soil test was not performed in conjunction with the CSM.
e. For improvements that exceed 5,000 square feet of new impervious area, a green infrastructure plan meeting City and MMSD requirements must be approved and implemented.
f. The applicant shall submit an electronic file for the proposed Certified Survey

Map in a format compatible with AutoCAD 2015 dwg or dxf in Wisconsin State Plane Coordinate System South Zone (NAD 83).

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 11, 2023

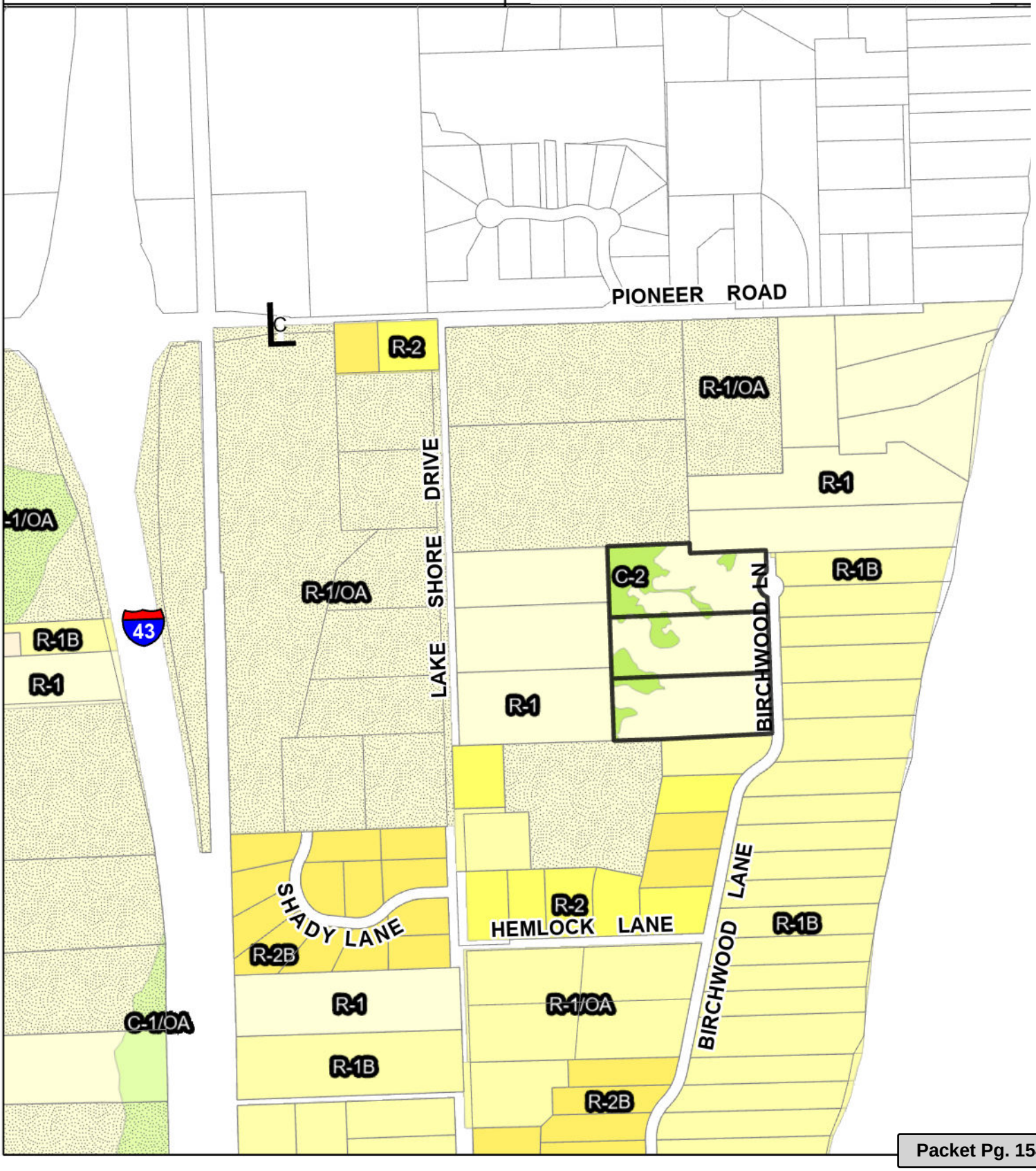
I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 11, 2023.

_____
Caroline Fochs, City Clerk

Published: _____

ALEX LEYKIN - REZONING AND CSM

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



Attachment: Exhibit A: Zoning Map (ORDINANCE 2023-1647 : Alex Leykin Rezoning)

CERTIFIED SURVEY MAP NO. _____

A REDIVISION OF LOTS 1, 2 AND 3 OF CERTIFIED SURVEY MAP NO. 4043, BEING A PART OF NORTHWEST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 5, TOWN 9 NORTH, RANGE 22 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

0 200 300 400 600

SCALE 1" = 200'

NORTH SHORE ENGINEERING, INC.
Consulting Engineers & Land Surveyors
11433 N. Port Washington Rd., Mequon, Wisconsin, 53092
(262) 241-9400 • FAX: (262) 241-5337
www.northshoreengineering.net

NOTE:
1. SEE SHEETS 2 & 3 FOR WETLAND EXHIBIT.

(PIONEER ROAD – C.T.H. "C")

NW. CORNER OF THE NE. 1/4 OF SECTION 5-9-22 ALUMINUM MONUMENT

OWNER:
ALEX & ZHANA LEYKIN 2016 REVOCABLE TRUST
14132 N. BIRCHWOOD LANE
MEQUON, WI 53097

WISCONSIN
JAMES G. SCHNEIDER
S-2127
MEQUON
WI
LAND SURVEYOR
2-16-2023

PIONEER RD. – C.T.H. "C"
LAKE SHORE DRIVE
BIRCHWOOD LN.
N

LOCATION MAP
NE. 1/4 SEC. 5-9-22
(SCALE 1"=2000')

LEGEND
- ⊡ –DENOTES 1.3" STEEL PIPE (FOUND)
- ● –DENOTES 5/8" REBAR (FOUND)
- △ –DENOTES SOIL TEST LOCATION

ALL BEARINGS REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (WEST LINE OF THE NE. 1/4 OF SECTION 5-9-22 WHICH BEARS S1°57'32"E)

CURVE TABLE					
NO.	ARC	RADIUS	CHORD	BEARING	DELTA
1	173.89'	75.00'	137.48'	N1°57'32"W	132°50'37"

(LAKE SHORE DRIVE) WEST LINE OF THE NE. 1/4 OF SECTION 5-9-22
S1°57'32"E 1265.70' (ALSO REC. AS S0°10'50"E)

LOT 2 C.S.M. NO. 3031
PARCEL 2 C.S.M. NO. 1018
(ALSO REC. AS EAST) N88°13'18"E 874.40'
(ALSO REC. AS EAST) N88°13'18"E 445.60'
(ALSO REC. AS S0°10'50"E) S1°57'32"E 54.30'
(ALSO REC. AS EAST) N88°13'18"E 410.00'
50' WIDE TREE PRESERVATION EASEMENT

PARCEL 1 C.S.M. NO. 3033
PARCEL 2 C.S.M. NO. 3033
PARCEL 3 C.S.M. NO. 3033

WETLANDS (PER C.S.M. NO. 3778)
WETLANDS AS FLAGGED BY rdSmith AND FIELD LOCATED ON NOVEMBER 19, 2018

B-1 B-2 B-3 B-4 B-5 B-6 B-7 B-8 B-9 B-10 B-11

① 173.89' 75.0'
(ALSO REC. AS S0°10'50"E) S1°57'32"E 116.36'

LOT 1
866,773± SQ. FT.
19.899± ACRES

BUILDING SETBACK LINE (TYP.)

(ALSO REC. AS N0°10'50"W) N1°57'32"W 1044.30'
30.0'
50'
100.0'
30' 30'

BIRCHWOOD LANE
S1°57'32"E 736.16' (ALSO REC. AS S0°10'50"E)

S88°13'18"W 855.60'
(ALSO REC. AS WEST)

LOT 2 C.S.M. NO. 2150
UNPLATTED LANDS

THIS INSTRUMENT DRAFTED BY JAMES G. SCHNEIDER

SHEET 1 OF 5 SHEETS

Attachment: Exhibit B: CSM (ORDINANCE 2023-1647 : Alex Leykin Rezoning)

CERTIFIED SURVEY MAP NO. _____

A REDIVISION OF LOTS 1, 2 AND 3 OF CERTIFIED SURVEY MAP NO. 4043, BEING A PART OF NORTHWEST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 5, TOWN 9 NORTH, RANGE 22 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

0 100 150 200 300

SCALE 1" = 100'

NOTE:

1. SEE SHEET 3 OF 5 FOR WETLAND LINE TABLE.

WETLANDS EXHIBIT

(ALSO REC. AS EAST) N88°13'18"E 445.60'

(ALSO REC. AS S0°10'50"E) S1°57'32"E 54.30'

(ALSO REC. AS EAST) N88°13'18"E 410.00'

180.51'

WETLANDS (PER C.S.M. NO. 3778)

384.30'

N88°13'18"E 213.28'

LOT 1

866,773± SQ. FT.
19.899± ACRES

WETLANDS AS FLAGGED BY raSmith AND FIELD LOCATED ON NOVEMBER 19, 2018

(ALSO REC. AS N0°10'50"W) N1°57'32"W 1044.30'

250.02'

L1 L2 L3 L4 L5 L6 L7 L8 L9 L10 L11 L12 L13 L14 L15 L16 L17 L18 L19 L20

L21 L22 L23 L24 L25 L26 L27 L28 L29 L30

N

JAMES G. SCHNEIDER S-2127 MEQUON WI LAND SURVEYOR

2-16-2023

THIS INSTRUMENT DRAFTED BY JAMES G. SCHNEIDER

SHEET 2 OF 5 SHEETS

Attachment: Exhibit B: CSM (ORDINANCE 2023-1647 : Alex Leykin Rezoning)

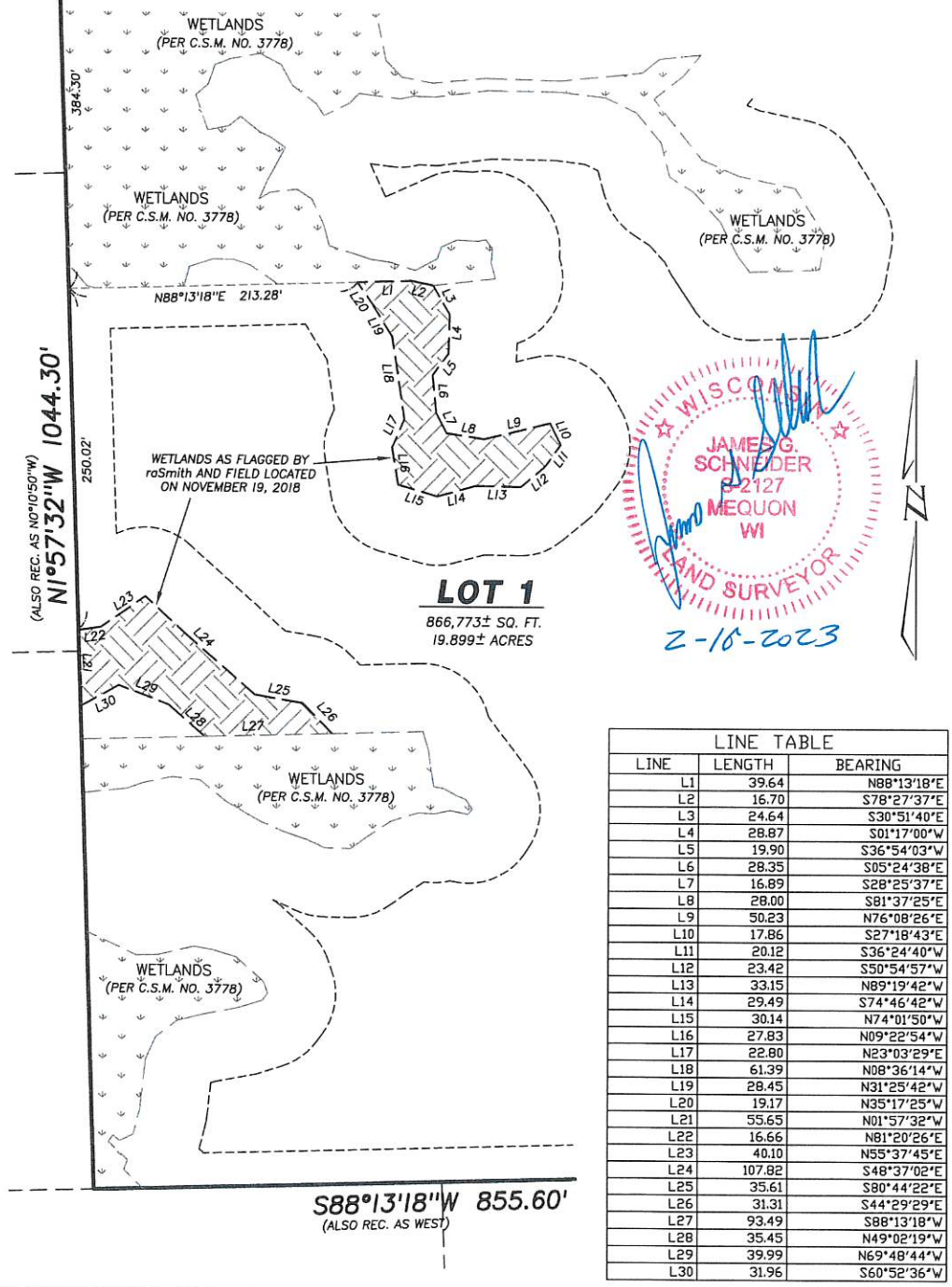
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WETLANDS EXHIBIT

0 100 150 200 300

SCALE 1" = 100'



LINE TABLE		
LINE	LENGTH	BEARING
L1	39.64	N88°13'18"E
L2	16.70	S78°27'37"E
L3	24.64	S30°51'40"E
L4	28.87	S01°17'00"W
L5	19.90	S36°54'03"W
L6	28.35	S05°24'38"E
L7	16.89	S28°25'37"E
L8	28.00	S81°37'25"E
L9	50.23	N76°08'26"E
L10	17.86	S27°18'43"E
L11	20.12	S36°24'40"W
L12	23.42	S50°54'57"W
L13	33.15	N89°19'42"W
L14	29.49	S74°46'42"W
L15	30.14	N74°01'50"W
L16	27.83	N09°22'54"W
L17	22.80	N23°03'29"E
L18	61.39	N08°36'14"W
L19	28.45	N31°25'42"W
L20	19.17	N35°17'25"W
L21	55.65	N01°57'32"W
L22	16.66	N81°20'26"E
L23	40.10	N55°37'45"E
L24	107.82	S48°37'02"E
L25	35.61	S80°44'22"E
L26	31.31	S44°29'29"E
L27	93.49	S88°13'18"W
L28	35.45	N49°02'19"W
L29	39.99	N69°48'44"W
L30	31.96	S60°52'36"W

THIS INSTRUMENT DRAFTED BY JAMES G. SCHNEIDER

SHEET 3 OF 5 SHEETS

Attachment: Exhibit B: CSM (ORDINANCE 2023-1647 : Alex Leykin Rezoning)

CERTIFIED SURVEY MAP NO. _____

A REDIVISION OF LOTS 1, 2 AND 3 OF CERTIFIED SURVEY MAP NO. 4043, BEING A PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 5, TOWN 9 NORTH, RANGE 22 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, James G. Schneider, Professional Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped the following parcel of land:

A redivision of Lots 1, 2 and 3 of Certified Survey Map No. 4043, being a part of the Northwest 1/4, Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 5, Township 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of the Northeast 1/4 of said Section 5; thence S1°57'32"E along the West line of said 1/4 Section, 1265.70 feet to a point in the Westerly extension of the North line of Parcel 1 of Certified Survey Map No. 3033; thence N88°13'18"E along the North line of said Parcel 1, 874.40 feet to the Northwest corner of Lot 3 of Certified Survey Map No. 4043 and the point of beginning of lands to be described; thence continuing N88°13'18"E along the North line of said Lot 3, 445.60 feet to a point in the West line of Lot 2 of Certified Survey Map No. 3031; thence S1°57'32"E along the West line of said Lot 2, 54.30 feet to the Southwest corner of said Lot 2; thence N88°13'18"E along the South line of said Lot 2, 410.00 feet to a point in the West right of way line of Birchwood Lane; thence S1°57'32"E along the West right of way line of Birchwood Lane, 116.36 feet; thence Southeasterly along said West right-of-way line, being the arc of a curve to the left (having a radius of 75.00 feet, whose chord bears S1°57'32"E, 137.48 feet) 173.89 feet to a point; thence S1°57'32"E along said West right of way line, 736.16 feet to the Southeast corner of Lot 1 of Certified Survey Map No. 4043; thence S88°13'18"W along the South line of said Lot 1, 855.60 feet to the Southwest corner of said Lot 1, said point also being the Southeast corner of Parcel 3 of Certified Survey Map No. 3033; thence N1°57'32"W along the West line of Lot 1, 2 and 3 of Certified Survey Map No. 4043 and the East line of Parcels 1, 2 and 3 of Certified Survey Map No. 3033, 1044.30 feet to the point of beginning.

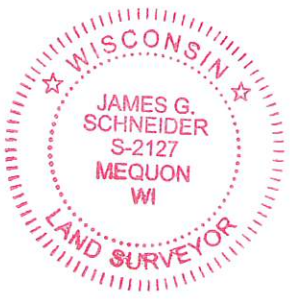
Said lands containing 19.899 acres of land, more or less.

That I have made such survey, land division, and plat at the direction of Alex Leykin and Zhana Leykin 2016 Revocable Trust, OWNER of said lands.

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

That I have complied with Section 236.34 of the Wisconsin Statutes and the requirements of the City of Mequon.

James G. Schneider S-2127



This instrument was drafted by James G. Schneider

Attachment: Exhibit B: CSM (ORDINANCE 2023-1647 : Alex Leykin Rezoning)

CERTIFIED SURVEY MAP NO. _____

A REDIVISION OF LOTS 1, 2 AND 3 OF CERTIFIED SURVEY MAP NO. 4043, BEING A PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 5, TOWN 9 NORTH, RANGE 22 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

OWNER'S CERTIFICATE

I, Alex Leykin (Trustee) of the Alex Leykin and Zhana Leykin 2016 Revocable Trust, OWNER, do hereby certify: THAT I have caused the lands described in the foregoing certificate of James G. Schneider, Surveyor, to be surveyed, divided and mapped.

_____ _____

Witness Alex Leykin (Trustee)

WITNESS the hand and seal of said OWNER on this _____ day of _____ 20__.

STATE OF WISCONSIN)
OZAUKEE COUNTY)ss

PERSONALLY came before me on this _____ day of _____,20___ Alex Leykin (Trustee) of the Alex Leykin and Zhana Leykin 2016 Revocable Trust, to me known to be the person who executed the foregoing certificate and acknowledged the same.

_____ My Commission expires _____

Notary Public

CITY OF MEQUON PLAN COMMISSION APPROVAL

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

_____ _____

Chairman Secretary



2-16-2023

This instrument was drafted by James G. Schneider

Sheet 5 of 5 Sheets

Attachment: Exhibit B: CSM (ORDINANCE 2023-1647 : Alex Leykin Rezoning)

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

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

TO: **Common Council**
FROM: **Brian Sajdak, City Attorney**
DATE: **February 9, 2023**
SUBJECT: **ORDINANCE 2023-1648 An Ordinance Amending Chapter 10 of the Mequon Municipal Code, Related to Residential Swimming Pools Standards**

Background

The City presently adopts the Wisconsin Uniform Building Code with respect to the installation of swimming pools. The Code requires fences for all non-temporary pool installations. A resident had approached the Public Welfare Committee to request that the City consider amending its code to allow for power safety covers in lieu of fences for residential pools. Following lengthy discussion, the Council approved changes last fall that allow for power safety covers in certain circumstances.

Following implementation of the changes, City building inspection staff identified multiple changes that could be made to clarify the regulations around pools and power safety covers and also eliminate conflict points between the ordinance and the American Society for Testing and Materials (ASTM) standard. These changes will clarify the approval process for both staff and residents.

Discussion

Attached is a proposed ordinance which repeals and recreates Section 10-26 of the Municipal Code. The primary reason for the full repeal and re-adoption is that the current section contained online does not reflect consistent numbering for paragraphs as is the case throughout the rest of the Code (e.g., in other sections the first paragraph in a section is labeled (a), whereas in this section it is labeled (1)). It is unclear if this was the result of drafting when the Code was originally adopted or if this was an error by the company that codifies the City's Code. This ordinance will clarify that the same numbering standard should apply here.

Also attached is a version of Section 10-26 that shows the changes made in a black-lined format. These changes are:

1. The definition of power safety cover is amended to simply require the cover to meet the applicable ASTM standard. Under the current version of the definition, the City deviates from the standard in two ways. First, the City requires the operating switch to be placed at least five feet above the ground in all cases. Under the standard, only a switch that is not lockable (e.g., secure enclosure, keypad, keyed operation) needs to be that high. Second, the City specifies that a cover shall hold a minimum weight of 2,000. Staff have discovered that

companies do not certify weights other than what is required by the ASTM standard. Further, there is a difference between the standard and the City's current language as well. The Code language specifies only that the pool cover hold 2,000 pounds in total whereas the ASTM specification (485 pounds) is based on a modified pounds per-square-foot basis (individual weights within 1 square foot and the total weight clustered within a 3-foot radius). A cover that meets the ASTM specification will hold a higher amount of weight across the full area of the cover. Additionally, the ASTM standard is the better standard to address the safety concerns previously identified in that the per-square-foot basis ensures higher safety than a standard across the full cover. This coupled with the lack of certification method for the 2,000-pound standard suggests that modification of this requirement is appropriate.

Per the Public Welfare Committee's request, attached is a document showing the calculation for the capacity equating the per-square-foot weight from the ASTM standard with the total capacity weight that is presently in the Code. As is evident, typically-sized pools all easily exceed the 2,000 pound limit the Code presently contains. Small pools, on the other hand, do not exceed the 2,000 pound limit. However, it is believed that this is still acceptable because (a) most small pools are not that deep thereby minimizing the risk of drowning for adults that would fall through and (b) it would be less likely that excessive weight would be on the surface of the cover given the small surface area (e.g., it is easy for multiple people to be on a surface where the width is 12 feet versus 6 feet).

2. In both areas where latches are described, the height for the latching mechanism is reduced from 54 inches to 36 inches, which is the height specified in the Uniform Building Code. This height retains the safety for toddlers while also ensuring that the latches comply with ADA accessibility concerns.

3. The requirement for both an alarm and a pool cover has been removed. The Code as adopted requires that where a power safety cover is in place, the cover needs to be closed unless it is actively in use or supervised by someone over the age of 15. However, the Code also requires that the pool in these circumstances is equipped with an alarm. These requirements are contradictory in that the alarm would not be armed if the pool is in use, but there would be no need for an alarm where the cover is in place - which is required if the pool is not in use. In addition, staff has learned that some types of alarms would physically conflict with a pool cover's operation.

Recommendation

A recommendation is forthcoming from the Public Welfare Committee on April 11, 2023.

Attachments:
Swimming Pool Ordinance Update - 2-23 Blackline (DOCX)
Pool Cover Capacity Calculation (DOCX)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2023-1648

An Ordinance Amending Chapter 10 of the Mequon Municipal Code, Related to Residential Swimming Pools Standards

RECITALS

A. The Common Council previously adopted Section 10-26 of the Mequon Municipal Code, which establishes certain regulations for residential swimming pools including the use of power safety covers.

B. Following the adoption of those regulations, City staff identified multiple corrections or clarifications that would improve the enforcement of the Code.

C. The Common Council desires to amend those regulations pursuant to staff recommendations.

D. The regulation of swimming pools furthers 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 10-26 of the Mequon Municipal Code is repealed and recreated to read as follows:

10-26 - Residential Swimming Pools.

No person shall construct, install or enlarge a residential swimming pool not enclosed in a permanent building within the city except in accordance with the following regulations.

(a) Definitions.

(1) "Swimming pool" means any depression in the ground, either temporary or permanent, or a container of water, either temporary or permanent and either above or below the ground, in which water more than 18 inches deep is contained and which is used primarily for the purpose of bathing or swimming. "Swimming pool" includes a spa, hot

tub, and temporary pool unless otherwise specifically excluded within this section.

(2) "Temporary pool" means any swimming pool that has a surface area of less than 314.159 square feet (20-foot diameter) which is installed for any length of time less than four (4) months and which is installed after May 1 and removed by September 30 in the same year.

(3) “Power safety cover” means a barrier which can be placed over the water area of a pool that provides a high level of safety for children under the age of five by inhibiting their access to the water which is certified to meet the minimum qualification criteria for a Power Safety Cover as specified in American Society for Testing and Materials (ASTM) specification 1346-91 provided that any operating switch be located within the line of sight of the operation of the cover and is operated by a secure key or keypad. An operating switch that is not operated by a key or keypad shall be installed at least 5 feet above the surface below the switch.

(4) “Decorative” as applied to fences means that a fence is made of PVC, wrought iron, or aluminum pickets, or is a painted or stained shadow-box or board-on-board type fence, or similar design as approved by the Department of Community Development. Decorative shall not include chain link, snow or other temporary fencing.

(b) Permit.

(1) Required. No person shall construct, install, enlarge or alter any private swimming pool, including changing any fence or safety device, unless a permit therefor has first been obtained from the Building Inspector. A temporary pool shall be exempt from this permit requirement.

(2) Application. The following information shall be required:

a. Survey or accurate drawing of the property, in duplicate, showing all existing structures, proposed swimming pool or spa location, fencing if required, and overhead or underground electrical wiring.

b. Type of pool installation, above ground or in-ground.

c. Pool height above highest point of grade if above ground installations.

d. Type and height of fence, if proposed.

e. Type and support of decking, if proposed.

f. Type and location of safety features to be installed, if proposed.

g. Overall size and locations of the above in regard to existing buildings and lot lines for property survey reference.

h. Any change in finished grade near pool.

i. County Health Department approval for properties using a private septic system, where applicable.

j. Site inspection letter from a local wiring utility.

k. Two copies of a brochure which shows the type, style, etc. of the swimming pool and safety features to be installed.

(c) Construction Requirements.

(1) No swimming pool shall be located, erected, constructed or maintained within any front yard or closer to any side or rear lot line than allowed by Chapter 58 for permitted accessory structures, and the waterline of any swimming pool shall not be less than four feet from any lot line, wall, fence, structure or building, unless a more stringent requirement is provided for elsewhere in this code.

(2) No connection shall be made to the sanitary sewer or septic system.

(3) Gaseous chlorination systems shall not be used for disinfecting swimming pool waters.

(4) Swimming pools shall be located from well and septic systems in accordance with the Wisconsin State Plumbing Code, Wis. Admin. Code § SPS 383.

(d) Fences or Other Safety Measures.

(1) All non-temporary swimming pools not enclosed within a permanent building shall be completely enclosed by a decorative fence of sufficient strength to prevent access to the swimming pool, not less than four feet in height and so constructed as not to have voids, holes or

openings larger than four inches in one dimension. No fence shall be located, erected, constructed or maintained closer than four feet to a swimming pool. Gates or doors shall be equipped with a self-closing and self-latching device for keeping the gate or door securely closed at all times when not in actual use. Latches shall be located at least three feet above the ground, accessible deck or stairs. Temporary non-decorative fencing may be approved by the Department of Community Development for a period not to exceed 30 days where necessitated by construction and or safety concerns.

(2) The wall of the house or building facing a swimming pool may be incorporated as a portion of the fence required under paragraph (1) above provided that the swimming pool is equipped with at least one of the following:

a. Removable mesh fencing that meets the standards of ASTM Specification F2286 in conjunction with a gate that is self-closing and self-latching and can accommodate a key lockable device.

b. Exit alarms on all doors within a residence that provide direct access to the swimming pool or spa. The exit alarm may cause either an alarm noise or a verbal warning, such as a repeating notification that "the door to the pool is open."

c. A self-closing, self-latching device with a release mechanism placed no lower than 36 inches above the floor on all doors of a residence providing direct access to the swimming pool or spa.

(3) In lieu of a fence under paragraph (1) above, a swimming pool may utilize a power safety cover provided that:

a. The pool is located on a single-family residential parcel within a single-family residential zoning district;

b. The power safety cover is in working order;

c. The power safety cover is closed and secured at all times where the pool is not in use by a person of at least 15 years of age or under supervision of a person who is outdoors, within 10 feet of the pool, and is at least 15 years of age;

d. The water line of the pool is not closer than 30 feet from

any lot line; and

e. The pool is also equipped with at least one of the following:

i. Removable mesh fencing that meets the standards of ASTM Specification F2286 in conjunction with a gate that is self-closing and self-latching and can accommodate a key lockable device.

ii. Exit alarms on all doors within a residence that provide direct access to the swimming pool or spa. The exit alarm may cause either an alarm noise or a verbal warning, such as a repeating notification that "the door to the pool is open."

iii. A self-closing, self-latching device with a release mechanism placed no lower than 36 inches above the floor on all doors of a residence providing direct access to the swimming pool or spa.

(4) Above ground swimming pools with platforms and railings that are four feet or more in height above ground and temporary pools are not required to be enclosed as provided in paragraph (1) above; however, all ladders and stairways providing access to such swimming pools shall be removed from the swimming pool or shall be adequately fenced and fitted with gates or folded up and locked to prevent entry when the swimming pool is not in use.

(5) Spas and hot tubs are exempt from the fence requirement under paragraph (1) above provided that such spa or hot tub has a locking safety cover which is certified to meet ASTM specification 1346-91 and which shall be in place and locked when the hot tub or spa is not in use.

(e) Electrical Requirements. All electrical installations shall require separate permits and shall be governed by the City or State Electrical Code.

(f) Pool Lights. If overhead flood or other artificial lights are used to illuminate the swimming pool at night, such lights shall be shielded to direct light only on the swimming pool.

(g) Swimming Pool Decks. All decks shall be constructed in accordance with the Uniform Building Code. Decking shall be considered an integral part of the swimming pool and shall comply with the applicable setback dimensions per the

local zoning code.

(h) Drainage. In no case shall any swimming pool be drained onto lands of property owners other than the owner of the swimming pool. Drainage shall be in accordance with city code.

(i) Use of Swimming Pool. No swimming pool shall be so operated as to create a nuisance, a hazard or an eyesore or otherwise to result in a substantial adverse effect on neighboring properties. Repeated violations of this code shall constitute a public nuisance, abatement of which may include removal of the pool in addition to all other remedies available by law.

(j) Applicability of codes and standards. Where this section adopts or references a specific code, standard, specification or the like, such adoption or reference shall include all amendments and revisions thereto, and the most recent version in effect at the time a pool (or any of its safety features) is constructed, installed, changed, remodeled, or enlarged shall apply.

SECTION II

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

SECTION III

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

SECTION IV

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

_____

Approved by: Andrew Nerbun, Mayor

Date Approved: April 11, 2023

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 11, 2023.

_____

Caroline Fochs, City Clerk

Published: _____

10-26 – Residential Swimming Pools.

No person shall construct, install or enlarge a residential swimming pool not enclosed in a permanent building within the city except in accordance with the following regulations.

(a) Definitions.

(1) "Swimming pool" means any depression in the ground, either temporary or permanent, or a container of water, either temporary or permanent and either above or below the ground, in which water more than 18 inches deep is contained and which is used primarily for the purpose of bathing or swimming. "Swimming pool" includes a spa, hot tub, and temporary pool unless otherwise specifically excluded within this section.

(2) "Temporary pool" means any swimming pool that has a surface area of less than 314.159 square feet (20-foot diameter) which is installed for any length of time less than four (4) months and which is installed after May 1 and removed by September 30 in the same year.

(3) “Power safety cover” means a barrier which can be placed over the water area of a pool that provides a high level of safety for children under the age of five by inhibiting their access to the water which ~~meets all of the following minimum qualifications:~~

~~a. Static Load – the power safety cover shall hold a minimum weight of 2,000 pounds, irrespective of the width or diameter of the pool.~~

~~b. Operating switch – the switching device shall be:~~

~~i. located a minimum of five feet above the ground or surface below such switching device; and~~

~~ii. locked in a secure enclosure, or operated by a key or touchpad.~~

c. ~~Except as provided above, the power safety cover shall be~~ is certified to meet the minimum qualification criteria for a Power Safety Cover as specified in American Society for Testing and Materials (ASTM) specification 1346-91 **provided that any operating switch be located within the line of sight of the operation of the cover and is operated by a secure key or keypad. An operating switch that is not operated by a key or keypad shall be installed at least 5 feet above the surface below the switch**.

(4) “Decorative” as applied to fences means that a fence is made of PVC, wrought iron, or aluminum pickets, or is a painted or stained shadow-box or board-on-board type fence, or similar design as approved by the Department of Community

Attachment: Swimming Pool Ordinance Update - 2-23 Blackline (ORDINANCE 2023-1648 : Ordinance re Pool Cover Updates)

Development. Decorative shall not include chain link, snow or other temporary fencing.

(b) Permit.

(1) Required. No person shall construct, install, enlarge or alter any private swimming pool, including changing any fence or safety device, unless a permit therefor has first been obtained from the Building Inspector. A temporary pool shall be exempt from this permit requirement.

(2) Application. The following information shall be required:

a. Survey or accurate drawing of the property, in duplicate, showing all existing structures, proposed swimming pool or spa location, fencing if required, and overhead or underground electrical wiring.

b. Type of pool installation, above ground or in-ground.

c. Pool height above highest point of grade if above ground installations.

d. Type and height of fence, if proposed.

e. Type and support of decking, if proposed.

f. Type and location of safety features to be installed, if proposed.

g. Overall size and locations of the above in regard to existing buildings and lot lines for property survey reference.

h. Any change in finished grade near pool.

i. County Health Department approval for properties using a private septic system, where applicable.

j. Site inspection letter from a local wiring utility.

k. Two copies of a brochure which shows the type, style, etc. of the swimming pool and safety features to be installed.

(c) Construction Requirements.

(1) No swimming pool shall be located, erected, constructed or maintained within any front yard or closer to any side or rear lot line than allowed by Chapter 58 for permitted accessory structures, and the waterline of any swimming pool shall not be less than four feet from any lot line, wall, fence, structure or building, unless a more stringent requirement is provided for elsewhere in this code.

Attachment: Swimming Pool Ordinance Update - 2-23 Blackline (ORDINANCE 2023-1648 : Ordinance re Pool Cover Updates)

(2) No connection shall be made to the sanitary sewer or septic system.

(3) Gaseous chlorination systems shall not be used for disinfecting swimming pool waters.

(4) Swimming pools shall be located from well and septic systems in accordance with the Wisconsin State Plumbing Code, Wis. Admin. Code § SPS 383.

(d) Fences or Other Safety Measures.

(1) All non-temporary swimming pools not enclosed within a permanent building shall be completely enclosed by a decorative fence of sufficient strength to prevent access to the swimming pool, not less than four feet in height and so constructed as not to have voids, holes or openings larger than four inches in one dimension. No fence shall be located, erected, constructed or maintained closer than four feet to a swimming pool. Gates or doors shall be equipped with a self-closing and self-latching device for keeping the gate or door securely closed at all times when not in actual use. Latches shall be located at least three feet above the ground, accessible deck or stairs. Temporary non-decorative fencing may be approved by the Department of Community Development for a period not to exceed 30 days where necessitated by construction and or safety concerns.

(2) The wall of the house or building facing a swimming pool may be incorporated as a portion of the fence required under paragraph (1) above provided that the swimming pool is equipped with at least one of the following:

a. Removable mesh fencing that meets the standards of ASTM Specification F2286 in conjunction with a gate that is self-closing and self-latching and can accommodate a key lockable device.

b. Exit alarms on all doors within a residence that provide direct access to the swimming pool or spa. The exit alarm may cause either an alarm noise or a verbal warning, such as a repeating notification that “the door to the pool is open.”

c. A self-closing, self-latching device with a release mechanism placed no lower than **36**~~54~~ inches above the floor on all doors of a residence providing direct access to the swimming pool or spa.

(3) In lieu of a fence under paragraph (1) above, a swimming pool may utilize a power safety cover provided that:

a. The pool is located on a single-family residential parcel within a single-family residential zoning district;

Attachment: Swimming Pool Ordinance Update - 2-23 Blackline (ORDINANCE 2023-1648 : Ordinance re Pool Cover Updates)

b. The power safety cover is in working order;

c. The power safety cover is closed and secured at all times where the pool is not in use by a person of at least 15 years of age or under supervision of a person who is outdoors, within 10 feet of the pool, and is at least 15 years of age;

d. The water line of the pool is not closer than 30 feet from any lot line; and

e. The pool is also equipped with~~:~~

~~i. An alarm that, when placed in a swimming pool or spa, will sound upon detection of accidental or unauthorized entrance into the water. The alarm shall meet and be independently certified to the ASTM Standard F2208 "Standard Safety Specification for Residential Pool Alarms," which includes surface motion, pressure, sonar, laser, and infrared type alarms. A swimming protection alarm feature designed for individual use, including an alarm attached to a child that sounds when the child exceeds a certain distance or becomes submerged in water, is not a qualifying drowning prevention safety feature.~~

~~ii. And~~ at least one of the following:

1. Removable mesh fencing that meets the standards of ASTM Specification F2286 in conjunction with a gate that is self-closing and self-latching and can accommodate a key lockable device.

2. Exit alarms on all doors within a residence that provide direct access to the swimming pool or spa. The exit alarm may cause either an alarm noise or a verbal warning, such as a repeating notification that "the door to the pool is open."

3. A self-closing, self-latching device with a release mechanism placed no lower than **36**~~54~~ inches above the floor on all doors of a residence providing direct access to the swimming pool or spa.

(4) Above ground swimming pools with platforms and railings that are four feet or more in height above ground and temporary pools are not required to be enclosed as provided in paragraph (1) above; however, all ladders and stairways providing access to such swimming pools shall be removed from the swimming pool or shall be adequately fenced and fitted with gates or folded up and locked to prevent entry when the swimming pool is not in use.

Attachment: Swimming Pool Ordinance Update - 2-23 Blackline (ORDINANCE 2023-1648 : Ordinance re Pool Cover Updates)

(5) Spas and hot tubs are exempt from the fence requirement under paragraph (1) above provided that such spa or hot tub has a locking safety cover which is certified to meet ASTM specification 1346-91 and which shall be in place and locked when the hot tub or spa is not in use.

(e) Electrical Requirements. All electrical installations shall require separate permits and shall be governed by the City or State Electrical Code.

(f) Pool Lights. If overhead flood or other artificial lights are used to illuminate the swimming pool at night, such lights shall be shielded to direct light only on the swimming pool.

(g) Swimming Pool Decks. All decks shall be constructed in accordance with the Uniform Building Code. Decking shall be considered an integral part of the swimming pool and shall comply with the applicable setback dimensions per the local zoning code.

(h) Drainage. In no case shall any swimming pool be drained onto lands of property owners other than the owner of the swimming pool. Drainage shall be in accordance with city code.

(i) Use of Swimming Pool. No swimming pool shall be so operated as to create a nuisance, a hazard or an eyesore or otherwise to result in a substantial adverse effect on neighboring properties. Repeated violations of this code shall constitute a public nuisance, abatement of which may include removal of the pool in addition to all other remedies available by law.

(j) Applicability of codes and standards. Where this section adopts or references a specific code, standard, specification or the like, such adoption or reference shall include all amendments and revisions thereto, and the most recent version in effect at the time a pool (or any of its safety features) is constructed, installed, changed, remodeled, or enlarged shall apply.

Attachment: Swimming Pool Ordinance Update - 2-23 Blackline (ORDINANCE 2023-1648 : Ordinance re Pool Cover Updates)

Basic Capacity Calculation

$$Capactity = Area \times Capactity\ Per\ Area\ of\ Unit$$

ASTM Standard

ASTM Standard provides the following certification test:

> This test shall be conducted to demonstrate that the cover is capable of supporting a weight of (a) 485 lbs (composed of one 210-lb, one 225-lb or one 50-lb weight) for pools or spas within a width or diameter greater than 8 ft or (b) 275 lbs (composed of one 225-lb and one 50-lb weight) for a pool or a spa with a width or diameter equal to or less than 8 ft distributed over 1 ft^2 each, all of which are within a 3-ft radius without the test objects causing damage which would allow any of the test objects to pass through the cover.

Two components: Large Pools and Small Pools

Large Pools

Total of 485 pounds spread over 28.274 sq. ft. ($28.274 sq.ft. = \pi 3 ft.^2$) results:

$$485 lbs \div 28.274\ sq.ft. = \frac{17.153 lbs}{sq.ft.}$$

1. Assuming pool with minimum diameter of 8 feet per the standard:

   Area: $50.265\ sq.ft. = \pi 4 ft.^2$

   Capacity: $862.19\ lbs = 50.265\ sq.ft. \times 17.153 \frac{lbs}{sq.ft.}$

2. Assuming a pool with 16-foot diameter:

   Area: $201.06\ sq.ft. = \pi 8 ft.^2$

   Capacity: $3{,}448.81\ lbs = 201.06\ sq.ft. \times 17.153 \frac{lbs}{sq.ft.}$

3. Assuming Rectangular Pool 12 x 24:

   Area: $288\ sq.ft. = 12 ft. \times 24 ft.$

   Capacity: $4{,}940.064\ lbs = 288\ sq.ft. \times 17.153 \frac{lbs}{sq.ft.}$

Attachment: Pool Cover Capacity Calculation (ORDINANCE 2023-1648 : Ordinance re Pool Cover Updates)

4. Assuming Rectangular Pool 16 x 32:

   Area: $512\ sq.ft. = 16ft.\ \times\ 32ft.$

   Capacity: $8{,}782.336\ lbs\ =\ 512\ sq.ft.\ \times\ 17.153\frac{lbs}{sq.ft.}$

Small Pools

Total of 275 pounds spread over 28.274 sq. ft. ($28.274 = \pi 3^2$) results:

$$275lbs\ \div 28.274\ sq.ft. = \frac{9.726lbs}{sq.ft.}$$

1. Assuming pool with a 6-foot diameter:

   Area: $28.274\ sq.ft. = \pi 3ft.^2$

   Capacity: $274.993\ lbs\ =\ 28.274\ sq.ft.\ \times\ 9.726\frac{lbs}{sq.ft.}$

Attachment: Pool Cover Capacity Calculation (ORDINANCE 2023-1648 : Ordinance re Pool Cover Updates)

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

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

TO: **Common Council**
FROM: **Kim Tollefson, Director of Community Development**
DATE: **April 11, 2023**
SUBJECT: **ORDINANCE 2023-1649 An Ordinance Amending the City of Mequon Operating Budget for Fiscal Year 2023 to Provide Supplemental Building Inspection Services, in an Amount Not-to-Exceed $91,520**

Background

The Community Development Department is seeking a budget amendment not-to-exceed $91,520 for contracted services in order to maintain its ability to conduct all required inspections in a timely manner. This budget amendment ordinance is being proposed in conjunction with an accompanying resolution to authorize a contract with Bella Consultants, LLC to provide supplemental building inspection services.

Analysis

Historically, the City has relied on contracted services, even when fully staffed, to fulfill the needs of the Department when staff are away on vacations, attending required training, or during vacancies. Contracted services are necessary to provide the expected level of service to the contractors doing work in the City.

Fiscal Impact

Staff estimates contracted services will be required approximately two days per week, eight hours per day for the remainder of the year. The proposed contract with Bella Consulting, LLC is for an hourly rate of $110. Current Inspections Division staff are expected to acquire additional State inspection credentials throughout the year, which will reduce the level of contracted services required. Staff is requesting a budget amendment for contracted services in an amount not-to-exceed $91,520.

While this is an increase to the current Inspections Division operating budget, the Division consistently provides a surplus of revenue. Exhibit A shows the history of revenue generated since 2000. Over the past 5 years, the average surplus was $225,944, which includes a 23% estimate of overhead costs.

Staff Summary

Staff recommends approval of a budget amendment to contracted services in an amount not-to-exceed $91,520, in order to provide the required inspections to the contractors doing business in the City of Mequon. Staff further recommends contracting with Bella Consultants, LLC for these contracted services.

Recommendation
A recommendation is forthcoming by the Finance-Personnel Committee on April 11, 2023.

Attachments:
Inspections Division Revenue(PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2023-1649

An Ordinance Amending the City of Mequon Operating Budget for Fiscal Year 2023 to Provide Supplemental Building Inspection Services, in an Amount Not-to-Exceed $91,520

RECITALS

A. On November 9, 2022, the City of Mequon adopted its Operating Budget for Fiscal Year 2023, in a total amount of $21,473,099, by approving Ordinance No. 2022-1631.

B. The City of Mequon Inspections Division requires supplemental building inspection services to meet the demands of the construction community and proposes increasing the use of contracted services which results in an expenditure amendment to the Fiscal Year 2023 Operating budget in the amount of $91,520.

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

SECTION I

Ordinance No. 2022-1631, which adopted the City of Mequon Operating Budget for the Fiscal Year 2023 is hereby amended to reflect the inclusion of an additional $91,520 expenditure in account 110244-683201.

SECTION II

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

SECTION III

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

SECTION IV

This Ordinance shall become effective immediately upon its approval and adoptions, as provided by law.

_____
Approved by: Andrew Nerbun, Mayor

Date Approved: April 11, 2023

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 11, 2023.

_____

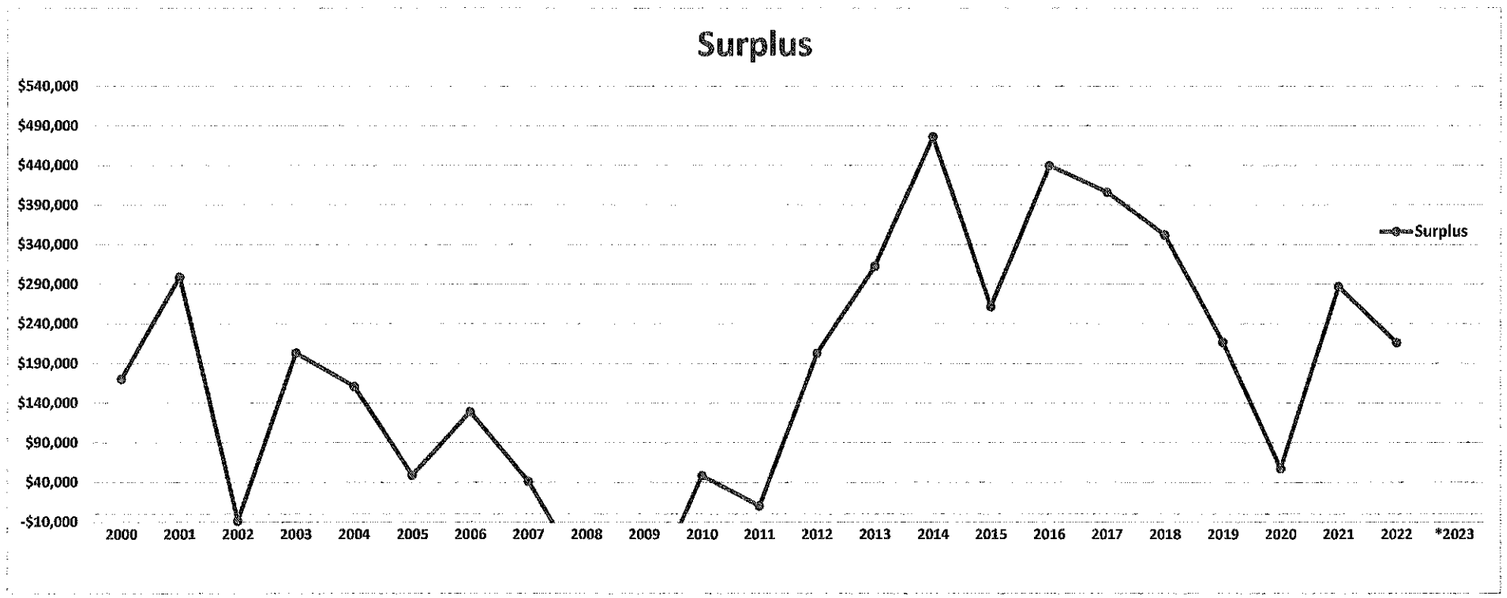
Caroline Fochs, City Clerk

Published: _____

Exhibit A

Year	Staffing Level - Listed	Staffing level - Actual	Total permits issued	Single Family	Fees Collected	Actual Exp.	Overhead (23%)	Difference	% surplus	Notes
2000	6.5	5.5	4085	68	$509,022	$275,365	$63,334	$170,323	50%	1 vacant (Deputy BI) - Had 2 full time secretaries
2001	7	6	3773	70	$688,512	$316,771	$72,857	$298,884	77%	1 vacant (Deputy BI) - Added PC reduced one secrecary to PT
2002	7	6	4008	64	$488,761	$404,451	$93,024	($8,714)	-2%	Same as 2001
2003	7	5.5	4268	59	$710,503	$412,218	$94,810	$203,475	40%	2 vacant Part time Admin and Deputy BI
2004	7	5.5	4007	60	$697,308	$436,133	$100,311	$160,864	30%	2 vacant Part time Admin and Deputy BI
2005	6	5.5	3997	60	$608,329	$454,704	$104,582	$49,043	9%	Part time Admin removed 1 vacant (Deputy BI)
2006	5.5	5.5	3810	64	$698,062	$462,645	$106,408	$129,009	23%	Deputy Inspector removed
2007	5.5	4.5	3595	50	$615,203	$466,727	$107,347	$41,129	7%	Same as 2006
2008	5.5	4.5	3617	25	$487,847	$464,747	$106,892	($83,792)	-15%	Same as 2006
2009	5	5	3142	19	$464,839	$471,464	$108,437	($115,062)	-20%	Added part time secretary
2010	4	4	3120	21	$485,637	$355,212	$81,699	$48,727	11%	Down one inspector
2011	3.5	3.5	3214	23	$455,384	$361,782	$83,210	$10,393	2%	Lost part time secretary
2012	3.5	3.5	3406	24	$630,608	$347,700	$79,971	$202,937	47%	Same as 2011
2013	3.5	3.5	3834	60	$734,540	$343,082	$78,909	$312,549	74%	Same as 2011
2014	3.5	3.5	3978	61	$869,248	$319,628	$73,514	$476,106	121%	Eliminated Chief Inspector replaced with Inspector
2015	3.5	3.5	3918	46	$695,941	$353,177	$81,231	$261,533	60%	Same as 2014
2016	4.5	4.5	3607	55	$916,521	$387,768	$89,187	$439,566	92%	Chief Inspector added
2017	4.5	4.5	3990	71	$918,435	$416,651	$95,830	$405,954	79%	Same as 2016
2018	4.5	4.5	3881	52	$951,791	$487,609	$112,150	$352,032	59%	
2019	6	6	3814	55	$911,378	$564,720	$129,886	$216,772	31%	
2020	6	5	3808	55	$670,831	$498,551	$114,667	$57,613	9%	
2021	5	5	4109	46	$909,135	$505,730	$116,318	$287,087	46%	
2022	5	5	4123	94	$830,179	$499,155	$114,806	$216,218	35%	
*2023	5	5	697	9	$126,252					
					$16,074,267	$9,605,990	$2,209,378	$4,258,899	$6,468,277	

*As of 2/28/23



Attachment: Inspections Division Revenue (ORDINANCE 2023-1649 : 2023 Budget Amendment Inspection Services)

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

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

TO: **Common Council**
FROM: **Jac Zader, Assistant Director Community Development**
DATE: **April 11, 2023**
SUBJECT: **RESOLUTION 4037 A Resolution Approving a Contract for Supplemental Building Inspection Services with Bella Consulting, LLC through December 31, 2023, at an Annual Estimated Cost of $91,520**

Background

The Department of Community Development is seeking a budget amendment in an amount not-to-exceed $91,520 for contracted inspections services to maintain the ability to conduct all required inspections in a timely manner. This resolution seeks contract approval with Bella Consultants, LLC for said services (Exhibit A).

In 2022, the Inspections Division experienced a significant amount of turnover. The City's former Inspections Supervisor resigned in June and its long-time Plumbing Inspector retired in December. Thereafter, Inspector Greg Golden was promoted to the position of Building Inspections Supervisor in October, leaving two inspector positions vacant. Despite aggressive recruitment, the City was unable to attract fully-certified inspectors to fill these positions. Historically, the Division has attempted to align staffing levels based on multiple factors, including development market conditions, department mergers and succession planning.

While none of the Building Inspector applicants was fully-certified, there were two candidates that had unique skillsets and backgrounds that were attractive to the City. One candidate had the necessary plumbing credential to continue inspecting commercial plumbing projects and the second candidate had a solid background in construction. Accordingly, the two candidates were offered positions in the Inspections Division with the intent to train them while they worked towards obtaining their state inspector credentials. Consequently, it is anticipated that additional contracted services will be required until the end of 2023, at which time it is expected that each of the two inspectors will have achieved full certification.

Analysis

In the past, the City has relied on contracted services to fulfill the needs of the Division when staff was away on vacations, attending required training, during vacancies. Contracted services are necessary to provide the expected level of service to contractors doing work in the City during such times. For the past the several years, the Department has contracted with Lake Country Inspections, utilizing the services of Bob Blankenheim. Mr. Blankenheim is an expert in the field, has all the necessary credentials, and shares the same philosophies the Department looks for in an employee. He is a known commodity and has been a beneficial mentor to the new inspectors. Staff recommends continuing the Department's contract with Mr. Blankenheim through his personal business, Bella Consulting, LLC.

Staff has investigated other options to fulfill these needs. The first was to contract all inspections out to a private inspection agency. The cost for this option varies but industry standard is to retain approximately 80% of the permit fee. The loss of revenue to the City from permit fees makes this option undesirable. The creation of a part-time position, likely with an experienced, retired inspector, was also considered. A part-time position does not provide flexibility to regulate the hours worked only as needed, potentially resulting in an excess expenditure of funds. As an example, during peak times, contracted services are added as necessary and during slow times, services are simply reduced. Additionally, this 'contracted services approach' does not require any benefits to be paid and does not require use of a City vehicle.

Fiscal Impact

Staff estimates contracted services will be required approximately two days per week, eight hours per day for the remainder of the year. The proposed contract with Bella Consulting, LLC is for an hourly rate of $110. As noted, the Department expects that current staff will acquire additional State inspection credentials over the course of this year, which should reduce the amount of contracted services required. Since it is difficult to predict when this will occur, staff is requesting approval of a contract and subsequent budget amendment in an amount not-to-exceed $91,520.

While this is an increase to the current budget, the Inspections Division revenue consistently delivers a surplus of revenue. Exhibit B shows the history of revenue generated since 2000. Over the course of the past five years, the average revenue surplus was $225,944.

Recommendation

A recommendation is forthcoming from the Finance-Personnel Committee on April 11, 2023.

Attachments:
Exhibit A Inspections Revenue History (PDF)
Exhibit B 2023 Mequon Contract Bella Consulting FINAL (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4037

A Resolution Approving a Contract for Supplemental Building Inspection Services with Bella Consulting, LLC through December 31, 2023, at an Annual Estimated Cost of $91,520

RECITALS

A. The City of Mequon is required to perform inspections in a timely manner.

B. State certifications are required in order to conduct inspections in accordance with state law.

C. The Inspections Division is currently working to overcome a temporary shortage of certified inspectors to conduct all required inspections in a timely manner.

D. Historically, the City has relied on contracted services to fulfill the needs of the Inspections Division.

E. Finance-Personnel Committee approval is forthcoming on April 11, 2023, for a budget amendment not to exceed $91,520 for contracted services.

F. Finance-Personnel Committee approval is forthcoming on April 11, 2023, for a contract with Bella Consulting, LLC to perform required inspections through December 31, 2023.

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

1. The service contract with Bella Consulting, LLC of Hartford, 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 11, 2023

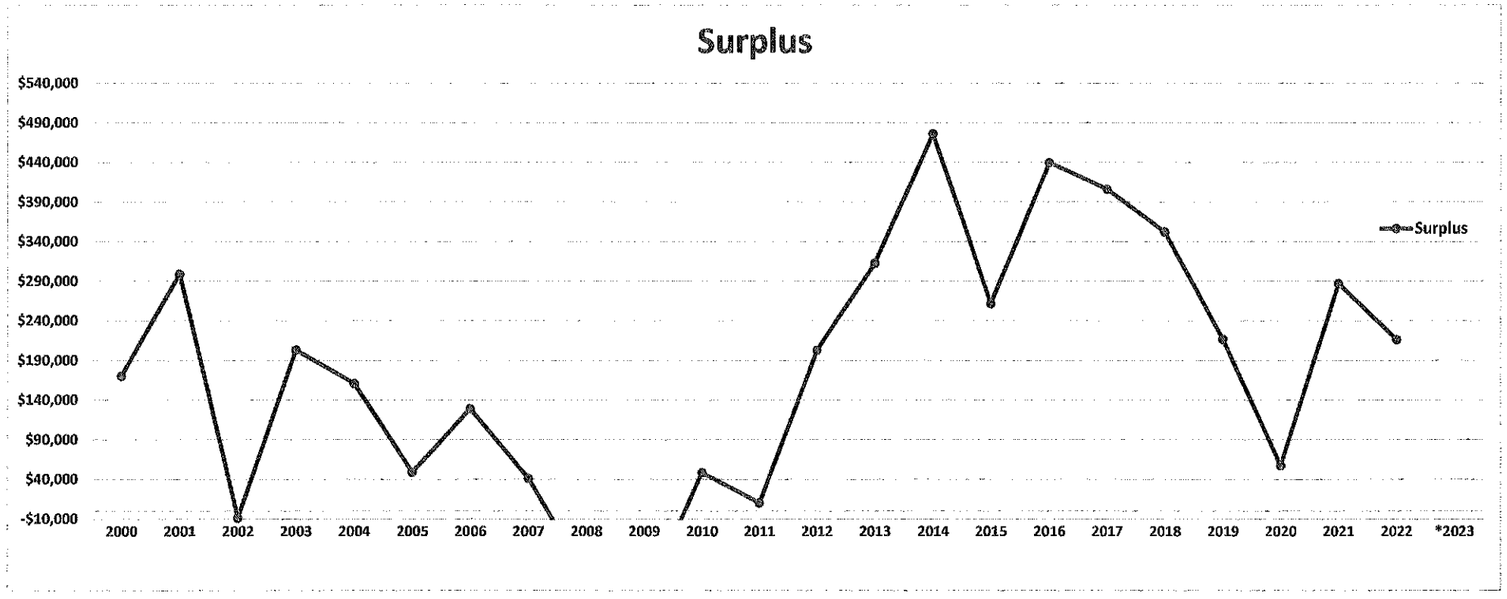
I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 11, 2023.

Caroline Fochs, City Clerk

Exhibit A

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					$16,074,267	$9,605,990	$2,209,378	$4,258,899	$6,468,277	

*As of 2/28/23



Attachment: Exhibit A Inspections Revenue History (RESOLUTION 4037 : Contracted Services Inspections)

BELLA CONSULTING, LLC
CONTRACT FOR SERVICES
April 1, 2023 to Dec. 31, 2023

As the City of Mequon requires professional building inspection services to meet the needs of its residences and businesses, Bella Consulting, LLC, a Wisconsin Limited Liability Company, proposes to provide building inspection services to the City of Mequon for such inspection services.

In response, the parties agree as follows:

1. Bella Consulting, LLC will provide a building inspector, duly licensed and certified in the State of Wisconsin, to the City of Mequon whose duties include building and mechanical field inspections, necessary services related to contacts with residents, business owners and municipal representatives, and associated tasks necessary to meet the City's building inspection needs.

2. Each building inspector shall be certified in the categories in which they are inspecting, which may include any or all of the following: UDC Construction, HVAC, Electrical, Plumbing, Commercial Construction, Commercial Plumbing and Commercial Electrical as defined in SPS 305 of the Wisconsin Administrative Code.

3. Bella Consulting, LLC will provide the following for the building inspectors:

   A. Inspector(s) salary
   B. Field communication equipment
   C. Vehicle or mileage/allowance for the inspectors
   D. Wisconsin license fees for Bella Consulting, LLC and inspectors

4. The term of this agreement shall be from the date this agreement is signed or effective until Dec. 31, 2023. Should neither party act to terminate this agreement prior to the expiration date, this agreement will automatically renew (annually) for a one-year term. This agreement can be terminated by either party with 90 days written notice. Any notice to the City of Mequon will be sent to the municipal clerk. Any notice to Bella Consulting, LLC will be sent to Bella Consulting, LLC, 6909 Sconfinato Dr., Hartford, WI 53027

5. Bella Consulting, LLC agrees to indemnify the City of Mequon, its officials, employees and agents from and against any and all claims, suits, demands or causes of action, arising out of any act or omission of Bella Consulting, LLC, and causing injury to any person or persons or property, (whomsoever and whatsoever or arising from Bella Consulting, LLC's negligence). Correspondingly, the City of Mequon agrees to indemnify Bella Consulting, LLC, its members, managers, employees and agents from and against any and all claims, suits,

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Attachment: Exhibit B 2023 Mequon Contract Bella Consulting FINAL (RESOLUTION 4037 : Contracted Services Inspections)

demands or causes of action, arising out of any act or omission of the City of Mequon, and causing injury to any person or persons or property, (whomsoever and whatsoever or arising from the negligence of the City of Mequon, its employees or officials). Each party hereto agrees to carry comprehensive general liability insurance and to provide each other with evidence of such coverage upon request.

6. The City of Mequon will compensate Bella Consulting, LLC for any activities and meetings related to the duties described in this contract at the rate of $110 per hour, including travel time, for all such duties and meetings performed during the business hours of 7 a.m. to 5 p.m. Monday through Friday ("normal business hours"). The City of Mequon will compensate Bella Consulting, LLC for all such duties and meetings required to occur other than during normal business hours at the rate of $125 per hour including travel time. There will be a one-hour minimum charge per inspection trip, meeting, or any duties performed under this paragraph.

7. Bella Consulting, LLC will provide a monthly statement for services rendered. The City of Mequon will compensate Bella Consulting, LLC by the 15th of the month following the period services were rendered, or as mutually agreed upon by the City of Mequon and Bella Consulting, LLC.

8. Bella Consulting, LLC agrees to provide these services, as needed, beginning the date of this document authentication, as evidenced, by signatures and date or as mutually agreeable.

9. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. This agreement sets forth the entire agreement of the parties covering the subject matter hereof and supersedes all prior agreements, understandings, and conditions whether oral or written relating to the subject matter hereof.

10. Any future revision, modification, amendment or waiver of any of the provisions of this agreement shall be effective only if made in writing dated, signed and executed with the same formality as this agreement. Any such provision, modification, or amendment shall specifically provide that it is intended to revise, modify or amend this agreement. No oral revisions, modifications or amendments shall be effective to revise, modify, amend or waive any terms or conditions of this agreement.

11. This agreement and the rights, interests and benefits hereunder shall not be assigned, transferred, pledged or hypothecated in any way without the prior written consent of both parties to this agreement. Further, this agreement shall not be subject to execution, attachment or similar process. Any attempt to assign, transfer, pledge or hypothecate or make any other disposition or the levy or any attachment or similar process thereon shall be null and void and without effect.

12. The invalidity of any paragraph or subparagraph of this agreement shall not affect the

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Attachment: Exhibit B 2023 Mequon Contract Bella Consulting FINAL (RESOLUTION 4037 : Contracted Services Inspections)

validity of any other paragraph or subparagraph. In the event that any paragraph or subparagraph therein shall be held invalid by any court or competent jurisdiction, such determination shall not result in holding that any other paragraph or subparagraph herein is not valid and enforceable, and the balance of this agreement shall be construed to provide the parties with the economic realities to each as intended by this agreement.

13. A party's waiver of any breach or the failure to exercise any of the rights contained within this agreement shall not be deemed a waiver of any subsequent breach or subsequent right to enforce any paragraph or subparagraph herein.

14. This agreement shall be governed by the laws of the State of Wisconsin without reference to principles of conflict of law.

15. The parties agree that this agreement was negotiated fairly between them at arm's length and that the final terms of this agreement are the product of the parties' negotiations. Each party warrants and represents that it has sought and received legal counsel of its own choosing with regard to the contents of this agreement and the rights and obligations affected hereby. The parties agree that this agreement shall be deemed to have been jointly and equally drafted by them, and that the provisions of this agreement therefore shall 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) of this agreement.

16. Either party shall not be deemed in default of this agreement to the extent that performance of its obligations or attempts to cure any breach are delayed, restricted or prevented by reason of any act of God, fire, natural disaster, act of government, strikes or labor disputes, inability to provide raw materials, power, or supplies, or any other act or condition beyond the reasonable control of the party; provided, that the party so affected uses its best efforts to avoid or remove the causes of non-performance and continues performance hereunder immediately after those causes are removed. Upon such circumstances arising, the parties shall meet forthwith to discuss what, if any, modification may be required to the terms and conditions of this agreement.

17. This agreement may be executed on one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single agreement. Facsimile signatures are acceptable in lieu of originals.

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Attachment: Exhibit B 2023 Mequon Contract Bella Consulting FINAL (RESOLUTION 4037 : Contracted Services Inspections)

Robert Blankenheim **date**
Bella Consulting, LLC (agency)

City of Mequon **title** **date**
acknowledged and accepted

Effective date: April 1, 2023 to Dec. 31, 2023

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Attachment: Exhibit B 2023 Mequon Contract Bella Consulting FINAL (RESOLUTION 4037 : Contracted Services Inspections)

11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2941
Fax: 262-242-9655
www.ci.mequon.wi.us
Office of Administration

TO: **Common Council**
FROM: **Justin Schoenemann, Assistant City Administrator**
DATE: **April 3, 2023**
SUBJECT: **RESOLUTION 4038 A Resolution Adopting a Revised Fiscal Year 2023 Compensation Plan for Non-Represented Employees, and Allocating $49,215 to Align Various Salaries with the New Pay Grades Contained Therein**

Background

In June of 2022, the City of Mequon executed a contract with GovHR for an evaluation of the City's compensation structure to ensure market competitiveness for all non-represented positions. A study was necessary to position the organization well in a tightening labor market due to continued low unemployment, while remaining fiscally reasonable when compared to other employers. Additionally, the study's intent was to allow the City to verify that the organization is paying fair salaries to retain employees. The last time the City completed a compensation analysis was in 2014 with the assistance of Verisight, which established the City's current compensation structure.

Since completion of the 2014 study, the City has provided non-represented employees with a cost-of-living adjustment each year, as well as a merit increase on top of annual cost-of-living adjustments in 2019 and 2020. The merit system was suspended in 2021 due to the impacts of COVID-19 and the organization's need to pivot resources to maintain existing staffing levels. As such, employees received a 1% wage adjustment for that year. In 2022, all employees who satisfactorily completed an annual evaluation received a 2.5% wage increase. Subsequently, the City provided a 3% wage adjustment for employees in 2023, in recognition of the impact that higher inflation has had since early 2022. Below is a table that depicts the City's' year-over-year wage adjustments for non-represented employees.

Annual Cost of Living Adustment (COLA) for Non-Represented Employees									
Year	2015	2016	2017	2018	2019	2020	2021	2022	2023
COLA	2%	1.75%	1.50%	1.75%	2% + 1%	2% + 1%	1%	2.50%	3%

Following the presentation of the study's findings in January of 2023, City staff has worked to finalize the report, a copy of which is attached. Since that time, the City Administrator's Office has been evaluating the initial implementation goals of the study.

Analysis

The study recommends the City continue its use of a pay plan with open ranges. Such a pay plan has salary ranges with minimums and maximums, but without defined percentage increments in between. Employees are advanced through ranges based on an annual satisfactory performance

evaluation. Additionally, this format allows maximum flexibility for the City relative to recruitment and funding, as employees can be hired within the range and increases provided annually for meritorious performance can fluctuate based on available funding.

Attached as Exhibit A is the City's current pay plan for comparison purposes and the study's proposed compensation plan is attached as Exhibit B. Based on data gathered in the study, the proposed pay plan eliminates vacant pay grades from the current structure. The newly proposed pay plan has ten pay grades, with one being the lowest and ten being the highest for the City. The plan utilizes the 50th percentile of salary data obtained from comparable organizations and internal job evaluation tools to ensure positions are placed in pay grades that promote internal equity and external competitiveness. The study advises that employees whose current compensation is within range for their classification be slotted into the new pay plan at current pay rates. The study recommends the first implementation action of the City, after the adoption of the new pay plan, is to address the compensation of employees whose present compensation is below the minimum of the range for their respective pay grade within the new pay plan that is hereby proposed for adoption.

Fiscal Analysis

In anticipation of the study's recommendations, the City set aside $50,000 in funds to finance initial implementation costs. As mentioned above, the study's first recommendation after adopting the new pay plan is to address employees with compensation levels below the minimum of their revised pay grades. In all, there are 20 employees below their pay minimum. With the inclusion of payroll taxes and WRS contributions, the City will require $49,215 to fund these associated salary increases. Funding is fully accounted for in the 2023 budget. With that in mind, City staff recommends the Common Council adopt the new pay plan and address employees whose compensation is below the newly revised ranges for Fiscal Year 2023.

Looking ahead, the study proposes additional near-term and longer-term implementation steps to address wages for the City's longer-term employees, and to advance staff members through their pay bands based on performance. City staff will present initial concepts for the implementation of these additional steps at the Finance-Personnel Committee meeting in April and gather feedback for refinement of these next steps. City staff will then work to bring forward a conceptual implementation plan for Common Council consideration later this year.

Recommendation

A recommendation is forthcoming from the Finance-Personnel Committee on February 11, 2023.

Attachments:
Exhibit A - Current Pay Plan (PDF)
Exhibit B - Proposed Pay Plan (PDF)
Compensation Study Final Report (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4038

A Resolution Adopting a Revised Fiscal Year 2023 Compensation Plan for Non-Represented Employees, and Allocating $49,215 to Align Various Salaries with the New Pay Grades Contained Therein

A. The City has completed a classification and compensation study for all non-represented positions that has resulted in a new pay plan for employees who fall within this classification.

B. In accordance with the study, City staff is recommending wages of employees with compensation below the minimum of their pay grade be adjusted to the minimum of their grade, and employees whose wages are within their pay grade be placed as such in the new pay plan.

C. The 2023 budget contains $50,000 in funds to finance the increase in wages for employees below their pay band minimums as of January 1, 2023.

B. The Finance-Personnel Committee has reviewed and recommended to the Common Council the updated 2023 Compensation Plan (Exhibit B) for all non-represented positions and approves the necessary wage adjustments for employees below their pay grade minimum.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED, by the Common Council of the City of Mequon, Wisconsin, that the 2023 Compensation Plan for non-represented employees and associated wage adjustments is approved.

_____
Approved by: Andrew Nerbun, Mayor

Date Approved: April 11, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 11, 2023.

_____
Caroline Fochs, City Clerk

Exhibit A

CITY OF MEQUON, WISCONSIN
CURRENT FY2023 EMPLOYEE COMPENSATION PLAN

	2023 Pay Ranges					
Pay Grades	Minimum	Q1	Midpoint	Q3	Maximum	JOB POSITION
1	$29,213	$31,791	$34,369	$36,946	$39,524	CUSTODIAN
2	$31,551	$34,335	$37,119	$39,903	$42,687	
3	$34,075	$37,081	$40,088	$43,094	$46,101	
4	$36,801	$40,048	$43,295	$46,542	$49,789	
5	$39,746	$43,253	$46,760	$50,266	$53,773	
6	$42,924	$46,712	$50,500	$54,288	$58,075	ACCOUNTING ASSISTANT ADMINISTRATIVE SECRETARY ADMINISTRATIVE CLERK ASSESSMENT TECHNICIAN DEPUTY CLERK HUMAN RESOURCES COORDINATOR PERMIT COORDINATOR RECORDS CLERK UTILITY CLERK
7	$46,359	$50,449	$54,540	$58,630	$62,720	
8	$50,068	$54,486	$58,903	$63,321	$67,739	BUILDINGS MAINTENANCE WORKER EXECUTIVE ASSISTANT FORESTRY WORKER HIGHWAY EQUIPMENT OPERATOR HIGHWAY WORKER HIGHWAY/PARKS WORKER MECHANIC PARKS WORKER SEWER WORKER
9	$54,074	$58,845	$63,616	$68,386	$73,157	ENGINEERING TECHNICIAN I HIGHWAY FOREMAN SEWER FOREMAN

Attachment: Exhibit A - Current Pay Plan (RESOLUTION 4038 : Pay Plan)

Exhibit A

CITY OF MEQUON, WISCONSIN
CURRENT FY2023 EMPLOYEE COMPENSATION PLAN

	2023 Pay Ranges					
Pay Grades	Minimum	Q1	Midpoint	Q3	Maximum	JOB POSITION
10	$58,398	$63,551	$68,704	$73,857	$79,010	ADMINISTRATIVE COORDINATOR ENGINEERING FIELD COORDINATOR INSPECTOR PUBLIC SAFETY IT SPECIALIST PLANNER
11	$63,071	$68,636	$74,201	$79,767	$85,332	ASSISTANT FINANCE DIRECTOR
12	$68,116	$74,126	$80,136	$86,146	$92,156	BUILDINGS SUPERINTENDENT FLEET SUPERINTENDENT HIGHWAY SUPERINTENDENT INSPECTIONS SUPERVISOR SEWER SUPERINTENDENT PARKS & FORESTRY SUPERINTENDENT
13	$74,686	$80,897	$87,108	$93,319	$99,530	INFORMATION TECHNOLOGY MANAGER
14	$79,451	$86,461	$93,471	$100,482	$107,492	
15	$81,518	$90,161	$98,804	$107,447	$116,091	ASSISTANT CITY ADMINISTRATOR ASSISTANT CITY ENGINEER ASST. DIRECTOR - COMMUNITY DEVELOPMENT CITY CLERK DEPUTY DIRECTOR OF UTILITIES DEPUTY DIRECTOR OF PUBLIC WORKS POLICE CAPTAIN
16	$92,670	$100,848	$109,025	$117,202	$125,380	
17	$107,877	$116,394	$124,911	$133,429	$141,946	DIRECTOR OF COMMUNITY DEVELOPMENT DIRECTOR OF PUBLIC WORKS FINANCE DIRECTOR POLICE CHIEF
18	*Established by Employment Contract*					CITY ADMINISTRATOR

Attachment: Exhibit A - Current Pay Plan (RESOLUTION 4038 : Pay Plan)

Exhibit B

CITY OF MEQUON, WISCONSIN
REVISED FY2023 EMPLOYEE PAY PLAN

	2023 Pay Ranges						
Pay Grade	Minimum	Q1	Midpoint	Q3	Maximum	Position Score	POSITION
1	$43,260	$47,045	$50,831	$54,616	$58,401	Up to 345	
2	$47,586	$51,750	$55,914	$60,077	$64,241	350-400	Accounts Receivable Specialist Administrative Assistant Administrative Specialist Assessment Technician Deputy Clerk Records Specialist
3	$52,345	$56,925	$61,505	$66,085	$70,665	405-455	Accounting Specialist Buildings Maintenance Worker Equipment Operator Forestry Worker Highway Worker Human Resource Coordinator Parks Worker Permit Coordinator Sewer Maintenance Worker
4	$58,710	$63,847	$68,984	$74,121	$79,259	460-510	Administrative Coordinator Engineering Field Coordinator Engineering Technician Executive Assistant - Communications Highway Section Foreman Mechanic Sewer Section Foreman
5	$63,407	$68,955	$74,503	$80,051	$85,599	515-565	Associate Planner Inspector Public Safety IT Specialist
6	$68,479	$74,471	$80,463	$86,455	$92,447	570-620	Assistant to the Finance Director Fleet Superintendent
7	$73,958	$80,429	$86,900	$93,372	$99,843	625-675	Buildings Superintendent Highway Superintendent Inspections Supervisor Parks & Forestry Superintendent Sewer Superintendent
8	$84,975	$93,473	$101,970	$110,468	$118,965	680-730	Assistant City Engineer Assistant Community Development Director City Clerk Deputy Director of Public Works Deputy Director of Utilities IT Manager Police Captain
9	$101,970	$112,167	$122,364	$132,561	$142,758	735-785	Assistant City Administrator Director of Community Development Director of Public Works/City Engineer Finance Director Police Chief
10	*Established by Contract*					790+	City Administrator

Attachment: Exhibit B - Proposed Pay Plan (RESOLUTION 4038 : Pay Plan)

City of Mequon

CLASSIFICATION AND COMPENSATION STUDY

FINAL REPORT

March 2023

GovHR USA
GovTEMPS USA

Attachment: Compensation Study Final Report (RESOLUTION 4038 : Pay Plan)

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Attachment: Compensation Study Final Report (RESOLUTION 4038 : Pay Plan)

I. INTRODUCTION

GovHR USA, LLC (GovHR) is pleased to have had the opportunity to work with the City of Mequon on this Classification and Compensation Study. Human resource management is a significant concern as governmental services continue to increase in cost and complexity, and the resources to fund local governments are constrained. Day-to-day operations present challenging administrative problems in planning, organizing, and directing human resource functions in order to achieve maximum efficiency and effectiveness in the delivery of municipal services. A properly developed and administered Classification and Compensation Plan forms the foundation for meeting these challenges. It helps to ensure that the City can not only recruit the best and brightest employees but can also retain those employees, even in a competitive marketplace. By retaining qualified and experienced employees, the City avoids the costs of re-recruitments and lost productivity, while maximizing the benefits of the investments it has made in employees and the institutional and community knowledge acquired by those employees over their tenures.

GovHR understands the high expectations that have been established in Mequon for service delivery and competitiveness in recruiting and retaining excellent employees. These factors have been taken into consideration in the analysis and reflected in the Study results.

A. Scope of Work

The scope of work called for GovHR to carry out the following:

Job Evaluation Analysis and Job Classification System

Below is a list of tasks included in this component of the Study (listed in the order that the work was performed):

- **Study preparation and project meetings**. Met with the Assistant City Administrator to discuss Study methods and expectations, and to review the current Classification and Compensation Plan and organizational structure. GovHR also met with Department Heads to review the project and scope of work.
- **Material distribution**. Prepared a memorandum of explanation, which was distributed to employees. Held meetings with employees to discuss the Job Analysis Questionnaire (JAQ) and to explain the scope and purpose of the Study. Employees were allowed about ten (10) days to complete the questionnaire. The completed questionnaires were then reviewed by each employee's Supervisor and/or Department Head. The JAQs were returned to GovHR within approximately three (3) weeks of distribution.

Attachment: Compensation Study Final Report (RESOLUTION 4038 : Pay Plan)

- **Determined comparable communities and collected compensation data.** GovHR determined a logical survey sample of "like" communities that impact the compensation market of Mequon. Then, GovHR designed and sent out the survey for the benchmark positions covered in the Study. The final list of comparable communities was reviewed in advance with Assistant City Administrator, Department Heads, and the Common Council.
- **Job Evaluation Analysis and Establishment of a Classification Plan**. Upon return of the JAQs by the City, GovHR performed the following:
    - Read each JAQ and corresponding Job Description in its entirety.
    - Conducted virtual interviews with at least one (1) employee in each position covered by the Study to further understand the scope of duties and responsibilities of the position.
    - Applied a measurement system of Job Evaluation Factors to all positions, which formed the basis for internal rankings (equity) of positions.
    - Upon completion of the Job Evaluation measurements, a new Classification Plan was developed.

Salary Survey

The following tasks were included in this component of the Study:

- Tabulated, summarized, and analyzed comparative compensation information obtained from the comparable communities. Prepared pay tabulations that compared the salary ranges of the City of Mequon to the salary ranges of its comparable communities. Prepared comparison calculations at the 50th, 60th, 65th, 75th and 80th percentiles. Displayed data for each jurisdiction and for each position and summarized the data in table form. Based on discussions with the City and the gathered data, developed salary ranges that would establish Mequon as a payer at the 50th percentile of the salary data from the comparable communities, which is consistent with past practice.
- Based on the above data, developed, and recommended new salary schedules and recommended new Job Titles for some positions.
- Analyzed and summarized the FLSA classifications.

Draft and Final Report Preparation

- A preliminary analysis of the data and recommended Classification and Compensation Plan was shared with the Assistant City Administrator and Department Heads.
- A draft report was prepared by GovHR and sent electronically to the City.
- A presentation of the draft findings was conducted for the City Council.
- This final report has been prepared and transmitted electronically.

Attachment: Compensation Study Final Report (RESOLUTION 4038 : Pay Plan)

II. EXECUTIVE SUMMARY

A Classification and Compensation Study encompasses a significant amount of information that can be time consuming to condense and organize into an abbreviated format. Therefore, GovHR has compiled this Executive Summary in order to provide a quick synopsis regarding the major components, findings and recommendations of this Study. The purpose of a well-designed Classification and Compensation Study is twofold. First, it establishes internal equity (ranking) among employees across Departments in the City. Second, it assures external equity/competitiveness by comparing the compensation of Mequon employees against market data.

A. Internal Equity - Classification Plan Development

The Study developed a new Classification Plan for approximately fifty-five (55) non-union positions in the City and Library. To complete this task, the Consultant completed a Job Evaluation. The Job Evaluation included the completion of a questionnaire by all employees covered in the Study and interviews with at least one (1) employee working in each position covered by the Study (see Appendix A). Upon the completion of those tasks, the Consultants assigned a numerical value to each position so that like positions within the organization would be grouped together in a classification to produce an internal equity hierarchy. Nine (9) factors were used for the evaluation of Mequon's positions:

1) Preparation and Training
2) Experience Required
3) Decision Making and Independent Judgment
4) Responsibility for Policy Development
5) Planning of Work
6) Contact with Others
7) Work of Others (Supervision Exercised)
8) Working Conditions
9) Use of Technology/Specialized Equipment

The product of this internal ranking is shown in Table 1, which lists the City's positions with their Position Score, also known as a Classification Plan. The higher the Job Evaluation Score, the higher the position is within the Classification Plan. Positions are listed in alphabetical order within each grade.

Attachment: Compensation Study Final Report (RESOLUTION 4038 : Pay Plan)

B. Job Title Changes

After conducting the Job Evaluation noted above, the Consultants observed some inconsistencies with the market and the actual duties assigned to some positions. Therefore, the following Job Title changes have been recommended based on clarification of duties and market trends.

Current Title	Proposed New Title
Sewer Foreman	Sewer Section Supervisor
Highway Section Foreman	Highway Section Supervisor
Records Clerk	Records Specialist

C. External Equity – Market Competitiveness

The next component of the Classification and Compensation Study involved establishing external competitiveness. A group of communities comparable to the City was established. The Consultants started with all cities and villages in Ozaukee, Washington, Sheboygan, Fond Du Lac, Dodge, Jefferson, Waukesha, and Milwaukee Counties, plus the communities of Sun Prairie, Middleton, and Pleasant Prairie with a population between 8,000 and 75,000. After that, a specific set of comparison criteria (e.g., total equalized value, property tax levy per capita, basic spending, etc.) was applied to each community (see Appendix B). Based on the results of this analysis, eighteen (18) communities with a total compatibility score of seventy-four (74) or greater were deemed to be most comparable to the City. In addition, the City added Grafton, Pleasant Prairie, and Sheboygan to the list because they have been used as comparables in the past and are competitors in the marketplace. The full list of the twenty-one (21) chosen comparable is listed below.

Grafton*	Brookfield	Brown Deer*
Cedarburg*	Franklin*	Germantown*
Greendale	Greenfield*	Menomonee Falls*
Middleton*	Muskego*	New Berlin*
Oak Creek*	Oconomowoc*	Pewaukee City*
Pleasant Prairie*	Sheboygan*	Sun Prairie*
Wauwatosa*	West Bend*	Whitefish Bay*

**Communities shown above with an asterisk responded to the survey or supplied GovHR with a copy of their Compensation Plan.*

Attachment: Compensation Study Final Report (RESOLUTION 4038 : Pay Plan)

Salary Data

GovHR then prepared and distributed a salary survey to the twenty-one (21) comparable communities. The nineteen (19) communities shown above with an asterisk responded to the survey either by directly responding to the survey or supplying GovHR with a copy of their most recent Compensation Plan. The salary summary results can be found in Table 2 and the detailed salary data can be found in Appendix C. To provide external competitiveness for the City's salaries, the salary ranges derived from this data collection were used to help establish the proposed Compensation Plan. In some cases where there was not enough salary range data, actual salaries were used. The recommended pay ranges are contained within Table 3 of the report.

Proposed Classification and Compensation Plan

The goal of this Study was to recommend a Classification and Compensation Plan that is internally equitable and externally competitive. To accomplish this, a Compensation Plan was developed using the 50th percentile comparison of the salary ranges that were acquired through the salary survey. There are three (3) separate plans: a plan for the non-union City positions, a plan/recommended compensation for the non-union Fire positions; and a plan for the Library positions.

The resulting Classification and Compensation Plan for the City consists of ten (10) pay grades; one (1) being lowest and ten (10) being highest and is broken down into three (3) bands: Grades 1 – 3, Grades 4 – 7, and Grades 8 – 10. All proposed pay ranges are open ranges. There is a 10% gradation between Grades 1 – 3; an 8% gradation between Grades 4 – 7; and a 20% gradation between Grades 8 – 9. Grades 1 – 7 have a 35% range spread from minimum to maximum and Grades 8 – 9 have a 40% range spread from minimum to maximum. Grade 10 is reserved for the City Administrator whose pay is established by contract.

The Classification and Compensation Plan for the Library consists of five (5) pay grades; one (1) being lowest and five (5) being highest and is broken down into four (4) bands: Grades 1, Grades 2 – 3, Grade 4, and Grade 5. All proposed pay ranges are open ranges. There is a 10% gradation between Grades 2 – 3. Grades 1 – 4 have a 35% range spread from minimum to maximum and Grade 5 has a 40% range spread from minimum to maximum.

Attachment: Compensation Study Final Report (RESOLUTION 4038 : Pay Plan)

The Classification and Compensation Plan for the non-union Fire positions consists of five (5) pay grades; one (1) being lowest and five (5) being highest and is broken down into two (2) bands: Grades 1 – 2, and Grades 3 – 5. All proposed pay ranges are open ranges. There is a 10% gradation between Grades 1 – 2 and a 35% range spread. Grades 3 - 5 have a 40% range spread from minimum to maximum.

Future Administration of the Classification and Compensation Plan

Within the body of this report, GovHR has outlined how the City can maintain the Classification and Compensation Plan. GovHR will supply the City with a User's Manual and all associated documents to maintain the Classification and Compensation Plan and the steps to ensure the City remains competitive with the market in the years to come.

Attachment: Compensation Study Final Report (RESOLUTION 4038 : Pay Plan)

III. JOB EVALUATION

GovHR's approach to Job Evaluation involves a quantitative point and factor comparison method, which cross-compares all positions in the organization against numerous factors such as educational requirements, experience, work conditions, etc. Therefore, all jobs in each organizational unit (e.g., Police, Administration, Finance, etc.) may be compared against each other, based upon the same factors.

In conducting the Job Evaluation exercise, it must be emphasized that the position, and not the incumbent's qualifications, performance, or years of service in the position, is evaluated. An incumbent employee may feel he/she should be placed in a higher level (i.e., receive more points) because the individual performs well, has a long tenure with the organization, and/or has additional education or skills not required to perform that job, or may feel he/she does more tasks than a similar employee in another Department, but these are not valid determinants for a position.

Before reviewing the results of the evaluation of the positions, it is important to note that the purpose of a Job Evaluation is to identify whether a job is more or less advanced than, or equal to, other jobs in the organization, based on nine (9) objective factors. While these factor definitions are guidelines, they are constructed to allow limited flexibility of interpretation while at the same time providing a strict framework and structure for comparison. The nine (9) factors used for the evaluation of Mequon's positions are as follows:

1) Preparation and Training
2) Experience Required
3) Decision Making and Independent Judgment
4) Responsibility for Policy Development
5) Planning of Work
6) Contact with Others
7) Work of Others (Supervision Exercised)
8) Working Conditions
9) Use of Technology/Specialized Equipment

As part of the Job Evaluation process, the duties, responsibilities, and qualification requirements for each position were reviewed via a thorough reading of the incumbent's current job description and a Job Analysis Questionnaire (JAQ) completed by each employee (Appendix A). In addition, GovHR conducted

Attachment: Compensation Study Final Report (RESOLUTION 4038 : Pay Plan)

interviews with at least one (1) employee in each of the positions covered by the Study. Points were then assigned to each factor by selecting the description that best fits the appropriate level of compliance. In other words, a position that requires a master's degree would receive more points under the "Preparation and Training" factor than positions that did not require this advanced degree. Points for each factor were then totaled for each position. Using this method, the positions were found to fall into distinguishable Job Factor Analysis (JFA) scores and Position Score levels. Table 1 contains the Classification Plan, including the Position Title, the Proposed New Title (if applicable), the Position Score, and proposed Grade for the evaluated positions. Positions are listed in alphabetical order within each grade.

As part of the service provided in the Compensation Study, GovHR makes Job Title change recommendations to either reflect a better description of the job being performed or to be consistent with trends in the organization or the marketplace. Based on this, GovHR recommends the following Job Title changes:

Current Title	Proposed New Title
Sewer Foreman	Sewer Section Supervisor
Highway Section Foreman	Highway Section Supervisor
Records Clerk	Records Specialist

A. Determination of Fair Labor Standards Act Designation

The Fair Labor Standards Act (FLSA) imposes certain minimum wage and overtime pay requirements on employers for jobs that are covered under the Act. Most jobs, including the majority of public-sector jobs, are covered under the Act and entitled to overtime pay. But certain positions, mostly office jobs, are "exempt" from coverage under the Act and therefore not entitled to overtime pay.

Employers often misclassify employees as exempt (and therefore not entitled to overtime pay) because of a misunderstanding of the law or unfamiliarity with the rules. An incorrect determination regarding whether certain positions within an organization are entitled to overtime pay can subject an employer to back pay, penalties and expensive fines if the employees file a complaint with the Department of Labor and if the Department decides to file a lawsuit against the employer. Thus, it is very important to make the proper determination regarding the status of each job within the organization, and whether that job is entitled to the rights and protections afforded to workers under the FLSA.

Attachment: Compensation Study Final Report (RESOLUTION 4038 : Pay Plan)

Before any determination can be made, it is important to become familiar with the many rules, regulations and exceptions contained in the Fair Labor Standards Act. These rules can be complex, and the determination regarding whether a particular position is covered by the Act is not always clear-cut. GovHR began its analysis by having employees complete a questionnaire that has been specifically designed to elicit responses from the employees regarding the types of duties they are required to perform on a regular basis (see Appendix A). The answers provided were generally sufficient for GovHR to determine if the position was or was not exempt under the Act. GovHR also gathered additional information during the employee interviews, including concrete examples of the types of policies the employees had been involved in formulating, or whether the employees had significant input or sole discretion on things such as hiring, firing and discipline of other employees in their departments.

It is important to note that the FLSA provides certain minimum standards that the employer must provide, and that cannot be waived or reduced by the nonexempt employee either individually or through a collective bargaining agreement. The employer can, of course, choose to also apply minimum wage and overtime pay requirements to otherwise exempt employees, or to exceed the minimum requirements for some or all of its employees by agreement.

As a result of a review of the positions covered by the Study, GovHR recommends further review by the City of the following positions to determine if the FLSA assignment of is correct:

Administrative Coordinator	Non-Exempt (currently exempt)
Inspector	Exempt (currently non-exempt)

Attachment: Compensation Study Final Report (RESOLUTION 4038 : Pay Plan)

IV. THE CLASSIFICATION PLAN

A Classification Plan provides for a systematic arrangement of positions into classifications. A position, often referred to as a job (e.g., Administrative Assistant), contains a specific set of duties and responsibilities and that is the objective of the classification process – not the person currently holding that job. A classification is a grouping of positions which have similar levels of knowledge, skills and abilities needed to perform the job. The positions are also similar in nature of work, level of work difficulty and responsibilities. Positions allocated to the same classification are sufficiently similar with respect to the types of factors enumerated above to permit them to be compensated at the same general level of pay. The positions do not have to be identical, they can be in different departments, dealing with different subject matters and performing different duties.

It is this arrangement of positions and resulting classification structure that forms the basis for the Classification Plan. As noted in the previous section, a Job Evaluation and Classification Plan is not intended to assess individual performance. To that end, a position that belongs in a certain classification is not entitled to be placed in a higher classification simply because the individual performs with a high degree of success and efficiency, nor is it placed in a lower classification simply because the incumbent performs with low competence or productivity. Variations in individual performance are not recognized by differences in classifications, instead they are management issues. Similarly, there is a tendency in some work forces to use the Classification Plan to reward longevity, even though the duties and responsibilities of individual positions may not have changed over time. Longevity is not a classification factor and the Classification Plan should not be used in this manner.

As an assessment of duties performed and of responsibilities exercised, a Classification Plan is an exceedingly useful managerial tool. It provides the fundamental rationale for the Compensation Plan and helps management identify positions which have taken on (or in some cases reduced) duties and responsibilities. Through proper maintenance of the Classification Plan, employees are assured of management's continuing concern about the nature of work that they carry out and its reward in the form of appropriate pay levels and relationships. The Classification Plan also provides the basis for recruitment, screening, and selection of employees in direct relationship to job content. Promotional ladders, as well as opportunities for lateral career development, are also evidenced by the logical grouping of allied occupational classifications and hierarchies.

Attachment: Compensation Study Final Report (RESOLUTION 4038 : Pay Plan)

V. SALARY DATA

The City initiated this Study with the objective of assuring that its Compensation Plan is both internally equitable and externally competitive. The Job Evaluation System (outlined in Section III) is performed to address the issue of internal equity. To achieve external competitiveness, a market survey of comparable jurisdictions was conducted. The following explains the labor market review and collection of salary data.

A. Selection of Comparable Jurisdictions for Data Purposes

Selecting jurisdictions for the comparison group is an important element in a Classification and Compensation Study. When selecting jurisdictions to serve as comparables, it is important to use particular criteria to evaluate the other jurisdictions to assure that those chosen as comparables will be the most similar to Mequon.

To determine which municipalities should be used for survey purposes, GovHR first considered all cities and villages in Ozaukee, Washington, Sheboygan, Fond Du Lac, Dodge, Jefferson, Waukesha, and Milwaukee Counties, plus the communities of Sun Prairie, Middleton, and Pleasant Prairie with a population between 8,000 and 75,000. Then, GovHR applied the following criteria:

Criterion	Total Possible Points	Factor Weight
1. Population	20	20%
2. Total Equalized Value	15	15%
3. Property Tax Revenue	15	15%
4. Basic Spending Per Capita	15	15%
5. Shared Revenues	15	15%
6. Per Capita Debt	10	10%
7. Proximity	10	10%
	100	100%

Within each of the seven (7) categories, ranges of compatibility were established. For example, the closer a community was to matching Mequon's estimated population, the closer the community would be to receiving the maximum of one hundred (100) points. A community whose population was significantly larger or smaller than the City's population would receive fewer or even zero (0) points. Thus, a municipality

Attachment: Compensation Study Final Report (RESOLUTION 4038 : Pay Plan)

achieving a total of one hundred (100) points would be considered most comparable to the City of Mequon. A community with zero (0) points was therefore determined to be the least comparable to Mequon. A more detailed explanation of the methodology used to determine the comparable communities is included in Appendix B.

A cut-off of seventy-four (74) points was established to select the communities most similar to Mequon across the seven (7) categories. After applying the seven (7) criteria, eighteen (18) communities achieved seventy-four (74) or more compatibility points on the comparison scale with Mequon. In addition, the City added Grafton, Pleasant Prairie, and Sheboygan to the list because they have been used as comparables in the past and are competitors in the marketplace. The full list of the twenty-one (21) chosen comparable is listed below.

Brookfield	Brown Deer*	Cedarburg*
Franklin*	Germantown*	Grafton*
Greendale	Greenfield*	Menomonee Falls*
Middleton*	Muskego*	New Berlin*
Oak Creek*	Oconomowoc*	Pewaukee City*
Pleasant Prairie*	Sheboygan*	Sun Prairie*
Wauwatosa*	West Bend*	Whitefish Bay*

**Communities listed above with an asterisk responded to the salary survey or supplied GovHR with a copy of their Compensation Plan.*

In addition, to the data collected above, GovHR also incorporated data from the Economic Research Institute's Salary Assessor tool as a private sector data point for specific positions that can be found in the private sector and available on their tool for the Mequon, WI region.

Attachment: Compensation Study Final Report (RESOLUTION 4038 : Pay Plan)

B. Salary Survey

After identifying the comparable communities, the Consultants then prepared and distributed a salary survey to the twenty-one (21) comparable communities. Nineteen (19) of the communities responded to the survey or supplied GovHR with a copy of their Compensation Plan/Union Contracts. Table 2 is a summary of the benchmark salary survey data. The detailed salary survey data for each position is contained in Appendix C. It is important to make a few observations regarding Table 2 and Appendix C.

1) The salary data is information that was available as of October and November 2022. The new recommended salary ranges for the City were developed using this salary data from the comparable communities.
2) Some of the comparable municipalities provided salary range minimums and maximums for comparison purposes, while others (those that don't utilize salary ranges as part of their pay plans) provided actual salaries for surveyed positions. The salary range minimums and maximums were analyzed to determine the 50th, 60th, 65th, 75th and 80th percentiles to identify wage ranges for "average" and "above average" payers. Any actual salaries provided by the comparable municipalities were only analyzed in a few instances when there was not enough salary range information. Salary ranges are a better gauge of market salaries than an actual salary and are thus preferred to conduct analysis.
3) Data contained within Appendix C has been thoroughly reviewed. If the Consultants determined the data was not relevant, it was removed. Thus, if a specific position within the salary survey has two worksheets associated with it in Appendix C, then data was removed. The second data sheet will have the word "Edited" after the title of the position surveyed. If a specific data point was removed, it is highlighted on the first and second worksheets and then removed on the second worksheet associated with the position.

C. Appraisal and Use of Salary Data

While comparing Mequon's current salaries to those paid by other employers in the comparable communities, it must be noted that variations in compensation may be due to several factors, including:

1) Organizational size and economic conditions can have an impact on positions. In smaller organizations, employees are often asked to "wear many hats" and therefore take on more duties and responsibilities than would normally be required of a certain position. In addition, the economic downturn forced organizations to "do more with less", compelling staff to take on more

Attachment: Compensation Study Final Report (RESOLUTION 4038 : Pay Plan)

duties and responsibilities than they had in the past. Therefore, it becomes increasingly harder to compare "like" positions within organizations.

2) Some employers place a different relative worth on certain groups of employees. For example, some employers are forced to place a higher value on certain employees or groups of employees because of the market, and therefore, pay them more. Overall, the policies and value judgments of different employers in compensating the same kind of work can vary widely. There is rarely a single prevailing rate for any particular kind of work, even within the same labor market.
3) It can be difficult to make exact comparisons among the different employers of the duties and responsibilities of ostensibly similar jobs.

Nevertheless, comparative salary data is widely recognized as a good measure of the appropriate compensation rates with respect to the prevailing market. This data is also useful as an indication of prevailing opinions concerning the compensation relationships that should exist among different classifications of work. Of equal importance, however, are the internal relationships for the various positions that were accomplished in the Job Evaluation portion of this Study.

Attachment: Compensation Study Final Report (RESOLUTION 4038 : Pay Plan)

VI. COMPENSATION PLAN DEVELOPMENT AND RECOMMENDATIONS

A. Development of the Compensation Plan

A basic element in any human resources management program is adequate and equitable employee compensation. A Compensation Plan of this nature is essential if qualified employees are to be recruited and retained. To achieve this goal, there must be a reasonable and widely accepted model of Job Factors upon which the Compensation Plan rests. Application of this model was the purpose of the Job Evaluation aspect of this Study. The Plan presented in this report is designed to accomplish the Study goals by:

1) Providing for equal compensation for work of equivalent job content and responsibility.
2) Facilitating adjustments to compensation levels based on changing economic and employment conditions that impact these interrelationships.
3) Establishing compensation ranges that compare favorably with those of other equivalent jurisdictions within the appropriate labor market.

In preparing this Plan, the Study only looked at base compensation. The compensation associated with longevity or other fringe benefits was not analyzed or factored into the Compensation Plan.

B. Compensation Plan Options for the City's Consideration

One of the purposes of this Study was to provide an updated Compensation Plan that relates to the external market and is internally equitable. Below is a detailed explanation of three (3) different Compensation Plans:

1) Defined Increment Plan: This is a Compensation Plan that has salary ranges with a minimum and a maximum with defined percentage increments (e.g., 3%) in between. If an employee has a satisfactory performance evaluation, he/she systematically advances through the compensation range. The performance evaluation and resulting salary increment increase occurs annually.
2) Open Range Merit Plan: This is a Compensation Plan that also has salary ranges with minimums and maximums, but without defined percentage increments in between. Employees are advanced through the compensation range based on an annual satisfactory performance evaluation, with the percentage of their increase determined annually by the City.
3) Blended Merit Plan: This is a Compensation Plan that uses techniques from both a Defined Increment Plan and an Open Range Merit Plan.

Attachment: Compensation Study Final Report (RESOLUTION 4038 : Pay Plan)

In considering which Plan to use, it is important to understand that employees at various levels of responsibility may react differently toward, and be motivated differently by, the Compensation Plan they work under. Management personnel that are goal-oriented may have a higher acceptance of the Open Range Merit Plan, and thus tend to be more comfortable with this method of compensation. Mid to lower-level positions may want the assurance of a defined salary increase based on satisfactory performance. Possible advantages and disadvantages of each Plan are summarized below.

Defined Increment Plan

Advantages

City: A Defined Increment Plan has the advantage of creating financial predictability because it is easier for management to predict and plan for salary increases on an annual basis.

Employees: Employees like a Defined Increment Plan because it offers security and predictability for advancement through the range. Another advantage of this Plan is that it offers a high degree of internal equity and fairness – the expectation that fellow workers in this Plan are all being treated the same.

Disadvantages

City: The City may feel that a Defined Increment Plan simply rewards compensation increases on a routine basis. However, by tying the increase to a satisfactory performance evaluation, the City can be assured that only employees with acceptable performance will receive a salary increase.

Employees: Employees may feel unmotivated to perform at an above average or at a superior level, knowing their salary increase amount is pre-determined. One way to remove this negative notion is to allow an employee with a superior performance evaluation to get a two (2) increment increase. This, however, would be the exception and not the rule. Most employees would be considered "average" performers and receive a one (1) increment increase.

Open Range Merit Plan

Advantages

City: The Open Range Merit Plan tends to motivate employees to perform at a higher level, thereby achieving greater production/benefit for the City. This Plan also enables the supervising authority to reward high-performing employees with a salary increase greater than a defined increment.

Attachment: Compensation Study Final Report (RESOLUTION 4038 : Pay Plan)

Employees: Employees who are high performers like working under this Plan as they can earn a higher percentage salary increase.

Disadvantages

City: Anticipating the cost of merit increases has less financial predictability, as it is not always possible to know how many employees will be high performers in any given year. However, the City can fund a "merit increase pool" for all Open Range Merit Plan employees to receive an average percentage (i.e., a 2-3% increase), knowing that some employees will receive less (or no) increase and some employees will earn more.

Employees: An Open Range Merit Plan can create a perceived inequity regarding how individuals are granted salary increases. It is incumbent upon management to use an equitable performance evaluation system when implementing this Plan. It is also incumbent on management to ensure that the performance evaluation system is applied fairly and that supervisors receive appropriate training on conducting the evaluation and using the evaluation tool properly.

Blended Merit Plan

There are positives and negatives for both Defined Increment and Open Range Merit Plans. However, it is also possible to design a pragmatic salary system that uses elements of both Defined Increment and Open Range Merit Plans. It is becoming increasingly common for organizations to have a Blended Merit Plan for various levels of positions that reflects the particular circumstances and culture of the organization. A Plan of this type is customizable to the needs of the organization. It is also the preferred Plan for organizations that are transitioning from a Defined Increment Plan to an Open Range Merit Plan. The following is one example of a Blended Merit Plan:

Exempt: All exempt employees are in an Open Range Merit Plan.

Non-exempt: Non-exempt employees are in a Blended Merit Plan. In this Plan, salary ranges begin at the minimum with, for example, three (3) defined increments and then transition into an open range. The initial increment of the assigned range is intended as the normal hiring/promoting rate. Increments two (2) and three (3) would be awarded upon successful completion of the employee's initial evaluation period and/or after another period that is set by the City (e.g., increment two (2) after the initial evaluation and increment three (3) after an additional year of employment.) After

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that, the employee may advance through the open range as a result of a successful performance evaluation.

C. Recommendation: Open Range Merit Plan

GovHR is recommending that the City adopt an Open Range Merit Plan. An Open Range Merit Plan has salary ranges with minimums and maximums, but without defined percentage increments in between. Employees are advanced through the ranges based on an annual satisfactory performance evaluation, with the percentage of their increase determined by their supervisor and City Administration. Advancement of employees in an Open Range Merit Plan is not based on longevity within a position or years of service with the City.

The Open Range Merit Plan also allows maximum flexibility for the City relative to recruitment and funding as employees can be hired within the range and the increases provided annually for meritorious performance can fluctuate based on available funding. Given Mequon's goal to recruit, reward and retain motivated, high-performing employees, the Open Range Merit Plan has been selected for recommendation.

D. Pay Philosophy and Proposed Compensation Plan

An important component in the process of developing a Compensation Plan is understanding and applying the pay philosophy of the City. GovHR worked with the City to develop a proposed Plan at the 50th for consideration. In addition, the proposed plan has a FY 2023 implementation option with an additional 3% COLA included in the ranges to stay current with the market.

Proposed Compensation Plan and Structure

The next step in this process is to combine the Position Score included in Tables 1 and 2 with the proposed salary ranges in Table 3. There are three (3) separate plans: a plan for the non-union City positions; a plan/compensation recommendations for the non-union Fire positions; and a plan for the Library positions.

The Classification and Compensation Plan for the City consists of ten (10) pay grades; one (1) being lowest and ten (10) being highest and is broken down into three (3) bands: Grades 1 – 3, Grades 4 – 7, and Grades 8 – 10. All proposed pay ranges are open ranges. There is a 10% gradation between Grades 1 – 3; an 8%

Attachment: Compensation Study Final Report (RESOLUTION 4038 : Pay Plan)

gradation between Grades 4 – 7; and a 20% gradation between Grades 8 – 9. Grades 1 – 7 have a 35% range spread from minimum to maximum and Grades 8 – 9 have a 40% range spread from minimum to maximum. Grade 10 is reserved for the City Administrator and is established by contract.

The Classification and Compensation Plan for the Library consists of five (5) pay grades; one (1) being lowest and five (5) being highest and is broken down into four (4) bands: Grades 1, Grades 2 – 3, Grade 4, and Grade 5. All proposed pay ranges are open ranges. There is a 10% gradation between Grades 2 – 3. Grades 1 – 4 have a 35% range spread from minimum to maximum and Grade 5 has a 40% range spread from minimum to maximum.

The Classification and Compensation Plan for the non-union Fire positions consists of five (5) pay grades; one (1) being lowest and five (5) being highest and is broken down into two (2) bands: Grades 1 – 2, and Grades 3 – 5. All proposed pay ranges are open ranges. There is a 10% gradation between Grades 1 – 2 and a 35% range spread. Grades 3 - 5 have a 40% range spread from minimum to maximum.

Note 1: Different compensation grades may have different ranges from minimum to maximum compensation. It is appropriate for the lower grades in a Compensation Plan to have a smaller spread from minimum to maximum as it is likely that new employees would start at the minimum compensation of the range. Conversely, it is more likely that more experienced employees or Department Head level employees may be hired at a rate above the minimum compensation of a range, thus it is necessary to have a greater spread from minimum to maximum compensation.

Note 2: Gradation refers to the relationship between the minimum compensation of one grade to the minimum compensation of the next grade. In this case, the starting compensation for employees in Grade 2 in the City's Plan is 10% higher than Grade 1 and so on. The gradation will vary depending upon the relationship between the salary data for the grade, the number of grades in the compensation band and the established compensation range.

Table 2 combines all of the classification and compensation data at the 50th percentile.

Attachment: Compensation Study Final Report (RESOLUTION 4038 : Pay Plan)

Implementation and Administration of the Compensation Plan

Implementation of the Compensation Plan, as it affects individual employees, should be under the following pattern of adjustments:

1) Employees whose present compensation is below the minimum compensation of the range for their classification should be raised to the minimum of the range.
2) The compensation of employees whose present compensation is within the range for their classification should be slotted into the new Compensation Plan at their current pay rate.
3) The compensation of employees whose present compensation is above the maximum compensation of the range should be held at their present rate, without a reduction in compensation, until such time that further market analysis indicates commensurate alignment with the marketplace. However, the City can consider lump sum increases for these employees, which does not impact base compensation levels, until the ranges adjust to include the individual employee compensation rates.

In other studies, GovHR has been asked for ideas on how to address the situation of long-term employees whose current compensation falls near the bottom (within 5 - 10%) of the proposed range. If this occurs, it illustrates that the position has been compensated at less than the market rate for someone with similar tenure. Thus, some communities elect to make additional adjustments for those employees at implementation. This program is discretionary for the City to adopt and only occurs one time, at the implementation of the new Classification and Compensation Plan. If the City wishes to consider such a program, an example is illustrated below:

Service	Adjustment
1 - 3 Years	0%
Over 3 and up to 8 Years	1%
Over 8 and up to 15 Years	2%
Over 15 Years	3%

Employee Advancement through the Ranges

To implement the new Compensation Plan, GovHR recommends that the starting salary of the range (minimum through 1st or 2nd quartile) is the general hiring/promoting rate. However, exceptions to this starting point can be permitted in limited situations involving:

Attachment: Compensation Study Final Report (RESOLUTION 4038 : Pay Plan)

1) Applicants with exceptional background and qualifications.
2) A promotion in which the employee's current compensation is higher than the minimum of the new range.
3) In the case of a labor market situation where it is impossible to recruit qualified candidates at the minimum.

In these cases, employees may be appointed to their positions anywhere within the defined range (generally up to the midpoint), depending on their experience and qualifications, and based on the provisions of the City's policies (if applicable). Employees should not be hired below the minimum of their compensation range.

Salary advancement between the hiring rate and the top of the range (maximum) is done throughout the employee's tenure with the organization. Advancement through the range would be done on an annual basis and be dependent on a satisfactory performance evaluation. Incumbents progressing through the range should understand that standards of performance would become more exacting or controlling as compensation levels advance. Typical movement through the range could be in increments of 1% to 3%, depending on the employee's performance evaluation and goal attainment, as well as the financial resources of the City. Cost of living adjustments (COLA) could be given annually when the ranges are adjusted and would be outside of the 1-3% merit increase. In addition, the City could choose to apply market rate adjustments to positions at the implementation of this plan and every x number of years (i.e., every five (5) years market rate adjustments would be made to ensure employees are progressing steadily through the ranges based on their position and the market).

The City may also wish to provide a merit bonus for exemplary performance after an employee reaches the maximum compensation for the range. If this option is exercised, then an employee would be eligible to receive a payment after a successful performance evaluation each year. This payment should not be worked into the base salary. It can be in the form of a lump sum payment that is a set amount calculated each year and the same for all employees, such as $500 for meeting expectations and $1,000 for exceeding expectations. Another option is to calculate a percentage of the employee's base compensation and provide a lump sum payment equivalent to that amount, such as 1% for meeting expectations and 2% for exceeding expectations.

Attachment: Compensation Study Final Report (RESOLUTION 4038 : Pay Plan)

It is recommended that the City set aside a "merit pool" every year, to fund increases for employees in this Plan. This money would then serve as the pool for merit payments, knowing that some employees will be high performers, getting a higher percentage, and some employees will be lower performers, getting a lower percentage.

Again, it should also be noted that the implementation and use of a formal performance evaluation process for all staff members is a key component to the success of this Plan. Equally, if not more important, is that supervisors are adequately trained to perform the formal performance evaluation process.

E. Future Administration of the Compensation Plan

To maintain competitive salary levels there should be an annual review of the City's salary ranges. The twenty-one (21) communities used in the survey group for this Study have been determined to be comparable jurisdictions to the City. Therefore, Mequon can continue to use these jurisdictions as a comparable salary survey group for annual salary comparison purposes, until it is determined that they are no longer valid comparables. As mentioned earlier, the salary levels for these comparables are current as of October and November 2022. It is GovHR's recommendation that an annual survey of these communities be conducted to determine the percentage increase each organization in the comparable group is granting, either as an annual across-the-board increase to their employees or as a general adjustment to their compensation ranges. The City may wish to provide an across-the-board increase to all employees based on the information received from the comparable communities. If this is the case, then the increases would be granted separately from any merit increase that would be awarded as a result of a successful performance evaluation.

It is the further recommendation of GovHR that the compensation ranges for each grade be increased by the average percentage increase of the comparable group, even if an across-the-board increase is not given to all employees. Employees would continue to advance through the compensation ranges (provided that the employee is not at the maximum of the compensation range) by virtue of a merit increase granted for satisfactory or above satisfactory performance of their job duties. Finally, it is recommended that the City review the compatibility of the municipalities after five (5) years.

Attachment: Compensation Study Final Report (RESOLUTION 4038 : Pay Plan)

The administration of a Classification Plan is an ongoing process. It must be recognized that it is not static and is not intended to affix positions permanently into classifications. Instead, the Plan must be administered continually to adapt it to changing conditions.

Three (3) specific types of changes in the Plan itself are possible: abolition of a position, creation of a position, or a revision of a position.

1) When a position in a classification is eliminated or when a position has significantly changed work duties and responsibilities to the extent that the position becomes inappropriate or inaccurate, the position should be abolished.
2) New positions should be created when new work situations arise that are not covered by the established positions. However, caution should be exercised in this respect, particularly to assure that new positions are justified, are not merely duplicating established positions, cannot be accommodated through changes in existing positions, and reflect substantially permanent rather than temporary situations.
3) The adjustment or revision of a position should be done when there are substantial changes to the requirements of the position or to the nature and complexities of the duties being performed. In this instance, a position may need to be re-scored and move up or down into a new classification.

All changes should be thoroughly evaluated for their effect on employee morale and the integrity of the classification relationships established in the Classification and Compensation Plan. City Administration has been provided with the Job Analysis Questionnaire as well as the Job Factor Scoring Sheet, enabling the City to grade a newly created or revised position. GovHR provides scoring assistance in such cases free of charge for one (1) year after the delivery of this report.

Appreciation

GovHR has appreciated the opportunity to work with the City of Mequon on this Classification and Compensation Study. A special thank you to the employees for all of the information provided to allow for the analysis and to the Assistant City Administrator for the significant amount of work and support dedicated to the project.

Attachment: Compensation Study Final Report (RESOLUTION 4038 : Pay Plan)

Current Job Title	Recommended Job Title Change	Grade	Position Score
City Administrator		10	790+
Assistant City Administrator		9	735-785
Director of Community Development			
Director of Public Works/City Engineer			
Finance Director			
Police Chief			
Assistant City Engineer		8	680-730
Assistant Community Development Director			
City Clerk			
Deputy Director of Public Works			
Deputy Director of Utilities			
IT Manager			
Police Captain			
Buildings Superintendent		7	625-675
Highway Superintendent			
Inspections Supervisor			
Parks & Forestry Superintendent			
Sewer Superintendent			
Assistant to the Finance Director		6	570-620
Fleet Superintendent			
Associate Planner		5	515-565
Inspector			
Public Safety IT Specialist			
Administrative Coordinator		4	460-510
Engineering Field Coordinator			
Engineering Technician			
Executive Assistant - Communications			
Highway Foreman	Highway Section Supervisor		
Mechanic			
Sewer Foreman	Sewer Section Supervisor		
Accounting Specialist		3	405-455
Buildings Maintenance Worker			
Equipment Operator			
Forestry Worker			
Highway Worker			
Human Resource Coordinator			
Parks Worker			
Permit Coordinator			
Sewer Maintenance Worker			
Accounts Receivable Specialist		2	350-400
Administrative Assistant			
Administrative Clerk			
Assessment Technician			
Deputy Clerk			
Librarian			
Records Clerk	Records Specialist		
No Positions in Grade		1	Up to 345

Attachment: Compensation Study Final Report (RESOLUTION 4038 : Pay Plan)

City of Mequon, WI
Table 2 - Comprehensive Table 50th Percentile City Positions

Job Title	New Grade	Position Score	50th Percentile Salary Survey Data		Current Salary Range		Current Salary	Proposed Salary Range 50th Percentile			Proposed Salary Range 50th Percentile for 2023 Implementation		
								Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
City Administrator	10	790+						*Established by Contract*			*Established by Contract*		
Assistant City Administrator	9	735-785	100,160	140,192	79,143	112,709	97,273	99,000	118,800	138,600	101,970	122,364	142,758
Director of Community Development			93,309	116,899	104,735	137,812	128,282						
Director of Public Works/City Engineer			95,153	125,311	104,735	137,812	130,267						
Finance Director			95,254	118,856	104,735	137,812	128,125						
Police Chief			102,711	138,088	104,735	137,812	129,930						
Assistant City Engineer	8	680-730	75,863	97,487	79,143	112,709	79,088	82,500	99,000	115,500	84,975	101,970	118,965
Assistant Community Development Director			75,497	97,999	79,143	112,709	110,454						
City Clerk			79,360	102,699	79,143	112,709	98,373						
Deputy Director of Public Works			76,980	100,612	79,143	112,709	92,032						
Deputy Director of Utilities			76,980	100,612	79,143	112,709	85,779						
IT Manager			78,617	103,016	72,511	96,631	85,000						
Police Captain			91,437	115,688	79,143	112,709	106,800						
Buildings Superintendent	7	625-675	68,686	93,994	66,132	89,471	72,000	71,804	84,369	96,935	73,958	86,900	99,843
Highway Superintendent			68,058	93,399	66,132	89,471	80,496						
Inspections Supervisor			75,372	97,099	66,132	89,471	80,017						
Parks & Forestry Superintendent			65,255	88,094	66,132	89,471	78,709						
Sewer Superintendent			73,931	96,882	66,132	89,471	81,698						
Assistant to the Finance Director	6	570-620	67,454	84,240	61,234	82,846	67,442	66,485	78,120	89,754	68,479	80,463	92,447
Fleet Superintendent			66,126	89,473	66,132	89,471	74,137						
Associate Planner	5	515-565	62,976	79,477	56,697	76,709	75,001	61,560	72,333	83,106	63,407	74,503	85,599
Inspector			64,501	89,419	56,697	76,709	76,710						
Public Safety IT Specialist			60,053	81,071	56,697	76,709	63,000						
Administrative Coordinator	4	460-510	51,855	69,722	56,697	76,709	66,726	57,000	66,975	76,950	58,710	68,984	79,259
Engineering Field Coordinator			58,927	79,030	56,697	76,709	72,779						
Engineering Technician			53,467	72,159	56,697	76,709	67,662						
Executive Assistant - Communications			55,327	74,888	48,406	65,766	54,350						
Highway Section Supervisor			56,166	74,318	52,499	71,027	66,186						
Mechanic			52,572	70,546	48,406	65,766	65,770						
Sewer Section Supervisor			56,586	74,214	52,499	71,027	68,910						
Accounting Specialist	3	405-455	48,516	63,617	41,674	56,384	50,003	50,820	59,714	68,607	52,345	61,505	70,665
Buildings Maintenance Worker			48,443	65,374	48,406	65,766	48,609						
Equipment Operator			50,024	66,213	48,406	65,766	55,141						
Forestry Worker			49,211	67,894	48,406	65,766	49,525						
Highway Worker			46,049	60,996	48,406	65,766	48,610						
Highway/Parks Worker			45,883	60,939	48,406	65,766	48,610						
Human Resource Coordinator			57,668	78,447	41,674	56,384	51,168						
Parks Worker			45,718	60,882	48,406	65,766	48,610						
Permit Coordinator			44,224	57,420	41,674	56,384	53,955						
Sewer Maintenance Worker			51,091	67,255	48,406	65,766	65,770						
Accounts Receivable Specialist	2	350-400	42,952	56,000	41,674	56,384	44,013	46,200	54,285	62,370	47,586	55,914	64,241
Administrative Assistant			43,964	58,273	41,674	56,384	46,238						
Administrative Clerk					41,674	56,384	56,181						
Assessment Technician			44,044	57,828	41,674	56,384	42,993						
Deputy Clerk			51,210	70,727	41,674	56,384	46,301						
Records Specialist			41,184	52,728	41,674	56,384	49,129						
No Positions in Grade	1	Up to 345						42,000	49,350	56,700	43,260	50,831	58,401

Attachment: Compensation Study Final Report (RESOLUTION 4038 : Pay Plan)

50th Percentile - Proposed Pay Ranges Implementation 2023			
20% Between Each Grade and a 40% Range Spread			
Grade	Minimum	Midpoint	Maximum
10	*Established by Employment Contract*		
9	101,970	122,364	142,758
8	84,975	101,970	118,965
8% Between Each Grade and a 35% Range Spread			
Grade	Minimum	Midpoint	Maximum
7	73,958	86,900	99,843
6	68,479	80,463	92,447
5	63,407	74,503	85,599
4	58,710	68,984	79,259
10% Between Each Grade and a 35% Range Spread			
Grade	Minimum	Midpoint	Maximum
3	52,345	61,505	70,665
2	47,586	55,914	64,241
1	43,260	50,831	58,401

50th Percentile - Proposed Pay Ranges Original			
20% Between Each Grade and a 40% Range Spread			
Grade	Minimum	Midpoint	Maximum
10	*Established by Employment Contract*		
9	99,000	118,800	138,600
8	82,500	99,000	115,500
8% Between Each Grade and a 35% Range Spread			
Grade	Minimum	Midpoint	Maximum
7	71,804	84,369	96,935
6	66,485	78,120	89,754
5	61,560	72,333	83,106
4	57,000	66,975	76,950
10% Between Each Grade and a 35% Range Spread			
Grade	Minimum	Midpoint	Maximum
3	50,820	59,714	68,607
2	46,200	54,285	62,370
1	42,000	49,350	56,700

Attachment: Compensation Study Final Report (RESOLUTION 4038 : Pay Plan)

Job Title	New Grade	Position Score	50th Percentile Salary Survey Data		Current Salary Range		Current Salary	Proposed Salary Range 50th Percentile			Proposed Salary Range 50th Percentile for 2023 Implementation		
								Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
Fire Chief	5	735-785	102,167	129,299	104,735	137,812	136,962	99,000	118,800	138,600	101,970	122,364	142,758
Deputy Chief	4	680-730	87,235	118,691	79,143	112,709	108,637	82,500	99,000	115,500	84,975	101,970	118,965
Battallion Chief	3	625-675	85,940	109,864	77,137	104,361	95,838	77,137	92,564	107,992	79,451	95,341	111,232
Administrative Assistant	2	350-400	43,964	58,273	41,674	56,384	46,238	46,200	54,285	62,370	47,586	55,914	64,241
No Positions in Grade	1	Up to 345						42,000	49,350	56,700	43,260	50,831	58,401

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50th Percentile - Proposed Pay Ranges Implementation 2023			
40% Range Spread			
Grade	Minimum	Midpoint	Maximum
5	101,970	122,364	142,758
4	84,975	101,970	118,965
3	79,451	95,341	111,232
10% Between Each Grade and a 35% Range Spread			
Grade	Minimum	Midpoint	Maximum
2	47,586	55,914	64,241
1	43,260	50,831	58,401

50th Percentile - Proposed Pay Ranges Original			
40% Range Spread			
Grade	Minimum	Midpoint	Maximum
5	99,000	118,800	138,600
4	82,500	99,000	115,500
3	77,137	92,564	107,992
10% Between Each Grade and a 35% Range Spread			
Grade	Minimum	Midpoint	Maximum
2	46,200	54,285	62,370
1	42,000	49,350	56,700

Attachment: Compensation Study Final Report (RESOLUTION 4038 : Pay Plan)

Job Title	New Grade	Position Score	50th Percentile Salary Survey Data		Current Salary	Proposed Salary Range 50th Percentile			Proposed Salary Range 50th Percentile for 2023 Implementation		
						Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
Library Director	5	680-730	82,760	110,033	98,850	82,500	99,000	115,500	84,975	101,970	118,965
Access Services Manager - Library	4	460-510	54,444	74,069	57,000	57,000	66,975	76,950	58,710	68,984	79,259
Patron Services Manager - Library			62,405	82,456	68,557						
Business Manager - Library			50,461	66,504	62,130						
Librarian	3	405-455	50,597	67,689	50,561	50,820	59,714	68,607	52,345	61,505	70,665
Access Services Technician - Library	2	350-400			20.34	46,200	54,285	62,370	47,586	55,914	64,241
Access Services Associate - Library			34,747	49,859	15.45 and 16.17	22.21	26.10	29.99	22.88	26.88	30.89
Patron Services Associate - Reference Associate					16.22 and 19.29						
Library Page	1	Up to 345			10.00 and 10.50	10.50	12.34	14.18	10.82	12.71	14.60

Attachment: Compensation Study Final Report (RESOLUTION 4038 : Pay Plan)

50th Percentile - Proposed Pay Ranges Implementation 2023			
8.5% Between Each Grade and a 40% Range Spread			
40% Range Spread			
Grade	Minimum	Midpoint	Maximum
5	84,975	101,970	118,965
35% Range Spread			
Grade	Minimum	Midpoint	Maximum
4	58,710	68,984	79,259
10% Between Each Grade and a 35% Range Spread			
Grade	Minimum	Midpoint	Maximum
3	52,345	61,505	70,665
2	47,586	55,914	64,241
35% Range Spread			
Grade	Minimum	Midpoint	Maximum
1	10.82	12.71	14.60

50th Percentile - Proposed Pay Ranges Original			
40% Range Spread			
Grade	Minimum	Midpoint	Maximum
5	82,500	99,000	115,500
35% Range Spread			
Grade	Minimum	Midpoint	Maximum
4	57,000	66,975	76,950
10% Between Each Grade and a 35% Range Spread			
Grade	Minimum	Midpoint	Maximum
3	50,820	59,714	68,607
2	46,200	54,285	62,370
35% Range Spread			
Grade	Minimum	Midpoint	Maximum
1	10.50	12.34	14.18

Attachment: Compensation Study Final Report (RESOLUTION 4038 : Pay Plan)

11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2934
Fax: 262-242-9655
www.ci.mequon.wi.us
Office of Engineering

TO: **Common Council**
FROM: **Jeremy Dandy, Engineering Technician**
DATE: **April 11, 2023**
SUBJECT: **RESOLUTION 4039 A Resolution Supporting the Mequon-Thiensville Bike & Pedestrian Way Master Plan & Mequon Road Bicycle and Pedestrian Facilities and Authorizing Application for a Wisconsin Department of Transportation (WisDOT) Transportation Alternatives Program (TAP) Grant**

Background

The Wisconsin Department of Transportation (WisDOT) released a supplemental solicitation for their Transportation Alternatives Program (TAP) with the 2023 - 2026 Bipartisan Infrastructure Law (BIL) Program solicitation package. The due date for TAP applications was March 24, 2023.

The Joint Mequon-Thiensville Bike and Pedestrian Way Commission and City staff developed a request for proposals (RFP) for an update to the Commission's 20-year master plan. The City solicited proposals for the update and received one proposal. At the February 2023 Bikeway Commission meeting, the Commission determined that the proposal should not be awarded at this time, and that the City should submit a TAP grant prior to moving forward with the plan update.

The City approved a resolution in May of 2022 supporting the submittal of a Surface Transportation Program (STP) grant application for road replacement along Mequon Road, North Lake Shore Drive and Zedler Lane, east of I-43. The City is considering widened paved shoulders along this segment of roadway to provide additional travel space for bicycles and pedestrians. However, the project was not selected for funding.

Since the shoulder widening along these segments is an accommodation for multimodal transportation, the widening is eligible for TAP funds.

The TAP grant requires the City to pass a local resolution of support for the applications, executed by a governing body that has the authority to make financial commitment on behalf of the project sponsor. The Grant application terms require a resolution will be required for an application to be eligible, which means a copy of the resolution should be submitted to the Region Local Program Manager no later than May 1, 2023.

Analysis

As indicated, the Bikeway Commission determined that a TAP grant application should be submitted for the 20-year plan update. If staff receives notification of the award for this project,

the Commission will move forward with a quality-based solicitation for a firm to complete the plan update. If the grant is not awarded, the Commission can move forward with the consultant who submitted the original proposal, or they may reissue the RFP. The 20-year plan update TAP application was submitted as the first priority for award of the two submitted applications.

Due to a lower funding amount in the TAP program compared to the STP program, a smaller application than the original STP application was made containing only the Mequon Road project area east of I-43. The Mequon Road, North Lake Shore Drive, and Zedler Lane loop is currently on the 5-year plan for roadway capital improvement. Due to the size and cost of this project, the streets may be broken up into multiple years for construction. The Mequon Road paved shoulder application was submitted as a secondary priority in relation to the Bikeway Plan update application.

Staff recommends that the Public Works Committee favorably endorse, and the Common Council approve the resolution of support, contingent upon the execution of a SMFA if the grant is awarded.

Fiscal Impact

There is no fiscal impact to the grant application itself. Both projects are contemplated for funding through City capital accounts, therefore grants would simply reduce the City's expenses for the proposed project.

TAP program projects require a 20% local share with WisDOT funding the remaining 80%. The Master Plan Update submittal contained a total project estimate of $70,000. If awarded, WisDOT would fund $56,000 of the total and the local (City) share would be $14,000. Inclusion of the Village of Thiensville and any associated cost share will be addressed prior to issuing the scope of services to a consultant. The amounts are subject to change based on the submitted consultant costs.

The total estimated cost for Mequon Road (east of I-43) with paved shoulders is $2,173,000. If funding is awarded, the local (City) share would be $434,600. The exact amounts will be based on bid prices and will need to be approved by Common Council based on the City's Financial Policies.

A State Municipal Financial Agreement (SMFA) will be required if either project is awarded funding. The agreement(s) will be brought to Public Works Committee and Common Council for approval.

Recommendation

A recommendation is forthcoming from the Public Works Committee on April 11, 2023.

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4039

A Resolution Supporting the Mequon-Thiensville Bike & Pedestrian Way Master Plan & Mequon Road Bicycle and Pedestrian Facilities and Authorizing Application for a Wisconsin Department of Transportation (WisDOT) Transportation Alternatives Program (TAP) Grant

RECITALS

A. The City of Mequon applied for a Wisconsin Department of Transportation ("WisDOT") Transportation Alternatives Program ("TAP") Project Grant (the "Grant") for an update to the Bicycle and Pedestrian Master Plan and multimodal accommodations on Mequon Road, east of I-43.

B. The Grant requires the City to pass a local resolution of support for the proposed project, executed by a governing body that has the authority to make financial commitment on behalf of the project sponsor.

C. The Grant application terms require a resolution will be required for an application to be eligible, which means a copy of the resolution should be submitted to the Region Local Program Manager no later than May 1, 2023.

D. If the Grant is awarded and the City elects to move forward with the project, the City of Mequon must enter into a State Municipal Financial Agreement ("SMFA") to provide a framework for administrating the Grant and to memorialize the municipal share of local sponsor funds for the Grant.

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

1. The City of Mequon supports the proposed project and this resolution shall serve as the resolution required for the application to be eligible for the WisDOT TAP Grant.

2. If the grant is awarded to the City, the Common Council will act on the State Municipal Financial Agreement, including review and approval of the terms and conditions, at a future meeting in accordance with the City's Financial Policies.

3. The Mayor and City Clerk are authorized and directed to execute any necessary documentation to effectuate the purposes of this resolution subject to review and approval of the City Attorney.

_____
Approved by: Andrew Nerbun, Mayor

Date Approved: April 11, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 11, 2023.

_____

Caroline Fochs, City Clerk

11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2913
Fax: 262-242-9655
www.ci.mequon.wi.us
Office of Public Works

TO: **Common Council**
FROM: **Justin Bodoh, Building Superintendent**
DATE: **April 11, 2023**
SUBJECT: **RESOLUTION 4040 A Resolution Approving Award of the Public Safety Building Boiler Stack Replacement Contract to Dillett Mechanical of Waukesha, Wisconsin in an Amount Not-to-Exceed $77,000**

Background

In 2018, EMG completed a Facilities Condition Assessment (FCA) of City-owned facilities. Included in the recommendations was the replacement of the entire HVAC system at the Public Safety Building, which was built in 1985. Complete replacement of the HVAC system does not seem cost effective for this building, as the cost to retrofit the building with new HVAC is estimated at $1,710,000.

The boiler stack has been at the end of its lifecycle for many years. In 2020, the City of Mequon awarded an RFP for the boiler stack replacement to J&H Heating in the amount of $22,64. J&H Heating never started work or contacted the City after the contract was awarded; therefore the project was never completed.

FCA Section 7.1 for HVAC at Public Safety Building and Boiler Stack pictures are attached. Since 2020, the boiler stack has continued to deteriorate, leaking acid water from the boiler down the walls and flooring of the building.

The current boiler stack consists of a 22" tin inner stack with a 24" outer tin stack that has concrete poured in the middle. Both inner and outer stack have deteriorated, and the concrete is the only containment for the current system.

The base bid is for complete removal of the boiler stack, which will require opening up walls and a portion of the roof for removal and installation of temporary venting for the boiler system during construction. The bid also includes installation of a new 18-inch stainless steel double wall boiler, rough carpentry of wall/drywall, and replacement of the affected roof area with a rubber membrane.

Analysis

In March of this year, the Building Maintenance Division advertised to have the Public Safety Building Boiler Stack replaced in 2023. Staff held a pre-bid conference on March 21, 2023, which was attended by only one potential bidder, Dillett Mechanical of Waukesha. Dillett Mechanical is the current HVAC preventative maintenance contractor for the City.

A bid opening was conducted on March 30 and staff received one bid from Dillett Mechanical in

the amount of $66,900. Dillett Mechanical has performed satisfactory work for the City in the past.

Staff recommends that the Public Works Committee favorably endorse, and the Common Council approve the resolution authorizing the replacement of the boiler stack.

Fiscal Impact

The City-wide Buildings Repairs Capital Account has sufficient funds on hand to pay the cost of the recommended Public Safety Building Boiler Stack Replacement.

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 $77,000, which includes a contingency of 15% for additionally authorized efforts. The contingency provides for additional services that may result from unknown site conditions.

Recommendation

A recommendation is forthcoming from the Public Works Committee on April 11, 2023.

Attachments:
Public Safety Building HVAC Condition Assessment (PDF)
Public Safety Building Boiler Stack Pictures (DOCX)
Basebid Boiler Stack (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4040

A Resolution Approving Award of the Public Safety Building Boiler Stack Replacement Contract to Dillett Mechanical of Waukesha, Wisconsin in an Amount Not-to-Exceed $77,000

RECITALS

A. The Department of Public Works' Buildings Division advertised and received bids for the replacement of the boiler stack at the Public Safety Building.

B. Staff has reviewed the bid and contractor qualifications for the contract.

C. Staff recommends that the contract be awarded to the low bidder, Dillett Mechanical, at an amount not-to-exceed $77,000.

D. The Capital Account 410796 730016 12015 has sufficient balance to fund this project.

E. The Public Works Committee at its meeting on April 11, 2023, endorsed staff's recommendations.

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

1. The Public Safety Building Boiler Stack Replacement Contract with Dillett Mechanical of Waukesha, 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 11, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 11, 2023.

_____
Caroline Fochs, City Clerk

7. BUILDING MECHANICAL AND PLUMBING SYSTEMS

7.1. BUILDING HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)

BUILDING CENTRAL HEATING SYSTEM	
Primary Heating System Type	Hot water boilers
Quantity and Capacity of Major Components	2 boilers at 2000 MBH each
Total Heating Capacity	4000 MBH
Heating Fuel	Natural gas
Location of Major Equipment	Mechanical rooms
Space Served by System	Entire building
Age Ranges	Vary from 1985 to 2005
Boiler Condition	Fair
Heat Exchanger Condition	Fair

BUILDING CENTRAL COOLING SYSTEM	
Primary Cooling System Type	Air-cooled chillers
Quantity and Capacity of Major Components	1 Air-cooled, roof-top chiller
Total Cooling Capacity	80 tons
Refrigerant	R-410A
Cooling Towers	Galvanized steel
Location of Major Equipment	Rooftop
Space Served by System	Entire building
Age Ranges	All units dated 2006
Chiller Condition	Fair
Cooling Tower Condition	Fair

DISTRIBUTION SYSTEM	
HVAC Water Distribution System	Two-pipe
Heating Water Circulation Pump Size and Quantity	2 pumps at 7.5 HP each
Chilled Water Circulation Pump Size and Quantity	1 pumps at 7.5 HP each
Condenser Water Circulation Pump Size and Quantity	NA
Pump Condition	Fair
Air Distribution System	Both Constant and Variable volume
Quantity and Capacity of Air Handlers	5 air handlers ranging from 1200 to 18000 CFM each
Location of Air Handlers	Mechanical rooms
Large Spaces the Larger Dedicated AHU's Serve	Garages, PD office, FD Office and Hose Tower
Age of Air Handlers	All units dated 1985
Air Handler Condition	Fair
Terminal Units	VAV boxes
Quantity and Capacity of Terminal Units	Approximately 72 VAV boxes ranging from 200 to1600 CFM
Location of Terminal Units	Within interior spaces
Spaces Served by Terminal Units	Throughout facility
Terminal Unit Condition	Fair

Attachment: Public Safety Building HVAC Condition Assessment (RESOLUTION 4040 : Boiler Stack Replacement - Public Safety Building)

SUPPLEMENTAL COMPONENTS	
Supplemental Component #1	Ductless mini-split systems
Location / Space Served	PD Server Room
Split System Condition	Good

CONTROLS AND VENTILATION	
HVAC Control System	BAS, pneumatic controls
HVAC Control System Condition	Fair
Building Ventilation	Rooftop exhaust fans
Ventilation System Condition	Fair

The parking garages are equipped with a mechanical ventilation system. The system consists of exhaust fans and a network of sheet metal ducts. The fans are automatically controlled by carbon monoxide sensors. The Fire Department has hoses connected to each truck's exhaust.

Anticipated Lifecycle Replacements:

- Boilers
- Chillers/Cooling tower
- Air handling units
- Distribution pumps and motors
- VAV boxes
- Ductless split systems and compressors
- Air Compressors
- Rooftop exhaust fans

Actions/Comments:

- There are a number of inefficient HVAC components or those which are substantially beyond the end of their useful life. Due to the prevalence of these systems within the building and the associated lifecycle costs of operating and maintaining these systems, a full HVAC renovation and upgrade is strongly considered. A cost item is included for an HVAC assessment to evaluate potential technical solutions and accurately estimate costs of a complete renovation.
- The HVAC systems are maintained by an outside contractor. Records of the installation, maintenance, upgrades, and replacement of the HVAC equipment at the property have not been maintained since the property was first occupied.
- Approximately 85 percent of the HVAC equipment is original. HVAC equipment is replaced on an "as needed" basis.
- The air handlers are original to the 1985 construction and are reported to be functioning adequately. However, many of the fan motors are also original and as-needed replacements are anticipated. High-efficiency motor replacements are recommended.
- The air handler fan motors lack variable frequency drives (VFD's). As the motors are fairly substantial in size, the overall system would benefit from the utilization of VFD's to reduce full-speed usage and improve efficiency. Installation of VFD's is highly recommended in tandem with high-efficiency motor replacements. These have been installed on the two air conditioning units.
- The facility HVAC is controlled using an outdated pneumatic system supplied by an air compressor. For modernization, reliability, and increased control, full conversion to a web-based direct digital control (DDC) platform is highly recommended.
- The existing Humidifier and Generator exhaust fan are no longer in use. Recommend removal or replacement as required. A budgetary cost is included for the replacement of these items.
- A complete component replacement of the HVAC system is approximated to cost $946,000. Consideration should be given to a complete retrofit to a single centralized HVAC system, which was estimated to cost approximately $1,710,000. While long term energy costs and recurring maintenance costs were not analyzed as part of this assessment, they should be factored in to consider if the payback period is acceptable. While not considering those factors, it appears doubtful that a full HVAC retrofit would be cost effective for this facility.

Attachment: Public Safety Building HVAC Condition Assessment (RESOLUTION 4040 : Boiler Stack Replacement - Public Safety Building)











PRICE SCHEDULE – BASE BID ITEMS

Public Safety Building Boiler Stack Replacement

ITEM NUMBER	ITEM	UNIT	EST. QUANTITY	UNIT BID PRICE	TOTAL
1	Remove of Existing Estimated 25' L.F. of 24" round cement lined vent stack and disposal off property.	LS	1	1	$16,150.00
2	Supply / Install heat fab model CI plus, 18" double wall AL29-4C Stainless Steel Wall including all straight, adjustable sections, elbows, drain sections, guy sections, cone flashing storm collar, and screened termination.	LS	1	1	$42,050.00
3	Carpentry – opening of wall for removal and installation, drywall repairs, ceiling / ceiling tile repair, and clean-up of construction site.	LS	1	1	$3,750.00
4	Supply / Install Estimated S.F. of 60 Mil EPDM Rubber Membrane to any damaged part of roof from installation or removal.	lS	1	1	$4,950.00
				Total Base Bid "A" Items 1 through 4:	$ 66,900.00

Written Dollar Amount: Sixty six thousand and nine hundred dollars

Public Safety Building Boiler

Project includes that the contractor shall perform all necessary removal, disposal, inspection of boiler stack that is approximately 25' of 24" round cement lined vent stack and remove lower "T" on lower level and the piping that enters the boiler room. Temporary exhaust for boilers to be installed to exit through boiler room next to outside dampers, the boiler system should NOT be shut down due to leaking at joints when boiler is turned off. Install heat fab model CI Plus, 18" double wall AL29-4C Stainless steel wall, UL listed 1738. Pieces to include straight and adjustable sections, elbow, drain section, guy sections, tall cone flashing storm collar, and screened termination. First floor penetration will be UL fire stopped to code. Carpentry work to be included in the bid for opening wall for removal and installation of boiler stack, drywall repairs, and ceiling / ceiling tile repairs. Any damage or repairs done to the roof will be done by an certified licensed roofing contractor. Permit to be pulled by the contractor however, City of Mequon will waive any permit fees.

Final completion of all work is required as stated in Notice to Bidders. Start date for construction will be approved by the City.

The City of Mequon reserves the right to reject any or all Bids, to waive any technicality in any Bid and accept any Bid deemed to be the most advantageous to the City of Mequon.

The Bidder submitting this Proposal hereby agrees to perform the work in accordance with all the terms, conditions and requirements of the PROPOSAL, CONTRACT DOCUMENTS AND SPECIFICATIONS. Said Contract Documents are made a part hereof as full and completely as if attached hereto.

Proposal submitted by:

NAME: Dillett Mechanical Services

ADDRESS: 21625 Doral Road

Waukesha, WI 53186

Buzz Morgan-Project Manager

buzzmorgan@dillettmechanical.com - 262-650-0770

If the Bidder is:

Attachment: Basebid Boiler Stack (RESOLUTION 4040 : Boiler Stack Replacement - Public Safety Building)

11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2934
Fax: 262-242-9655
www.ci.mequon.wi.us
Office of Engineering

TO: **Common Council**
FROM: **Cole McCraw, Assistant City Engineer**
DATE: **April 11, 2023**
SUBJECT: **RESOLUTION 4041 A Resolution Approving Award of the 2023 Buntrock Avenue Sidewalk Extension Project Contract to BMCI Contractors, Inc. of West Bend, Wisconsin, in an Amount Not-to-Exceed $45,000**

Background

The Mequon Committee of the Whole and Common Council approved funding for several Town Center TID No. 3 projects at the February 14, 2023, meetings. Several capital improvement projects were identified as part of the Town Center TID No. 3 Mixed Use Neighborhood Budget adopted under Resolution 3849 by the Common Council on June 8, 2021.

The 2023 Buntrock Avenue Sidewalk Extension Project proposed approximately 180 feet of sidewalk that will connect the existing sidewalk on the east side of the road between Mequon Road and Steffen/Wilson Schools. This section of sidewalk extension was selected for improvement as part of the TID No. 3 projects as part of Resolution 4013.

Analysis

The City received four bids for the project with the lowest responsible bidder submitting a base bid of $42,104 from BMCI Construction, Inc. of West Bend, Wisconsin. The low bid is approximately 6% less than staff's estimate. The City is familiar with BMCI Construction, Inc.'s work, and they have satisfactorily performed work for the City previously.

Forward Contractors bid was opened with the understanding that they provided a pre-qualification statement. However, after review, the document was not received prior to five days of the opening as required in Wisconsin State Statutes 66.0901 and 66.29. After this information was provided to and reviewed by the City Attorney, staff was instructed to reject the bid from Forward Contractors and award to the next lowest, responsible bidder.

Work on this contract can start after July 17, 2023, and must be completed by September 1, 2023. The bid summary is below:

Bidder	Base Bid Amount
BMCI Construction, Inc.	$42,104.00
All-Ways Contractors, Inc.	$48,714.00
LaLonde Contractors, Inc.	$70,386.53

Staff recommends that the Public Works Committee favorably endorse, and the Common Council approve the resolution to install the sidewalk on Buntrock Avenue.

Fiscal Impact

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 $45,000 which includes a contingency additionally authorized efforts. The contingency provides for additional services that may result from unknown field conditions.

Recommendation

A recommendation is forthcoming from the Public Works Committee on April 11, 2023.

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4041

A Resolution Approving Award of the 2023 Buntrock Avenue Sidewalk Extension Project Contract to BMCI Contractors, Inc. of West Bend, Wisconsin, in an Amount Not-to-Exceed $45,000

RECITALS

A. The City of Mequon Engineering Division has advertised and received bids for the 2023 Buntrock Avenue Sidewalk Extension 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 in TIF No. #3 expense accounts and the expenditure was approved at the February 2023 Common Council meeting.

E. To provide for unforeseen conditions, the contract award amount shall be affirmed with a contingency for a total not-to-exceed cost of $45,000.

F. The Committee on Public Works at its meeting on April 11, 2023, 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 2023 Buntrock Avenue Sidewalk Extension contract is awarded to BMCI Construction, Inc. of West Bend, Wisconsin, with a contingency for a total not-to-exceed cost of $45,000 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 11, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 11, 2023.

_____

Caroline Fochs, City Clerk

11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2934
Fax: 262-242-9655
www.ci.mequon.wi.us **Office of Engineering**

TO: **Common Council**
FROM: **Jeremy Dandy, Engineering Technician**
DATE: **April 11, 2023**
SUBJECT: **RESOLUTION 4042 A Resolution Approving Award of the 2023 GSB-88 Bituminous Seal Contract to Fahrner Asphalt Sealers, of Wanaukee, Wisconsin in an Amount Not-to-Exceed $199,000 and Authorizing a Budget Transfer from the Right-of-Way Assets Capital Account to the Annual Road Maintenance Account in an Amount Not-to-Exceed $174,425**

Background

At its February meeting, the Public Works Committee authorized staff to advertise contracts for the 2023 Annual Road Program. For the GSB-88 Bituminous Seal contract base bid, staff advertised 6.8 miles of GSB-88 Bituminous Pavement Sealing at an estimated total base cost of $149,940.

Additive bids A1-A10 included 3.9 miles of additional GSB-88 Bituminous Sealing. The estimate for all of the additional streets was $71,060. The additive bid items are bid per street so that any number of streets may be added 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 2023 Annual Road Program.

The total estimate for the combined base bid and additive items was $221,000.

Please see the attached location map and street list for roads included in the bid.

Analysis

The City received two bids for the 2023 GSB-88 Bituminous Seal contract with a low base bid of $121,009 from Fahrner Asphalt Sealers, of Waunakee, Wisconsin.

The low base bid is approximately 19% less than the original base bid estimate. Staff recommends awarding the 6.8 miles of base bid streets and all additive items A1-A10, which include an additional 3.9 miles.

	Fahrner Asphalt Sealers	Gee Asphalt
Base Bid	$ 121,009.00	$ 198,160.60
Additive Bid Items A1-A10	$ 56,494.00	$ 106,353.00
Total	**$ 177,503.00**	**$ 304,513.60**

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 $199,000, which includes a contingency of approximately 12% 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 September 1, 2023. 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

As discussed at the Public Works Committee meeting on February 14, 2023, staff requested the ability to transfer funds from the Right-of-Way Asset Capital Account to the Annual Road Maintenance capital account to accommodate the need for additional maintenance work beyond the annually budgeted amount of $350,000. As originally presented, This amount was anticipated to be $225,000. Staff is requesting authorization to transfer up to $174,425 from the Right-of-Way Assets account (Project 10001) to the Annual Road Maintenance account (Project 1003). The actual amount of the transfer will be based upon final invoicing for the combination of the previously awarded crack sealing contract, and the GSB-88 project authorized under this item.

Recommendation

A recommendation is forthcoming from the Public Works Committee on April 11, 2023.

Attachments:
2023 GSB-88 Map (PDF)
2023 GSB-88 Bid Summary (PDF)
2023 GSB-88 Street List (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4042

A Resolution Approving Award of the 2023 GSB-88 Bituminous Seal Contract to Fahrner Asphalt Sealers, of Wanaukee, Wisconsin in an Amount Not-to-Exceed $199,000 and Authorizing a Budget Transfer from the Right-of-Way Assets Capital Account to the Annual Road Maintenance Account in an Amount Not-to-Exceed $174,425

RECITALS

A. The City of Mequon Engineering Division has advertised and received bids for the 2023 GSB-88 Bituminous Seal contract.

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

C. The bids received for the project were less than estimated, therefore staff recommends award of the total base bid and additive bid items A1-A10.

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 $199,000.

E. The project shall be invoiced to and paid for from the Annual Road Maintenance Capital Account (Project 10003).

F. If invoicing for the crack sealing and GSB-88 road maintenance contracts exceed available funding in the Annual Road Maintenance capital account (Project 10003), funds shall be transferred from the Right-of-Way Assets capital account (Project 10001) in the exact amount of final invoicing, in an amount not-to-exceed $174,425.

G. The Committee on Public Works at its meeting on April 11, 2023, 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 2023 GSB-88 Contract with Fahrner Asphalt Sealers of Waunakee, 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 Finance Director is authorized to transfer up to $174,425 from the Right-of-Way Assets capital account (Project 10001) to the Annual Road Maintenance capital account (Project 10003), to eliminate any deficit.

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 11, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 11, 2023.

_____

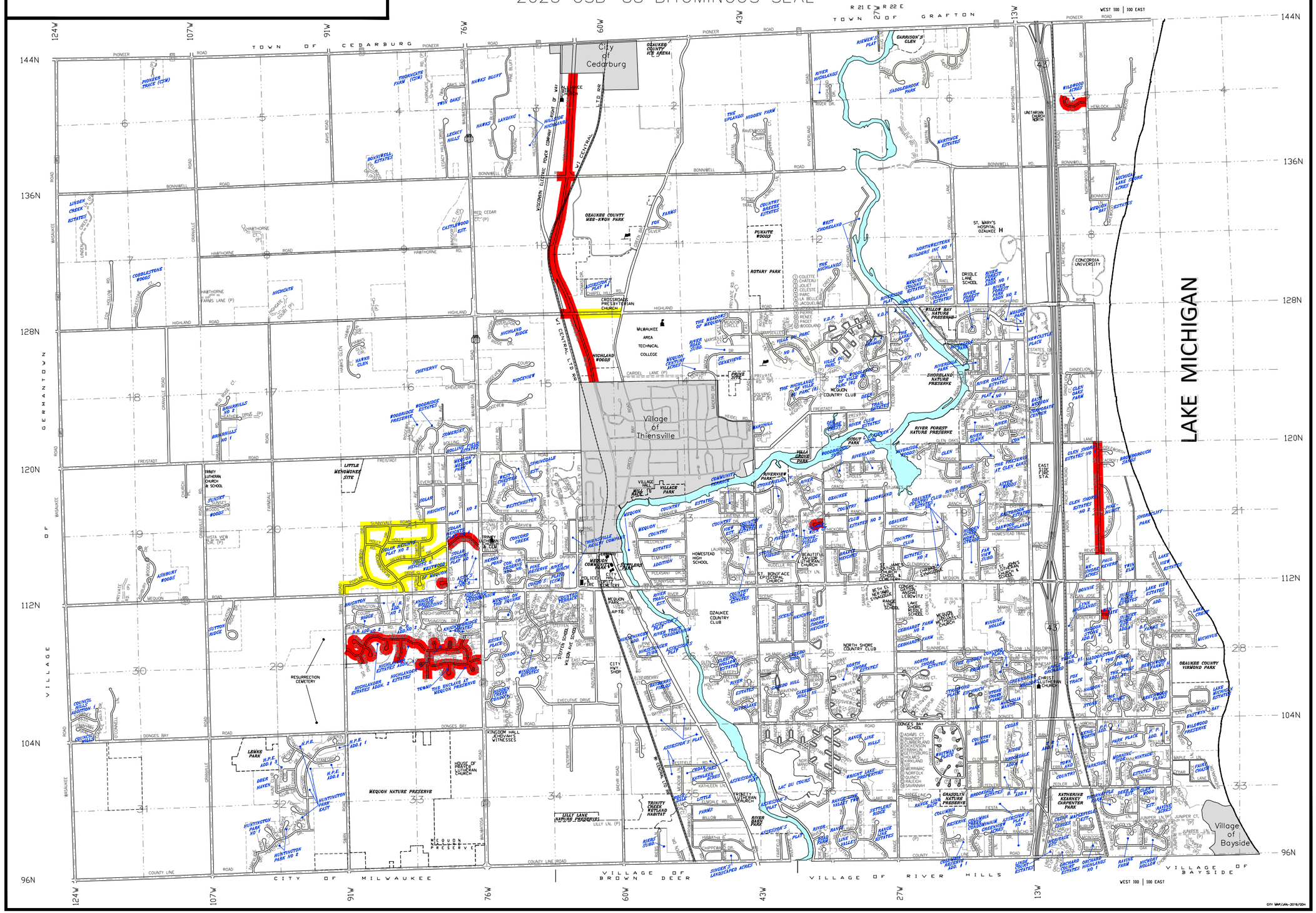
Caroline Fochs, City Clerk

BASE BID - GSB-88

ADDITIVE BID - GSB-88

CITY OF MEQUON

2023 GSB-88 BITUMINOUS SEAL


0 660 1320 2640 5280 Feet
0 1/8 1/4 1/2 1 Mile
R 21 E
R 22 E
T 9 N
T 10 N
GRAFTON
TOWN OF CEDARBURG
City of Cedarburg
Village of Thiensville
Village of Bayside
LAKE MICHIGAN
CITY OF MILWAUKEE
VILLAGE OF BROWN DEER
VILLAGE OF RIVER HILLS
VILLAGE OF BAYSIDE
VILLAGE OF GERMANTOWN
WEST 100 | 100 EAST
144N
136N
128N
120N
112N
104N
96N
124W
107W
91W
76W
60W
43W
27W
13W
PIONEER ROAD
BONNIWELL ROAD
HIGHLAND ROAD
HAWTHORNE ROAD
DONGES BAY ROAD
COUNTY LINE ROAD
MEQUON NATURE PRESERVE
RESURRECTION CEMETERY
MILWAUKEE AREA TECHNICAL COLLEGE
MEQUON COUNTRY CLUB
NORTH SHORE COUNTRY CLUB
OZAUKEE COUNTRY CLUB
OZAUKEE COUNTY ICE ARENA
OZAUKEE COUNTY MEE-KWON PARK
ROTARY PARK
PUKAITE WOODS
HIGHLAND WOODS
LILLY LANE NATURE PRESERVE
RIVER FOREST NATURE PRESERVE
SHORELAND NATURE PRESERVE
WILLOW BAY NATURE PRESERVE
LITTLE MENOMONEE SITE
ST. MARY'S HOSPITAL OZAUKEE
CONCORDIA UNIVERSITY
DRIEDLE LANE SCHOOL
HOMESTEAD HIGH SCHOOL
DONGES BAY SCHOOL
LAKE SHORE MIDDLE SCHOOL
WILSON PARK MIDDLE SCHOOL
CITY HWY. SHOP
POLICE FIRE
MEQUON CITY HALL
KINGDOM HALL JEHOVAH'S WITNESSES
TRINITY LUTHERAN CHURCH & SCHOOL
ST. BONIFACE EPISCOPAL CHURCH
CROSSROADS PRESBYTERIAN CHURCH
CHRIST LUTHERAN CHURCH
BETH EL NEW LIGHT CONGREGATION
UNITARIAN CHURCH NORTH
KATHERINE KEARNEY CARPENTER PARK
LENKE PARK
HUNTINGTON PARK EAST
HUNTINGTON PARK NO 2
SHOREBIRD PARK
SHOREWOOD WOODS
SHOREWOOD HILLS
SHOREWOOD ACRES
WILDWOOD ACRES
MICHIGAN LAKE SHORE ACRES
LAKE VIEW ESTATES
LAKE VIEW ESTATES ADD.
LAKE CREST
LAKE RIDGE ESTATES
LAKE SHORE ESTATES
LAKE SHORE ESTATES NO 2
LAKE SHORE ESTATES NO 3
LAKE SHORE ESTATES NO 4
LAKE SHORE ESTATES NO 5
LAKE SHORE ESTATES NO 6
LAKE SHORE ESTATES NO 7
LAKE SHORE ESTATES NO 8
LAKE SHORE ESTATES NO 9
LAKE SHORE ESTATES NO

CITY OF MEQUON

WISCONSIN

BIDS RECEIVED FOR: 2023 GSB-88 BITUMINOUS SEAL FILE #3762-23

BID OPENING: 3/28/2023 (DATE) 1:00 PM (TIME)

BIDDER	TOTAL BASE BID
Fahrner Asphalt Sealers	$121,009.00
Gee Asphalt	$198,160.60

Attachment: 2023 GSB-88 Bid Summary (RESOLUTION 4042 : 2023 GSB-88 Bituminous Seal Contract

BID PRICE SCHEDULE – 2023 GSB-88 BITUMINOUS SEAL

ITEM NO.	STREET	LOCATION FROM	LOCATION TO	W(ft.)	L(mi.) C/L	PRICE/STREET
MAIN ROADS (West of Milwaukee River)						
1	Cedarburg Road	Village of Thiensville	City of Cedarburg	48,460 SY		
MAIN ROADS (East of Milwaukee River)						
2	Lake Shore Drive	Revere Drive	Glen Oaks Lane	28	0.80	
SUBDIVISIONS (West of Milwaukee River)						
3	Willowbrook Drive	Wauwatosa Road	Vega Avenue	21	0.30	
4	Eastfield Circle	Vega Avenue	Cul-de-sac	22	0.06	
5	Eagle Court	Highlander Drive	Cul-de-sac	22	0.12	
6	Morning Glory Drive	Highlander Drive	End	22	0.07	
7	Tartan Court	Highlander Drive	Cul-de-sac	22	0.12	
8	Raider Court	Highlander Drive	Cul-de-sac	22	0.10	
9	Wildcat Way	Highlander Drive	End	22	0.17	
10	Highlander Drive	Swan Road	Knightsbridge Drive	22	1.09	
11	Tree Sparrow Drive	Highlander Drive	End	22	0.21	
12	Spartan Circle	Highlander Drive	Cul-de-sac	22	0.08	
13	Highlander Court	Highlander Drive	Around Loop	20	0.13	
14	Firefly Drive	Highlander Drive	Mourning Dove Lane	22	0.15	
15	Firefly Court	Mourning Dove Lane	Cul-de-sac	22	0.11	
16	Mourning Dove Lane	Wauwatosa Road	Cul-de-sac	22	0.48	
17	Black Bird Court	Mourning Dove Lane	Cul-de-sac	22	0.11	
SUBDIVISIONS (East of Milwaukee River)						
18	Shady Lane	Lake Shore Drive	Cul-de-sac	22	0.25	
19	Candlewick Court	Riverland Road	Cul-de-sac	24	0.08	
20	Monterey Lane	Wyngate Trace	Bonnie Lynn Drive	22	0.07	
TOTAL BASE BID - BID ITEMS 1 THROUGH 20:						

Contract Price - Base Item: Total Bid for Items 1 through 20

_____ $_____

Written Figures

Attachment: 2023 GSB-88 Street List (RESOLUTION 4042 : 2023 GSB-88 Bituminous Seal Contract Award)

BID PRICE SCHEDULE – ADDITIVE BID ITEMS

ITEM NO.	STREET	LOCATION		W(ft.)	L(mi.) C/L	PRICE/STREET
		FROM	TO			
SUBDIVISION (WEST of Milwaukee River)						
A1	Swan Road	Mequon Road	North to End	22	0.07	
A2	Poplar Drive	Swan Road	Vega Avenue	22	0.78	
A3	Hillview Drive	Meadowbrook Drive	Vega Avenue	21	0.49	
A4	Holly Road	Glenwood Drive	Sunnyvale Road	22	0.58	
A5	Sunnyvale Road	Glenwood Drive	Holly Road	21	0.45	
A6	Glenwood Drive	Poplar Drive	Sunnyvale Road	21	0.40	
A7	Meadowbrook Drive	Mequon Road	Sunnyvale Road	21	0.52	
A8	Westwood Circle	Poplar Drive	Cul-de-sac	22	0.08	
A9	Tower Lane	Holly Road	Hillview Drive	22	0.12	
A10	Highland Road	Cedarburg Road	Green Bay Road	30	0.38	

Attachment: 2023 GSB-88 Street List (RESOLUTION 4042 : 2023 GSB-88 Bituminous Seal Contract Award)

11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2934
Fax: 262-242-9655
www.ci.mequon.wi.us **Office of Engineering**

TO: **Common Council**
FROM: **Cole McCraw, Assistant City Engineer**
DATE: **April 11, 2023**
SUBJECT: **RESOLUTION 4043 A Resolution Approving Award of the Courtland Drive Drainage Improvements Contract to All-Ways Contractors, Inc. of Elm Grove, Wisconsin, in the Amount of $106,000**

Background

Since November 2020, City staff have been working towards a remedy for a failed drainage pipe that resulted in a sink hole in the rear yard of the property at 9731 North Courtland Drive. The original drainage pipe was installed between 1963-1970, with the home construction, presumably to enclose the drainage ditch through the yard. In 1989, the City connected right-of-way drainage to the pipe, and indicated that an easement should be obtained. The original solution, identified as replacement of the failed pipe, went to the Common Council in February 2021, with the condition of obtaining a drainage easement over the replaced pipe.

At the October 2022 Committee of the Whole meeting, staff presented a status update regarding the original alignment for pipe replacement versus relocating to an existing easement through two properties approximately 200 feet south. The alternative drainage route consisted of installing storm sewer across North Courtland Drive to the east, continuing within the ditch along the east side of Courtland Drive, and then back across North Courtland Drive to the existing drainage easement between 9703 and 9641 North Courtland Drive.

The Committee of the Whole recommended to proceed with the original alignment at 9731 North Courtland Drive as the most cost effective and least impactful solution. Post-approval, the City Attorney negotiated the required easement with the property owner.

Analysis

The City received three bids for the Courtland Drive Drainage Improvements Project with the low base bid of $95,939 from All-Ways Contractors. The three bids that were received for the project are summarized below:

Bidder	Base Bid Amount
All-Ways Contractors, Inc.	$95,939.00
Buteyn-Peterson Construction, Inc.	$136,370.00
Globe Contractors	$143,827.00

All-Ways Contractors, Inc. has performed acceptable work for the City in the past and is considered the lowest responsible bidder.

Work on this contract can start as soon as May 1, 2023, and has a completion date of June 30, 2023. The bid summary is attached.

Staff recommends that the Public Works Committee favorably endorse, and the Common Council approve the resolution to award the contract for the Courtland Drive Drainage Improvements.

Fiscal Impact

The project is recommended to be awarded at a not-to-exceed cost of $106,000. As with past public works projects, the award amount includes a contingency for additional services due to unforeseen field conditions. The major and secondary drainage capital account (410798 730016 10013) has sufficient funds to complete the project.

The City will perform the construction management on this project to preserve available funds within the major and secondary drainage capital account.

Recommendation

A recommendation is forthcoming from the Public Works Committee on April 11, 2023.

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4043

A Resolution Approving Award of the Courtland Drive Drainage Improvements Contract to All-Ways Contractors, Inc. of Elm Grove, Wisconsin, in the Amount of $106,000

RECITALS

A. The City of Mequon Engineering Division has advertised and received bids for the Courtland Drive Drainage Improvements Project contract.

B. Staff 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 major and secondary drainage account (410798 730016 10013).

E. To provide for additional services that may result from unforeseen conditions, the contract award amount shall be affirmed with a contingency for a total not-to-exceed cost of $106,000.

F. The Committee on Public Works at its meeting on April 11, 2023, 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 Courtland Drive Drainage Improvements Project contract is awarded to All-Ways Contractors, Inc. of Elm Grove, Wisconsin, with a contingency for a total not-to-exceed cost of $106,000 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 11, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 11, 2023.

_____

Caroline Fochs, City Clerk

11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2934
Fax: 262-242-9655
www.ci.mequon.wi.us **Office of Engineering**

TO: **Common Council**
FROM: **Cole McCraw, Assistant City Engineer**
DATE: **April 11, 2023**
SUBJECT: **RESOLUTION 4044 A Resolution Approving the Award of a Contract for the Fiesta Lane Drainage Study to raSmith of Brookfield, Wisconsin in an Amount Not-to-Exceed $30,000**

Background

The Fiesta Lane drainage inquiry was officially added to the Major and Secondary Drainage project list in 2010, and originally appeared as #26 of 40+ projects with the initial prioritization in 2015. As recently as 2022, the project appeared as #2 on the City's prioritization list.

While resident correspondence regarding this issue dates back more than a decade, the recent rains in February, complicated by frozen ground and snow/ice blocking downstream drainageways and impeding flow, renewed inquiries from residents regarding both the timeline and method for solving the drainage issue.

Staff brought a draft scope of services to be issued as a Request for Proposals (RFP) for an engineering consultant to the Public Works Committee in February. The scope includes tasks such as:

- Review historic and recent resident correspondence
- Analyze information compiled by City staff
- Observe and inspect drainage in the area, including from adjacent subdivisions and recommend drainage solutions.

The Public Works Committee directed staff to move forward with the RFP which was posted on March 16, 2023. The original RFP can be viewed on the City's website here <https://www.ci.mequon.wi.us/sites/default/files/fileattachments/public_works/page/26491/2023-03-16_fiesta_lane_drainage_study_rfp.pdf>.

At a future Public Works Committee meeting, the drainage solution will be selected and included in the design for the road reconstruction and drainage project, tentatively scheduled for bidding with the 2024 Road Program.

Analysis

The RFP was posted on the City's website and directly sent to six consultant firms and two responses were received. Both proposals are posted on the City's website for reference. A summary of the proposal costs is below:

Consultant	Proposal Fee
raSmith	$29,240
Hey & Associates, Inc.	$36,310

Both firms are qualified to perform the work outlined in the proposal. The proposal for the recommended firm is attached. The submitted fee from raSmith is $29,240. Staff notes that the timeline between the proposal due date and the packet deadline did not allow for follow-up negotiations with the proposers. In review of the level of effort submitted, staff is of the opinion that after meeting with the proposer, some of the tasks can be simplified to reduce the contract price. In fairness to the proposer, staff is requesting award based upon the amount identified in the proposal. If approved as a not-to-exceed amount, staff will meet with the proposer to determine if a lower fee can accomplish the same overall goal. If so, the contract will be signed at a lower cost to the City. Otherwise, the not to exceed amount will be held.

As a result of several recent contract awards, the Public Works Committee and Common Council have requested consideration of adding a contingency to proposed contract awards. Therefore, staff is recommending that the resolution approve an amount not-to-exceed $30,000, which includes a small contingency of for additionally authorized efforts. The contingency would allow staff to authorize minor changes in scope related to unexpected field conditions.

Work on this contract can begin as soon as the contract is executed, and the RFP included a schedule with final report delivery in August.

Staff recommends that the Public Works Committee favorably endorse, and the Common Council approve the resolution awarding the contract for the Fiesta Lane Drainage Study.

Fiscal Impact

There is adequate funding available in the major and secondary drainageway account. The proposal is recommended for award in the amount of $30,000. If approved, staff will work with the consultant to negotiate a lower fee on certain items in the scope that may be able to be simplified.

Currently, Fiesta Lane is priority #2 on the 2022 Major and Secondary Drainage Way CIP List behind Courtland Drive drainage improvements and Shorecliff Lane. The Courtland Drive construction contract award is also being considered on April 11, 2023. Shorecliff Lane work will be considered with a future road program project.

Recommendation

A recommendation is forthcoming from the Public Works Committee on April 11, 2023.

Attachments:
raSmith Proposal for City of Mequon Fiesta Lane Project (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4044

A Resolution Approving the Award of a Contract for the Fiesta Lane Drainage Study to raSmith of Brookfield, Wisconsin in an Amount Not-to-Exceed $30,000

RECITALS

A. The City of Mequon Engineering Division has advertised and received proposals for a Drainage Capital Improvement Stormwater Study in the vicinity of Fiesta Lane.

B. Staff reviewed the various proposals and qualifications for the contracts.

C. Staff has determined that the proposals 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 major and secondary drainage account.

E. To provide additional services that may result from the alternative analysis, the contract award amount shall be affirmed with a small contingency, for a total not-to-exceed cost of $30,000.

F. If authorized, staff will enter into negotiations to simplify the level of effort and reduce the overall contract price.

G. The Committee on Public Works at its meeting on April 11, 2023, approved staff's recommendation.

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

1. A contract for the Fiesta Lane Drainage Capital Improvement Stormwater Study is awarded to raSmith of Brookfield, Wisconsin, in an amount not-to-exceed $30,000, 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 11, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 11, 2023.

_____

Caroline Fochs, City Clerk

March 31, 2023

raSmith

CREATIVITY BEYOND ENGINEERING



Engineering Consulting Services:

City of Mequon

Fiesta Lane Drainage Capital Improvement Stormwater Study

Attachment: raSmith Proposal for City of Mequon Fiesta Lane Project (RESOLUTION 4044 : Fiesta Lane Drainage Study Award)

(262) 781-1000
rasmith.com

16745 West Bluemound Road
Brookfield, WI 53005-5938



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03 Similar Projects

06 Project Schedule

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Attachment: raSmith Proposal for City of Mequon Fiesta Lane Project (RESOLUTION 4044 : Fiesta Lane Drainage Study Award)

Cover Letter

March 31, 2023

raSmith
CREATIVITY BEYOND ENGINEERING

16745 West Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000

Ms. Kristen Lundeen
Director of Public Works/City Engineer
City of Mequon – Engineering Division
11333 N. Cedarburg Road
Mequon, WI 53092

Re: Request for Proposals | Fiesta Lane Drainage Capital Improvement Stormwater Study

Dear Ms. Lundeen:

raSmith is pleased to be considered to provide a stormwater study for proposed capital improvements for drainage improvements to Fiesta Lane in the City of Mequon. Our project team has experience performing this type of drainage study and is very excited about the opportunity to provide exceptional service for this high priority. The following key strengths set us apart.

Extensive Experience

raSmith's municipal services division only serves local municipalities, so all staff are sensitive to the needs of communities. We are knowledgeable and trusted in the industry. Our municipal staff of engineers, technicians, and specialists allows us to provide the appropriate personnel with the applicable experience. We have extensive experience with drainage studies and have provided solutions to mitigate drainage problems throughout Wisconsin.

Project Approach

Our reputation as a trusted advisor to our clients revolves around our ability to solve even the most complex challenges in a common sense and cost-effective manner. While we certainly draw from our experience, we look at each project individually to identify and recommend the best solutions. raSmith understands the scope of services desired and has provided similar services for our community clients.

Staff Availability

Our team has the capacity to focus on the specific needs of your community immediately. We are prepared to meet the schedule provided in the RFP and will work closely with the City to allow for the implementation of the drainage improvements during the 2024 construction season. We have staff in multiple offices to allow flexibility to inspect the area at a moment's notice during wet and/or dry weather. I can be reached at brad.hartjes@rasmith.com or (920) 843-5737. raSmith has a reputation for delivering projects on time while maintaining the highest quality standards for our clients.

We look forward to providing a stormwater study for the City of Mequon and are prepared to exceed your expectations with an experienced and committed project team.

Sincerely,
raSmith



Brad Hartjes, P.E.
Project Manager

Attachment: raSmith Proposal for City of Mequon Fiesta Lane Project (RESOLUTION 4044 : Fiesta Lane Drainage Study Award)

Firm Qualifications

raSmith is a multi-disciplinary consulting firm comprising civil engineers, structural engineers, traffic engineers, land surveyors, development managers, landscape architects, and ecologists. Our services are focused on our public and private sector clients' needs in design and construction including site design, structural engineering, municipal engineering, transportation and traffic, surveying, construction services, and geographic information systems (GIS). We work on projects nationwide from our seven locations. Richard A. Smith, M.S., P.E., F.ASCE, founded raSmith in 1978. Richard A. Smith Jr., P.E., (Ricky) leads the firm as president. The firm currently employs a staff of 220.



Our Services

Cold-Formed Steel Engineering
Construction Inspection/Management
Development Management
Ecological
GIS (Geographic Information Systems)
Grant Writing
Hydrographic Surveying
Land Surveying
Landscape Architecture
LiDAR (3D Laser Scanning)
Municipal Engineering
Site Design
Structural Engineering
Traffic Engineering
Transportation Engineering
UAS (Unmanned Aircraft Systems)
Water Resources
Water/Wastewater Engineering

Locations

Wisconsin:
Brookfield
Appleton
Cedarburg
Madison
Milwaukee

Illinois:
Naperville

California:
Irvine

Attachment: raSmith Proposal for City of Mequon Fiesta Lane Project (RESOLUTION 4044 : Fiesta Lane Drainage Study Award)

raSmith
CREATIVITY BEYOND ENGINEERING

Similar Projects



Bay Lane Drive Reconstruction Stormwater BMP

Muskego, WI

The Bay Lane Drive reconstruction project consisted of transforming an existing two-lane asphalt road with gravel shoulders and roadside ditches in a residential area to a hybrid rural and urban cross section with storm sewer. To achieve the water quantity and quality requirements, a highly effective best management practice (BMP) was needed as the best management practice could only treat a third of the project area due to drainage divides. Grass swales and sumped catch basins were used in areas not tributary to the BMP. raSmith provided roadway and grading design, utility design, erosion control design, wetland delineation, and an hydrologic analysis for the project.

raSmith began the design process with evaluation of alternatives that would help meet water quality and quantity standards, be applicable for MMSD Green Infrastructure funding, and fit on a recently acquired vacant lot. The final BMP design consisted of a green infrastructure swale detention system. The system consists of a 6-foot-wide meandering swale that conveys runoff from the project to a permanent pool. This detention area outlets using a 4-foot vertical riser structure with a 3-inch orifice. A 12-inch RCP exits the outlet structure and ties into an existing catch basin along Woods Road. Native landscaping was planted throughout the BMP area using a combination of a floodplain seed mix and short prairie grass seed mix.

The 2019 BMP construction cost of $66,000 was funded by the MMSD Green Solutions program.

Client

City of Muskego

Project Team

Gary Raasch, P.E., CFM
Tim Barbeau, P.E., PLS
Riley Stone, P.E.

Contact

Dave Simpson, P.E.
Director of Public Works
(Formerly with City of Muskego)
11100 Walnut Road
Wauwatosa, WI 53226
(414) 471-5422
dsimpson@wauwatosa.net

raSmith
CREATIVITY BEYOND ENGINEERING

Attachment: raSmith Proposal for City of Mequon Fiesta Lane Project (RESOLUTION 4044 : Fiesta Lane Drainage Study Award)

Similar Projects







Cherry Hill Drive Drainage Improvements

Mount Pleasant, WI

The Village of Mount Pleasant sought bids for a storm sewer/drainage improvement project to address poor and inadequate drainage within the southernmost 500+ feet of the Cherry Hill Drive right-of-way. The Village's original concept plan included nearly 1,300 feet of new 18- to 21-inch storm sewer that spanned across the rear yards of several residential parcels.

However, raSmith, through a hydrologic and hydraulic analyses and the alternative evaluation process, came up with an alternative route that significantly reduced the length of pipe needed and the number of properties that would be impacted by this project. After obtaining the proper project permissions, raSmith developed construction bidding documents for the installation of approximately 300 feet of new 21-inch equivalent diameter storm sewer pipe that will capture overland flow from the east and west ditch lines of Cherry Hill Drive and convey these flows to a discharge point located near the northwest corner of a parcel owned by the Wisconsin Department of Transportation (WisDOT). The biggest challenge was to design a new system that would minimize increases in peak flows so that the impacts downstream will be negligible.

Client

Village of Mount Pleasant

Project Team

Gary Raasch, P.E., CFM
Ryan Mann
Kyle Belott, GISP

Contact

Anthony Beyer, P.E.
Utility Manager
8811 Campus Drive
Mount Pleasant, WI 53406
(262) 664-7849
tbeyer@mtpleasantwi.gov

raSmith
CREATIVITY BEYOND ENGINEERING

Attachment: raSmith Proposal for City of Mequon Fiesta Lane Project (RESOLUTION 4044 : Fiesta Lane Drainage Study Award)

Similar Projects







Cotter Street Stormwater Study & Design

Appleton, WI

In the City of Appleton's Southwest Industrial Park, excess runoff accumulated at the intersection of Cotter Street and Haskel Street and overflowed from public right-of-way into private storm sewers located beneath a building. Additional development had recently occurred on this property and additional development is anticipated in the near future.

Alternatives to manage stormwater runoff within the right-of-way were identified. raSmith staff developed an XPStorm 2D model to evaluate and size alternatives including collection system improvements, underground detention, open dry detention, and open wet detention facilities. The alternatives also addressed potential for stormwater pollutant removal from public and private stormwater runoff, evaluated with WinSLAMM.

Stormwater collection system improvements and a wet detention basin, sized for 100-year runoff from ultimate development, were selected as the appropriate solution. raSmith designed these facilities, which were constructed in 2017.

Client

City of Appleton

Project Team

Gary Raasch, P.E., CFM

Contact

Sue Olson, P.E.
Project Engineer
City of Appleton
100 N. Appleton Street
Appleton, WI 54911
(920) 832-6473
sue.olson@appleton.org

raSmith
CREATIVITY BEYOND ENGINEERING

Attachment: raSmith Proposal for City of Mequon Fiesta Lane Project (RESOLUTION 4044 : Fiesta Lane Drainage Study Award)

Project Schedule

City of Mequon - Fiesta Lane Drainage Study	2023																							
	April				May				June				July				August				September			
WEEK	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Task	★	Contract awarded and begin work																						
Drainage Analysis & Identification of Type of Solution																								
RESEARCH AND OBSERVATION																								
Review Historic Documentation from City Records and Residents																								
Review SWMP for Adjacent Subdivisions																								
Complete Assessment of Adjacent Subdivisions vs. Design Plans																								
Complete Inspection of Drainage for Adjacent Subdivisions																								
Analyze Adjacent Subdivisions for Conformance with Ordinance																								
Analyze Need to Address Runoff from Adjacent Subdivisions																								
Survey of Ditches and Culvers on Fiesta Lane																								
Drainage Basin Observations																								
REVIEW THE 1999 SWMP																								
PREPARE A DRAFT REPORT SUMMARIZING THE FOLLOWING:																								
Conclusion of Analysis of Drainage in Adjacent Subdivisions																								
Assessment of the Adequacy of the Existing Drainage Facilities																								
Compare Survey Results to 1999 SWMP																								
Exhibit of Drainage Impediments																								
Document Damaged Conveyance Structures/Channels																								
Identify the Type of Drainage Solutions Required																								
Identify the Extent to Which the Drainage Solutions Will Help																								
Identify the Location of Drainage Solutions																								
Provide Drainage Report to City									★															
Attend Public Works Committee Meeting										★														
Presentation of Drainage Solution Options																								
Provide at Least Three (3) Alternative Drainage Solutions																								
Provide Drainage Report to City Staff																★								
Attend Public Works Committee Meeting																			★					

Milestone Dates

April 11, 2023, Notice of Award of Contract
June 2, 2023, Drainage Report Due to City Staff
June 13, 2023, Attend the Public Works Committee Meeting
July 28, 2023, Drainage Solution Options Due to City Staff
Resident Review
August 15, 2023, Attend the Public Works Committee Meeting

raSmith
CREATIVITY BEYOND ENGINEERING

Attachment: raSmith Proposal for City of Mequon Fiesta Lane Project (RESOLUTION 4044 : Fiesta Lane

Project Fees

City of Mequon - Fiesta Lane Drainage Capital Improvement Stormwater Study

3/31/2023

raSmith No. 2235336	Senior Project Engineer	Project Engineer	Estimated Labor		Travel and Expenses		raSmith Expenses	Total Fee
Task Descriptions *Assignee:*	HartjesB	Stone		Labor Fee	Mileage	Misc	Total	
A. Drainage Analysis and Identification of Type of Solution (Totals = 115 hrs, $21527)								
RESEARCH AND OBSERVATION								
REVIEW HISTORIC DOCUMENTATION FROM CITY RECORDS AND RESIDENTS	1	4	5	$ 783			$ -	$ 783
REVIEW SWMP FOR ADJACENT SUBDIVISIONS	2	6	8	$ 1,260			$ -	$ 1,260
COMPLETE ASSESSMENT OF ADJACENT SUBDIVISIONS VS. DESIGN PLANS	1	4	5	$ 783			$ -	$ 783
COMPLETE INSPECTION OF DRAINAGE FOR ADJACENT SUBDIVISIONS	-	2	2	$ 306			$ -	$ 306
ANALYZE ADJACENT SUBDIVISIONS FOR CONFORMANCE WITH ORDINANCE	2	6	8	$ 1,260			$ -	$ 1,260
ANALYZE NEED TO ADDRESS RUNOFF FROM ADJACENT SUBDIVISIONS	1	2	3	$ 477			$ -	$ 477
SURVEY OF DITCHES AND CULVERTS ON FIESTA LANE	-	-	-	$ 3,500			$ -	$ 3,500
DRAINAGE BASIN OBSERVATIONS	-	8	8	$ 1,224			$ -	$ 1,224
REVIEW THE 1999 SWMP	4	12	16	$ 2,520			$ -	$ 2,520
PREPARE A DRAFT REPORT SUMMARIZING THE FOLLOWING:								
CONCLUSION OF ANALYSIS OF DRAINAGE IN ADJACENT SUBDIVISIONS	2	4	6	$ 954			$ -	$ 954
ASSESSMENT OF THE ADEQUACY OF THE EXISTING DRAINAGE FACILITIES	2	4	6	$ 954			$ -	$ 954
COMPARE SURVEY RESULTS TO 1999 SWMP	6	12	18	$ 2,862			$ -	$ 2,862
EXHIBIT OF DRAINAGE IMPEDIMENTS	-	6	6	$ 918			$ -	$ 918
DOCUMENT DAMAGED CONVEYANCE STRUCTURES/CHANNELS	-	4	4	$ 612			$ -	$ 612
IDENTIFY THE TYPE OF DRAINAGE SOLUTIONS REQUIRED	1	2	3	$ 477			$ -	$ 477
IDENTITY THE EXTENT TO WHICH THE DRAINAGE SOLUTIONS WILL HELP	2	4	6	$ 954			$ -	$ 954
IDENTITY THE LOCATION OF DRAINAGE SOLUTIONS	-	4	4	$ 612			$ -	$ 612
PROVIDE DRAINAGE REPORT TO CITY	-	3	3	$ 459			$ -	$ 459
ATTEND PUBLIC WORKS COMMITTEE MEETING	-	4	4	$ 612			$ -	$ 612
B. Presentation of Drainage Solution Options (Totals = 49 hrs, $7713)								
PROVIDE AT LEAST THREE (3) ALTERNATIVE DRAINAGE SOLUTIONS	12	32	44	$ 6,948			$ -	$ 6,948
PROVIDE DRAINAGE REPORT TO CITY STAFF	-	1	1	$ 153			$ -	$ 153
ATTEND PUBLIC WORKS COMMITTEE MEETING	-	4	4	$ 612			$ -	$ 612
Total Hours:	36	128	164					
Labor Fee and Expenses:	$ 6,156	$ 19,584		$ 29,240				**$ 29,240**

Attachment: raSmith Proposal for City of Mequon Fiesta Lane Project (RESOLUTION 4044 : Fiesta Lane Drainage Study Award)

raSmith
CREATIVITY BEYOND ENGINEERING

11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2934
Fax: 262-242-9655
www.ci.mequon.wi.us **Office of Engineering**

TO: **Common Council**
FROM: **Cole McCraw, Assistant City Engineer**
DATE: **April 11, 2023**
SUBJECT: **RESOLUTION 4045 A Resolution Approving a Development Agreement for Swan Ridge Farms Phase I, Consisting of 41 Lots Within a Total 83-Lot Subdivision Located Immediately South and West of 10129 North Swan Road**

Background

The applicant, MK/S-EP, LLC, is requesting development agreement approval for the Swan Ridge Farm Subdivision, the 41-lot south phase within an 83-lot total residential development upon the property located immediately south and west of 10129 North Swan Road. The rezoning and concept plan were approved by the Common Council on April 12, 2022, and the preliminary plat and development agreement were recommended for approval by the Planning Commission on March 20, 2023.

Analysis

The developer utilized the City's template development agreement, which was modified and submitted to City staff. The final version of the document is included in the packet.

The development agreement provides for the opportunity to construct four (4) principal structure model buildings prior to final plat approval, with the understanding that the units cannot be sold, or title transferred until the associated plat is recorded. This is consistent with the table approved as a part of the template document.

Per a condition of approval by the Planning Commission, sewer-related sections, including Section 11.f., of the development agreement are subject to approval by the Sewer Utility District Commission. Any changes approved may be incorporated into the attached development agreement.

Additionally, the Planning Commission approved the development agreement conditioned on Water Utility Commission approval of water-related sections of the development agreement, including Section 12(a)(x).

Any changes approved by either of the Utility Commissions may be incorporated into the attached development agreement. Utility-related sections of the attached development agreement are highlighted for reference.

Fiscal Impact

The subdivision is proposed to be served by public water and sewer and public streets which will

be built by the Developer and contributed to Mequon's public utilities and the City. Reimbursement is contemplated for the public water infrastructure required for service to the municipal water system. As written, the Mequon Water Utility will reimburse a portion of water facilities installed which are oversized for transmission, as well as for the installation of the meter pit. Long-term, contributed capital infrastructure will increase utility and City maintenance costs. Conversely, tax and utility revenue will increase from that generated by the existing parcel.

Recommendation

On March 20, 2023, the Planning Commission adopted a recommendation in favor of approving the proposed development agreement by a vote of 8-0. Further recommendations regarding approval are forthcoming from the Mequon Water Utility Commission and Sewer Utility District Commission on April 11, 2023, regarding the relevant sections of the Development Agreement.

Attachments:
2023-03-16 Swan Ridge Farm DA (PDF)
Zoning Map (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4045

A Resolution Approving a Development Agreement for Swan Ridge Farms Phase I, Consisting of 41 Lots Within a Total 83-Lot Subdivision Located Immediately South and West of 10129 North Swan Road

RECITALS

A. The Swan Ridge Farm Phase 1 residential development consists of 41 lots to be located directly south and west of 10129 North Swan Road.

B. The Planning Commission recommended approval of the Development Agreement for the subdivision on March 20, 2023.

C. The Development Agreement provides for the installation of improvements and the payment of fees in accordance with the City Engineer's report.

D. The Mequon Water Utility Commission and Sewer Utility District Commission approved relevant sections of the Development Agreement on April 11, 2023.

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

1. The Development Agreement for the Swan Ridge Subdivision project is approved, subject to any technical, clerical 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 11, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 11, 2023.

_____
Caroline Fochs, City Clerk

Document Number	**DEVELOPMENT AGREEMENT FOR SWAN RIDGE FARM** Document Name

THIS DEVELOPMENT AGREEMENT ("Agreement") is made as of _____, 20__, by MK/S-EP, LLC (the "Developer") and the City of Mequon, a municipal corporation (the "City").

RECITALS

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

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

C. This Agreement describes the Public Improvements, as defined below, that are necessary to complete the Developer's proposed development of Phase 1 of the Property (the "Development"), the Private Improvements, as defined below, and other terms and conditions of the Development.

Recording Data
Name and Return Address City Engineer 11333 N Cedarburg Road Mequon, WI 53092
Parcel Identification Number

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

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

AGREEMENTS

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

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

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

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

Attachment: 2023-03-16 Swan Ridge Farm DA (RESOLUTION 4045 : Swan Ridge Farms)

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

2. Proposed Development Plan. The Development as proposed is depicted on the Developer's proposed development plan. The proposed development plan was granted Preliminary Plat approval by the Planning Commission on March 20, 2023, such approval being valid for two years from the approval date provided that construction has been commenced within that time period. The Preliminary Plat is an expression of approval or conditional approval of the layout submitted and is a guide to the preparation of the Final Plat which will be subject to further consideration by the Planning Commission at the time of its submission. Developer intends to develop the Property in accordance with the Swan Ridge Farm Phasing Plan approved by the City as part of the Preliminary Plat approval. The first phase generally consists of the southern half of the Property and includes Lots 1 through 41 and the Outlot areas adjacent to said lots ("Phase 1"). The lot numbers described in this Section 2 refer to those lot numbers shown on the Swan Ridge Farm Preliminary Plat last revised on February 28, 2023.

PLANS AND SPECIFICATIONS

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

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

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

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

Attachment: 2023-03-16 Swan Ridge Farm DA (RESOLUTION 4045 : Swan Ridge Farms)

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

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

(b) Show 2' contours for both existing and proposed grades for building pads and show any culverts and storm sewers.

(c) Indicate and detail the cross-section and profiles of all drainage ways and erosion protection.

(d) Show minimum setback and offset dimensions and building grades approved by the City.

(e) For all land disturbing activities, show existing contours at least 200' into adjacent parcels.

(f) Show the location and dimension of all construction site management measures to control erosion and sedimentation.

(g) Include minimum elevations for the proposed top of principal building foundation walls based on proposed building envelopes and approved finished yard grades.

(h) The master grading and stormwater management plans for the entire Property shall be submitted to and approved by the City Engineer prior to starting construction of Phase 1.

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

(a) Provide for a complete storm drainage system, including one or more detention basins and/or retention ponds, culverts, storm sewer and open ditches that are adequate to accommodate expected surface water flow within and through the Development and drain the surface water from and through the Development in accordance with the Code, Chapter 13 of the Milwaukee Metropolitan Sewerage District ("MMSD") rules, and the regulations of the Wisconsin Department of Natural Resources (the "DNR"), as may be applicable.

(b) Show all tributary areas to the proposed drainage system and downstream analysis within 1,500 feet of the Property, including all proposed and existing drainage structures in the drainage system area.

(c) Show drainage easements by dimension and detailed cross-section.

(d) Provide for erosion protection through minimum velocity design and restoration of all areas adjacent to existing and proposed roadways to conform to the approved roadway cross-section.

(e) Address erosion control on all ditch invert slopes exceeding five percent (5%). Any such slope that is greater than five percent (5%) may only be approved after review and acceptance by the City Engineer. To the extent any such slope shall be greater than five percent (5%), additional analysis of the velocity of the flow and slope protection shall be provided, and such slope might not be approved.

Attachment: 2023-03-16 Swan Ridge Farm DA (RESOLUTION 4045 : Swan Ridge Farms)

(f) All roadside ditches and drainage easements shall be designed with a minimum one percent (1%) slope. Any such slope that is less than one percent (1%) may only be approved after review and acceptance by the City Engineer. To the extent any such slope shall be less than one percent (1%), additional analysis of the velocity shall be provided, and such slope might not be approved.

(g) Provide on-site stormwater management facilities that comply, to the satisfaction of the City Engineer, with the City's stormwater ordinances and MMSD Chapter 13 rules and regulations.

(h) Provide hydrologic calculations for the 2-, 10- and 100-year development conditions.

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

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

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

9. Landscaping, Open Space and Signage Plans**.**

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

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

(c) Developer shall plant all street trees between September 1st and October 15th in the year that the Final Plat was approved by Common Council. Dates may be modified at the discretion of the City Forester. Landscaping other that street trees shall be installed prior to Common Council approval of the Final Plat unless the Final Plat is approved in the months of January through April in which case landscaping shall be installed by June 30th of that year.

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

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

Attachment: 2023-03-16 Swan Ridge Farm DA (RESOLUTION 4045 : Swan Ridge Farms)

10. Street Plans.

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

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

(i) All new streets shall be constructed with a twelve-inch (12") road base consisting of twelve inches (12") of one and one-quarter inch (1¼") crushed stone base course. The initial surface shall consist of two and one-half inches (2½") of bituminous binder course. Streets and driveways shall be constructed to the City's typical cross-section. The final one and one-half inch (1½") asphalt surface course shall be constructed within 14 days of the construction of the binder course subject to the requirements of Section 49 of this Agreement.

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

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

(d) The Developer shall provide road connections, within City right-of-way, to the Huntington Park subdivision at West Huntington Drive.

(e) The Developer shall provide a crosswalk from the Development to the Mequon Nature Preserve parking lot. Sidewalk, pavement marking, and signage shall conform to the SSLD and MUTCD.

(f) The Developer shall provide a transition from curb and gutter to match the existing cross section in Huntington Park west of Cygnet Court on W. Huntington Drive and west of Cob Drive on Tundra Court.

11. Sanitary Sewer System Plans. The Development will have a public sanitary sewer system. The plans for the system shall:

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

(b) Be designed to meet the ultimate needs of the Development in accordance with the City's sanitary sewer system plan. The West Trunk Sanitary Sewer System Plan identified additional lift station capacity is necessary to serve the proposed Development. The force main capacity improvements necessary to serve the Development and Huntington Park according to the West Trunk Sanitary Collection System and Lift Station Planning Study prepared by SEH last revised on October 14, 2021, will be designed, constructed and paid for by the Mequon Sewer Utility District.

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

(d) Show all sanitary sewer lateral locations.

Attachment: 2023-03-16 Swan Ridge Farm DA (RESOLUTION 4045 : Swan Ridge Farms)

(e) Be designed so the public mainline meets the City's master plan for the area, in terms of depth and size, and be extended to the Adjacent Properties.

(f) Provide legal and practical sanitary sewer service to the properties located at 10133 and 10129 North Swan Road ("Adjacent Properties"). Legal and practical sanitary sewer service is defined as:

i. City and regulatory approval of a private sewer service ("Private Sewer Service") to the Adjacent Properties.
ii. Construction of the Private Sewer Service in conformance to Section 4.4 of the Standard Specifications for Land Development, current edition. Based on the requirements of Section 4.4, the Private Sewer Service will be designed to flow by gravity. Provided that the Private Sewer Service meets the requirements of Section 4.4, the City shall not require Developer to increase the depth of the public sanitary sewer system in order to accommodate gravity flow from the basements of the Adjacent Properties.
iii. The Private Sewer Service shall connect to the public sanitary sewer infrastructure within the right-of-way and terminate with a sanitary manhole at the intersection of the property lines of the Adjacent Properties and Outlot 7. The Private Sewer Service shall be constructed within an easement.
iv. A Sanitary Sewer Easement and Declaration Agreement is required for the benefit of the owners of the Adjacent Properties. The easement shall be a minimum of 20 feet wide, centered on the Private Sewer Service and be located either between Lots 78 and 79, between Lots 79 and 80 or between Lots 80 and 81. The easement shall be exclusive of all other infrastructure and impediments, including stormwater management facilities.
v. The Private Sewer Service shall be installed in its entirety at the time of the public sanitary sewer installation and must be functional prior to final plat approval. As the Developer is phasing the public sanitary sewer installation, if the Private Sewer Service is not installed prior to final plat approval for Phase 1, the following conditions must be met:
    1. The Developer shall pay the annual Sewer Tax for the properties located at 10133 and 10129 North Swan Road each year by December 31, effective the date of final plat until the terms of this section are met.
    2. The Developer shall provide to the City an estimate of the public sewer infrastructure costs extending from the Phase 1 limits up to and including the Private Sewer Service, including the costs of inspections, construction, installation, backfill, structures and easements. The estimate shall be subject to review and approval by the City Engineer. The Developer shall, prior to final plat, provide to the City a letter of credit in the amount of 120% the approved estimate. The letter of credit shall be issued by a local financial institution on the International Chamber of Commerce form or its equivalent. The form and content shall be acceptable to the City Attorney. The Developer shall pay all costs of completing the public sanitary infrastructure and Private Sewer Service work. If the public sanitary infrastructure and Private Sewer Service work is not completed to the satisfaction of the City on or before 14 months after the final plat is recorded, or upon the occurrence of an Event of Default, as defined below or hereafter, the City may draw on demand the full amount of the Letter of Credit to defray the costs of finishing the work, including without limitation labor, material and costs regularly charged by the

Section 11(f) subject to Mequon SUDC approval

Attachment: 2023-03-16 Swan Ridge Farm DA (RESOLUTION 4045 : Swan Ridge Farms)

Section 11(f) subject to Mequon SUDC approval

City for its staff's time. The City shall hold such funds and apply them as costs are incurred. The City shall refund the balance to the Developer, if any, after the work is completed. If the funds are inadequate to defray the costs, the Developer shall owe the balance to the City.

3. The Developer shall record the Sanitary Sewer and Easement and Declaration Agreement, subject to City Attorney approval, as outlined in Section 11.(f)iv.
4. The Developer shall record a public sanitary sewer easement, subject to City Attorney approval, for the public sanitary sewer easement from the Phase 1 plat boundary to the Sanitary Sewer Easement and Declaration Agreement. The public sanitary sewer easement shall be a minimum of 20 feet wide and grant the City the ability to fulfill the requirements of Section 11.(f)v.2.
5. Prior to the recording of the final plat for Phase 2, the public sanitary sewer easement shall be vacated.

12. Water System Plans.

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

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

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

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

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

(v) The public mainline shall be extended to the west line of the Property within W. Huntington Drive.

(vi) Developer shall record a watermain and access easement across the remnant parcel of the Development, from the termination of the watermain in Phase 1, along the shortest route to Swan Road. The easement shall grant the Mequon Water Utility the right to install, operate and maintain public water infrastructure within the easement should future phases fail to develop. The easement shall be vacated prior to final platting the second phase and be submitted to the City Engineer for review prior to the approval of the final plat.

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

(viii) The mainline water main shall meet Water Utility standards for ISO recommended fire flows of 2,500 gpm, which may require increasing the pipe size for any dead end mains.

(ix) Dead end mains must be terminated with a public hydrant or blow off assembly.

(x) Developer to connect to existing watermain near the intersection of Swan Road and County Line Road and extend the water transmission main to the northeast corner of the Property in accordance with the following requirements:

Section 12 subject to Mequon Water Utility Commission approval

Attachment: 2023-03-16 Swan Ridge Farm DA (RESOLUTION 4045 : Swan Ridge Farms)

Section 12 subject to Mequon Water Utility Commission approval

a. To contract for the design and construct a meter pit, mains, valves, fittings and any and all other facilities necessary to deliver water to serve the lots in the proposed Development, at their cost, in a manner consistent with any and all applicable federal, state and local statutes, regulations and ordinances and complying with the current version of the Mequon Standard Specifications for Land Development and the Mequon Water Utility Water Connection Policy

b. To construct the wholesale water meter pit near the intersection of County Line Road and Swan Road, including connection to Milwaukee Water Works water mains. For the meter pit construction, the Mequon Water Utility will reimburse the Developer the percent difference between the water main diameter for the development demand and for the system demand. For example, if the Development requires 10-inch water main to meet the requirements of the Mequon Water Utility Water Connection Policy, but a 16-inch water main is required for the transmission main, the Mequon Water Utility shall reimburse 37.5% of the water meter pit cost (difference in water main diameter divided by diameter of transmission main).

c. To construct an oversize water main from the meter pit to the northeast corner of the Development so that it can be used as a transmission main for the Water Utility.

d. Any portion of the costs eligible for reimbursement shall be reimbursed in accordance with the Mequon Water Utility Water Connection Policy, payable at the time of final plat.

(b) Fire Protection.

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

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

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

CONSTRUCTION REQUIREMENTS

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

15. General Standards; Strict Compliance with Plans. All construction shall conform to the City's Standard Specifications for Land Development, latest edition. Construction will strictly conform to the Plans, including any Plan revisions approved by the City Engineer. The City may require the Developer to replace all the Improvements that deviate from the Plans unless the Developer seeks and obtains prior written approval from the City Engineer for such deviations.

Attachment: 2023-03-16 Swan Ridge Farm DA (RESOLUTION 4045 : Swan Ridge Farms)

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

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

18. Lien Waivers. As a condition of the final written certification of the Improvements by the City Engineer, as described in Section 55(a) of this Agreement, and approval, acceptance and dedication of the Improvements by the City, the Developer shall provide to the City lien waivers from all contractors and material suppliers performing work or supplying materials for the installation of the Improvements.

19. No Lot Assessments for Improvements. The costs and value of the Public Improvements will become an integral value of the abutting property; therefore, the Developer shall not make any assessment on future lots in the Development for the cost of the Public Improvements, except for street trees.

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

21. Wetlands. Wetland boundaries shall be identified and marked in the field and verified by the DNR, unless the person delineating the wetlands is a DNR assured delineator. The wetlands and setbacks shall be identified on the preliminary and final plats. Temporary wetland boundary protection shall be maintained, and setbacks observed, during all phases of land disturbance and construction. No wetland shall be filled without prior approval of the DNR.

22. Additional Erosion and Runoff Control Requirements**.**

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

(b) The Developer shall install the drainage system, including stormwater ponds and temporary and permanent swales, first. The swales shall be planted with fast growing grasses immediately after grade certification by the City or its designated agent. The City may request temporary mulching if disturbed ground is exposed and not actively being graded for more than seven days. Straw, hay bales, check dams or silt fences shall be placed in the drainage system as sediment traps in accordance with established best management practices. The City shall approve the Developer's erosion control plan prior to starting any land disturbing activities.

Attachment: 2023-03-16 Swan Ridge Farm DA (RESOLUTION 4045 : Swan Ridge Farms)

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

(d) The Developer shall protect all disturbed soils left inactive for more than seven days with mulch, temporary annual grasses, erosion matting or other method in conformance with WDNR Technical Standards and approved by the City.

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

(f) The Developer will periodically inspect the above-described systems and erosion control measures, including after each rain event of 0.5" or more, and shall promptly maintain, repair and replace them to their originally approved condition.

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

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

25. Additional Street and Street Signage Requirements.

(a) Prior to the commencement of any construction activity, the Developer shall meet with City Engineering and Public Works staff to identify and agree to a specific "haul" route for all construction equipment and material supplies associated with the Development. The Developer shall agree to confine the movement of its construction equipment to the approved route unless approved otherwise by the City Engineer. The Developer shall provide the Street Wear Financial Guarantee, as defined in Section 50 below. The City shall videotape and perform a road evaluation of the agreed to haul route. This evaluation, known as a service condition rating or "SCR", shall be used as the base line for determining the level of damage that may occur as a result of constructing the Development. At the conclusion of the construction activity and prior to the recording of the Final Plat, the City will again videotape and perform a post development SCR of the Developer's "haul" route. The road evaluation is only applicable to that portion of the approved haul route that lies within the corporate limits of the City. Prior to the City acceptance of the Public Improvements, the Developer will repair the road or pay to the City the estimated cost, as determined by the City, of the road repairs, including without limitation labor, materials, costs regularly charged by the City for its staff's time for inspections, shouldering, streets, curbs, gutters and base repairs.

(b) If the surface course of a street cannot be constructed prior to October 15, the Developer shall provide the Surface Completion Letter of Credit, as defined below in Section 49.

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

Attachment: 2023-03-16 Swan Ridge Farm DA (RESOLUTION 4045 : Swan Ridge Farms)

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

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

26. Additional Utility Requirements.

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

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

(c) The Developer shall provide proof of payment in full, in the form of fully executed lien waivers, for installation of all required utilities prior to Final Plat approval.

(d) Underground utility installations shall be subject to review and approval by the City Engineer and shall be made without any street pavement removal, unless otherwise specifically approved by the City Engineer, which approval shall not be unreasonably withheld, conditioned or delayed.

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

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

MODEL HOMES

28. Model and Spec Homes.

(a) Subject to satisfaction of all other requirements for a building permit, the City will issue a building permit for four (4) principal structures to be used as sales models or homes initially planned as spec homes prior to approval and recording of the Final Plat.

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

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(c) The Developer shall not transfer title to any lot containing a model or spec home until the Final Plat is approved and recorded as described in Section 55 below.

ASSOCIATION; COVENANTS, CONDITIONS AND RESTRICTIONS; ONGOING AGREEMENTS

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

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

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

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

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Development and meet applicable performance standards for storage and release. Accordingly, the following requirements are applicable to the Development:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(xii) The Storm Water Best Management Practices Maintenance Agreement ("SW Agreement") and all of its covenants are and shall be covenants running with the land, and shall encumber the Development, and shall bind the Developer and its heirs, successors and assigns, including without limitation the Association. The SW Agreement shall specifically include this language and shall not be incorporated by reference. The SW Agreement shall be recorded with the Ozaukee County Register of Deeds.

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

(a) Prohibit, without the express written consent from the City Engineer and approval by the Planning Commission, future property owners from (a) removing any berms, landscaping or amenities installed on the Development as a condition of landscaping, open space, grading or drainage plans, and (b) placing landscape features, berms or plantings which disrupt flow of run-off in drainage ways or courses approved as a condition of the grading and drainage plans.

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

OBLIGATIONS OF BUILDER/LOT OWNER

34. Compliance with Grading Plan. Any owner of a lot in the Development who constructs or causes the construction of a building in the Development shall be responsible for siting the principal building and rough and fine grading their lot to comply with the approved master grading plan or an amendment thereto approved by the City Engineer.

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

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

37. Sanitary Sewer Laterals. If the Development is served by public sewer, lateral locations shall not deviate from the approved plan unless first approved by the City.

38. Private Water. This Section is intentionally left blank.

WARRANTIES AND INDEMNIFICATIONS

39. Warranty of the Public Improvements. All of the Public Improvements shall be warranted against defects due to faulty materials or workmanship which appear within one year from the date of the City's

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acceptance of the dedication ("Warranty Period"), and Developer shall assign to the City applicable contractor warranties for the Public Improvements. If any defect should appear during the Warranty Period, the City shall first seek to enforce any applicable contractor warranty; however, the Developer guarantees the Public Improvements and shall indemnify the City to the extent of any default or failure of any contractor to honor the warranty during the Warranty Period. If repairs or replacements are made during the Warranty Period, the Developer guarantees each repair or replacement performed pursuant to this paragraph for one year from completion of said repair or replacement. This warranty survives any provision of this Agreement that purports to discharge or release the Developer.

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

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

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

FINANCIAL OBLIGATIONS

43. Costs Incurred by the City. The Developer will pay all reasonable costs incurred by the City in connection with the Development, including without limitation costs of attorneys, landscape architects, outside engineers and other consultants and costs regularly charged by the City for its staff's time and materials used in (a) reviewing and approving the Plans (including without limitation engineering and landscaping plans), (b) inspecting the construction and/or installation of the Improvements, (c) installing street signs, (d) reviewing and

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approving record drawings for City files, and (e) any other reasonable costs that may be incurred by the City in connection with the installation of the Improvements including the costs of labor, equipment, materials, engineering, inspection and overhead costs incidental to the Improvements. The City will send invoices for the costs to the Developer periodically, as costs are incurred or as the Improvements are completed. The Developer will pay the City's invoices within 30 days after the date sent by the City. The City may, in its discretion, add a late payment charge of 1.5% per month, computed from the date of the original invoice until paid, for any amount not paid when due.

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

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

46. Landscaping Completion Letter of Credit. If the City agrees to Final Plat approval despite landscaping and/or hardscape amenities, including the installation of required street trees, not being completed (the City shall not be obligated to grant Final Plat approval under such circumstances), the Developer shall provide to the City bids, contracts or other evidence sufficient, in the sole opinion of the City, to demonstrate the cost of completing such work, including the costs of labor and materials. The evidence of cost shall be subject to review and approval by the City. The Developer shall, prior to Final Plat approval, provide to the City a letter of credit in an amount equal to 125% of such costs. The letter of credit shall be issued by a local financial institution on the International Chamber of Commerce form or its equivalent. The form and content shall be acceptable to the City Attorney. The Developer shall pay all costs of completing the work, including with limitation labor, material and costs regularly charged by the City for its staff's time. If the work is not completed to the satisfaction of the City or prior to Final Plat approval in accordance with section 9 (c), or upon the occurrence of an Event of Default, as defined below, the City may draw on demand the full amount of the letter of credit to defray the costs of finishing the work. The City shall hold such funds and apply them as costs are incurred. The City shall refund the balance to the Developer, if any, after the work is completed. If the funds are inadequate to defray the costs, the Developer shall owe the balance to the City.

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

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

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

50. Street Wear Financial Guarantee. Prior to commencement of any construction activity, the Developer shall provide to the City a performance bond, letter of credit or cash deposit in an amount equal to $1,000 per lot or unit in Phase 1 of the Development (the "Street Wear Financial Guarantee"). The Street Wear Financial Guarantee is to provide security for compensation to the City for wear and tear and accelerated deterioration of the City's streets as a result of infrastructure improvement associated with the hauling of stone and asphalt attributable to the construction of the Development. Wear and tear shall be determined as described in Section 25 above. The form and content of the Street Wear Financial Guarantee shall be acceptable to the City Attorney. If the Street Wear Financial Guarantee is in the form of a letter of credit, the requirements shall be substantially similar to the requirements of other letters of credit provided in this Agreement. If the Developer does not make the repairs as and when required, but in any event on or before the 60th day after written demand from the City, weather permitting, or upon the occurrence of an Event of Default, as defined below, the City may draw on demand the full amount of the Street Wear Financial Guarantee to defray the costs of the street repairs, including without limitation labor, material and costs regularly charged by the City for its staff's time for inspections, shouldering, streets, curbs, gutters, base repairs and utility adjustments. The City shall hold such funds and apply them as costs are incurred. The City shall refund the balance to the Developer, if any, after the work is completed, but not later than two (2) years after final plat approval. If the funds are inadequate to defray the costs, the Developer shall owe the balance to the City.

51. Stormwater Guarantee. The Developer shall provide the Stormwater Guarantee, as defined in Section 32(b)(vii) above, prior to the commencement of any construction activities. The form and content of the

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Stormwater Guarantee shall be acceptable to the City Attorney. If the Stormwater Guarantee is in the form of a letter of credit, the requirements shall be substantially similar to the requirements of other letters of credit provided in this Agreement.

52. Public Sanitary Sewer System Connection Charge. If the Developer is required to connect the Development to the public sanitary sewer system, the Developer shall pay to the City, in accordance with the requirements of Section 58-640 of the Code, a sewer connection charge of $200 per lot prior to Final Plat approval.

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

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

FINAL PLAT APPROVAL; DEDICATION; RELEASE

55. Final Plat Approval

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

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

56. Dedication. Title to the Public Improvements, together with the land on which they are located, unless located within a dedicated easement, shall be dedicated and given in fee simple by the Developer to the City upon recording the Final Plat, as provided by Wisconsin law, and without recourse, and free and clear of all liens, claims and encumbrances. The lien waivers required in Section 18 of this Agreement shall be a condition precedent of recording of the Final Plat. The Public Improvements shall have access from a dedicated street, where necessary.

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

DEFAULTS

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

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

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

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

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

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

(a) Immediately suspend performance under this Agreement.

(b) Issue a stop work order.

(c) Issue citations to the extent the Event of Default constitutes a violation under any provision of the Code for which citations may be issued.

(d) Withdraw or withhold occupancy permits for any structures in the Development.

(e) Commence any legal or administrative action, in law or in equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the Developer under this Agreement.

(f) Perform or have performed any work, and have supplied any necessary equipment, goods, materials and services, to complete all or any part of the Developer's work, all at the Developer's cost.

(g) Draw any letter of credit and exercise the City's remedies under any other financial guarantee.

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(h) Exercise all other rights and remedies available to it at law or in equity,

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

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

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

[SIGNATURE PAGES TO FOLLOW]

Attachment: 2023-03-16 Swan Ridge Farm DA (RESOLUTION 4045 : Swan Ridge Farms)

[CITY SIGNATURE PAGE TO DEVELOPMENT AGREEMENT]

CITY OF MEQUON

By: _____
Andrew Nerbun
Mayor

By: _____
Caroline Fochs
Clerk

STATE OF WISCONSIN)
) SS
OZAUKEE COUNTY)

The foregoing instrument was acknowledged before me on _____ _____, 20___, by Andrew Nerbun, Mayor of the City of Mequon.

_____
Name: _____
Notary Public, Ozaukee County, Wisconsin
My Commission (expires) (is) _____

STATE OF WISCONSIN)
) SS
OZAUKEE COUNTY)

The foregoing instrument was acknowledged before me on _____ _____, 20___, by Caroline Fochs, Clerk of the City of Mequon.

_____
Name: _____
Notary Public, Ozaukee County, Wisconsin
My Commission (expires) (is) _____

Approved by: _____
Brian C. Sajdak, City Attorney

Attachment: 2023-03-16 Swan Ridge Farm DA (RESOLUTION 4045 : Swan Ridge Farms)

[DEVELOPER SIGNATURE PAGE TO DEVELOPMENT AGREEMENT]

MK/S-EP, LLC

By: _____
Name: Michael J. Kaerek
Title: Managing Member

STATE OF WISCONSIN)
) SS
COUNTY)

The foregoing instrument was acknowledged before me on _____ _____, 20___, by Michael J. Kaerek, as Managing Member of MK/S-EP, LLC.

_____
Name: _____
Notary Public, Ozaukee County, Wisconsin
My Commission (expires) (is) _____

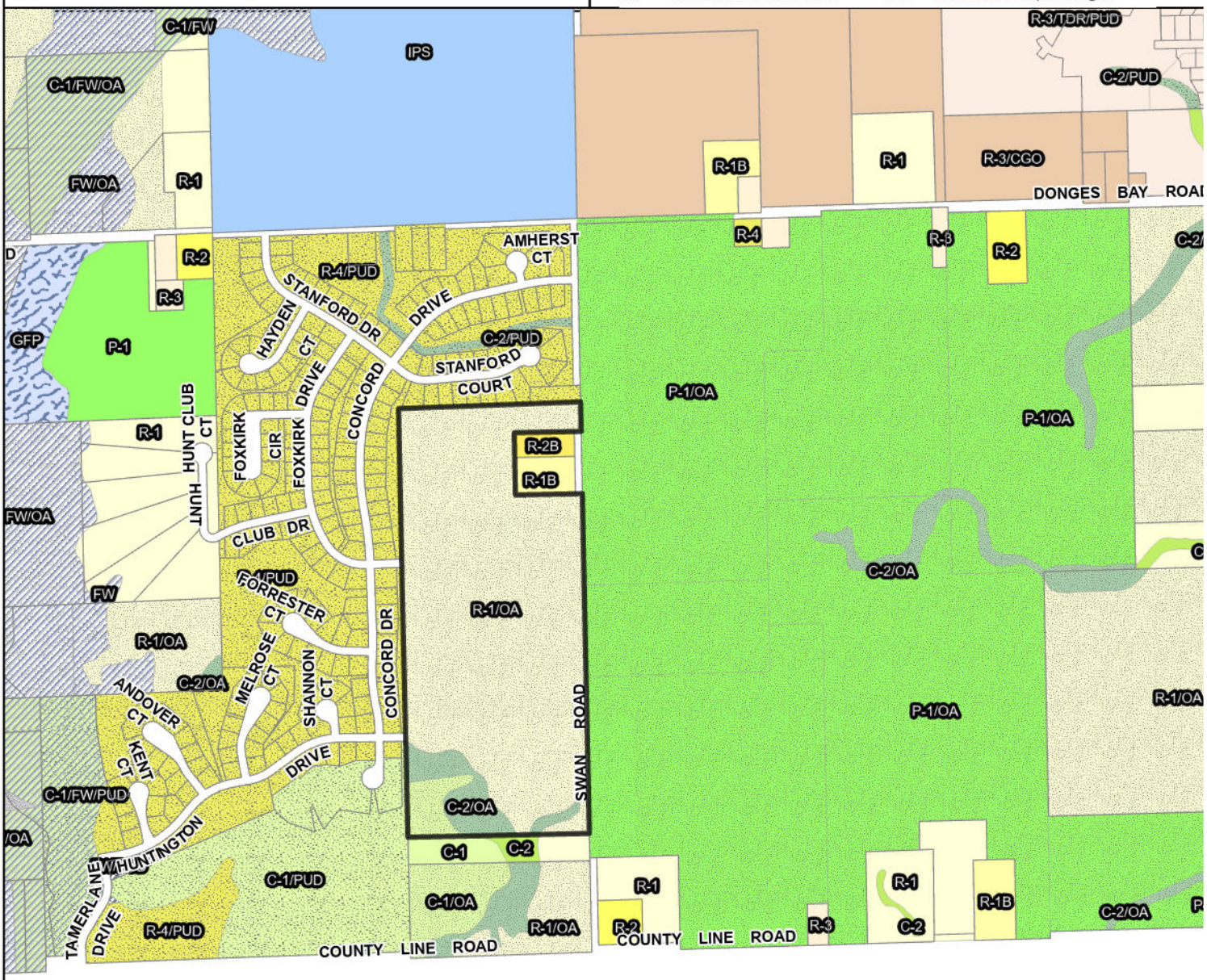
Attachment: 2023-03-16 Swan Ridge Farm DA (RESOLUTION 4045 : Swan Ridge Farms)

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Attachment: 2023-03-16 Swan Ridge Farm DA (RESOLUTION 4045 : Swan Ridge Farms)

SWAN RIDGE FARMS - PRELIM PLAT, DEVELOPMENT AGREEMENT, LANDSCAPE AND OPEN SPACE PLAN

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



Attachment: Zoning Map (RESOLUTION 4045 : Swan Ridge Farms)

11333 N. Cedarburg Road
Mequon, WI 53092
Phone:
Fax: 262-242-9655
www.ci.mequon.wi.us
Office of Sewer Utility District Commission

TO: **Common Council**
FROM: **Kevin Driscoll, Deputy Director of Utilities**
DATE: **April 11, 2023**
SUBJECT: **RESOLUTION 4046 A Resolution Approving Award of a Contract to Replace Two Pumps and Six Valves at the Tamerlane Drive Lift Station "O" to Sabel Mechanical, LLC of Fond du Lac, Wisconsin in the Amount of $117,614**

Background

The 2023 Sanitary Sewer budget adopted on November 9, 2022, included funding for a number of capital improvement projects. Most of the proposed projects are a continuation of prior years' improvements and include upgrades to the City's sanitary sewer lift stations. In May 2020, the station serving the Huntington Park subdivision had a sanitary sewer overflow during a wet weather event. As a result, a condition assessment followed, and the resulting recommendation was for capacity improvements. This project replaces the existing pumps and valves. This mechanical work is in addition to other capacity improvements approved last month for the construction of the parallel force main. The anticipated delivery time for the pumps is this fall, and the deadline to complete the work is next spring. This pump work is scheduled for completion after the force main work.

Analysis

The replacement of pumps and valves at the Tamerlane Drive Lift Station "O" are essential to the Huntington Park subdivision and the potential Swan Ridge subdivision development, north of County Line Road. The project includes replacement of two pumps, two check valves and four isolation valves.

The project was publicly noticed, and staff received two bids:

Bidder	Amount
Sabel	$117,614
Mid-City	$149,700

Staff recommends that the Public Works Committee favorably endorse and the Common Council approve the resolution to replace pumps and values at Tamerlane Drive Lift Station "O".

Fiscal Impact

Funding for this work to replace pumps and valves at Tamerlane Drive Lift Station "O" is available as a part of the Sewer Utility's Capital Improvement Program in the amount of $117,614.

Recommendation

A recommendation is forthcoming from the Sewer Utility District Commission on April 11, 2023.

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4046

A Resolution Approving Award of a Contract to Replace Two Pumps and Six Valves at the Tamerlane Drive Lift Station "O" to Sabel Mechanical, LLC of Fond du Lac, Wisconsin in the Amount of $117,614

RECITALS

A. A number of capital improvement projects were identified as part of the FY2023 Sanitary Sewer Budget adopted by the Common Council on November 9, 2022.

B. These projects are essential to the operation of the City's sanitary sewer system.

C. The City of Mequon Department of Public Works Engineering Division advertised and received bids to replace pumps and valves at the Tamerlane Drive Lift Station "O".

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

E. Staff recommends that the contract to replace two pumps and six valves at Tamerlane Drive Lift Station "O" be awarded to the low bidder, Sabel Mechanical, LLC, at a total cost of $117,614.

F. The Capital Account 610669 740002 has sufficient balance to fund this project.

G. The Sanitary Utility District Commission at its meeting on April 11, 2023, endorsed 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 to replace two pumps and six valves at the Tamerlane Drive Lift Station "O", as let for bid, is approved and awarded to Sabel Mechanical, LLC of Fond du Lac, Wisconsin, in an amount not-to-exceed $117,614, 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 11, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 11, 2023.

_____

Caroline Fochs, City Clerk