



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2914
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www.ci.mequon.wi.us

Office of the City Clerk
Taped and Televised

COMMON COUNCIL
Regular Meeting
Tuesday, July 9, 2024 - 7:30 PM
Christine Nuernberg Hall

Agenda

1) Call to Order

2) Pledge of Allegiance

3) Roll Call

4) Personal Appearances and Public Comment:

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

5) Public Officials' Reports:

- a) Mayor
- b) City Administrator

6) Consent Agenda:

- a) Common Council meeting minutes of June 11, 2024
- b) Architectural Board meeting minutes of May 13, 2024
- c) Economic Development Board meeting minutes of May 21, 2024
- d) Festivals Committee meeting minutes of May 20, 2024
- e) Finance-Personnel Committee meeting minutes of May 14, 2024
- f) Joint Mequon-Thiensville Bike and Pedestrian Way Commission meeting minutes of May 9, 2024
- g) Planning Commission meeting minutes of May 20, 2024
- h) Public Safety Committee meeting minutes of April 9, 2024
- i) Public Welfare Committee meeting minutes of May 14, 2024

- j) Zoning Enforcement and Site Compliance Report through July 1, 2024
- k) Acceptance of the FY2023 Annual Comprehensive Financial Report and Report on Internal Control
- l) **RESOLUTION 4132** - A Resolution Approving a Development Agreement for Burr Oak Reserve, an 11-Lot Subdivision Upon the 12.03-Acre Property Located on Donges Bay Road, Approximately 700 Feet West of Wauwatosa Road; **Recommended by Planning Commission June 24, 2024.**
- m) Ordinance First Readings

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

- 1) **ORDINANCE 2024-1664** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code Related to the Specific Development Standards for Distilleries; **Recommended by Planning Commission June 24, 2024; First Reading.**
- 2) **ORDINANCE 2024-1665** - An Ordinance Creating Section 2-183(l) of the Mequon Municipal Code Relating to Informed Consent Concerning Certain Actions of the City's Legal Counsel; **Recommendation Forthcoming by Finance-Personnel Committee July 9, 2024; First Reading.**

7) **Ordinances:** None.

8) **Resolution:**

- a) **RESOLUTION 4134** - A Resolution Approving a Development & Dedication Agreement with Mequon-Thiensville Little League/Mequon Heat for a Replacement Storage Shed at Rotary Park; **Recommended by Park and Open Space Board June 19, 2024; Further Recommendation Forthcoming by Finance-Personnel Committee July 9, 2024.**

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

10) **Specified New Business:**

- a) Aldermanic Appointment: Ethics Board: Richard Mueller, District 4, Member

11) **Adjourn**

Dated: July 3, 2024

/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 accommodation 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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**COMMON COUNCIL
Regular Meeting
Tuesday, June 11, 2024 - 7:30 PM
or Immediately Following the
Sewer Utility District Commission Meeting
Christine Nuernberg Hall**

Minutes

1) Call to Order

Mayor Nerbun called the meeting to order at 7:30 PM.

2) Pledge of Allegiance

3) Roll Call

Present:

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

Excused: Alderman Brian Parrish

Also present: City Administrator Jones, City Attorney Sajdak, City Clerk Fochs, Assistant City Administrator/HR Director Schoenemann, City Engineer/Public Works Director Lundeen, Community Development Director Tollefson, Assistant Community Development Director Zader, Acting Finance Director Keyser, Chief of Police Pryor, Administrative Intern Justin Randall, press and interested public.

4) Personal Appearances and Public Comment:

5) Public Officials' Reports:

a) Mayor: None.

Attachment: 06-11-24_Draft CC minutes (9458 : Common Council meeting minutes of June 11, 2024)

- b) City Administrator: City Administrator Jones announced the Mequon Road Closure, going east and west under the bridge will remain closed until approximately mid-August for repair/maintenance. The southbound entrance ramp for I-43 is open. Additional closures will occur later this year as well.

The August 2024 Common Council meeting will be on Wednesday, August 14th due to the Partisan Primary Election on August 13th. In addition, there will be a Versiti Blood Drive on Friday, June 21st, from 7:00 - 1:00 pm. See Veristi.org to register for a donation time slot.

6) Consent Agenda:

- a) Common Council meeting minutes of May 14, 2024.
- b) Architectural Board meeting minutes of April 8, 2024.
- c) Economic Development Board meeting minutes of February 20 and March 19, 2024.
- d) Festivals Committee meeting minutes of April 22, 2024.
- e) Finance-Personnel Committee meeting minutes of April 9, 2024.
- f) Joint Mequon-Thiensville Bike and Pedestrian Way Commission meeting minutes of April 18, 2024.
- g) Mequon Municipal Wayer Utility Commission meeting minutes of April 9, 2024.
- h) Park and Open Space Board meeting minutes of April 17, 2024.
- i) Planning Commission meeting minutes of April 29, 2024.
- j) Public Safety Committee meeting minutes of April 9, 2024.
- k) Public Welfare Committee meeting minutes of April 9, 2024.
- l) Public Works Committee meeting minutes of April 9, 2024.
- m) Sewer Utility District Commission meeting minutes of October 30 and November 14, 2023.
- n) Southern Ozaukee Fire & EMS Board meeting minutes of March 13, 2024.
- o) Southern Ozaukee Fire & EMS Commission meeting minutes of March 13, 2024.
- p) Zoning Enforcement and Site Compliance Report Through June 1, 2024.

Motion to approve the Consent Agenda's list of reports and minutes, Items A - P.

RESULT: Approved by Voice Acclamation [7-1]

MOVED BY: Alderman Strzelczyk

SECONDED BY: Alderman Bach

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

7) Ordinance:

Motion to remove **ORDINANCE 2024-1662** from the table.

RESULT: Approved by Voice Acclamation [7-1]

MOVED BY: Alderman Strzelczyk

SECONDED BY: Alderman Hansher

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

- a) **ORDINANCE 2024-1662** - An Ordinance Repealing and Recreating Article XI within Chapter 58 of the Mequon Municipal Code, as it Relates to Floodplain Zoning.

Mayor Nerbun stated that the process continues as the City works with multiple government agencies to correct errors discovered in the document. For instance, the flow rate used to model the flood plain is more than two times the flow rate ever recorded at that location.

Assistant Director of Community Development Zader announced that the Open House on May 29th was well attended with an estimated 70 people attending each of the three presentations. Additionally, there were numerous one-on-one meetings that day and since that day, plus many phone calls. The biggest issues are River Barn Park, the flow rate, the change in elevation of the floodplain from Highland down to Thiensville, and the new maps are under a different vertical datum.

Mayor Nerbun reiterated that this is very time-sensitive. The City needs to provide the approved paperwork to the Federal Emergency Management Agency (FEMA) by the end of June 2024 and the maps need to be approved by the end of July 2024 or those affected cannot participate in the FEMA flood insurance program. The July deadline gives those residents now in the flood plain to remediate the problem, get permits, etc.

Council discussion ensued. In the future, residents are encouraged to contact the Community Development Department to review the status of their properties. Inconsistencies of map elevations is also a concern. One-on-one meetings are on-going. The City will meet shortly with a local Engineering firm to discuss whether outside review of the map should be done. Expenditure for such an outside study would be brought before Council for approval. The City will continue to develop strategies to resolve the problems. The efforts of the City to rectify this serious issue was really appreciated.

The vote on the motion was all Alderman approving under protest.

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

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

8) Resolutions:

- a) **RESOLUTION 4126** - A Resolution Disallowing the Claim of Zachariah Anderson Dated May 21, 2024.

RESULT: Approved by Voice Acclamation [7-1]
MOVED BY: Alderman Strzelczyk
SECONDED BY: Alderman Gebhardt

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

- b) **RESOLUTION 4127** - A Resolution Appointing Brenda Arnett to the Position of Director of Finance/City Treasurer.

RESULT: Approved by Voice Acclamation [7-1]
MOVED BY: Alderman Gebhardt
SECONDED BY: Alderman Strzelczyk

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

- c) **RESOLUTION 4128** - A Resolution Awarding a Design Services Contract for the City Brush Site to The Sigma Group, Milwaukee, Wisconsin, in the Amount of \$84,914.

Discussion ensued on the cost of the project. Public Works Director Lundeen explained that much of the design cost is the determination of the mitigating steps to take at every level because the site is built on a landfill. In addition, there will be an automated gate, electrical service costs, and technical work for operating the cameras, the gate, and card readers. Sigma Group's expertise in such environmental work could explain the large cost-savings and efficiencies in scale.

Results of the design study will be presented to the Common Council, most likely in the fall of 2024 after which decisions can be made on all the features available and affordable prior to going to bid.

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

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

- d) **RESOLUTION 4129** - A Resolution Approving an Intergovernmental Agreement Between the City of Mequon and the City of Milwaukee, in Connection with the Provision of Law Enforcement Support Services During the 2024 Republican National Convention.

Only members of Mequon's Special Response Team will participate in the Republican National Convention and the costs will be reimbursed by the U.S. Government.

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

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

RESOLUTION 4131 was addressed before **RESOLUTION 4130**.

- f) **RESOLUTION 4131** - A Resolution Authorizing Staff to File the City of Mequon's Compliance Maintenance Annual Report (CMAR) for Calendar Year 2023, in Accordance with Requirements Under Wisconsin Administrative Code NR208.

RESULT: Approved by Voice Acclamation [7-1]
MOVED BY: Alderman Hansher
SECONDED BY: Alderman Gebhardt

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

- e) **RESOLUTION 4130** - A Resolution Ratifying Replacement of a Public Sanitary Sewer Lateral at 11333 North Port Washington Road with Grunau of Oak Creek, Wisconsin, in the Estimated Amount of \$60,000.

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

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

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

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

11) **Potential Closed Session:**

- a) Acquisition and/or Use of the Property at 11015 N. Market Street. The Common Council may convene into closed session pursuant to Wis. Stat. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as it may deem appropriate.

Motion to go into Closed Session to discuss the acquisition and/or use of the property at 11015 N. Market Street.

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

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

12) Adjourn

Motion to adjourn at 8:32 PM.

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

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

Respectfully Submitted,
Kathy Andrykowski
Deputy Clerk



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INSPECTION DIVISION

ARCHITECTURAL BOARD MINUTES
Monday, May 13, 2024
6:00 PM
Lower-Level Conference Room

Minutes

1. Call to Order, Roll Call:

Present: Chairman Scott Reed

Members at Large: Paul Apfelbach, Michael Wade, Tom Irvin,
 Anthony LaGalbo

Building Inspector: Greg Golden

2. Meeting Minutes

Minutes from the April 8, 2024, meeting were approved by Vice-Chairman Paul Apfelbach and seconded by District Representative Tom Irvin.

Minutes passed unanimously.

Attachment: Arch brd min 05-13-24 (9454 : Architectural Board meeting minutes of May 13, 2024)

3. Application Submittals:

No.	Alder. District /Time	Type of App	Owner(s) / Project Address	Contractor
1)	Dist. 8 6:00 pm	Addition: Kitchen	Adam & Katherine Smith 710 W. Haddonstone Place Subd: Haddonstone	Contractor: Auchter Construction Architect: Jeremy Hartline
Moved to Approve: <u>Irvin</u> Seconded by: <u>Wade</u> Approved: <u>Yes</u> Vote: <u>5-0</u> Conditions: Plans approved as submitted.				
2)	Dist. 1 6:10 pm	Addition: Enclosed Patio & Dormer Changes	Matt & Laura McDowell 12858 N. Cobblestone Court Subd: Cobblestone Woods	Contractor: TBD Architect: Keith C. Barnes
Moved to Approve: <u>Apfelbach</u> Seconded by: <u>Irvin</u> Approved: <u>Yes</u> Vote: <u>5-0</u> Conditions: Plans approved as submitted with the condition that the new siding should match existing.				
3)	Dist. 1 6:20 pm	New Single-Family Residence	Anderson Homes 3560 W. Pine View Court Subd: Riverland	Contractor: Anderson Homes Architect: Anderson Homes
Moved to Approve: <u>Reed</u> Seconded by: <u>Irvin</u> Approved: <u>Yes</u> Vote: <u>5-0</u> Conditions: Plans approved as submitted.				

Attachment: Arch brd min 05-13-24 (9454 : Architectural Board meeting minutes of May 13, 2024)

4)	Dist. 1 6:25 pm	Outbuilding	Joe Tylicki 4406 W. Highland Road	Contractor: TBD
			Subd: N/A	Architect: Keith C. Barnes

Moved to Approve: Apfelbach
 Seconded by: Irvin
 Approved: Yes
 Vote: 5-0

Conditions: Plans approved as submitted with the condition that the garage doors on the new outbuilding match the garage doors on the main house.

5)	Dist. 2 6:35 pm	Addition: Screened Porch	Sepp Backus 11400 N. Country View Drive	Contractor: Owner
			Subd: Country View Estates	Architect: Owner

Moved to Approve: Irvin
 Seconded by: LaGalbo
 Approved: Yes
 Vote: 5-0

Conditions: Plans approved as submitted with the following conditions:
 1. Columns on porch addition should match the columns on the front elevation.
 2. Roof changes/material (shingles) to match the house roof.
 3. Add skylight or solatubes to the porch roof.

6)	Dist. 2 6:45 pm	Addition: First Floor Office & Second Floor Master Bedroom	Dan & Eleanor Kahn 3600 W. Candlewick Court	Contractor: TBD
			Subd: Candlewick Court	Architect: Fritsch Designs

Moved to Approve: Wade
 Seconded by: Apfelbach
 Approved: Yes
 Vote: 5-0

Conditions: Plans approved as submitted.

7)	Dist. 3 6:55 pm	New Single-Family Residence	Veridian Homes LLC 7940 W. Preserve Parkway	Contractor: Veridian Homes LLC
			Subd: The Enclave	Architect: Veridian Homes LLC

Moved to Approve: Wade
 Seconded by: Apfelbach
 Approved: Yes
 Vote: 5-0

Conditions: Plans approved as submitted with the following conditions:

1. Add a window to the second floor, left elevation.
2. Add stone to rear elevation patio door bump-out and make sure stone dies on inside corner.

8)	Dist. 4 7:00 pm	Attached Garage and Enclosed Porch	Mike & Ann Mueller 4826 W. Kathleen Lane	Contractor: Owner
			Subd: Kathleen Acres	Architect: Owner

Moved to Approve: Reed
 Seconded by: LaGalbo
 Approved: Yes
 Vote: 5-0

Conditions: Plans approved as submitted with the following conditions:

1. Entire house will be resided and new roof will be completed at the same time as the addition.
2. No grids on windows.

9)	Dist. 6 7:10 pm	Attached Garage	William Gensrick 11433 N. Country Lane	Contractor: Custom Fit Carpentry
			Subd: Hidden Acres Homestead	Architect: KMH Design Services

Moved to Approve: Irvin
 Seconded by: Reed
 Approved: Yes
 Vote: 5-0

Conditions: Plans approved as submitted with the following conditions:

1. Add brick beltline on entire addition – Architectural Board understands that the new brick color may not match the exact brick color as the front elevation; match color/brick as close as possible.
2. Remove the center window on west elevation and instead add two new windows, mirror north elevation.

10)	Dist. 7 7:20 pm	Shed	Patrick & Carla Brotherhood 10710 N. River Valley Drive	Contractor: Superior Storage Sheds
			Subd: Sleepy Hollow Estates	Architect: New Horizon Ventures

Moved to Approve: Reed
 Seconded by: Wade
 Approved: Yes
 Vote: 5-0

Conditions: Plans approved as submitted with the following conditions:

1. Add double-hung windows on left and right elevations to match the house windows.
2. Add shutters to windows.

11)	Dist. 7 7:20 pm	Pool House	Brian & Caroly Timmis 3131 W. Donges Bay Road	Contractor: Fein Design
			Subd: N/A	Architect: Rory Palubiski

Moved to Approve: Irvin
 Seconded by: Reed
 Approved: Yes
 Vote: 5-0

Conditions: Plans approved as submitted.

4. **2025 City of Mequon Community Survey Topics:**

Members discussed the recent revised Guidelines and after further discussion of possible topics, decided not to submit questions or comments for the Community Survey.

5. **Action:**

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

A vote was taken; voted passed 5-0.

Meeting adjourned at 6:56 pm.



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ECONOMIC DEVELOPMENT BOARD

Tuesday, May 21, 2024

8:00 AM

North Conference Room

Minutes

1) Call to Order, Roll Call

Present:

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

Chairman Carr called the meeting to order at 8:00 a.m.

2) Approval of Meeting Minutes from February 20, 2024, and March 19, 2024

Action

Board Member McLean made a motion to approve the meeting minutes from February 20, 2024, and March 19, 2024.

Board member Engel seconded the motion.

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

MOVED BY: Board Member McLean

SECONDED BY: Board Member Engel

RESULT: **Approved [Unanimous]**

AYES: Carr, Gebhardt, Boyd, Engel, Johnson, McLean, Plautz

ABSENT: Gannon, Kramer

3) Port Washington Road Market Analysis

Assistant Director Jac Zader stated that a baseline report of the market analysis was presented to the Common Council (included in Board packet). He highlighted and briefly discussed the “unmet demand for the area” which was a point of discussion at the Council meeting (packet page 29).

Other noted categories from the analysis:

- Mequon Road & Port Washington Road & Town Center sees very similar visits as Grafton Commons.
- Identified cluster industries.
- Low retail vacancy.
- Traffic trends - weekday/weekend.
- Stakeholder input regarding residential land uses.

Director Tollefson stated that if the Board has any questions or comments or if they feel that there is missing data, that information should be forwarded to the consultant for review.

Ald. Gebhardt commented that the Council overall was pleased with the initial outcome of the analysis and feels encouraged that useful data will be provided. He mentioned that hotels were a topic of discussion as well as a focus on the “unmet demand” chart. The Council is interested in the recommendations that will be made once all the data is collected.

Asst. Dir. Zader stated that the market analysis will last through September and there will be another update to the Council in the process.

4) Port Washington Road Streetscape Plan

Asst. Dir. Zader stated that with all the I-43 road construction the Port Washington Road streetscape project has been delayed so that these efforts would not add more construction congestion for the motorists. It was decided by the Common Council last year that the streetscape construction project would be pushed to 2025. Meanwhile, staff have been working with the consultant to update the concept plan from feedback previously provided by the Council.

Overall feedback from the Council includes:

- Approval of the use of the stamped asphalt at the intersections.
- Elimination of annuals and pots that resulted in high maintenance costs.
- The Donges Bay intersection will be modified and that will need county approval.
- Signage desired.

Asst. Dir. Zader commented that all the medians will have some features and decorative treatment. All the plans will need to be approved by Ozaukee County and the DOT. TIFs #4 and #5 have increased in value and there are enough funds to cover this project.

There will be three locations for gateway signage. Director Tollefson commented that staff will start vetting sign designs and will then bring the options to this Board to review.

5) Community Survey

Director Tollefson stated that the Community Survey is being initiated by the Public Welfare Committee (“PWC”) and they are beginning to vet vendors to manage the survey. It will not go out to the residents until 2025 with results available late 2025. PWC has asked that all city boards and commissions bring forward a few ideas about topics that they would like to have included on the survey related to work they are doing.

She commented that this Board should think about future economic issues and begin to brainstorm ideas to suggest for the survey.

The Board discussed ideas and asked questions of staff about previous survey topics.

6) Town Center Story Map Presentation

Asst. Dir. Zader explained that staff has been working on a creating a story map, which is an interactive multi-media presentation. This will be posted on the city website soon. It details the history of how the Town Center district was created and the various steps of development. He demonstrated an overview of the interactive program and the economic impact of this area.

The Board appreciated the presentation and feel that the story map is an educational and easy tool to use to learn more about the creation of the Town Center district.

7) Staff Updates

The staff provided updates on various developments and projects in the city.

Dir. Tollefson communicated that over 1,400 postcards were mailed out regarding the floodplain open house on May 29th. It will be an all-day open house with a presentation by staff three times throughout the day to provide an overview of some of the changes and new maps that have been implemented by FEMA and how they affect the city. Residents have the opportunity to sign up to meet with staff individually to discuss how their property may be affected.

8) Announcements

The next meeting is Tuesday, June 25, 2024, at 8:00 a.m.

9) Adjourn

Action

Board member Engel made a motion to adjourn the meeting.

Board member Boyd seconded the motion.

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

The meeting was adjourned at 9:25 a.m.

Respectfully Submitted,

Kim Tollefson
Director of Community Development

Attachment: EDB Minutes_05.21.2024_FINAL (9509 : Economic Development Board meeting minutes of May 21, 2024)



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FESTIVALS COMMITTEE

Monday, May 20, 2024

6:30 PM

North Conference Room

Minutes

1) Call to Order, Roll Call

Present:

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

Also Present: Executive Assistant Enea

2) Approval of Meeting Minutes

a. April Minutes

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

MOVED BY: Committee Member Hohn

SECONDED BY: Committee Member Liljegren

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

3) 3rd Festival - Date Selection

The Committee discussed possible May dates and ruled out the first two weekends due to college graduations and Mother's Day. They decided on Sunday, May 18 from noon-5pm.

4) Taste of Mequon

a. More Happy Kitchens Update

Attachment: Festivals Mins052024 (9510 : Festival Committee meeting minutes of May 20, 2024)

Chair White, Vice Chair Conaty, and Executive Assistant Enea met with More Happy Kitchens who have the idea of a "create your own pizza" contest for kids. They would partner with Downtown Pizza who would have the winning recipes on their menu for a month. The Committee had a discussion about an entry fee to create more buy-in from participants. They also discussed if the Committee or a Sponsor would cover the fee or half of the fee. More Happy Kitchens would do a cooking demonstration on the Children's Stage and the winners would show how their pizza is made. The Committee also discussed others doing cooking demonstrations. It was determined that the stage needed to be placed more towards Rennie Field so that chairs could be placed in front of the stage without blocking crowd flow.

b. Sponsor Updates from Committee Members

Committee Member Hohn reported that Tyler from Baird will sponsor the caricature artist. Froedert & the Medical College of Wisconsin, which was applied for on-line, will again be a \$1,000 sponsor. Richmond Investments has increased their sponsorship from last year to \$2,000. Some sponsors are requesting a booth space.

c. Balloon Artist Contract

1. Bingo the Clown Contract

RESULT: Approved by Voice Acclamation [Unanimous]

MOVED BY: Committee Member White

SECONDED BY: Committee Member Hohn

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

5) Winter Wonderland

The planting of the Christmas tree is in the works.

6) Next Meeting Date and Time

A. June 17 at 6:30 P.M.

7) Adjourn

Chair White moved to adjourn at 7:30pm and Committee Member Liljegren seconded

Respectfully Submitted,

Carrie Enea
Executive Assistant



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Office of the City Administrator

FINANCE-PERSONNEL COMMITTEE

Tuesday, May 14, 2024

5:45 PM

North Conference Room

Minutes

1) Call to Order, Roll Call

Present:

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

Also Present: William Jones, City Administrator, Marie Keyser, Acting Finance Director, Caroline Fochs, City Clerk, Brian Sajdak, City Attorney, Ellen Roberts, Dana Investment Advisors, Matt Slowinski, Dana Investment Advisors and Jennifer Wirth, President of Mequon - Thiensville Little League.

2) Approve Meeting Minutes

a. April 9, 2024 Finance-Personnel Meeting Minutes

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

MOVED BY: Alderman Gebhardt

SECONDED BY: Alderman Parrish

AYES: Gebhardt, Parrish

DEEMED NO: Strzelczyk

3) License Applications

a. May, 2024 Licenses

Discussion was had whether Peddler Licenses require solicitors to wear a badge of identification. The City Ordinance says solicitors should display identification as well as details the specifications where and when the applicants can go door-to-door.

Administrator Jones directed staff to place a copy of the Ordinance in the next meeting packet as an informational item.

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

MOVED BY: Alderman Parrish
SECONDED BY: Alderman Gebhardt

AYES: Gebhardt, Parrish
DEEMED NO: Strzelczyk

4) Vouchers Paid

a. April 2024 Vouchers Paid List

It was asked what the review process was to ensure all vouchers are charged to the correct accounts. Acting Director Keyser expressed the voucher report comes directly from the City's ERP system and all Accounts Payable follow the City's purchasing policy. Oversight and approvals are gained before and after purchases are made and checks and balances occur when invoices are entered into the system for payment.

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

MOVED BY: Alderman Gebhardt

SECONDED BY: Alderman Parrish

AYES: Gebhardt, Parrish
DEEMED NO: Strzelczyk

5) Presentation

a. 2024 YTD Cash & Investment Report as of 03/31/2024

Ellen Roberts and Matt Slowinski from Dana Investment Advisors were at the meeting to provide a market and City portfolio update. Another market update in three to six months is warranted, given the state of the economy at this time.

6) Resolutions

a. **RESOLUTION 4117** A Resolution Appointing Marie A. Keyser to the Position of Acting Finance Director/City Treasurer

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

MOVED BY: Alderman Parrish

SECONDED BY: Alderman Gebhardt

AYES: Gebhardt, Parrish
DEEMED NO: Strzelczyk

7) Discussion Items

a. Review of Proposed Financial Policy Change Recommendations

Time constraints left little time for discussion. Staff will bring these two policies back for discussion at the June meeting.

b. 2024 YTD Budget Report as of March 31, 2024

c. Finance & Personnel Work Plan

8) Adjourn

A motion to adjourn was made at 6:36 PM by Alderman Gebhardt and seconded by Alderman Parrish. All voted in favor "aye."

Respectfully Submitted,

Marie Keyser
Assistant Finance Director

Attachment: Finance Personnel minutes_05-14-24 (9457 : Finance-Personnel Committee meeting minutes of May 14, 2024)



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Public Works Department

Joint Mequon-Thiensville Bike and Pedestrian Way Commission

Thursday, May 9, 2024

9:00 AM

North Conference Room

Minutes

1. Call to Order, Roll Call

Present:

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

Absent:

Assistant City Engineer McCraw and Engineering Administrative Assistant Redeker were also in attendance.

2. Elect Chair / Vice-Chair

1. Election of new Chair and Vice Chair

Commissioners elected a new Chair and Vice Chair. Commissioner Holyoke made a motion to elect Commissioner Maciolek as chair. The motion was seconded by Commissioner Doornek and passed with all in favor. Commissioner Holyoke then make a motion to elect Commissioner Doornek as Vice Chair. Commissioner Maciolek seconded the motion. The motion passed unanimously.

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

MOVED BY: Holyoke

SECONDED BY: Commissioner Maciolek

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

3. Approval of Meeting Minutes
 - a. April 18, 2024 Minutes

There were no residents in attendance.

RESULT: **Approved [Unanimous]**

MOVED BY: Commissioner Heinritz

SECONDED BY: Commissioner Wade

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

4. Discussion/Action Items
 - a. Pedestrian and Bicycle Incidents in the City of Mequon

Commissioners discussed Bicycle and Pedestrian crashes within the City of Mequon and the Village of Thiensville over the past few years.

5. Other Business

Assistant City Engineer McCraw updated the Commission on the Master Plan Study that will be presented at the May 14, 2024 City Council and Public Works meeting. Assistant City Engineer McCraw also gave the commissioners and update on the status of the Mequon Rd OIT crossing signal installation.

Suggested topics for the June meeting include: OIT signage, newsletter items relating to bicycle safety, and updating trail kiosks with current rules/etiquette.

6. Adjourn
 - a. Motion

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

MOVED BY: Commissioner Wade

SECONDED BY: Commissioner Heinritz

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

Respectfully Submitted,

Kaye Redeker



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Department of Community Development
Taped and Televised

PLANNING COMMISSION
Regular Meeting
Monday, May 20, 2024
6:00 PM
Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Present:

Chair Mayor Andrew Nerbun
Alderman Robert Strzelczyk
Commissioner Bruce Barnes
Commissioner Martin Choren
Commissioner Dan Gentges
Commissioner Stephanie Hawley
Commissioner Rebecca Schaefer
Commissioner John Stoker
Commissioner Nancy Urbani

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

a) Approval of Minutes from April 29, 2024.

Action

Commissioner Schaefer made a motion to approve the meeting minutes from April 29, 2024.

Commissioner Hawley seconded the motion.

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

RESULT:	APPROVED [8 TO 0]
MOVER:	Rebecca Schaefer, Commissioner
SECONDER:	Stephanie Hawley, Commissioner
AYES:	Nerbun, Strzelczyk, Barnes, Choren, Gentges, Hawley, Schaefer, Stoker

2) Public Hearing

- a) Keller, Inc. for G-H Partnership, LLP. The applicant is seeking conditional use grant and building and site plan amendment approval to allow for a veterinary clinic for the property located at 12800 N. Port Washington Road (Ethos-Veterinary Referral Center).

Action

Commissioner Choren made a motion to open a public hearing.

Ald. Strzelczyk seconded the motion.

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

Public Comment

Katrina Ghee - 12800 N. Port Washington Road - she is representing G-H Partnership (the property owner) and stated they are supportive of the proposal, and they are looking to close on the deal.

Action

Commissioner Gentges made a motion to close the public hearing.

Commissioner Stoker seconded the motion.

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

Planner Evan Hoier stated the proposed business will be located at the corner of Port Washington Road and Highland Road and the new facility will be approximately 11,000 sq. ft. He explained that the largest shift would have 32 staff and they will offer 24-hour emergency veterinary care services. They proposed 62 parking spaces, but the code only requires 49 and staff recommends decreasing the proposal by 10 parking stalls to 52 to avoid overparking the site.

He stated that the Engineering staff communicated that the access needs to be moved further to the north. Eng. staff offered two options:

1. The building entrance would front on Highland Road.
2. The building would front on Port Washington Road (90 degree flip of the building, staff recommend site plan #3 as shown in the packet).

The Ulao Creek design guidelines emphasize that the building front entrance should front the public street for public access, and access from Port Washington Road would highlight that area. With the building being flipped to accommodate the Port Washington Road front access, the parking lot would become “L” shaped and causes the dumpster to need to be moved and the open space requirement becomes more difficult to achieve. There is a fenced yard requirement for animals that also needs to be achieved. Staff prefer the option that has the front entrance on Port Washington Road and recommends approval for this site layout. The front and side setbacks may need to be slightly adjusted. Staff commends the applicant for following the Ulao Creek design guidelines and believe that the building will be a nice addition to the neighborhood and that the architecture will compliment the neighboring buildings.

The applicant clarified that the parking requirements proposed are based on their needs for staff and potential customers. They explained that their customers arrive in a rush and need easy, clear and fast access to the facility. They estimate 1,300 customer visits a month and they want to

ensure the entrance is easily accessed and they want to ensure that there is adequate parking.

City Assistant Engineering Cole McCraw stated that the county will review the proposed staff conditions of the potential acceleration/deceleration/bypass lanes as part of the access permit submittal review.

The Commission suggested more overhang on the entrance so that it is more prominent. It was mentioned that this is the first building that would be seen coming from the highway.

It was commneted that a dog walking area is noted on the southeast portion of the site on packet page 29.

Action

Ald. Strzelczyk made a motion to approve site plan option #3 per staff recommendations and to strike condition #7.

Commissioner Stoker seconded the motion.

There was a short conversation about the requirement regarding the cross access easement. The applicant is not supportive of this recommendation and requested it not be a requirement of approval. Staff also stated that the driveway access should line up with the access of the site across the street on Port Washington Road.

A friendly amendment was made that the applicant, Commission architect and staff work together to finalize minor points of the site and building plan including the sidewalk, the entrance from Port Washington Road and the setbacks.

The friendly amendment was accepted by Commission Stoker.

A roll call vote was taken; vote passed (8-0)

RESULT:	APPROVED WITH CONDITIONS [8 TO 0]
MOVER:	Robert Strzelczyk, Alderman
SECONDER:	John Stoker, Commissioner
AYES:	Nerbun, Strzelczyk, Barnes, Choren, Gentges, Hawley, Schaefer, Stoker

3) Consent

- a) Dan Kahn. The applicant is seeking minor request approval for the removal of one specimen tree located at 3600 W. Candlewick Court.

Mayor Nerbun separated the consent agenda items.

Action

Ald. Strzelczyk made a motion to approve the Consent Agenda item 3(a).

Commissioner Urbani seconded the motion.

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

RESULT:	APPROVED [8 TO 1]
MOVER:	Robert Strzelczyk, Alderman
SECONDER:	Nancy Urbani, Commissioner
AYES:	Nerbun, Strzelczyk, Choren, Gentges, Hawley, Schaefer, Stoker, Urbani

- b) Neumann Development, Inc. for Highland Road, LLC. The applicant is seeking concept plan and preliminary plat approval to allow for a 37-lot subdivision for the property located at 1310 W. Highland Road (Highland Meadows subdivision).

Commissioner Stoker recused himself from this item.

Mayor Nerbun stated that this was approved a year ago and 4 months ago but has come back with very minor changes to the preliminary plat to accommodate side access garages which are required.

Assistant Director Jac Zader stated that they are required to connect to the sanitary sewer service. He also commented that the applicant must match the existing light fixtures in the neighborhood. He further commented that there is a new version of the light fixture that may alleviate some of the current glaring issues.

Action

Ald. Strzelczyk made a motion to approve the item.

Commissioner Hawley seconded the motion.

Asst. Eng. McCraw added that if the applicant plans to phase the development, that an amendment to condition #13 (packet page 62) should be made as part of the approval motion, so that it could be superseded later with a development agreement amendment approval.

The applicant, Brian Lindgrin, explained that there is no change to the 37 proposed lots. He explained that the eastern part of the site needs some fill dirt. If they are able to phase the development, they can use some of the dirt from basement digs as well as bring in additional clean fill. The phasing also spreads out the expenditures for the developer.

An amendment was added to the motion to add clarifying language to condition #13 or as amended with DA approval.

This was accepted by both Commissioners that made the motion.

A roll call vote was taken; vote passed (8-0)

RESULT:	APPROVED WITH CONDITIONS [8 TO 0]
MOVER:	Robert Strzelczyk, Alderman
SECONDER:	Stephanie Hawley, Commissioner
AYES:	Nerbun, Strzelczyk, Barnes, Choren, Gentges, Hawley, Schaefer, Urbani
RECUSED:	Stoker

4) Regular Business

- a) Ralph and Judith Morello. The applicant is seeking land division consultation for the properties located at 10050 N. Range Line Road, the parcel immediately to the south and 2516 Range Line Terrace.

Public Comment

Laura Rees - 2425 W. Range Line Terrace - does not support this proposal.

Lynn Rix - 2516 W Range Line Terrace - owner of the property to be purchased.

Craig Swan - 2413 W. Range Line Terrace - he represents his street and is opposed to Option B. He believes the proposal conflicts with established Range Line covenants. He is concerned about the existing wetlands and soils. He is worried about the integrity of the neighborhood.

Jan Spero - 2507 W. Range Line Terrace - opposes the proposal. She believes that if a road is put in place that the cul du sac no longer remain in its current state.

Mary Fran Cahill - 2504 W. Range Line Terrace - opposes this proposal as the driveway will be very close to her home.

Michael Rees - 2425 Range Line Terrace - opposes both options.

Robert Madritsch - 2519 W. Range Line Terrace - opposes and stated that this is burdensome to the surrounding neighbors as it was not known that a road could be put in this area. He believes a road would upset the existing wetlands.

John Bonnell - 10056 N. Range Line Road - is opposed and does not wish to speak.

Susie Bratz - 11054 N. Range Line Road - represents herself and surrounding neighbors. She does not want the uniqueness of the neighborhood, the beautiful green spaces, nature, tranquility and privacy, to change by a road being installed. She also has concerns about flooding and drainage.

Pippa Mackett - 10052 N. Range Line Road - opposes but does not wish to speak.

Planner Hoier stated this is a consultation and no formal action will be taken this evening. He explained that the proposed lots are compliant for the zoning. Proposed lot #4 is 2 feet too narrow for the average lot width and an adjustment will need to be made.

Asst. Eng. McCraw explained that there are currently 5 lots (4 homes) accessed from the private driveway. The existing driveway is too narrow and does not meet the required widths. The applicant did request waivers to both sections of the specifications that dictate the required width for a shared driveway and the one that indicates it would need to meet private roadway standards, which do require a cul du sac. The two options presented and reviewed by staff:

- Option A. Access from Range Line Terrace using the existing private driveway (no width increase) and no waivers.
- Option B. Access through vacant lot to create a private driveway off of Range Line Terrace, waiver needed.

Staff recommends Option B as it does meet the technical specifications and there are no issues with providing additional access to the existing driveway (which is non-compliant with the specifications) but there are some wetland issues on the other Range Line Terrace property, and it would add a connection to an established subdivision. There are stormwater conditions added and grading plans are required to be reviewed as part of the city building permit approval process.

The decision regarding access is a waiver related to the specifications stated in condition #8, on packet page 82. It states that the applicant needs to either serve the created lots through the access point, as in Option B; or the Planning Commission needs to grant a waiver to those sections of the specifications. He also noted that staff wants the Commission to clarify whether they want the additional width added to the existing driveway should a waiver be granted for Option A to the access point.

Asst. Dir. Zader stated the property owner has certain rights and the applicant is looking for feedback from the Commission on the proposed options.

There was discussion among the Commission regarding the various options. There was consensus that Option B is not favorable and there is not current information whether that option is legal.

Once the two additional parcels are added, this would trigger the existing private driveway to become a private road and need to be widened. Mayor Nerbun stated that road would only need to be widened west of the 4 individual homes.

The applicant, Ralph Morello, stated that there was previous approvals from the Planning Commission that 6 lots could be accessed by the private driveway and easements were filed for 7 lots. He stated that he has recorded documents for all these previous approvals.

Mayor Nerbun stated he feels that the widening of the driveway should be minimized to the area in front of the 4 houses only. There was support from the Commission regarding the minimized widening.

- b) Norr for Brixor SPE 1 LLC. The applicant is seeking building and site plan amendment approval to allow for exterior improvements for the property located at 10930 N. Port Washington Road (Sendik's Food Market).

Asst. Dir. Zader stated there are two issues for the Commission to provide feedback:

1. Staff requests the shopping center section south of Sendik's to be included in the renovations.
2. Most of the proposed materials do match the rest of the shopping development except the introduction of proposed aluminum plank material which is not used anywhere else in the development and staff does not support the use of it behind the Sendik's façade. It is ok to use it underneath the overhang of the windows. Staff recommends the Sendik's façade use a painted efface to match the rest of the development.

He commented that the awnings are included as well as painting of the roof. Staff is supportive of the proposal subject to the two mentioned recommendations.

The Planning Commission discussed the materials previously used, and the materials proposed.

The applicant stated that Sendik's is the anchor of the shopping development and believe that they should be able to be a little distinct than the rest of the shopping center. They believe they should be able to have a few accents that set them apart.

Commissioners provided feedback that they like the proposed materials and agree that Sendik's deserve to be highlighted and to look a little different from the remainder of the shopping center as they are the anchor tenant.

Action

Ald. Strzelczyk made a motion to approve the item removing condition #1.

Commissioner Choren seconded the motion.

A voice vote was taken; vote passed (7-1) (Mayor Nerbun abstained)

RESULT:	APPROVED WITH CONDITIONS [8 TO 0]
MOVER:	Robert Strzelczyk, Alderman
SECONDER:	Martin Choren, Commissioner
AYES:	Strzelczyk, Barnes, Choren, Gentges, Hawley, Schaefer, Stoker
ABSTAIN:	Nerbun, Urbani

5) Announcements

The next meeting is Monday, June 24, 2024, at 6:00 p.m.

6) Adjourn

Action

Commissioner Stoker made a motion to adjourn the meeting.

Commissioner Schaefer seconded the motion.

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

The meeting was adjourned at 7:55 p.m.

Respectfully Submitted,

Jac Zader



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Police and Fire Departments

PUBLIC SAFETY COMMITTEE
Tuesday, April 9, 2024
5:00 PM
Lower Conference Room

Minutes

1) Call to Order and Roll Call

Present:

Chair Gregg Bach

Alderman Dale Mayr

Alderman Kelly Tolocko

Also Present: Fire Chief Bialk, Administrative Coordinator Bowen.

Alderman Mayr arrived at 5:02PM.

2) Approve Meeting Minutes

- a. Public Safety Committee - Regular Meeting - Mar 12, 2024 5:30 PM

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

MOVED BY: Alderman Tolocko

SECONDED BY: Alderman Bach

AYES: Bach, Tolocko

ABSENT: Mayr

3) Resolutions

Action requested: review and recommend approval

- a. **RESOLUTION 4114** A Resolution Approving the Southern Ozaukee Fire & EMS Department's Capital Improvement Budget Amendment to Authorize the Purchase of a 2026 Ford Ambulance from Life Line Emergency Vehicles of Sumner, Iowa, in the Amount of \$365,144

Chief Bialk provided a summary of the resolution.

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

MOVED BY: Alderman Tolocko

SECONDED BY: Alderman Mayr

AYES: Bach, Mayr, Tolocko

4) Adjourn

- a. Motion to Adjourn

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

Attachment: Public Safety mins 4-9-24 (9470 : Public Safety Committee meeting minutes of April 9, 2024)

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

AYES: Bach, Mayr, Tolocko

Respectfully Submitted,

Melina Bowen

Attachment: Public Safety mins 4-9-24 (9470 : Public Safety Committee meeting minutes of April 9, 2024)



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Office of the City Administrator

PUBLIC WELFARE COMMITTEE

Tuesday, May 14, 2024

5:00 PM

Lower Conference Room

Minutes

1) Call to Order, Roll Call

Present:

Chair Dale Mayr
Alderman Gregg Bach
Alderman Brian Parrish

Also Present: City Attorney Brian Sajdak, Community Development Assistant Director Zader, Executive Assistant Enea, and Alderwoman Tolocko

2) Approval of Meeting Minutes

a. April Meeting Minutes

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

MOVED BY: Alderman Bach

SECONDED BY: Alderman Parrish

AYES: Mayr, Bach, Parrish

3) Election of Chair

Alderman Bach nominated Alderman Mayr to be the Committee Chair and Alderman Parrish seconded. His nomination was approved by voice acclamation.

4) Ordinances

Action requested: review and recommend approval

- a. **ORDINANCE 2024-1662** An Ordinance Repealing and Recreating Article XI within Chapter 58 of the Mequon Municipal Code, as it Relates to Floodplain Zoning

Community Development Assistant Director Zader explained to the Committee that the flood plain maps were already sent to FEMA and they had been approved. Alderman Parrish inquired how much it would cost to hire a consultant to challenge the maps. Assistant Director Zader said that is unknown since the City does not know what it would be challenging at this point. Zader went on to explain what would be presented at the upcoming

Attachment: PW Mins 051424 (9512 : Public Welfare Committee meeting minutes of May 14, 2024)

Open House, how the Department sent out 1,400 notices to residents that reside within the flood plain and may be affected, and how people are coming into City Hall on a daily basis to see if they are negatively impacted or not. Alderwoman Tolocko asked if the Open House Presentation could be recorded for those that can't come on May 29, the answer was yes.

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

MOVED BY: Alderman Bach

SECONDED BY: Alderman Parrish

AYES: Mayr, Bach, Parrish

5) ETC Institute Presentation

Robert Heacock, Senior Project Manager, from ETC Institute presented the Committee with their Community Survey Proposal. ETC is a national leader in market research for local governmental organizations and have surveyed more than 2.5 million people in more than 1,000 communities for more than 40 years. There are three necessary phases including designing the survey/developing a sampling plan, administering the survey, and performing the survey analysis/preparing the final report. ETC will tailor the survey to meet Mequon's needs and to make sure that current issues are addressed. A hybrid approach (mail/online/phone) is utilized and the survey with a cover letter on City Letterhead will be mailed to a statistically valid sample of households, approximately 2,500-3,000. Mr. Heacock provided an example from Sugar Land, TX on how data will be presented via comparisons, GIS maps, benchmarking, and crosstabulations. An interactive data dashboard is being included at no additional cost (usually \$5,000), bringing the total all-inclusive cost to \$18,500. The Committee inquired how the survey would be promoted to residents and if more residents could have the opportunity to take it outside of the random sample.

6) Work Calendar

Polco, the third Community Survey vendor, will present their proposal at the June meeting.

7) Adjourn

Alderman Bach moved to adjourn at 5:56 P.M. and Alderman Mayr seconded.

Respectfully Submitted,

Carrie Enea
Executive Assistant

CODE ENFORCEMENT SUMMARY JULY 1, 2024											
A	B	C	D	E	F	G	I	J	K		
1	2	3	4	5	6	7	8	9	10	11	
0	DIST.	ADDRESS	OWNER	VIOLATION TYPE/COMPLAINT	OTC	REQUIREMENT	COURT DATE	COMMENTS	ACTIVE		
5	8	151050504002	10843 N PEBBLE LANE	ABBAS OR FATIMA ALI	ISSUED	6/1/2022		(see key column)	YES/NO		
6	4	140341500100	6110-6112 W COUNTRY LINE ROAD	JEFFREY KRETZ	1/21/2021	12/15/2021		#5 CITATION 1,2	NO		
7	1	140300600500	12323 W MEQUON ROAD	JONATHAN SCHOTTE	10/21/2021	11/4/2021		1	NO		
8	3	140221000600	11512 N WAUWATOSA ROAD	RICK OR PATRICIA FREEMUTH	10/22/2021	11/5/2021		1	NO		
9	4	EXEMPT	110010 N BLUNTROCK AVENUE	WILSON SCHOOL	12/8/2021	12/17/2021		1	NO		
10	1	141550010000	13760 N BONNIVELL COURT	GALINA OR MISHA SHEPHEVICH	ONGOING	ONGOING	NOT SET	#5, CIRCUIT COURT	YES		
11	3	RENTAL	6200 W MEQUON ROAD	ST PAULS FISH	11/17/2021	11/20/2021		1	NO		
12	2	140820648000	2916 W SHOLES DRIVE	DAVID OR ELIZABETH SANDE	11/22/2021	12/5/2021		1	NO		
13	1	141550011000	13702 N BONNIVELL COURT	MICHAEL OR SHELEY OLSON	11/22/2021	11/5/2021		1	NO		
14	4	140270101200	10910 INDUSTRIAL DRIVE	SUPER STEEL LLC	11/17/2021	11/20/2021		1	NO		
15	8	RENTAL	10042 N PORT WASHINGTON ROAD	NEARLY NEW CONSIGNMENT SHOP	11/17/2021	11/20/2021		1	NO		
16	4	RENTAL	11035 INDUSTRIAL DRIVE	CENTRAL PARK	11/17/2021	11/20/2021		1	NO		
17	5	EXEMPT	13460 N PORT WASHINGTON ROAD	CHRIST CHURCH	11/17/2021	11/20/2021		1	NO		
18	4	140340500100	6809 W DONGES BAY ROAD	MEQUON LAWN AND GARDEN	11/17/2021	11/20/2021		1	NO		
19	6	150191301600	11357 N PORT WASHINGTON ROAD	KOHLER CREDIT UNION	11/17/2021	11/20/2021		1	NO		
20	8	RENTAL	11018 N PORT WASHINGTON ROAD	MATHIASIUM	11/17/2021	11/20/2021		1	NO		
21	5	150201001800	11522 N PORT WASHINGTON ROAD	SHELL GAS STATION	11/17/2021	11/20/2021		1	NO		
22	6	RENTAL	10945 N PORT WASHINGTON ROAD	SPINE PAIN DIAGNOSTICS ASSOCIATES SUITE 101	11/17/2021	11/20/2021		1	NO		
23	8	RENTAL	10990 N PORT WASHINGTON ROAD	SENDIK'S	11/17/2021	11/20/2021		1	NO		
24	5	RENTAL	10945 N PORT WASHINGTON ROAD	WISCONSIN RADIOLOGY SPECIALISTS	11/17/2021	11/20/2021		1	NO		
25	8	RENTAL	10964 N PORT WASHINGTON ROAD	MARSHALLS	11/17/2021	11/20/2021		1	NO		
26	8	RENTAL	10526 N PORT WASHINGTON ROAD	DIRTIAH BOUTIQUE	11/17/2021	11/20/2021		1	NO		
27	6	RENTAL	10501 N PORT WASHINGTON ROAD	ALLSTATE INSURANCE	11/17/2021	11/20/2021		1	NO		
28	8	RENTAL	10916 N PORT WASHINGTON ROAD	ELITE NUTRITION	11/17/2021	11/20/2021		1	NO		
29	6	RENTAL	11649 N PORT WASHINGTON ROAD	MEQUON SMILE DESIGN	11/17/2021	11/20/2021		1	NO		
30	6	RENTAL	11042 N PORT WASHINGTON ROAD	X GOLF MEQUON	11/17/2021	11/20/2021		1	NO		
31	8	130290600200	11150 N PORT WASHINGTON ROAD	CLUYER'S	11/17/2021	11/20/2021		1	NO		
32	4	140270201000	11130 N BLUNTROCK AVENUE	ARTESA APARTMENTS	11/17/2021	11/20/2021		1	NO		
33	8	RENTAL	10992 N PORT WASHINGTON ROAD	GREAT CLIPS	11/17/2021	11/20/2021		1	NO		
34	3	RENTAL	6330 W SPUR ROAD	SPUR 16	11/17/2021	11/20/2021		1	NO		
35	4	RENTAL	10503 N CEDARBURG ROAD	THE COLOUR BOWL SALON AND WELLNESS	11/17/2021	11/20/2021		1	NO		
36	4	140500612000	5616 W DONGES BAY ROAD	LIBBY MONTANA	11/17/2021	11/20/2021		1	NO		
37	6	150300600500	2635 W MEQUON ROAD	THE RANGE LINE INN	11/17/2021	11/20/2021		1	NO		
38	6	151330001000	1505 W MEQUON ROAD	EAST TOWNE SQUARE MALL	11/17/2021	11/20/2021		1	NO		
39	6	RENTAL	1339 W MEQUON ROAD	SOVEREIGN SELECT LLC	11/17/2021	11/20/2021		1	NO		
40	3	RENTAL	7802 W MEQUON ROAD	IN BALANCE YOGA	11/17/2021	11/20/2021		1	NO		
41	6	RENTAL	1340 W MEQUON ROAD	AC ZUKERMAN JEWELERS	11/17/2021	11/20/2021		1	NO		
42	5	RENTAL	1300 W MEQUON ROAD	PANERA BREAD	11/17/2021	11/20/2021		1	NO		
43	6	RENTAL	1424 W MEQUON ROAD	NORTH SHORE COMPUTER	11/17/2021	11/20/2021		1	NO		
44	6	RENTAL	1402 W MEQUON ROAD	KUMON MATH AND READING	11/17/2021	11/20/2021	4/6/2022	#5, CITATION 1	NO		
45	8	RENTAL	10530 N PORT WASHINGTON ROAD	FIDLEHEADS COFFEE	11/17/2021	11/20/2021	3/2/2022	#5 CITATION 1	NO		
46	6	RENTAL	11525 N PORT WASHINGTON ROAD	JIMMY JOHNS	11/17/2021	11/20/2021	4/6/2022	#5, CITATION 1,2	NO		
47	6	RENTAL	11511 N PORT WASHINGTON ROAD	TACO BELL	11/17/2021	11/20/2021	4/6/2022	#5, CITATION 1,2	NO		
48	4	140500903002	10360 N CEDARBURG ROAD	KWIK TRIP	12/23/2021	12/27/2021	4/6/2022	#5, CITATIONS 1,2,3	NO		
49	4	140500903002	10360 N CEDARBURG ROAD	KWIK TRIP	11/17/2021	11/20/2021	3/2/2022	#5, CITATION 1,2	NO		
50	8	150291100500	10560 N PORT WASHINGTON ROAD	HOLD HOLDINGS	4/14/2021	4/23/2021	4/6/2022	#5 CITATIONS 1,2,3	NO		
51	4	140840107000	9712 N MEQUON PLACE	TOLLA YANG	10/23/2021	11/5/2021	4/6/2022	#5 CITATIONS 1, 2,3,4, 5,6	YES		
52	7	140290600600	11050 N RIVER ROAD	ROBERT STRN	11/17/2021	11/24/2021		#5 CITATION 1	NO		
53	4	140501204000	10056 N CEDARBURG ROAD	WILLIAM WISTH	ONGOING	ONGOING		#5 CIRCUIT COURT	NO		
54	3	140870805000	11725 N SILVER AVENUE	LUJESS	ONGOING	ONGOING		#5 CIRCUIT COURT	YES		
55	6	151000203000	12339 N ISLAND DRIVE	WILLIAM WISTH	ONGOING	ONGOING	NOT SET	#5 CIRCUIT COURT	YES		
56	8	151070412000	819 W SIERRA LANE	VAANN FAMILY TRUST	2/25/2022	3/11/2022		1	NO		
57	8	151070412000	819 W SIERRA LANE	VAANN FAMILY TRUST	2/25/2022	3/11/2022		1	NO		
58	2	140241201000	11249 N RIVERLAND ROAD	PAUL FREDERICK	2/25/2022	3/11/2022		1	NO		
59	2	140241201000	11249 N RIVERLAND ROAD	PAUL FREDERICK	2/25/2022	3/11/2022		#5 CITATION 1	NO		
60	1	140121200300	3500 W HIGHLAND ROAD	THOMAS LEWENS	2/25/2022	3/11/2022		1	NO		
61	1	140121200300	3500 W HIGHLAND ROAD	THOMAS LEWENS	2/25/2022	3/11/2022		1	NO		

A	B	C	D	E	F	G	I	J	K
62	1	140191500200	11206-11210 W MEQUON ROAD	JORDON OR KRISTY LARSON	PARKING	2/25/2022	3/11/2022	1	NO
63	1	140191500200	11206-11210 W MEQUON ROAD	JORDON OR KRISTY LARSON	OUTSIDE STORAGE	2/25/2022	3/11/2022	1	NO
64	1	140191500200	11206-11210 W MEQUON ROAD	JORDON OR KRISTY LARSON	OUTSIDE MAINTENANCE	2/25/2022	3/30/2022	1	NO
65	2	140950607000	3033 N RENEE COURT	IGOR OR MARGARITA LETKIN	PARKING	3/8/2022	3/22/2022	1	NO
66	6	150300800400	10841 N CHIOLE LANE	NICHOLAS OR LAURA MYER	OUTSIDE STORAGE	3/14/2022	3/31/2022	1	NO
67	6	150300800400	10841 N CHIOLE LANE	NICHOLAS OR LAURA MYER	GENERAL MAINTENANCE	3/14/2022	5/30/2022	1	NO
68	6	140550607000	2030 W SUNNYDALE LANE	DIANNE MCCLELLAN	PARKING	3/14/2022	3/31/2022	1	NO
69	6	140550607000	2030 W SUNNYDALE LANE	DIANNE MCCLELLAN	OUTSIDE STORAGE	3/14/2022	3/31/2022	1	NO
70	4	140271200400	6926 W DONGES BAY ROAD	GO RITEWAY	PARKING	3/17/2022	3/21/2022	1	NO
71	4	140271200400	6926 W DONGES BAY ROAD	GO RITEWAY	ADVERTISING FLAG	3/17/2022	3/21/2022	1	NO
72	4	140840205000	9612 W MEQUON PLACE	LEWIS OR JEAN BIRKE	OUTSIDE MAINTENANCE	3/29/2022	6/1/2022	1	NO
73	7	150850000002	3100 W COUNTRY CLUB DRIVE	NORTH SHORE COUNTRY CLUB	LANDSCAPING	3/29/2022	7/1/2022	1	NO
74	4	140500709000	140500709000	WILLIAM CONLEY	MAINTENANCE	3/24/2022	7/1/2022	1	NO
75	4	140270901200	1863/461 N 1/2 LOT 9 BLK 7 CEDARBURG ROAD	MEGA DEVELOPMENT CORPORATION	BUSINESS OCCUPANCY PERMIT	3/31/2022	4/8/2022	1	NO
76	2	140240701200	11610 N RIVER ROAD	MARILYN MAKE	OUTSIDE STORAGE	3/31/2022	4/13/2022	1	NO
77	5	RENTAL	11700 N PORT WASHINGTON ROAD	MARCUS NORTH SHORE CINEMA	LITTER	4/6/2022	4/13/2022	1	NO
78	5	150200701100	11616 N PORT WASHINGTON ROAD	ELITE HIGH ANDER MEQUON INC.	LITTER	4/6/2022	4/13/2022	1	NO
79	5	RENTAL	11558 N PORT WASHINGTON ROAD	METRO MARKET	PARKING	4/21/2022	4/28/2022	1	NO
80	3	140860207000	11345 N SOLAR AVE	JEFFREY MCCLONE	PARKING	4/21/2022	4/28/2022	1	NO
81	3	140860207000	11425 N VEGA AVE	DERNIS HERRERA	PARKING	4/21/2022	4/28/2022	1	NO
82	3	140210101000	11932 N VEGA AVE	JOHN OR STACEY MURRAY	PARKING	4/21/2022	4/28/2022	1	NO
83	3	141220004000	11912 N SOLAR AVE	JAMES MONICHIOL	PARKING	4/21/2022	4/28/2022	1	NO
84	3	140870708000	11625 N VEGA AVE	ROBERT MACIEWICZ	PARKING	4/21/2022	4/28/2022	1	NO
85	3	140881402000	8509 W POPLAR DR	WILLIAM BLATZ	PARKING	4/21/2022	4/28/2022	1	NO
86	4	140840509000	4808 W HAWAIIA DR	PAUL SCHUMACHER	HOOP HOUSE	4/21/2022	5/5/2022	1	NO
87	2	141160010000	12335 N WOODFIELD CT	JEFFREY OR SUSAN POMERANTZ	OUTSIDE STORAGE	4/22/2022	4/29/2022	1	NO
88	3	140500102002	6714 W MEQUON ROAD	MICHAEL OR TRACY LALONDE	OUTSIDE STORAGE	4/28/2022	5/13/2022	1	NO
89	7	150580205000	1425 W ZEDLER LANE	BRADFORD BIGG	GARBAGE	5/10/2022	5/13/2022	1	NO
90	2	141160010000	12335 N WOODFIELD COURT	JEFFREY 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	5/24/2022	1	NO
93	3	RENTAL	6006 W MEQUON ROAD	SPUR 15	BANNER/FLAG	5/17/2022	5/24/2022	1	NO
94	8	RENTAL	10900 N PORT WASHINGTON ROAD	THE FEED BAG	BANNER	5/17/2022	5/24/2022	1	NO
95	2	EXEMPT	3906 W MEQUON ROAD	ST BONIFACE CHURCH	BANNER	5/17/2022	5/24/2022	1	NO
96	5	151001214000	1630 W DOROTHY PLACE	DAVID OR SHELY THAUGH	OUTSIDE MAINTENANCE	5/25/2022	6/18/2022	1	NO
97	5	151001214000	1630 W DOROTHY PLACE	DAVID OR SHELY THAUGH	OUTSIDE STORAGE	5/25/2022	7/1/2022	1	NO
98	3	140870504001	11733 N WAUWATOSA ROAD	DELORS FILAHER	OUTSIDE STORAGE	5/25/2022	6/13/2022	1	NO
99	3	140870504001	11733 N WAUWATOSA ROAD	DELORS FILAHER	OUTSIDE MAINTENANCE	6/7/2022	7/5/2022	1	NO
100	4	140941600200	BAERL AND COUNTRY LINE/ NO ADDRESS	BILL FINE/COUNTRY LINE HOLDINGS	PARKING	6/13/2022	6/23/2022	1	NO
101	6	150570602000	1424 W ZEDLER LANE	ROSEMARY KOLLER	GRASS	6/15/2022	6/23/2022	1	NO
102	8	151070412000	819 SIERRA LANE	VAAN FAMILY TRUST	GRASS	6/15/2022	6/23/2022	1	NO
103	7	141510003000	9853 N RANGE LINE ROAD	CYNTHIS COAKLEY	OUTSIDE STORAGE	6/15/2022	6/23/2022	1	NO
104	5	151030214001	12707 N EAST SHORELAND DRIVE	GRAMMAN LIVING TRUST	PARKING	6/15/2022	6/23/2022	1	NO
105	5	151030214000	12731 N EAST SHORELAND DRIVE	TED RUEHL	OUTSIDE STORAGE	6/15/2022	6/23/2022	1	NO
106	4	140640222000	10811 N SHERWOOD DRIVE	CHARLES CONRAD	YARD WASTE BRANCHES	6/21/2022	6/28/2022	1	NO
107	8	151070412000	819 W SIERRA LANE	VAAN FAMILY TRUST	TRASH/LITTER	6/21/2022	6/28/2022	1	NO
108	6	150710411000	11604 N HILLSIDE LANE	MICHAEL GIMREK OR SUZANNE PEPLINSKI	TURF GRASS	6/21/2022	6/28/2022	1	NO
109	6	150710405000	11433 N COUNTRY LANE	WILLIAM GENSERICK	TEMPORARY STRUCTURE	6/21/2022	6/28/2022	1	NO
110	6	150710405000	11433 N COUNTRY LANE	WILLIAM GENSERICK	PARKING	6/21/2022	6/28/2022	1	NO
111	6	150930108000	11320 N VALLEY DRIVE	JONATHAN SCHULTZ	PARKING	6/21/2022	6/28/2022	1	NO
112	7	140700803000	3327 BURGANDY COURT	LYNN YORBECK	PARKING	6/21/2022	6/28/2022	1	NO
113	6	150990701000	12345 N EAST SHORELAND DRIVE	ANDREW OR WENDY PETROD	OUTSIDE MAINTENANCE	6/23/2022	7/29/2022	1	NO
114	6	150990701000	12345 N EAST SHORELAND DRIVE	ANDREW OR WENDY PETROD	TURF GRASS	6/23/2022	7/14/2022	1	NO
115	5	150060901500	13804 N MARTIN WAY SUITE 2400	13804 N MARTIN WAY LLC	POOL FENCE	7/1/2022	7/29/2022	1	YES
116	5	150061500900	1908 W BONNIMEL ROAD	RAVI MARIYAN OR SOUVIYA SUBRAMANIAN	POOL FENCE	8/11/2021	8/26/2022	1	NO
117	2	150911001000	2517 W CHESLUT ROAD	TAORIKI OR KERRY ALABI	PARKING	7/15/2022	7/22/2022	1	NO
118	4	140501305007	9807 N CEDARBURG ROAD	RYAN OR KATHERINE KAUTZER	TURF GRASS	7/15/2022	7/22/2022	1	NO
119	6	XXXXXXX	NORTH SHORE ESTATES	DEBRA NEWELL PRESIDENT	OUTSIDE STORAGE	7/14/2022	8/5/2022	1	NO
120	3	142010051000	10879 N WILDCAT WAY	AMBER SCHROEDER	FENCE	5/16/2022	5/27/2022	1	YES
121	3	140860205000	11413 N SOLAR AVENUE	DUANE OR JULIE WAGNER	PARKING	7/21/2022	8/4/2022	1	NO
122	8	RENTAL	10930 N PORT WASHINGTON ROAD	SENDIKS	BANNERS	7/21/2022	7/28/2022	1	NO

A	B	C	D	E	F	G	I	J	K
129	1	XXXXXXXXXX	HIGHLANDS LOT 8	OUTSIDE MAINTENANCE	7/22/2022	7/29/2022		1	NO
124	4	140270201500	8835 W MEQUON ROAD	LANDSCAPING	7/22/2022	8/16/2022		1	NO
126	4	140270200200	STOWPOINT SENIOR LIVING	SIGNS	7/22/2022	8/19/2022		1	NO
126	7	150850000002	3100 W COUNTRY CLUB DRIVE	LANDSCAPING	7/22/2022	10/5/2022		1	NO
127	8	XXXXXXXXXX	10830 N PORT WASHINGTON ROAD	FLAGS	7/22/2022	7/29/2022		1	NO
128	2	140820210001	3015 W SHOLES DRIVE	2 SHEDS	8/11/2022	9/11/2022		1	NO
129	5	151120203000	13887 N LAKE SHORE DRIVE	OUTDOOR STORAGE	8/11/2022	8/26/2022		1	NO
130	6	150930802300	2212 W SUNNYDALE LANE	POOL FENCE	8/11/2022	8/26/2022		1	NO
131	8	RENTAL	10806 N PORT WASHINGTON ROAD	BANNER	8/19/2022	8/25/2022		1	NO
132	6	RENTAL	1605 W MEQUON ROAD	FLAGS	8/19/2022	8/25/2022		1	NO
133	6	RENTAL	1605 W MEQUON ROAD	FLAGS	8/19/2022	8/25/2022		1	NO
134	6	RENTAL	1616 W MEQUON ROAD	FLAGS	8/19/2022	8/25/2022		1	NO
136	6	RENTAL	1330 W MEQUON ROAD	BANNER	8/19/2022	8/26/2022		1	NO
137	6	RENTAL	1402 W MEQUON ROAD	BANNER	8/19/2022	8/25/2022		1	NO
138	6	RENTAL	1560 W MEQUON ROAD	BANNER	8/19/2022	8/25/2022		1	NO
139	6	RENTAL	11038 N PORT WASHINGTON ROAD	SIGNS	8/19/2022	8/25/2022		1	NO
140	4	140271601200	10433 N BAEHR ROAD	PLUMBING PERMIT	7/22/2022	9/7/2022		#5 CITATION 1	NO
141	1	141440022001	7421 RIDGEVIEW DRIVE	ELECTRIC PERMIT	8/24/2022	9/7/2022		EXTENSION	YES
142	1	141440022001	7421 RIDGEVIEW DRIVE	BUILDING PERMIT	8/24/2022	9/7/2022		EXTENSION	YES
143	1	141440022001	7421 RIDGEVIEW DRIVE	FILL PERMIT	8/24/2022	9/7/2022		EXTENSION	YES
145	1	141440022001	7421 RIDGEVIEW DRIVE	SURVEY	8/24/2022	9/7/2022		EXTENSION	YES
146	7	150500116000	1828 W FIESTA LANE	GRASS	8/31/2022	9/8/2022		1	NO
147	7	140700145000	3631 W LEGRAND BLVD	HOME BUSINESS	9/6/2022	9/16/2022		1	NO
148	4	RENTAL	10801 N COMMERCE STREET	BUILDING AND SITE PLAN AMENDMENT	9/6/2022	9/19/2022		1	NO
149	6	RENTAL	1339 W MEQUON ROAD	WALL SIGN	9/8/2022	10/28/2022		1	NO
150	5	151010106001	12658 N SHORELAND PARKWAY	DECK	9/13/2022	12/14/2022		1	NO
151	5	150970019000	12648 N RIVER FOREST CIRCLE	PARKING	9/13/2022	9/23/2022		1	NO
152	5	150970019000	12648 N RIVER FOREST CIRCLE	OUTSIDE MAINTENANCE	9/13/2022	10/1/2022		#5 CITATION 1	NO
153	8	EXEMPT	10370 N WILLOWOOD COURT	GRASS	9/14/2022	10/14/2022		1	NO
154	3	RENTAL	7180 W DONGES BAY ROAD	CONDITIONAL USE GRANT	9/14/2022	10/4/2022		1	NO
155	6	150190400400	11743 N PORT WASHINGTON ROAD LOT 1	GRASS	9/20/2022	10/7/2022		1	NO
156	6	150190400500	11743 N PORT WASHINGTON ROAD LOT 2	GRASS	9/22/2022	10/7/2022		1	NO
157	6	150190400600	11743 N PORT WASHINGTON ROAD LOT 3	GRASS	9/22/2022	10/7/2022		1	NO
158	5	RENTAL	1550 W MEQUON ROAD	MONUMENT SIGN	9/29/2022	10/13/2022		#5 CITATION 1,2,3	NO
159	8	150740120000	317 E CIRCLE ROAD	PARKING	9/29/2022	10/13/2022		#5 CITATION 1	NO
160	4	140940306000	4904 W COUNTRY LINE ROAD	SUMP PUMP	9/29/2022	10/7/2022		1	NO
161	5	RENTAL	11431 N PORT WASHINGTON ROAD SUITE 207	CONDITIONAL USE GRANT	10/5/2022	11/14/2022		1	NO
162	6	RENTAL	11431 N PORT WASHINGTON ROAD SUITE 135	DAVALUY COSMETICS	10/5/2022	11/14/2022		1	NO
163	6	RENTAL	11431 N PORT WASHINGTON ROAD SUITE 101E	EMBRACE YOUR FACE	10/5/2022	11/14/2022		1	NO
164	6	RENTAL	11431 N PORT WASHINGTON ROAD SUITE 106A	CEGAR CREEK MASSAGE	10/5/2022	11/14/2022		1	NO
165	6	RENTAL	11431 N PORT WASHINGTON ROAD SUITE 106A	JANET HAIDEN-ACUESTICS	10/5/2022	11/14/2022		1	NO
166	6	RENTAL	11431 N PORT WASHINGTON ROAD SUITE 106	DRAGON FLY MEDITATION AND WELLNESS	10/5/2022	11/14/2022		1	NO
167	6	RENTAL	11431 N PORT WASHINGTON ROAD SUITE 106	THERPUTIC MASSAGE AND WELLNESS CENTER	10/5/2022	11/14/2022		1	NO
168	6	150800600900	2505 W MEQUON ROAD SUITE 212	CONDITIONAL USE GRANT	10/6/2022	10/13/2022		1	NO
169	3	RENTAL	7606 W MEQUON ROAD	BANNER	10/6/2022	10/13/2022		1	NO
170	6	150710405000	11743 N COUNTRY LANE	OUTSIDE STORAGE	10/6/2022	10/27/2022		1	NO
171	6	150710405000	11433 N COUNTRY LANE	OUTSIDE MAINTENANCE	10/6/2022	11/10/2022		1	NO
172	6	150310101100	10355 N PORT WASHINGTON ROAD	OUTSIDE MAINTENANCE	10/12/2022	11/12/2022		#5 CITATION 1	NO
173	1	140200600700	10505 W FRIESTADT ROAD	PARKING	10/19/2022	11/11/2022		1	NO
174	1	140171101100	10516 W FRIESTADT ROAD	WATER TO FACILITY	10/19/2022	11/11/2022		#5 CITATION 1	NO
175	4	140500404000	11155 N CEDARBURG ROAD	PARKING	10/19/2022	11/25/2022		1	YES
176	5	150170800500	12351 N LAKESHORE DRIVE	SEED PERMIT	10/19/2022	11/4/2022		1	NO
177	4	140271601200	10433 N BAEHR ROAD	MONUMENT SIGN	10/26/2022	11/30/2022		1	NO
178	4	RENTAL	11120 N BLINCKOCK AVENUE	PARKING COMMERCIAL	10/27/2022	11/1/2022		EXTENSION	YES
179	5	150920201000	11404 N PINEHURST CIRCLE	GRASS	10/27/2022	11/4/2022		1	NO
180	5	150920201000	11404 N PINEHURST CIRCLE	OUTSIDE MAINTENANCE	10/27/2022	11/27/2022		1	NO
181	8	151070112002	1027 W DONGES BAY	BUILDING PERMIT	10/27/2022	11/27/2022		1	NO
182	6	151260105000	10451 N STRATFORD PLACE	BUILDING PERMIT	10/28/2022	11/24/2022		1	NO
183	5	151200017000	11693 N LAKE SHORE DRIVE	OUTSIDE MAINTENANCE	1/19/2022	5/30/2022		#5 CITATION 1	YES

A	B	C	D	E	F	G	I	J	K
129	5	151200017000	11693 N LAKE SHORE DRIVE	BARBARA PRAFF	OUTSIDE STORAGE	1/19/2022	2/8/2022	#5 CITATION 1	YES
135	1	140030900200	14015 N CEDARBURG ROAD	WHITE RABBIT RESTAURANT	MONUMENT SIGNS	11/9/2022	11/29/2022	1	NO
136	6	150191602200	7400 W MEQUON ROAD	CONCORD 97 LLC	OUTSIDE MAINTENANCE	11/10/2022	12/1/2022	1	NO
137	6	150191602300	1350 W MEQUON ROAD	CONCORD 97 LLC	OUTSIDE MAINTENANCE	11/10/2022	12/1/2022	1	NO
138	8	150320700200	10000 N PORT WASHINGTON ROAD	PARK AVENUE PLAZA OF MEQUON	OUTSIDE MAINTENANCE	11/10/2022	12/1/2022	1	NO
139	6	151950001000	1511 MARKET STREET	LAKESIDE DEVELOPMENT COMPANY (PWS) SCHMIDT MEQUON LLC	OUTSIDE MAINTENANCE	11/10/2022	12/1/2022	1	NO
139	5	150201101000	11800 N PORT WASHINGTON ROAD	JEFF OR BRETT ASTENBORSKI	OUTSIDE STORAGE	11/15/2022	12/16/2022	EXTENSION NEW OWNER	YES
141	7	140501403003	10035 N RIVER ROAD	ANDREW BERGMAN	OUTSIDE STORAGE	11/17/2022	12/1/2022	1	NO
142	4	140341100400	9716 N WALWATOSA ROAD	ROBERT PETZOLD JR	PARKING	11/17/2022	12/1/2022	1	NO
143	4	140341100400	9716 N WALWATOSA ROAD	ROBERT PETZOLD JR	OUTSIDE STORAGE	11/17/2022	12/1/2022	1	NO
144	4	140340500900	10346 N WALWATOSA ROAD	LUDENWOOD FARMS	BANNER	11/17/2022	12/1/2022	1	NO
145	1	140181300800	10911 N GRANVILLE ROAD	TOBIN JEWELERS	BANNER/FLAGS	11/17/2022	12/1/2022	1	NO
147	1	1402181300800	12021 N GRANVILLE ROAD	MARK KRUEGER	OUTSIDE STORAGE	11/17/2022	12/1/2022	1	NO
149	8	RENTAL	10840 N PORT WASHINGTON ROAD	MARK KRUEGER	OUTSIDE STORAGE	11/30/2022	12/8/2022	1	NO
159	6	1408602219000	11428 N VEGA AVENUE	MARK KRUEGER	PARKING	12/6/2022	12/20/2022	1	NO
201	3	1408602219000	11428 N VEGA AVENUE	BENJAMIN AHANGER	OUTSIDE STORAGE	12/6/2022	12/20/2022	1	NO
202	3	1408602219000	7907 W WILLOWBROOK DRIVE	REGINALD FLETCHER	OUTSIDE STORAGE	12/6/2022	12/20/2022	1	NO
203	6	150191500300	1386 W MEQUON ROAD	JEREMY GONZALES	PARKING	12/7/2022	12/14/2022	1	NO
204	3	140981604000	11329 N MEADOWBROOK DRIVE	KIMBERLY SCIDMORE OR KERRY HANSEN	PARKING	12/7/2022	12/14/2022	1	NO
205	3	140981602000	11309 N MEADOWBROOK AVENUE	DAVID WOZNIAK	PARKING	12/7/2022	12/14/2022	1	NO
206	3	140870807000	11730 N RIDGEWAY AVENUE	GREEN HILL PROPERTIES	PARKING	12/7/2022	12/14/2022	#5 CITATION 1,2	NO
207	3	140981708000	11310 N MEADOWBROOK DRIVE	DANIEL MUELLER	PARKING	12/7/2022	12/14/2022	1	NO
208	3	140981708000	11932 N SILVER AVENUE	SANG WOO NAM	PARKING	12/9/2022	12/16/2022	1	NO
209	4	140270201200	11090 N BUTTRICK AVENUE	MICHAEL COLE	PARKING	12/13/2022	12/29/2022	1	NO
210	5	150390013001	13560 N LAKESHORE DRIVE	GRANTT REMODELS LLC	PARKING	12/14/2022	12/29/2022	1	NO
211	2	150180600500	12750 N SHORELAND PARKWAY	MONKS ALTERATIONS	BANNER	12/14/2022	12/30/2022	#5 CITATION 1	NO
212	8	RENTAL	10038 N PORT WASHINGTON ROAD	JOSEPH OR MELANIE DEVORGIN	BUILDING PERMIT ACCESSORY STRUCTURE (2)	12/22/2022	1/6/2023	#5 CITATION 1	NO
213	2	140140400100	12435 N RIVER ROAD	YOUSSEF BERRADA	SURVEY	12/29/2022	1/17/2023	#5 CITATION 1	YES
214	1	141440022001	7421 RIDGEVIEW DRIVE	HA III ACQUISITIONS 1 LLC	PARKING	1/6/2023	1/19/2023	1	NO
215	1	141440022001	10212 SUNNYCREST DRIVE	ANTOINETTE JACKSON	OUTSIDE STORAGE	1/11/2023	1/27/2023	1	NO
216	6	150600216000	7227 W DONGES BAY ROAD	CHRISTOPHER BESLER	ELECTRIC	1/12/2023	2/17/2023	#5 CITATION #1	NO
217	4	140340600900	7227 W DONGES BAY ROAD	CONCORD 94 LLC	DUVPISTER DOORS	1/19/2023	4/15/2023	1	NO
218	4	140340600900	11201 N SOLAR AVENUE	CONCORD 94 LLC	STORAGE CONTAINER	1/20/2023	2/3/2023	1	NO
219	3	140510104000	10526 N PORT WASHINGTON ROAD	EW DEVELOPMENT CORP	OUTSIDE MAINTENANCE	1/26/2023	2/17/2023	#5 CITATION 1,2	NO
220	8	151790001000	10526 N PORT WASHINGTON ROAD	SHLEY 2012 IRREVOCABLE TRUST	PARKING	2/9/2023	OPEN	1	NO
221	8	151790001000	10526 N PORT WASHINGTON ROAD	ACE HARDWARE	COMMUNITY SPIRIT LETTER	2/9/2023	OPEN	1	NO
222	8	151790001000	10526 N PORT WASHINGTON ROAD	BMO HARRIS BANK	COMMUNITY SPIRIT LETTER	2/9/2023	OPEN	1	NO
223	4	140500506000	11100 N GREEN BAY ROAD	MEQUON UNIT 17 LLC	COMMUNITY SPIRIT LETTER	2/9/2023	OPEN	1	NO
224	4	140500506000	11100 N GREEN BAY ROAD	SMR LLC	COMMUNITY SPIRIT LETTER	2/9/2023	OPEN	1	NO
225	6	150390400000	11743 N PORT WASHINGTON ROAD	PL 10335 LLC	COMMUNITY SPIRIT LETTER	2/9/2023	OPEN	1	NO
226	3	140510104000	11201 N SOLAR AVENUE	ST PAULS FISH COMPANY	OUTSIDE STORAGE	2/16/2023	3/10/2023	1	NO
227	6	151290001000	11001 N PORT WASHINGTON ROAD	JWI LLC	OUTSIDE STORAGE	2/16/2023	3/10/2023	1	NO
228	6	150900100700	1425 W MEQUON ROAD	MEHTA PROPERTIES LLC	COMMUNITY SPIRIT LETTER	2/16/2023	3/10/2023	1	NO
229	6	151290017000	1317 W TOWNE SQUARE ROAD	CAFÉ HOLLANDER	BANNER	2/16/2023	3/10/2023	1	NO
230	8	151790010144	10044 N PORT WASHINGTON ROAD	JEAN GORSKI	OUTSIDE MAINTENANCE	2/16/2023	3/10/2023	1	NO
231	6	151790002000	10602 N PORT WASHINGTON ROAD	YOUSSEF BERRADA	BUILDING PERMIT	2/16/2023	3/10/2023	1	NO
232	5	150200600100	1025 W GLEN OAKS LANE	LUIS OR ALICE HOLDEN	BUILDING PERMIT	2/16/2023	3/10/2023	1	NO
233	3	140500202001	6200 W MEQUON ROAD	STEPHANIE WELDON	BUILDING PERMIT	2/16/2023	3/10/2023	1	NO
234	4	140271600600	6130 W DONGES BAY ROAD	PETU	BUILDING PERMIT	2/16/2023	3/10/2023	1	NO
235	4	140261100700	10412 N BAHR ROAD	RYAC AND ELECTRIC PERMITS	BASKETBALL COURT	2/16/2023	3/10/2023	1	NO
236	4	RENTAL	5900 W MEQUON ROAD	THE MONT CLIPRANTIC	SIGN	2/16/2023	3/10/2023	1	NO
237	6	151000310000	13510 N PILOT DRIVE			2/16/2023	3/10/2023	1	NO
238	1	141440022001	7421 RIDGEVIEW DRIVE			2/16/2023	3/10/2023	1	NO
239	3	140892302000	11433 N TOWER LANE			2/16/2023	3/10/2023	1	NO
240	1	140171012000	10545 W HEATHER DRIVE			2/16/2023	3/10/2023	1	NO
241	6	150291100700	10510 N PORT WASHINGTON ROAD			2/16/2023	3/10/2023	1	NO
242	2	140130600800	12602 N RIVER ROAD			2/16/2023	3/10/2023	1	NO
243	8	150291100200	10404 N PORT WASHINGTON ROAD			2/16/2023	3/10/2023	1	NO
244	8	RENTAL	10972 N PORT WASHINGTON ROAD			2/16/2023	3/10/2023	1	NO

A		B	C	D	E	F	G	I	J	K
245	8	RENTAL	10916 N PORT WASHINGTON ROAD	ELITE NUTRITION	SIGN	3/15/2023	3/23/2023		1	NO
246	8	RENTAL	10902 N PORT WASHINGTON ROAD	NEROLI SALON	SIGN	3/15/2023	3/23/2023		1	NO
247	8	15106024000	429 W THORNAPPLE LANE	FRANK TRUST	PARKING	4/4/2023	4/11/2023		1	NO
248	8	RENTAL	10984 N PORT WASHINGTON ROAD	MARSHALLS MEQUON	COMMUNITY SPIRIT LETTER	4/10/2023	OPEN		1	NO
249	8	RENTAL	10964 N PORT WASHINGTON ROAD	PET SUPPLIES PLUS MEQUON	COMMUNITY SPIRIT LETTER	4/10/2023	OPEN		1	NO
250	8	RENTAL	10930 N PORT WASHINGTON ROAD	SENDUS MARKET MEQUON	COMMUNITY SPIRIT LETTER	4/10/2023	OPEN		1	NO
251	8	150290601000	10930 N PORT WASHINGTON ROAD	BRANCO MEQUON	COMMUNITY SPIRIT LETTER	4/10/2023	OPEN		1	NO
252	4	140710027000	4807 W ELMDALE ROAD	OLGA KONOVCHKO	PARKING	4/15/2023	5/31/2023		1	NO
253	6	151230502000	12010 N RIVER GLENN LANE	KENNETH R NASON OR LEELEY A SCHWARTZ-NASON	OUTSIDE STORAGE	4/15/2023	4/25/2023		#5 CITATION 1,2,3	NO
254	4	140590050004	10240 N CEDARBURG ROAD	SYBARIS	OUTSIDE MAINTENANCE	4/25/2023	5/15/2023		1	NO
255	4	140501001000	10955 N CEDARBURG ROAD	TAYLOR AND DUMNS	OUTSIDE MAINTENANCE	4/25/2023	6/1/2023		1	NO
256	2	140590400000	3403 W COLETTE COURT	PAWEŁ WYDRA	OUTSIDE STORAGE	5/1/2023	5/15/2023		#5 CITATION 1	NO
257	8	150291100500	10500 N PORT WASHINGTON ROAD	LISA HOLDEN	PARKING	5/10/2023	OPEN		#5 CITATION 1	NO
258	1	140390600050	12923 W MEQUON ROAD	JONATHAN SCHOTTE	PARKING	5/12/2023	5/19/2023		1	NO
259	8	150320600200	10353 N PORT WASHINGTON ROAD	SOBELMANS 10352 LLC	OUTSIDE MAINTENANCE	5/12/2023	5/22/2023		#5 CITATION 1,2,3	YES
260	7	140250600800	11152 N RIVER ROAD	STROU REAL ESTATE LLC	OUTSIDE MAINTENANCE	5/12/2023	5/25/2023		1	NO
261	1	140300500400	11805-11807 W MEQUON ROAD	MAE BRIELVAIER	PARKING	5/15/2023	5/25/2023		1	NO
262	1	140300500400	11805-11807 W MEQUON ROAD	MAE BRIELVAIER	OUTSIDE STORAGE	5/15/2023	5/25/2023		1	NO
263	2	140230400100	11761 N RIVER ROAD	EVAN OR SANDRA MORGAN	OUTSIDE LIGHTING	5/23/2023	6/2/2023		#5 CITATION	NO
264	5	150170800500	12531 N LAKE SHORE DRIVE	STEVEN OR KIMBERLY BROWN	GARBAGE	5/25/2023	5/30/2023		1	NO
265	5	150170200200	12730 N LAKE SHORE DRIVE	FREDRICK REED	GARBAGE	5/23/2023	5/30/2023		1	NO
266	7	140250700700	109054 N RIVER ROAD	JEFFERY OR JAMMY LEVESQUE	SUMP PUMP	5/24/2023	6/2/2023		1	NO
267	2	140240200500	11808 N RIVERLAND ROAD	BONIS PERMITIN	OUTSIDE STORAGE	6/5/2023	7/7/2023		1	NO
268	4	140501304006	9839 N ARROWWOOD ROAD	THOMAS OR MARY CONNOLLY	PARKING	6/5/2023	6/23/2023		1	NO
269	2	140820648000	2916 W SHOLES DRIVE	DAVID OR ELIZABETH SANDE	PARKING	6/5/2023	6/15/2023		1	NO
270	2	140820214000	2911 W SHOLES DRIVE	JOAN OR BARBARA MILLERBIV	PARKING	6/5/2023	6/15/2023		1	NO
271	2	140820101000	11855 N SOLAR LANE	JAMES OR JOANNE GUTHRIE PETERSON	PARKING	6/5/2023	6/15/2023		1	NO
272	3	141220007000	11809 N SOLAR AVENUE	BRANDON OR SARAH ZELAZOSKI	PARKING	6/5/2023	6/15/2023		1	NO
273	2	141160018000	3134 W WOODFIELD DRIVE	SCOTT EDISON	GRASS	6/5/2023	6/15/2023		1	NO
274	7	140700145000	3531 W LE GRANDE BLVD	LAC DU GRUBER LLC	OUTSIDE MAINTENANCE	6/5/2023	6/25/2023		1	NO
275	7	150560305000	1425 W ZEDLER LANE	BRADFORD HGG	GRASS	6/19/2023	6/25/2023		1	NO
276	5	150051400200	13920 N LAKE SHORE DRIVE	RAAPHAEL OR IRENE BRUNETTE	OUTSIDE STORAGE	6/21/2023	7/12/2023		1	NO
277	1	RENTAL	14015 N CEDARBURG ROAD	THE WHITE RABBIT	CONDITIONAL USE GRANT	6/21/2023	6/29/2023		1	NO
278	6	RENTAL	1402 W MEQUON ROAD	KUMON MATH AND READING	BANNER	6/28/2023	7/1/2023		1	NO
279	6	RENTAL	1340 W MEQUON ROAD	NORTH SHORE JEWELERS	BANNER	6/28/2023	7/1/2023		1	NO
280	6	RENTAL	1406 W MEQUON ROAD	LITTLE SPROUTS PLAY CAFE	BANNER	6/28/2023	7/1/2023		1	NO
281	6	RENTAL	1350 W MEQUON ROAD	COCOA TREE CONNECTIONARY	BANNER	6/28/2023	7/1/2023		1	NO
282	6	RENTAL	1300 W MEQUON ROAD	PANERA BREAD	BANNER	6/28/2023	7/1/2023		1	NO
283	4	140560305000	5103 W WESTFIELD ROAD	DAVID KRIEGL	OUTSIDE STORAGE	6/29/2023	7/13/2023		1	NO
284	4	140560305000	5103 W WESTFIELD ROAD	DAVID KRIEGL	PARKING	6/29/2023	7/13/2023		1	NO
285	4	140840205000	9612 N MEQUON PLACE	JUSTIN BIKEL	OUTSIDE STORAGE	6/29/2023	7/5/2023		1	NO
286	4	140840205000	9612 N MEQUON PLACE	JUSTIN BIKEL	GRASS	6/29/2023	7/5/2023		1	NO
287	6	150906063000	11541 N LAGUNA DRIVE	INA PETROYICI	PARKING	7/5/2023	7/29/2023		1	NO
288	6	140771401000	2716 W CHESTNUT ROAD	HOWARD DUBROFF	PERMITS	7/15/2023	8/29/2023		1	NO
289	6	150830020000	13418 LAKEWOOD DRIVE	SAMUEL OR NINA KIRK	OUTSIDE MAINTENANCE	8/4/2023	9/4/2023		1	NO
290	6	150200200700	325 SEACROFT COURT	DANIEL DOMAGALA	PARKING	8/4/2023	8/11/2023		#5 CITATION 1	NO
291	8	150540506000	10903 N SAN MARINO DRIVE	KASTEN OR KELLY HUTTELMAIER	OUTSIDE MAINTENANCE	8/4/2023	8/19/2023		1	NO
292	4	140710007000	4707 W ELMDALE ROAD	MAALACHY TOAL	OUTSIDE MAINTENANCE	8/4/2023	8/15/2023		1	NO
293	5	150180600500	12750 N SHORELAND PARKWAY	GRANITTE REMODELS LLC	GRASS	8/5/2023	8/15/2023		1	NO
294	8	151060024000	429 W THORNAPPLE LANE	FRANK TRUST	OUTSIDE STORAGE	8/5/2023	8/19/2023		1	NO
295	7	140250601000	11006 N RIVER ROAD	JUAN OR DANA OZOZCO	PARKING	8/23/2023	9/1/2023		1	NO
296	1	1403900100700	11051 N GRANVILLE ROAD	MIRIOSLAW OR IWONA PAWELC	HOME OCCUPATION BUSINESS	8/23/2023	9/1/2023		1	NO
297	8	150320600200	10352 N PORT WASHINGTON ROAD	GUZMAN PROPERTIES LLC	COMMUNITY SPIRIT LETTER	8/31/2023	10/1/2023		1	NO
298	4	140501305007	9807 N CEDARBURG ROAD	RYAN OR KATHERINE KAUTZER	GRASS	9/1/2023	9/14/2023		1	NO
299	4	140501001000	10965 N CEDARBURG ROAD	10965 LLC	OUTSIDE STORAGE	9/1/2023	9/14/2023		1	NO
300	7	140850103000	4423 W TARRANT LANE	THOMAS OR RUBY AHMANN	PARKING	9/1/2023	9/14/2023		1	NO
301	6	150390200600	11122 N ORIOLE LANE	NICOLAS ERDMANN	SHED PERMIT	9/1/2023	9/14/2023		1	NO
302	4	140591305006	9809 N CEDARBURG ROAD	BONNIEWELL 9807 LLC	GRASS	9/6/2023	9/20/2023		1	NO
303	6	CONDO ASSN	IVY COURT GREENBRIER CONDO ASSN	HUNT MANAGEMENT	COMMUNITY SPIRIT LETTER	10/5/2023	OPEN		1	YES
304	2	140230400100	11761 N RIVER ROAD	SANDRA MORGAN	LIGHTING	10/25/2023	11/1/2023		#5 CITATION 1,2,3	NO
305	3	140500108001	6514 W MEQUON ROAD	ERIKA JANIK	LIGHTING	10/25/2023	11/1/2023		1	NO

A	B	C	D	E	F	G	I	J	K
307	15085000002	3100 W COUNTRY CLUB DRIVE	NORTH SHORE COUNTRY CLUB	COMMUNITY SPIRIT LETTER	10/25/2024	OPEN		1	NO
308	15030101500	11147 N PORT WASHINGTON ROAD	BP GAS STATION	COMMUNITY SPIRIT LETTER	11/2/2023	OPEN		1	NO
309	150201101200	11210 N PORT WASHINGTON ROAD	MOBI GAS STATION	COMMUNITY SPIRIT LETTER	11/2/2023	OPEN		1	NO
310	150310101100	10855 N PORT WASHINGTON ROAD	CLARK GAS STATION	COMMUNITY SPIRIT LETTER	11/2/2023	OPEN		EXTENSION	NO
311	RENTAL	6000 W MEQUON ROAD	RUBY TAP	LETTER WINE TASTING	11/15/2023	OPEN		1	NO
312	140021200100	5320 W BONNIEWELL ROAD	PETER OR KRISTA BEAUDOIN	LETTER WINE TASTING	11/15/2023	OPEN		1	NO
313	140881618000	11344 N GLENWOOD DRIVE	DEXTER OR CYNTHIA JONES	OUTDOOR LIGHTING	11/16/2023	11/26/2023		#5 CITATION 1,2,3	YES
314	RENTAL	1400 W MEQUON ROAD	GF SMOOTHIES ALAN MC FADYEN	BANNER	5/1/2023	11/29/2023		1	NO
315	150191600300	1550 W MEQUON ROAD	FIFTH MAIN	OUTSIDE MAINTENANCE	11/29/2023	4/1/2024		1	NO
316	140740110000	5310 W HILLCREST DRIVE	EMMA LASKOWSKI	GRASS	11/29/2023	5/1/2024		1	NO
317	2	5310 W HILLCREST DRIVE	PATRICK O'HARE	OUTSIDE STORAGE	11/29/2023	12/10/2023		1	NO
318	140720201600	6751 W MEQUON ROAD	PATRICK O'HARE	FLAGS	12/1/2023	12/14/2023		1	NO
319	150300101500	11147 N PORT WASHINGTON ROAD	ST PAUL'S SENIOR LIVING	FLAG	12/1/2023	12/14/2023		#5 CITATION 1	YES
320	RENTAL	6200 W MEQUON ROAD	BP GAS STATION	FLAG	12/1/2023	12/14/2023		1	NO
321	150304020000	10911 N PORT WASHINGTON ROAD	ST PAUL'S FISH COMPANY	FLAG	12/1/2023	12/14/2023		1	NO
322	RENTAL	10930 N PORT WASHINGTON ROAD	ARBS	FLAG	12/1/2023	12/14/2023		1	NO
323	151530002000	1505 W MEQUON ROAD	JERSEY MIKE'S SUBS	FLAG/BANNER	12/1/2023	12/14/2023		1	NO
324	RENTAL	5900 W MEQUON ROAD	MIDLAND MANAGEMENT	FLAG/BANNER	12/1/2023	12/14/2023		#5 CITATION 1	YES
325	140201500300	11245 N FARMDALE ROAD	CAFE HOLLANDER	BANNER	12/1/2023	12/14/2023		1	NO
326	140170901500	12243 N FARMDALE ROAD	DENNIS OR MARIE MYLER	PARKING	12/1/2023	12/14/2023		1	NO
327	140207009300	11743 N FARMDALE ROAD	GREGORY OR SUSAN ERNST	PARKING	12/1/2023	12/14/2023		1	NO
328	150191200100	2110 W MEQUON ROAD	PAUL OR MARY BRISKI	PARKING	12/1/2023	12/14/2023		1	NO
329	140221000600	11512 N WAUWATOSA ROAD	DOUGLAS KOLLER	PARKING	12/1/2023	12/14/2023		1	NO
330	15090113000	11336 N ARBOR LANE	RICK OR PATRICIA FREYMUTH	PARKING	12/1/2023	12/14/2023		#5 CITATION 1	YES
331	150320600200	10852 N PORT WASHINGTON ROAD	JOSHUA BRUCKNER	PARKING	12/1/2023	12/14/2023		1	NO
332	150760105000	221 E MEQUON ROAD	GUZAM PROPERTIES LLC	OUTSIDE MAINTENANCE	12/11/2023	2/29/2024		#5 CITATION 1, 2, 3	YES
333	150760107000	11115 N LAKESHORE DRIVE	CHARLES MITCH	BUILDING PERMIT	12/11/2023	1/15/2024		1	NO
334	150202021400	428 W SEACROFT COURT	NICOLAS PASCHKE	BUILDING PERMIT	12/21/2023	1/10/2024		#5 CITATION 1	YES
335	150190500600	9742 W MEQUON ROAD	JOHN LINSOTT	POD	12/26/2023	1/31/2024		1	NO
336	140340107000	9712 W MEQUON PLAGE	JOE WALTER PROPERTIES LLC	LANDSCAPING TREE	1/5/2024	1/12/2024		1	NO
337	141030328000	9950 N CONCORD DRIVE	TODIA YANG	OUTSIDE STORAGE	1/5/2024	1/19/2024		1	NO
338	140730010000	11339 N PARKVIEW DRIVE	PAUL DONAZ	PARKING	1/11/2024	1/25/2024		1	NO
339	140740310000	5520 W PLEASANT DRIVE	PLANTINIUM POINT PROPERTIES LLC	OUTSIDE LIGHTING	1/11/2024	1/25/2024		1	NO
340	141460001000	14135 N TWIN OAKS LANE	PHILIP INUEK	OUTSIDE LIGHTING	1/11/2024	1/25/2024		1	NO
341	140940215000	3217 W FLEUR DE LIS DRIVE	END TROTMAN ANYANWU	BUILDING PERMIT	10/6/2023	10/23/2023		#5 CITATION 1	YES
342	140940215000	3217 W FLEUR DE LIS DRIVE	ADEER OR SIBA RAHMAN	STRUCTURE	1/31/2024	2/7/2024		1	NO
343	140250700700	10962 N RIVER ROAD	ADEER OR SIBA RAHMAN	PARKING	1/31/2024	2/7/2024		1	NO
344	RENTAL	1402 W MEQUON ROAD	JEFFERY OR JAMIE LEVESQUE	PARKING	2/13/2024	2/7/2024		1	NO
345	150191600300	1550 W MEQUON ROAD	KUMON MATH AND READING	BANNER	2/20/2024	2/27/2024		#5 CITATION 1	YES
346	151340025000	211 W TRILLIUM ROAD	FIFTH MAIN	BANNER	2/20/2024	2/27/2024		1	NO
347	140870805000	11750 N SILVER AVENUE	SCOTT OR SANDRA STERN	OUTSIDE STORAGE	2/21/2024	3/1/2024		1	NO
348	150170800500	12531 N LAKE SHORE DRIVE	LUISES LLC - JESSE HYCIE	OUTSIDE MAINTENANCE	2/21/2024	3/1/2024		EXTENSION	YES
349	140280600200	8813 W MEQUON ROAD	STEVEN BROWN	REFUSE CONTAINER	3/7/2024	3/12/2024		1	NO
350	140580401000	4618 W GRACE AVENUE	TOLLIOPE CLAUDINI OR VICTORIA HANNEMAN	OUTSIDE STORAGE	3/22/2024	4/9/2024		1	NO
351	151407112002	1027 W DOWGES BAY ROAD	GAIL SKIFF	BUILDING PERMITS	3/22/2024	4/5/2024		1	NO
352	140231600300	11307 N RIVER ROAD	MARY JOHNSON	OUTSIDE MAINTENANCE	4/2/2024	4/30/2024		EXTENSION	YES
353	140231600300	11307 N RIVER ROAD	JOHN OR KATHLEEN LEBBER NELSON	OUTSIDE STORAGE	4/18/2024	4/29/2024		EXTENSION	YES
354	140231600300	11307 N RIVER ROAD	JOHN OR KATHLEEN LEBBER NELSON	OUTSIDE MAINTENANCE	4/18/2024	5/18/2024		1	NO
355	140240701400	11611 N GRACE COURT	MARTHA MANKE	OUTSIDE MAINTENANCE	4/18/2024	5/18/2024		EXTENSION	YES
356	150290601000	10930 N PORT WASHINGTON ROAD	MARY JO JANSSEN OR STEVEN SHARSON	OUTSIDE MAINTENANCE	4/18/2024	5/18/2024		EXTENSION	YES
357	XXXXXXX	224 N 76TH STREET	BRIKMOOR CONDO ASSOCIATION	OUTSIDE MAINTENANCE	4/25/2024	6/3/2024		EXTENSION	YES
358	150310101100	10855 N PORT WASHINGTON ROAD	CLARK GAS STATION	OUTSIDE MAINTENANCE	5/3/2024	5/31/2024		EXTENSION	YES
359	150201101200	11210 N PORT WASHINGTON ROAD	MOBI GAS STATION	TEMPORARY STRUCTURE	5/3/2024	5/31/2024		1	NO
360	150300101500	11147 N PORT WASHINGTON ROAD	BP GAS STATION	TEMPORARY STRUCTURE	5/3/2024	5/31/2024		1	NO
361	RENTAL	5401 W DOWGES BAY ROAD	ALMO DISTRIBUTING	BOF	5/7/2024	5/21/2024		1	NO
362	150191500600	1714 W MEQUON ROAD	STATE FARM INSURANCE	MONUMENT SIGN	5/7/2024	5/31/2024		1	NO
363	XXXXXXX	10033 N PORT WASHINGTON ROAD	LAKESIDE DEVELOPMENT COMPANY	DEVELOPMENT SIGN	5/8/2024	5/17/2024		1	NO
364	140840201000	4725 W CHIPPEVA DRIVE	BRIAN OR JENNIFER KUSCH	YARD WASTE	5/8/2024	5/15/2024		EXTENSION	YES
365	140740304000	5417 W ELMHURST DRIVE	STARK REVOCABLE TRUST	PARKING	5/8/2024	5/22/2024		1	NO
366	150191601400	11223 N PORT WASHINGTON ROAD	ASSOCIATED BANK	COMMERCIAL LIGHTING	5/15/2024	5/22/2024		1	NO

A	B	C	D	E	F	G	I	J	K
387	140510104000	11201 N SOLAR AVENUE	CHRISTOPHER BESLER	PARKING	5/17/2024	5/24/2024		EXTENSION	YES
388	140580205000	4490 W GRACE AVENUE	HOMEME LLC	GRASS	5/17/2024	6/7/2024			YES
389	140580205000	4490 W GRACE AVENUE	HOMEME LLC	OUTSIDE STORAGE	5/17/2024	5/24/2024			YES
370	150740114000	10522 N CIRCLE ROAD	MDM 20 LLC	SHORT TERM RENTAL	5/22/2024	6/5/2024			YES
371	150870104000	19142 HOMESTEAD TRAIL	GRACEFUL LIVING	BUILDING PERMIT	5/9/2024	5/19/2024		#5 CITATION 1	YES
372	140510103000	7816 W MEQUON ROAD	JOHN MOORE	PARKING	5/23/2024	6/6/2024		EXTENSION	YES
373	140510103000	7816 W MEQUON ROAD	JOHN MOORE	OUTSIDE STORAGE	6/1/2024	7/1/2024		EXTENSION	YES
374	RENTAL	11215 N CEDARBURG ROAD	ELEMENT'S MASSAGE	WINDOW SIGNS/DISPLAY	6/1/2024	7/1/2024			YES
375	RENTAL	6048 W MEQUON ROAD	MITCHEL'S SPORTS CARS	WINDOW SIGNS/DISPLAY	6/1/2024	8/1/2024			YES
376	RENTAL	16111 N MULBERRY DRIVE	FORWARD DENTAL	AWNINGS	6/1/2024	6/14/2024		1	NO
377	140510103000	16111 N MULBERRY DRIVE	RICHARD OR LISA SADIQ	GRASS	6/7/2024	6/21/2024		1	NO
378	2	140510103000	RICHARD OR LISA SADIQ	PARKING	6/7/2024	6/21/2024		1	NO
379	140510103000	11115 N LAKESHORE DRIVE	NICHOLAS PASCHE	OUTSIDE STORAGE	6/11/2024	6/21/2024		1	NO
380	4	140670023000	KENWOOD OR KRISTIE DATTON	PARKING	6/21/2024	6/29/2024		1	NO
381	5	150860110000	HUBERN OR MALLORY JOHNSON	GRASS	6/21/2024	6/28/2024		1	NO
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Office of Finance-Personnel Committee

TO: Common Council
FROM: Marie Keyser, Assistant Finance Director
DATE: July 9, 2024
SUBJECT: Acceptance of the FY2023 Annual Comprehensive Financial Report and Report on Internal Control

Background

The City's financial records and procedures are audited annually by an independent firm as selected by the Common Council. Staff and the auditors produce an Annual Comprehensive Financial Report in concert with the audit firm's report on internal control.

Analysis

On Tuesday, July 9, a representative from the City's auditor, Baker Tilly US, LLP, will present the Annual Comprehensive Financial Report and related Report on Internal Control for the year ending December 31, 2023, at the Finance-Personnel Committee meeting. A copy of the Report on Internal Control is included in the Council's packet in advance of the meeting, and a copy of the FY2023 Annual Comprehensive Financial Report can be accessed via the City's website, on the Finance Department's web page at <https://tinyurl.com/ACFR2023>. Hard copies of the report will be available in the Finance Department upon request. This report is on the consent agenda for formal acceptance by the Common Council.

Fiscal Impact

Actual General Fund Revenues were 99% of the budgeted total for 2023, and General Fund Expenditures were 100% of the budgeted amount last year. With the budgeted use of \$200,000 of the American Rescue Plan (ARPA) grant, the City ended 2023 with a surplus of \$9,080 and an unassigned fund balance of approximately \$2.03 million. Both the Sewer and Water Utilities finished 2023 with surpluses as well.

Traditionally in Mequon, the year-end unassigned balance has been considered in proportion to the subsequent year's budgeted general fund expenditures. This is used to measure the adequacy of the City's operating reserves, with a stated target ratio of between 10-12%. The total year-end 2023 unassigned General fund balance of approximately \$2.03 million equates to 11.6% of the \$17.4 million in General Fund expenditures during 2023.

Recommendation

A recommendation is forthcoming from the Finance-Personnel Committee on July 9, 2024.

Attachments:

070924 Baker Tilly Report to council 2023 (PDF)

Mequon Audit Results Final 12-31-2023 (PDF)

Presentation to the Finance-Personnel Committee of the City of Mequon July 9, 2024

1. Objective of the audit was to express an opinion on your financial statements.
2. Reports issued
 - a. Opinion on financial statements
 - i. Unmodified opinion, fairly stated in accordance with applicable standards
 - b. Reporting and Insights Communication
 - i. Included all communications required under professional standards
 - ii. Includes comments and recommendations resulting from our audit
 - iii. Includes information applicable to future audits
3. Financial highlights (in thousands)
 - a. Governmental Funds

	General Fund	Debt Service	Capital Projects	Nonmajor Governmental Funds
Current year activity				
Revenues and other sources	\$ 17,496	\$ 5,595	\$ 2,582	\$ 1,789
Expenditures and other uses	17,487	4,258	7,281	636
Change in fund balances	<u>\$ 9</u>	<u>\$ 1,337</u>	<u>\$ (4,699)</u>	<u>\$ 1,153</u>
Fund Balance				
Nonspendable	\$ 249	\$ -	\$ -	\$ -
Restricted	-	4,184	1,754	912
Committed	-	-	-	1,120
Assigned	-	-	1,324	96
Unassigned	2,029	-	-	-
Total	<u>\$ 2,278</u>	<u>\$ 4,184</u>	<u>\$ 3,078</u>	<u>\$ 2,128</u>

b. Enterprise Funds

	Sewer Utility	Water Utility
Current year activity		
Revenues	\$ 13,711	\$ 4,932
Expenses	9,187	3,045
Change in net position	<u>\$ 4,524</u>	<u>\$ 1,887</u>
Cash flow		
Operating activities	\$ (3,533)	\$ 1,749
Investing activities	497	325
Noncapital financing activities	7,217	-
Capital and related financing activities	(3,156)	(2,021)
Net change in cash	<u>\$ 1,025</u>	<u>\$ 53</u>

c. Long-term debt

Type of debt	Governmental Activities	Business-type Activities	Total
General obligation bonds and notes	\$ 23,135	\$ 11,690	\$ 34,825
Revenue bonds	-	6,560	6,560
Unamortized debt premium	759	940	1,699
Capital leases	191	-	191
Total other postemployment liability	737	104	841
Total pension liability - single employer plan	276	39	315
Net pension liability - WRS	3,714	156	3,870
Net OPEB liability - LRLIF	539	53	592
Compensated absences	1,169	73	1,242
	<u>\$ 30,520</u>	<u>\$ 19,615</u>	<u>\$ 50,135</u>
Statutory debt limit (5% of equalized value)	\$ 328,091		
Capacity for additional general obligation debt	\$ 293,266		
Percentage of capacity to debt limit	89%		

4. Questions – wendi.unger@bakertilly.com or 414.777.5423?



Reporting and insights from 2023 audit:

City of Mequon

December 31, 2023

Executive summary

June 5, 2024

To the Common Council
City of Mequon

We have completed our audit of the financial statements of the City of Mequon (the City) for the year ended December 31, 2023, and have issued our report thereon dated June 5, 2024. This letter presents communications required by our professional standards.

Your audit should provide you with confidence in your financial statements. The audit was performed based on information obtained from meetings with management, data from your systems, knowledge of your City's operating environment and our risk assessment procedures. We strive to provide you clear, concise communication throughout the audit process and of the final results of our audit.

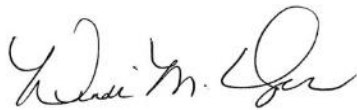
Additionally, we have included information on key risk areas the City of Mequon should be aware of in your strategic planning. We are available to discuss these risks as they relate to your organization's financial stability and future planning.

If you have questions at any point, please connect with us:

- Wendi Unger, Partner: wendi.unger@bakertilly.com or +1 (414) 777 5423

Sincerely,

Baker Tilly US, LLP



Wendi M. Unger, CPA, Partner

THIS COMMUNICATION IS INTENDED SOLELY FOR THE INFORMATION AND USE OF THOSE CHARGED WITH GOVERNANCE, AND, IF APPROPRIATE, MANAGEMENT, AND IS NOT INTENDED TO BE AND SHOULD NOT BE USED BY ANYONE OTHER THAN THESE SPECIFIED PARTIES.¶

BAKER-TILLY ADVISORY GROUP, LP AND BAKER-TILLY US, LLP, TRADING AS BAKER-TILLY, ARE MEMBERS OF THE GLOBAL NETWORK OF BAKER-TILLY INTERNATIONAL LTD., THE MEMBERS OF WHICH ARE SEPARATE AND INDEPENDENT LEGAL ENTITIES. BAKER-TILLY US, LLP IS A LICENSED CPA FIRM THAT PROVIDES ASSURANCE SERVICES TO ITS CLIENTS. BAKER-TILLY ADVISORY GROUP, LP AND ITS SUBSIDIARY ENTITIES PROVIDE TAX AND CONSULTING SERVICES TO THEIR CLIENTS AND ARE NOT LICENSED CPA FIRMS.¶

Responsibilities

Our responsibilities

As your independent auditor, our responsibilities include:

- Planning and performing the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. Reasonable assurance is a high level of assurance.
- Assessing the risks of material misstatement of the financial statements, whether due to fraud or error. Included in that assessment is a consideration of the City's internal control over financial reporting.
- Performing appropriate procedures based upon our risk assessment.
- Evaluating the appropriateness of the accounting policies used and the reasonableness of significant accounting estimates made by management.
- Forming and expressing an opinion based on our audit about whether the financial statements prepared by management, with the oversight of the Common Council:
 - Are free from material misstatement
 - Present fairly, in all material respects and in accordance with accounting principles generally accepted in the United States of America
- Our audit does not relieve management or the Common Council of their responsibilities.

We are also required to communicate significant matters related to our audit that are relevant to the responsibilities of the Common Council, including:

- Internal control matters
- Qualitative aspects of the City's accounting practice including policies, accounting estimates and financial statement disclosures
- Significant unusual transactions
- Significant difficulties encountered
- Disagreements with management
- Circumstances that affect the form and content of the auditors' report
- Audit consultations outside the engagement team
- Corrected and uncorrected misstatements
- Other audit findings or issues

Audit status

Significant changes to the audit plan

There were no significant changes made to either our planned audit strategy or to the significant risks and other areas of emphasis identified during the performance of our risk assessment procedures.

Audit approach and results

Planned scope and timing

Audit focus

Based on our understanding of the City and environment in which you operate, we focused our audit on the following key areas:

- Key transaction cycles
- Areas with significant estimates

Our areas of audit focus were informed by, among other things, our assessment of materiality. Materiality in the context of our audit was determined based on specific qualitative and quantitative factors combined with our expectations about the City's current year results.

Key areas of focus and significant findings

Significant risks of material misstatement

A significant risk is an identified and assessed risk of material misstatement that, in the auditor's professional judgment, requires special audit consideration. Within our audit, we focused on the following areas below.

Significant risk areas	Testing approach	Conclusion
Management override of controls	Incorporate unpredictability into audit procedures, emphasize professional skepticism and utilize audit team with industry expertise	Procedures identified provided sufficient evidence for our audit opinion
Improper revenue recognition due to fraud	Confirmation or validation of certain revenues supplemented with detailed predictive analytics based on non-financial data and substantive testing of related receivables	Procedures identified provided sufficient evidence for our audit opinion

Other areas of emphasis

We also focused on other areas that did not meet the definition of a significant risk, but were determined to require specific awareness and a unique audit response.

Other areas of emphasis		
Cash and investments	Revenues and receivables	General disbursements
Payroll	Pension and OPEB liabilities	Long-term debt
Capital assets including infrastructure	Net position and fund balance calculations	Financial reporting and required disclosures

Internal control matters

We considered the City's internal control over financial reporting as a basis for designing our audit procedures for the purpose of expressing an opinion on the financial statements. We are not expressing an opinion on the effectiveness of the City's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis.

A material weakness is a deficiency or combination of deficiencies in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. We did not identify any deficiencies in internal control that we consider to be material weaknesses.

Other comments and recommendations

- **Departmental Controls**

As part of our annual audit process, we focus our efforts on the primary accounting systems, internal controls and procedures used by the City. This is in keeping with our goal to provide an audit opinion which states that the financial statements of the City are correct in all material respects.

In some cases, the primary system of accounting procedures and controls of the City are supported by smaller systems which are decentralized and reside within a department or location. In many cases, those systems are as simple as handling cash collections and remitting those collections to the Finance Department.

Generally, the more centralized a function is, the easier it is to design and implement accounting controls that provide some level of checks and balances. That is because you are able to divide certain tasks over the people available to achieve some segregation of duties. For those tasks that are decentralized, it is usually very difficult to provide for proper segregation of duties. Therefore, with one person being involved in most or all aspects of a transaction, you lose the ability to rely on the controls to achieve the safeguarding of assets and reliability of financial records.

As auditors, we are required to communicate with you on a variety of topics. Since there is now more emphasis on internal controls and management's responsibilities, we believe it is appropriate to make sure that you are informed about the lack of segregation of duties that may occur at departments or locations that handle cash. Functions in your City that fit this situation may include the following:

- Swimming Pool
- Recreation
- Engineering
- Police
- Building Inspector
- Municipal court

As you might expect, similar situations are common in most governments.

As auditors, we are required to focus on the financial statements at a highly summarized level and our audit procedures support our opinion on those financial statements. Departments or locations that handle relatively smaller amounts of money are not the primary focus of our audit. Yet, because of the lack of segregation of duties, the opportunity for loss is higher there than in centralized functions that have more controls.

Because management is responsible for designing and implementing controls and procedures to detect and prevent fraud, we believe that is important for us to communicate this information to you. We have no knowledge of any fraud that has occurred or is suspected to have occurred within the departments mentioned above. However, your role as the governing body is to assess your risk areas and determine that the appropriate level of controls and procedures are in place. As always, the costs of controls and staffing must be weighed against the perceived benefits of safeguarding your assets.

Without adding staff or splitting up the duties, your own day-to-day contact and knowledge of the operation are also important mitigating factors.

Required communications

Qualitative aspect of accounting practices

- Accounting policies: Management is responsible for the selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we have advised management about the appropriateness of accounting policies and their application. The significant accounting policies used by City are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing accounting policies was not changed during 2023. We noted no transactions entered into by the City during the year for which accounting policies are controversial or for which there is a lack of authoritative guidance or consensus or diversity in practice.
- Accounting estimates: Accounting estimates, including fair value estimates, are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements, the degree of subjectivity involved in their development and because of the possibility that future events affecting them may differ significantly from those expected. The following estimates are of most significance to the financial statements:

Estimate	Management's process to determine	Baker Tilly's conclusions regarding reasonableness
Accrued compensated absences	Evaluation of hours earned and accumulated in accordance with employment policies and average wage per hour rates	Reasonable in relation to the financial statements as a whole
Net/Total pension liability and related deferrals	Evaluation of information provided by the Wisconsin Retirement System	Reasonable in relation to the financial statements as a whole
Net/Total OPEB liability and related deferrals	Key assumptions set by management with the assistance of a third-party actuary	Reasonable in relation to the financial statements as a whole
Depreciation	Evaluate estimated useful life of the asset and original acquisition value	Reasonable in relation to the financial statements as a whole
Lease receivable and related deferral	Evaluation of leases by management and incremental borrowing rate used for present value calculation	Reasonable in relation to the financial statements as a whole

There have been no significant changes made by management to either the processes used to develop the particularly sensitive accounting estimates, or to the significant assumptions used to develop the estimates, noted above.

- Financial statement disclosures: The disclosures in the financial statements are neutral, consistent and clear.

Significant unusual transactions

There have been no significant transactions that are outside the normal course of business for the City or that otherwise appear to be unusual due to their timing, size or nature.

Significant difficulties encountered during the audit

We encountered no significant difficulties in dealing with management and completing our audit.

Disagreements with management

Professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

Audit report

There have been no departures from the auditors' standard report.

Audit consultations outside the engagement team

We encountered no difficult or contentious matters for which we consulted outside of the engagement team.

Uncorrected misstatements and corrected misstatements

Professional standards require us to accumulate misstatements identified during the audit, other than those that are clearly trivial and to communicate accumulated misstatements to management. Management is in agreement with the misstatements we have identified, and they have been corrected in the financial statements. In our judgment, none of the misstatements that management has corrected, either individually or in the aggregate, indicate matters that could have had a significant effect on the City's financial reporting process.

Other audit findings or issues

We encountered no other audit findings or issues that require communication at this time.

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other information in documents containing audited basic financial statements

The City's audited financial statements will be included in the annual comprehensive financial report. Our responsibility for this information does not extend beyond the financial information identified in the audit report, and we are not required to perform any procedures to corroborate such other information. We have read the annual comprehensive financial report to determine whether a material inconsistency exists between the other information and the financial statements. Nothing came to our attention that caused us to believe that such information, or its manner of presentation, was materially inconsistent with the information, or manner of its presentation, in the financial statements.

The City's audited financial statements are "general purpose" financial statements. General purpose financial statements consist of the basic financial statements that can be used by a broad group of people for a broad range of activities. Once we have issued our audit report, we have no further obligation to update our report for events occurring subsequent to the date of our report. The City can use the audited financial statements in other client prepared documents, such as official statements related to the issuance of debt, without our acknowledgement. Unless we have been engaged to perform services in connection with any subsequent transaction requiring the inclusion of our audit report, as well as to issue an auditor's acknowledgment letter, we have neither read the document nor performed subsequent event procedures in order to determine whether or not our report remains appropriate.

Management's consultations with other accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing or accounting matters.

Written communications between management and Baker Tilly

The attachments include copies of other material written communications, including a copy of the management representation letter.

Compliance with laws and regulations

We did not identify any non-compliance with laws and regulations during our audit.

Fraud

We did not identify any known or suspected fraud during our audit.

Going concern

Pursuant to professional standards, we are required to communicate to you, when applicable, certain matters relating to our evaluation of the City's ability to continue as a going concern for a reasonable period of time but no less than 12 months from the date of the financial statements, including the effects on the financial statements and the adequacy of the related disclosures, and the effects on the auditor's report. No such matters or conditions have come to our attention during our engagement.

Independence

We are not aware of any relationships between Baker Tilly and the City that, in our professional judgment, may reasonably be thought to bear on our independence.

Related parties

We did not have any significant findings or issues arise during the audit in connection with the City's related parties.

Other matters

We applied certain limited procedures to the required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the supplementary information which accompanies the financial statements but is not RSI. With respect to the supplementary information, we made certain inquiries of management and evaluated the form, content and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the other information, which accompanies the financial statements but are not RSI. We did not audit or perform other procedures on this other information and we do not express an opinion or provide any assurance on it.

Nonattest services

The following nonattest services were provided by Baker Tilly:

- Financial statement preparation
- Adjusting journal entries
- Compiled regulatory reports

In addition, we prepared GASB No. 34 conversion entries which are summarized in the *Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position* and the *Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities* in the financial statements.

None of these nonattest services constitute an audit under generally accepted auditing standards, including *Government Auditing Standards*.

Finance-personnel committee resources

Visit our resource page for regulatory updates, trending challenges and opportunities in your industry and other timely updates.

Visit the resource page at <https://www.bakertilly.com/insights/audit-committee-resource-page>.

Management representation letter



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Finance Department

June 5, 2024

Baker Tilly US, LLP
 790 N Water Street
 Suite 2000
 Milwaukee, WI 53202

Dear Baker Tilly US, LLP:

We are providing this letter in connection with your audit of the financial statements of the City of Mequon as of December 31, 2023 and for the year then ended for the purpose of expressing opinions as to whether the financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Mequon and the respective changes in financial position and cash flows, where applicable, in conformity with accounting principles generally accepted in the United States of America (GAAP). We confirm that we are responsible for the fair presentation of the previously mentioned financial statements in conformity with accounting principles generally accepted in the United States of America. We are also responsible for adopting sound accounting policies, establishing and maintaining internal control over financial reporting, and preventing and detecting fraud.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in the light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, the following representations made to you during your audit.

Financial Statements

- 1) We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated September 14, 2023, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP.
- 2) The financial statements referred to above are fairly presented in conformity with accounting principles generally accepted in the United States of America. We have engaged you to advise us in fulfilling that responsibility. The financial statements include all properly classified funds of the primary government required by accounting principles generally accepted in the United States of America to be included in the financial reporting entity.
- 3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

- 4) We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- 5) Significant assumptions we used in making accounting estimates, including those measured at fair value, if any, are reasonable in accordance with U.S. GAAP.
- 6) All events subsequent to the date of the financial statements and for which accounting principles generally accepted in the United States of America require adjustment or disclosure have been adjusted or disclosed. No other events, including instances of noncompliance, have occurred subsequent to the financial statement date and through the date of this letter that would require adjustment to or disclosure in the aforementioned financial statements.
- 7) All material transactions have been recorded in the accounting records and are reflected in the financial statements.
- 8) All known audit and bookkeeping adjustments have been included in our financial statements, and we are in agreement with those adjustments.
- 9) There are no known or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements. There are no unasserted claims or assessments that our lawyer has advised us are probable of assertion and must be disclosed in accordance with accounting principles generally accepted in the United States of America.
- 10) Guarantees, whether written or oral, under which the City is contingently liable, if any, have been properly recorded or disclosed.

Information Provided

- 11) We have provided you with:
 - a) Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as financial records and related data, documentation, and other matters.
 - b) Additional information that you have requested from us for the purpose of the audit.
 - c) Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
 - d) Minutes of the meetings of City Common Council or summaries of actions of recent meetings for which minutes have not yet been prepared.
- 12) We have not completed an assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- 13) We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
 - a) Management,
 - b) Employees who have significant roles in internal control, or
 - c) Others where the fraud could have a material effect on the financial statements.

- 14) We have no knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, regulators, or others.
- 15) We have no knowledge of known instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse, whose effects should be considered when preparing financial statements.
- 16) There are no related parties or related party relationships and transactions, including side agreements, of which we are aware.

Other

- 17) There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
- 18) The City has no plans or intentions that may materially affect the carrying value or classification of assets, deferred outflows of resources, liabilities, deferred inflows of resources or fund balance or net position.
- 19) We are responsible for compliance with federal, state, and local laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits, debt contracts, and IRS arbitrage regulations; and we have identified and disclosed to you all federal, state, and local laws, regulations and provisions of contracts and grant agreements that we believe have a direct and material effect on the determination of financial statement amounts or other financial data significant to the audit objectives, including legal and contractual provisions for reporting specific activities in separate funds.
- 20) There are no:
 - a) Violations or possible violations of budget ordinances, federal, state, and local laws or regulations (including those pertaining to adopting, approving and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency, or for reporting on noncompliance, except those already disclosed in the financial statement, if any.
 - b) Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by accounting principles generally accepted in the United States of America.
 - c) Nonspendable, restricted, committed, or assigned fund balances that were not properly authorized and approved.
 - d) Rates being charged to customers other than the rates as authorized by the applicable authoritative body.
 - e) Violations of restrictions placed on revenues as a result of bond resolution covenants such as revenue distribution or debt service funding.

- 21) In regards to the nonattest services performed by you listed below, we acknowledge our responsibility related to these nonattest services and have 1) accepted all management responsibility; 2) designated an individual with suitable skill, knowledge, or experience to oversee the services; 3) evaluated the adequacy and results of the services performed, and 4) accepted responsibility for the results of the services.
- a) Financial statement preparation, including GASB No. 34 conversion entries
 - b) Adjusting journal entries
 - c) Compiled regulatory reports
- None of these nonattest services constitute an audit under generally accepted auditing standards, including *Government Auditing Standards*.
- 22) The City of Mequon has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
- 23) The City of Mequon has complied with all aspects of contractual agreements that would have a material effect on the financial statement in the event of noncompliance.
- 24) The financial statements include all component units as well as joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations, if any. Component units have been properly presented as either blended or discrete.
- 25) The financial statements properly classify all funds and activities.
- 26) All funds that meet the quantitative criteria in GASB Statement No. 34 and No. 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
- 27) Components of net position (net investment in capital assets; restricted; and unrestricted) and components of fund balance (nonspendable, restricted, committed, assigned and unassigned) are properly classified and, if applicable, approved.
- 28) The City of Mequon has no derivative financial instruments such as contracts that could be assigned to someone else or net settled, interest rate swaps, collars or caps.
- 29) Provisions for uncollectible receivables, if any, have been properly identified and recorded.
- 30) Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
- 31) Revenues are appropriately classified in the statement of activities within program revenues and general revenues.
- 32) Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
- 33) Deposits and investments are properly classified, valued, and disclosed (including risk disclosures, collateralization agreements, valuation methods, and key inputs, as applicable).

- 34) Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated/amortized. Any known impairments have been recorded and disclosed.
- 35) Tax-exempt bonds issued have retained their tax-exempt status.
- 36) We have appropriately disclosed the City of Mequon's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position are available and have determined that net position were properly recognized under the policy. We have also disclosed our policy regarding which resources (that is, restricted, committed, assigned or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available.
- 37) We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.
- 38) With respect to the supplementary information, (SI):
- a) We acknowledge our responsibility for presenting the SI in accordance with accounting principles generally accepted in the United States of America, and we believe the SI, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America. The methods of measurement and presentation of the SI have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.
 - b) If the SI is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date we issue the supplementary information and the auditor's report thereon.
- 39) We assume responsibility for, and agree with, the findings of specialists in evaluating the other postemployment and pension benefits and have adequately considered the qualifications of the specialists in determining the amounts and disclosures used in the financial statements and underlying accounting records. We did not give or cause any instructions to be given to specialists with respect to the values or amounts derived in an attempt to bias their work, and we are not otherwise aware of any matters that have had impact on the independence or objectivity of the specialists.
- 40) We assume responsibility for, and agree with, the information provided by the Wisconsin Retirement System as audited by the Legislative Audit Bureau relating to the net pension asset/liability and related deferred outflows and deferred inflows and have adequately considered the reasonableness of the amounts and disclosures used in the financial statements and underlying accounting records. We also assume responsibility for the census data that has been reported to the plan.
- 41) We have implemented GASB Statement No. 87, *Leases*, and believe that all required disclosures and accounting considerations have been identified and properly classified in the financial statements in compliance with the Standard.

- 42) We are responsible for the estimation methods and assumptions used in measuring assets and liabilities reported or disclosed at fair value, including information obtained from brokers, pricing services or third parties. Our valuation methodologies have been consistently applied from period to period. The fair value measurements reported or disclosed represent our best estimate of fair value as the measurement date in accordance with the requirements of GASB 72 – *Fair Value Measurement*. In addition our disclosures related to fair value measurements are consistent with the objectives outlined in GASB 72. We have evaluated the fair value information provided to us by brokers, pricing services or other parties that has been used in the financial statements and believe this information to be reliable and consistent with the requirements.
- 43) The auditing standards define an annual report as “a document, or combination of documents, typically prepared on an annual basis by management or those charged with governance in accordance with law, regulation, or custom, the purpose of which is to provide owners (or similar stakeholders) with information on the entity’s operations and the financial results and financial position as set out in the financial statements.” Among other items, an annual report contains, accompanies, or incorporates by reference the financial statements and the auditors’ report thereon. Our annual report is comprised of annual comprehensive financial report. We have provided you with the final version of the annual report. There are no material inconsistencies between the financial statements and any other information contained within the annual report.
- 44) We have considered the implementation of GASB Statement No. 96, Subscription-Based Information Technology Arrangements. We compiled related documentation of outstanding lease obligations and have concluded that the standard is not material to the Course and therefore implementation is not necessary.
- 45) We assume responsibility for, and agree with the information provided by the Department of Employee Trust Funds for the Local Retiree Life Insurance program as audited by the Legislative Audit Bureau relating to the net OPEB liability and related deferred outflows and deferred inflows and have adequately considered the reasonableness of the amounts and disclosures used in the financial statements and underlying accounting records. We also assume responsibility for the census data that has been reported to the plan.

Sincerely,

City of Mequon

Signed: Marie A. Keyser
Ms. Marie Keyser, Acting Finance Director

Signed: [Signature]
Mr. William Jones, City Administrator

Client service team



Wendi Unger, CPA

Partner

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Accounting changes relevant to the City of Mequon

Future accounting standards update

GASB Statement Number	Description	Potentially impacts you	Effective date
100	Accounting Changes and Error Corrections	✓	12/31/24
101	Compensated Absences	✓	12/31/24
102	Certain Risk Disclosures	✓	12/31/25

Further information on upcoming [GASB pronouncements](#).

Revised guidance for accounting changes and error corrections

GASB Statement No. 100, *Accounting Changes and Error Corrections*, an amendment of GASB Statement No. 62, seeks to provide more understandable, reliable, relevant, consistent and comparable information for making decisions and assessing accountability.

The standard establishes the following categories:

1. Accounting changes, which is comprised of:
 - a. Changes in accounting principles – result from a change from one generally accepted accounting principle to another that is justified on the basis that the newly adopted principle is preferable to the previously applied principle, or the implementation of a new pronouncement.
 - b. Changes in accounting estimates – occur when inputs change due to a change in circumstances, new information, or more experience. Note that the focus is on changes to the inputs used; a change in the value of an input such as an annual inflation update does not require disclosure under this standard.
 - c. Changes to or within the financial reporting entity – result from the addition or removal of a fund that results from the movement of continuing operations (such as moving sanitation operation from the general fund to its own separate fund), a change in a fund's presentation as major or nonmajor, the addition or removal of a component unit (with certain exceptions), or a change in a component unit's presentation as blended or discretely presented.
2. Error corrections – result from mathematical mistakes, mistakes in the application of accounting principles, or oversight or misuse of facts that existed at the time of the financial statements were issued (i.e., facts that could reasonably be expected to have been obtained and considered at that time).

A summary of the reporting impact of each category is as follows:

Reporting considerations	Accounting changes			
	Change in accounting principle	Change in estimate	Change to the financial reporting entity	Correction of an error
Basic financial statement schedules:	Restate earliest period presented	Report prospectively	Adjust current year beginning balances	Restate earliest period presented
Required supplementary information & supplementary information:	Should match the financial statement presentation noted above; no adjustments to earlier periods needed			Restate all periods impacted
Additional disclosures?	Yes	Yes	Yes	Yes

The City should become familiar with the new guidance in advance of the implementation effective date.

Updated accounting and reporting for compensated absences

The Governmental Accounting Standards Board (GASB) issued its Statement No. 101, *Compensated Absences*, in June 2022. The objective of GASB 101 is to update the recognition and measurement guidance for compensated absences for state & local government employers. It supersedes GASB No. 16, *Accounting for Compensated Absences*, issued in 1992, as well as earlier guidance, and addresses changes resulting from the types of leave now being offered. GASB 101 is effective for fiscal years beginning after December 15, 2023 (i.e., December 31, 2024 year-end reporting entities).

GASB 101 more appropriately reflects a liability *when* a government incurs an obligation for compensated absences, and will improve comparability of reporting between governments that offer different types of leave. It requires that liabilities be recognized for (1) leave that has not been used and (2) leave that has been used but not yet paid in cash or settled-up via non-cash means. Compensated absences is defined as leave for which employees may receive one or more of the following:

- Cash payments when the leave is used for time off;
- Other cash payments, such as payment for unused leave upon termination of employment, or;
- Noncash settlements, such as conversion to defined benefit postemployment benefits.

Examples of compensated absences provided in GASB 101 include vacation, sick leave, paid time off (PTO), holidays, parental leave, bereavement leave and certain types of sabbatical leave. Payment or settlement of compensated absences could occur during employment, or upon termination of employment. GASB 101 does not apply to benefits that are within the scope of GASB 47, *Accounting for Termination Benefits*.

GASB 101 requires that a liability should be recognized for leave that has not been used if all of the following are true:

- The leave is attributable to services already rendered;
- The leave accumulates, and;
- The leave is "more likely than not" (i.e., likelihood of more than 50%) to be used for time off or otherwise paid in cash or settled through noncash means (101 provides factors to assess this criteria). (This differs from GASB 16, which required payment to be "probable" to be recognized).

Under GASB 101, governments will now need to accrue for time that has accumulated and is likely to be used, even if the employee is not eligible for a payout upon termination. This was not a requirement under GASB 16, and thus may result in a higher compensated absence liability.

GASB 101 requires liabilities for compensated absences to be recognized in financial statements prepared using the economic resources measurement focus equal to the amount of leave that has not yet been used and leave that has been used but not yet paid or settled. GASB 101 did not change the report for financial statements prepared using the current financial resources measurement focus (i.e., governmental funds).

Other changes in financial statement disclosures include the change in compensated absences liability can now be disclosed as a net change, rather than gross increases/decreases in the liability. Also, governments are no longer required to disclose which fund has typically liquidated the liability.

We recommend that governments begin to review the guidance contained in GASB 101 within the context of your existing compensated absences policies and accounting practices, in order to be better informed in terms of the information that you will need for this implementation.

Updated reporting for certain risk disclosures

The Governmental Accounting Standards Board (GASB) issued its Statement No. 102, *Certain Risk Disclosures*, in June 2022. The objective of GASB 102 is to provide financial statement users with information about certain risks when circumstances make a government vulnerable to a heightened possibility of loss or harm. It requires governments to disclose essential information about risks related to vulnerabilities due to certain concentrations or constraints.

The Statement generally requires a government to disclose information about a concentration or constraint if all of the following criteria are met.

- The concentration or constraint is known to the government prior to issuing the financial statements.
- The concentration or constraint makes the government vulnerable to the risk of a substantial impact.
- An event or events associated with the concentration or constraint that could cause a substantial impact have occurred, have begun to occur, or are more likely than not to begin to occur within 12 months of the date the financial statements are issued.

The disclosures should include a description of the following:

- The concentration or constraint,
- Each event associated with the concentration or constraint that could cause a substantial impact if the event has occurred or has begun to occur prior to the issuance of the financial statements, and
- Actions taken by the government to mitigate the risk prior to the issuance of the financial statements.

Two-way audit communications

As part of our audit of your financial statements, we are providing communications to you throughout the audit process. Auditing requirements provide for two-way communication and are important in assisting the auditor and you with more information relevant to the audit.

As this past audit is concluded, we use what we have learned to begin the planning process for next year's audit. It is important that you understand the following points about the scope and timing of our next audit:

- a. We address the significant risks of material misstatement, whether due to fraud or error, through our detailed audit procedures.
- b. We will obtain an understanding of the five components of internal control sufficient to assess the risk of material misstatement of the financial statements whether due to error or fraud, and to design the nature, timing and extent of further audit procedures. We will obtain a sufficient understanding by performing risk assessment procedures to evaluate the design of controls relevant to an audit of financial statements and to determine whether they have been implemented. We will use such knowledge to:
 - Identify types of potential misstatements.
 - Consider factors that affect the risks of material misstatement.
 - Design tests of controls, when applicable, and substantive procedures.
- c. We will not express an opinion on the effectiveness of internal control over financial reporting or compliance with laws, regulations and provisions of contracts or grant programs.
- d. The concept of materiality recognizes that some matters, either individually or in the aggregate, are important for fair presentation of financial statements in conformity with generally accepted accounting principles while other matters are not important. In performing the audit, we are concerned with matters that, either individually or in the aggregate, could be material to the financial statements. Our responsibility is to plan and perform the audit to obtain reasonable assurance that material misstatements, whether caused by errors or fraud, are detected.

Our audit will be performed in accordance with auditing standards generally accepted in the United States of America.

We are very interested in your views regarding certain matters. Those matters are listed here:

- a. We typically will communicate with your top level of management unless you tell us otherwise.
- b. We understand that the governing board has the responsibility to oversee the strategic direction of your organization, as well as the overall accountability of the entity. Management has the responsibility for achieving the objectives of the entity.
- c. We need to know your views about your organization's objectives and strategies, and the related business risks that may result in material misstatements.
- d. We anticipate that the City will receive an unmodified opinion on its financial statements.
- e. Which matters do you consider warrant particular attention during the audit, and are there any areas where you request additional procedures to be undertaken?
- f. Have you had any significant communications with regulators or grantor agencies?
- g. Are there other matters that you believe are relevant to the audit of the financial statements?

Also, is there anything that we need to know about the attitudes, awareness and actions of the governing body concerning:

- a. The entity's internal control and its importance in the entity, including how the Common Council oversee the effectiveness of internal control?
- b. The detection or the possibility of fraud?

We also need to know if you have taken actions in response to developments in financial reporting, laws, accounting standards, governance practices, or other related matters, or in response to previous communications with us.

With regard to the timing of our audit, here is some general information. If necessary, we may do preliminary financial audit work during the months of October-December, and sometimes early in January. Our final financial fieldwork is scheduled during the spring to best coincide with your readiness and report deadlines. After fieldwork, we wrap up our financial audit procedures at our office and may issue drafts of our report for your review. Final copies of our report and other communications are issued after approval by your staff. This is typically 6-12 weeks after final fieldwork, but may vary depending on a number of factors.

Keep in mind that while this communication may assist us with planning the scope and timing of the audit, it does not change the auditor's sole responsibility to determine the overall audit strategy and the audit plan, including the nature, timing and extent of procedures necessary to obtain sufficient appropriate audit evidence.

We realize that you may have questions on what this all means, or wish to provide other feedback. We welcome the opportunity to hear from you.



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: July 9, 2024
SUBJECT: RESOLUTION 4132 A Resolution Approving a Development Agreement for Burr Oak Reserve, an 11-Lot Subdivision Upon the 12.03-Acre Property Located on Donges Bay Road, Approximately 700 Feet West of Wauwatosa Road

Background

The applicant, Orchards of Mukwonago, LLC (Point Real Estate), is seeking development agreement approval for a 17-lot subdivision located on 12.03 acres of land on Donges Bay Road approximately 700 feet west of Wauwatosa Road. The plat results in a density of one (1) unit per 1.41 acres and utilizes five available Transfer Development Right (TDR) credits. A concept plan for the subdivision was approved by the Planning Commission on May 23, 2022. Preliminary Plat approval was recommended by the Planning Commission on June 24, 2024.

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 two (2) 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.

Fiscal Impact

The development agreement requires additional sewer and water utility infrastructure to align with sewer and water master plans. Funds from the sewer and water utilities will be contributed in accordance with Section 58-640 within the Mequon Code of Ordinances and the Mequon Water Connection Policy, respectively.

The subdivision is proposed to be served by public water and sewer and a public street which will be built by the Developer and contributed to Mequon's public utilities and the City. Long-term, tax and utility revenue will increase from that received by the existing parcel. Conversely, contributed capital infrastructure assets will increase utility and City maintenance costs.

Recommendation

On June 24, 2024, the Planning Commission adopted a recommendation in favor of approving the proposed development agreement by a vote of 8-0.

Attachments:

Burr Oak Reserve Development Agreement - Clean (PDF)

Burr Oak Estates Preliminary Plat (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4132

A Resolution Approving a Development Agreement for Burr Oak Reserve, an 11-Lot
Subdivision Upon the 12.03-Acre Property Located on Donges Bay Road, Approximately 700
Feet West of Wauwatosa Road

RECITALS

A. The Burr Oak Reserve Subdivision residential development consists of 17 lots to be located upon a 12.03-acre parcel on Donges Bay Road, approximately 700 feet west of Wauwatosa Road.

B. The Planning Commission recommended approval of the Development Agreement for the subdivision on June 24, 2024.

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 for the Burr Oak Reserve 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: July 9, 2024

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on July 9, 2024.

Caroline Fochs, City Clerk

Document Number	DEVELOPMENT AGREEMENT FOR BURR OAK RESERVE	
	Document Name	

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made as of _____, 20____, by The Orchards of Mukwonago, LLC (the “Developer”) and the City of Mequon, a municipal corporation (the “City”).

RECITALS

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

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

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

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

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

AGREEMENTS

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

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

“Improvements” means the Private Improvements and the Public Improvements.

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

Recording Data

Name and Return Address

City Engineer
11333 N Cedarburg Road
Mequon, WI 53092

Parcel Identification Number

“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 in rights of way; street trees and any required landscaping in rights of way; street trees and other landscaping in easement areas dedicated to the City for that purpose, but only to the extent specified in such easements; items specified in the Plans, as defined below and approved by the City as Public Improvements; and items specified in the Code or state statutes as Public Improvements.

2. Proposed Development Plan. The Development as proposed is depicted on the Developer’s proposed development plan. The proposed development plan was granted Preliminary Plat approval by the Planning Commission on _____, 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.

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 final Plan 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 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 anticipated building envelopes and include 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/or retention ponds, culverts, storm sewer and open ditches or swales 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 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 erosion control on all ditch 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.
- (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, provide a set of utility plans showing all plan and profile views of sanitary sewer, watermain and storm sewer. Such plans 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) 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 than 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. Culverts under pedestrian and bike paths located within the subdivision outlot shall be privately owned and maintained.

(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.

10. Street Plans.

(a) The Developer shall submit plans for all proposed public roads 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 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 asphalt surface shall consist of two and one-half inches (2½") of bituminous binder course. Streets 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 bituminous 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 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) Developer shall extend a sidewalk and provide a crosswalk on West Donges Bay Road and connect said sidewalk to the path on the south side of West Donges Bay Road. Sidewalk, pavement marking, and signage shall conform to the Standard Specifications for Land Development, latest edition ("SSLD") and Manual of Uniform Traffic Control Devices ("MUTCD").

11. Sanitary Sewer System Plans.

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

(a) Conform to the SSLD, the Standard Specifications for Sewer and Water Construction in Wisconsin and any additional requirements of MMSD.

(b) Be designed to meet the ultimate development needs as included in the City's sanitary sewer system plans for future extension. The sanitary sewer extension from Wauwatosa Road to the westerly line of the Property shall be constructed along the north edge of pavement in the westbound lane of West Donges Bay Road. Where impact to the pavement is fully contained within a single lane of the roadway, the pavement patch shall include the entire width of the travel lane (typically 11 to 12 feet) from the edge of pavement to the centerline of the road. Where impact to the pavement includes both lanes, or where the impact crosses over the centerline of the pavement, the pavement patch shall include the entire width of the pavement (typically 22 to 24 feet).

(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, at a minimum, for each property abutting the sanitary sewer main.

(d) Show all sanitary sewer lateral locations.

(e) Be designed so the public mainline meets the City's master plan for the area, in terms of depth and pipe size, and be extended to the adjacent properties. The sanitary sewer extension shall be approximately 1,400 feet of 10-inch diameter sanitary main, and shall be constructed in accordance with the Central Growth sewer system plan.

(f) Have a Permit for Utility Work In the Right of Way issued by City Engineering Staff upon review and approval of the Plans.

(g) Include a summary that describes Contributed Capital to upsize and conform with the Central Growth Plan.

(h) Sanitary sewer construction shall conform with Sec. 58-640 of the Code. 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.

12. Water System Plans.

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

(i) The plans shall show a municipal water supply and distribution system for the Development including 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 be designed to meet the City's master plan for the area, in terms of depth and pipe size, and shall be extended to the adjacent properties as determined by the City Engineer.

(v) Easements shall be dedicated to the City for adjacent residentially zoned properties to potentially connect to the water system in the future.

(vi) For residential uses, the mainline water main shall be designed to meet Mequon Water Utility standards for ISO recommended fire flows of 1,000 gpm, which may require increasing the pipe size for any dead end mains.

(vii) Dead end mains must be terminated with a public hydrant or blow off assembly.

(viii) The Plans shall be designed to provide a minimum depth of cover of six feet over the top of a 12- or 16-inch diameter water main. The water main diameter will be determined by the City by having the Mequon Water Utility Staff create a model to verify the water main sizing in West Donges Bay Road based on the intended and/or anticipated betterment of services. Any portion of the oversizing costs eligible for reimbursement shall be reimbursed to Developer in accordance with the Mequon Water Utility Water Connection Policy.

(ix) The water main alignment shall adhere to the requirements of the SSLD, including 2.4.3 Watermain Location and Requirements:

a. Water main in public right of way:

- i. Shall be located a minimum of six feet from the edge of road pavement.
- ii. Shall be located in the north and east half of the public right-of-way if required separation from other utilities, waterways, wetlands, drain fields, and other conflicts can be met.
- iii. Shall be no closer than 20 feet from a building foundation to the centerline of the watermain.

b. Water main in private easement:

- i. Shall be located at the center of a 20 foot easement.
- ii. Shall not be closer than 20 feet from a building foundation to the centerline of the watermain.

(x) The City will accept an alignment for the water main construction within the West Donges Bay Road terrace area that is located with an offset 10 feet south of the south line of the Property.

(xi) Water main shall be extended along the full extent of the Property from the water main connection location in Wauwatosa Road to the westerly line of the Property.

(xii) Betterment of service/oversizing water main along Property frontage:

- a. Developer shall construct a 16-inch diameter water main, subject to verification of the model described in Section 12(a)(viii) above, as a Mequon Water Utility Betterment of Service contributed project to provide a water main loop from the intersection of Wauwatosa Road and Donges Bay Road.
- b. The Development requires an 8-inch diameter water main, subject to verification by the model. The Developer shall bid and install a 16-inch diameter water main and the Mequon Water Utility will pay the oversized water main costs eligible for reimbursement to the Developer in accordance with the Mequon Water Utility Water Connection Policy.

(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, if required. 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.

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

17. Responsibility for the Improvements. The Developer shall be fully responsible for the Improvements, all appurtenances to the Improvements and the acts and omissions of its contractors, subcontractors, material suppliers, delivery services and agents 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 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 Public 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.

(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.

(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 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 on the Plans 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 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 or adjacent to the Development for which a temporary turnaround was constructed, the party causing the street extension shall remove the temporary turnaround and restore the area.

(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 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 building permits for two 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 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.

(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 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 the property owned by the members. The Association shall have the power and authority to assess each property for the 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 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 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:

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

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

(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 Facilities Maintenance and Easement 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 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 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 one 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 the main entrance to the Development off West Donges Bay Road. 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 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. 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 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.

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. 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 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, 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 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, 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 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 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

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.
- (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]

[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: Burr Oak Reserve Development Agreement - Clean (RESOLUTION 4132 : Burr Oak Reserve DA)

[DEVELOPER SIGNATURE PAGE TO DEVELOPMENT AGREEMENT]

THE ORCHARDS OF MUKWONAGO, LLC

By: _____
 Name: Michael J. Kaerek
 Title: Member

STATE OF WISCONSIN)
) SS
 COUNTY)

The foregoing instrument was acknowledged before me on _____, 20____, by Michael J. Kaerek, as Member of The Orchards of Mukwonago, LLC

 Name: _____
 Notary Public, Ozaukee County, Wisconsin
 My Commission (expires) (is) _____

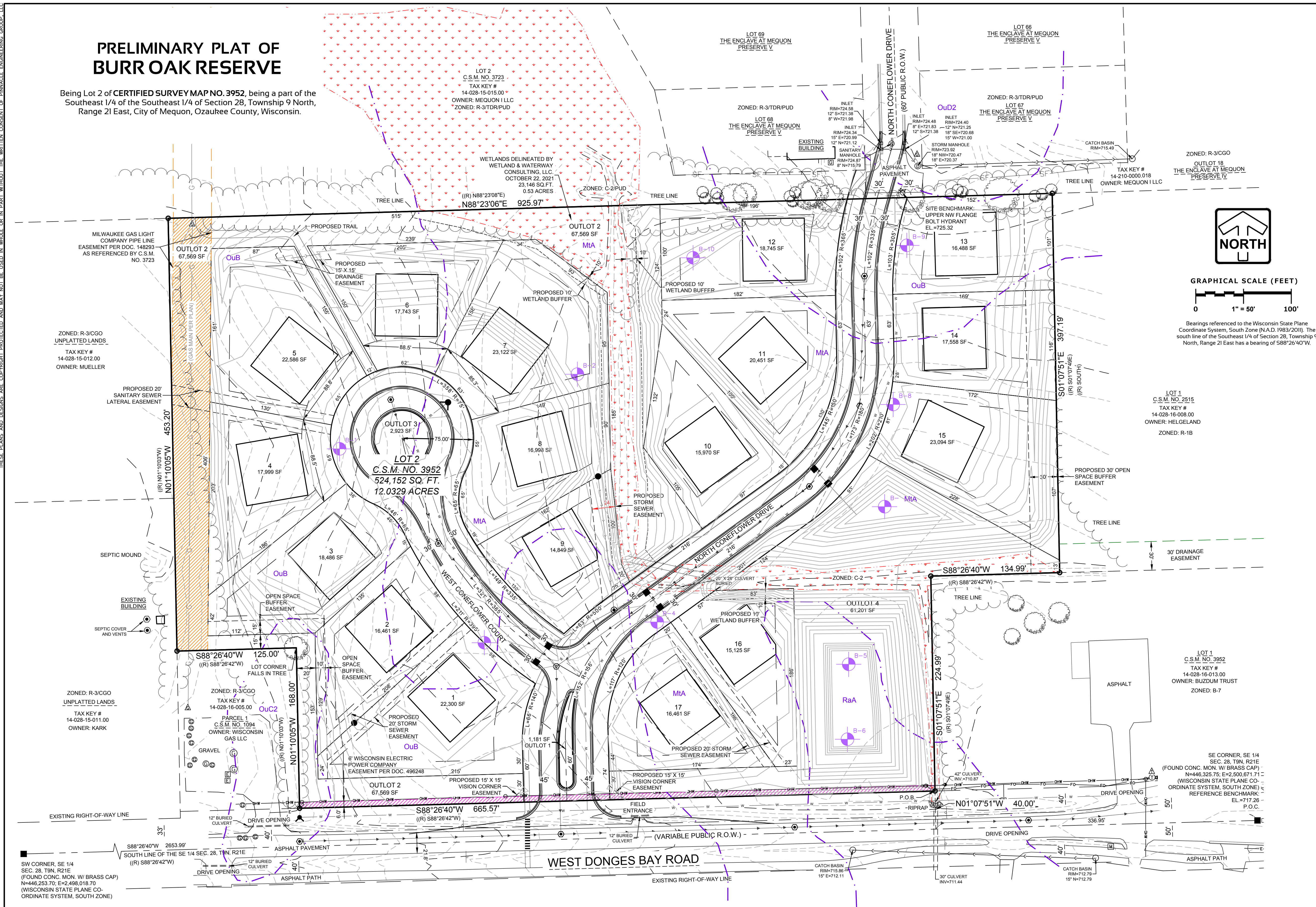
Drafted by: City of Mequon

Attachment: Burr Oak Reserve Development Agreement - Clean (RESOLUTION 4132 : Burr Oak Reserve DA)

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Attachment: Burr Oak Reserve Development Agreement - Clean (RESOLUTION 4132 : Burr Oak Reserve DA)

Being Lot 2 of **CERTIFIED SURVEY MAP NO. 3952**, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 28, Township 9 North, Range 21 East, City of Mequon, Ozaukee County, Wisconsin.



Attachment; Burr Oak Estates Preliminary Plat (RESOLUTION 4132 : Burr Oak Reserve DA)

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PRELIMINARY PLAT

BURR OAK RESERVE
CITY OF MEQUON

PRELIMINARY PLAT

										REVISIONS										REG JOB No. 221.000A REG PM 05/14/24 START DATE 05/14/24 SCALE 1" = 50' DRAFTED BY: ST										SHEET 1 OF 2									
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THESE PLANS AND DESIGNS ARE COPYRIGHT PROTECTED AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF PINNACLE ENGINEERING GROUP, LLC

PRELIMINARY PLAT OF BURR OAK RESERVE

Being Lot 2 of **CERTIFIED SURVEY MAP NO. 3952**, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 28, Township 9 North, Range 21 East, City of Mequon, Ozaukee County, Wisconsin.

NOTES:

- Tax Parcel Number: 14-028-16-014.00
- Gross land area of the subject property is 524,152 square feet (12.0329 acres). Net land area is 447,310 square feet (10.2688 acres).
- Subdivision contains 17 Lots and 4 Outlots.
- Vertical Datum: North American Vertical Datum of 1988(12), (NAVD88). Contours are shown at a 1' interval based on actual ground survey of the current ground terrain. Reference Benchmark: Concrete monument with brass cap at the southeast corner of the Southeast 1/4 Section 28, Town 9 North, Range 21 East, Elevation = 717.26.
- All Lots to be serviced by public sanitary sewer and water main.
- All streets to be improved with concrete curb and gutter and asphalt pavement.
- Flood Zone Classification: The property lies with in Zone "X" of the Flood Insurance Rate Map Community Panel No. 55089C0234F with an effective date of FEBRUARY 4, 2007. Zone "X" areas are determined to be outside the 0.2% annual chance floodplain.
- Drainage and Utility Easements to be determined during site engineering and will be shown on the final plat.
- Utilities on or above the surface of the surveyed property observed in the process of conducting the fieldwork graphically shown on the survey. Underground utility locations shown are based on field location markings by Digger's Hotline ticket #20221202578 with a clear date of MARCH 18, 2022. The location and size of underground structures and utilities shown hereon have been located based on a reasonable visual observation and are shown for informational purposes only. PINNACLE ENGINEERING GROUP, LLC. does not guarantee the location of utilities shown. Contact Digger's Hotline prior to the start of any activity.
- Wetlands delineated by Wetland & Waterway Consulting, LLC. OCTOBER 22, 2021.
- VISION CORNER EASEMENT RESTRICTION: Within the area of the vision corner easement, the height of all plantings, berms, fencing, signs, any other structure shall be limited to 24 inches above the intersection elevation. No access to any roadway shall be permitted over the vision corners from the adjacent lots.
- Soil Types: MtA, OuB, OuC2, OuD2 & RaA.
- OUTLOT OWNERSHIP AND PURPOSE: All Outlots of the plat of BURR OAK RESERVE shall be maintained by the BURR OAK RESERVE Homeowners Association. Outlot 1, Outlot 2 and Outlot 3 shall be maintained for open space. Outlot 4 shall be maintained for storm water retention purposes. Each individual lot owner shall have an undividable fractional ownership of the outlots and that Ozaukee County and the City of Mequon shall not be liable for any fees or special assessments in the event Ozaukee County or the City of Mequon should become the owner of any lot in the subdivision by reason of delinquency. The Homeowners Association shall maintain said Outlots in an unobstructed condition so as to maintain their intended purpose. Construction of any building, grading, or filling in said Outlots is prohibited unless approved by the City of Mequon. The Homeowners Association grants to the City the right (but not the responsibility) to enter upon the Outlots in order to inspect, repair, or restore said Outlots to their intended purpose. Expense incurred by the City for said inspection, repair, or restoration of said Outlots may be placed against the tax roll for said association and collected as a special charge by the Village. The developer and all subsequent owners shall transfer to any subsequent purchaser of any buildable lot within the plat of BURR OAK RESERVE an undividable one-seventeenth (1/17th) interest in Outlots 1, 2, 3 & 4. The developer and all subsequent owners warrant and represent that said outlots for assessment purposes will have no value per se, and the 1/17th interest in said outlots would be assessed with each of the buildable lots. In the event that said outlots are not assessed as above, the developer and all subsequent owners warrant and represent that each will pay 1/17th per buildable lot, of the taxes due on said outlots. In the event that these said taxes are not paid, Ozaukee County reserves the right to collect from each and every developer or subsequent owner individually for all taxes due.
- WETLAND RESTRICTIONS
 - Grading and filling shall be prohibited unless specifically authorized by the municipality in which they are located and, if applicable, Ozaukee County, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
 - The removal of topsoil or other earthen materials shall be prohibited.
 - The removal or destruction of any native vegetative cover, ie., trees, shrubs, grasses, etc., shall be prohibited, with the exception of the removal of dead, dying or diseased vegetation, non-indigenous species or noxious weeds (as defined by local ordinance) at the discretion of a forester or naturalist and the approval of Ozaukee County.
 - Grazing by domesticated animals, ie., horses, cows, etc., shall be prohibited.
 - The introduction of plant material not indigenous to the existing environment of the wetland area or primary environmental corridor shall be prohibited.
 - Creation of a mown landscape, gardening, cultivating, or depositing yard waste of any type shall be prohibited.
 - Ponds may be permitted subject to the approval of the municipality in which they are located and, if applicable, the Ozaukee County, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
 - Construction of buildings within the wetland boundary is prohibited.

ZONING:
R-3 / C2 TDR PUD OVERLAY
SINGLE FAMILY SUBURBAN RESIDENTIAL
GENERAL CONSERVANCY
TRANSFER OF DEVELOPMENT RIGHTS
PLANNED UNIT OVERLAY DISTRICT

ZONING REQUIREMENTS:
MIN. STREET SETBACK - 30 FEET
MIN. SIDEYARD - 15 FEET
MIN. REARYARD - 20 FEET
MIN. LOT AREA = 0.33 ACRES (14,375 SQ. FT.)
MIN. LOT WIDTH = 85 FEET

OWNER INFORMATION:
THE ORCHARDS OF MUKWONAGO, LLC
C/O MIKE KAEREK
11600 W. LINCOLN AVENUE
WEST ALLIS, WI 53227
414-321-5300

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

REVIEWING AGENCIES:
- City of Mequon
- Department of Administration

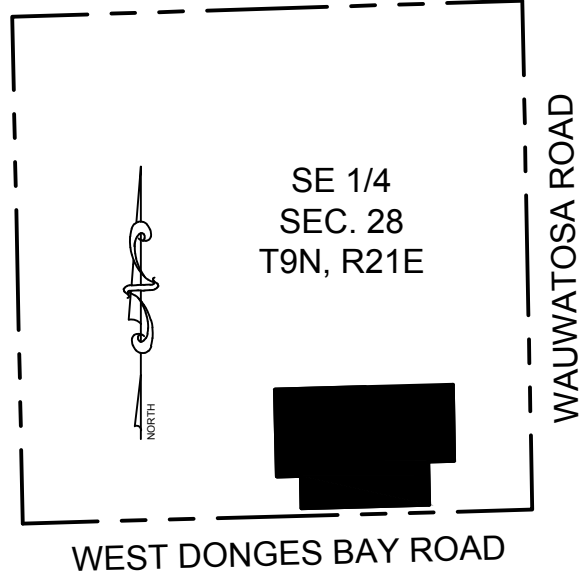
APPLICANT/AGENT INFORMATION:
POINT REAL ESTATE
C/O JOE BUKOVICH
19000 W. BLUEMOUND ROAD
BROOKFIELD, WI 53045
262-424-5997

I, John P. Konopacki, Professional Land Surveyor, hereby certify that this survey map is correct to the best of my knowledge and belief with the information provided and complies with requirements of Chapter A-E 7 s.35.93 of the Wisconsin State Statutes.

SIGNED _____ **MAY 14, 2024**
JOHN P. KONOPACKI, PROFESSIONAL LAND SURVEYOR S-2461

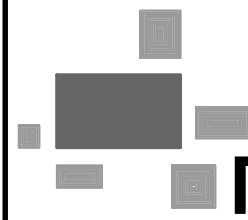


VICINITY MAP
SCALE 1"=1000'



LEGEND OF SYMBOLS & ABBREVIATIONS

⑤	SANITARY MANHOLE	▲	FIBER OPTIC MARKER	—	SIGN
⑥	STORM MANHOLE	Ⓢ	FIBER OPTIC MANHOLE/VAULT	✉	MAIL BOX
□	STORM INLET	Ⓜ	TELEPHONE PEDESTAL	⚑	FLAG POLE
⦿	PROP. SAN. MANHOLE	Ⓣ	TELEPHONE MANHOLE/VAULT	⚎	BASKETBALL HOOP
○	CATCH BASIN	Ⓛ	TELEPHONE MARKER	●	BOLLARD
□	LATERAL	Ⓣ	TRANSFORMER	×	CROSS CUT
?	UNKNOWN MANHOLE	Ⓛ	ELECTRIC METER/PEDESTAL	○	IRON PIPE
Ⓜ	WELL	Ⓢ	ELECTRIC MANHOLE/VAULT	●	IRON REBAR/ROD
⦿	HYDRANT	Ⓛ	CABLE TV RISER/BOX CABLE	⚓	MAG NAIL
⦿	WATER VALVE	Ⓢ	TV MANHOLE/VAULT	■	SECTION MONUMENT
①	DOWN SPOUT	Ⓢ	GAS VALVE	⚓	BENCH MARK
⦿	SPRINKLER VALVE	Ⓛ	GAS METER	☀	CONIFER TREE
⦿	WATER SHUT OFF	▲	GAS MARKER	◯	DECIDUOUS TREE
▲	STANDPIPE	Ⓛ	AIR CONDITIONING UNIT	◯	BUSH
⦿	WATER MANHOLE	●	VENT	⚓	WETLAND SYMBOL
☾	FLOOD LIGHT	➔	DIRECTIONAL ARROW	CL.	=CENTERLINE
☆	LIGHT POLE	▨	DUMPSTER	CONC.	=CONCRETE
Ⓜ	TRAFFIC SIGNAL POLE	♿	HANDICAP STALL	EL.	=ELEVATION
—○—	UTILITY POLE	+	SPOT ELEVATION	EXT.	=EXISTING
—●—	GUY WIRE	⚓	SOIL BORING	INV.	=INVERT
—	SANITARY SEWER	MON.	=MONUMENT	P.O.B.	=POINT OF BEGINNING
—	STORM SEWER	P.O.C.	=POINT OF COMMENCEMENT	R.O.W	=RIGHT OF WAY
— W —	WATER MAIN	SEC.	=SECTION	SQ. FT.	=SQUARE FEET
— FO —	FIBER OPTIC LINE	W/	=WITH	(R)	=RECORDED AS
— T —	TELEPHONE LINE	(D)	=DEEDED AS		
— E —	ELECTRIC LINE				
— OHW —	OVERHEAD WIRES				
— CATV —	CABLE TELEVISION				
— G —	GAS MAIN				
— WET —	WETLANDS				
~~~~~	TREE LINE				
.....	NO ACCESS				



**PINNACLE ENGINEERING GROUP**  
ENGINEERING | NATURAL RESOURCES | SURVEYING

PLAN | DESIGN | DELIVER  
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**WISCONSIN OFFICE:**  
20725 WATERTOWN ROAD SUITE 100  
BROOKFIELD, WI 53186  
(262) 754-8888

CHICAGO | MILWAUKEE : NATIONWIDE

**BURR OAK RESERVE**  
**CITY OF MEQUON**

**PRELIMINARY PLAT**

REVISIONS	
—	—
—	—
—	—
—	—

REG JOB No.	221.00A
REG PM	
START DATE	05/14/24
SCALE	1" = 50'
DRAFTED BY	ST

**SHEET**  
**2**  
**OF**  
**2**

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**PRELIMINARY PLAT**



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

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

Office of Community Development

**TO: Common Council**  
**FROM: Kim Tollefson, Director of Community Development**  
**DATE: July 9, 2024**  
**SUBJECT: ORDINANCE 2024-1664 An Ordinance Amending Chapter 58 of the Mequon Municipal Code Related to Specific Development Standards for Distilleries**

### **Background**

The Town Center (TC) District allows for a micro-distillery use provided that the distillery provides certain ancillary amenities such as a tasting room, retail sales, etc. The purpose of these ancillary amenities is to avoid having a purely manufacturing use within the TC District, and to also activate the public component of the district to meet the goals of creating an active and pedestrian-focused neighborhood.

Foxtown Distillery previously approached City staff indicating that there were conflicts between the City's requirements for ancillary amenities and the federal regulations related to distilled spirits premises. In short, Foxtown indicates that federal regulations prohibit it from providing other uses on the same premises that are used for production. Additionally, the Wisconsin legislature enacted 2023 Wis. Act 73 which made significant changes to the regulation of alcohol production, sales and consumption. After reviewing both the Federal regulations and Act 73, the City Attorney has prepared the proposed ordinance amendment to harmonize these various regulations while continuing to allow for distillery use within the TC District.

### **Analysis**

The proposed ordinance has multiple sections. The first section makes an amendment that further defines the scope of the distillery use. As mentioned above, one of the goals is to preserve the active, pedestrian-focused nature of the TC District. A large manufacturing facility with no public access obviously does not accomplish this task. Limiting the total floor area is another method of ensuring that the use does not overtake the district.

Sections two and three are not directly related to distillery use, although they apply to the use just as it would all uses in the district. This section further expands on some of the policy choices designed to accomplish the goals of the District.

The final substantive sections are changes designed to address conflicts in distillery regulations. These changes effectively retain the requirement for ancillary amenities but allow a distillery to meet that requirement by using two different premises within the TC District. Accordingly, the proposed ordinance amendments add express language that a stand-alone production facility is

not allowed.

**Fiscal Impact**

The proposed ordinance is fiscally neutral.

**Recommendation**

On June 24, 2024, the Planning Commission approved a recommendation in favor of adopting the proposed ordinance amendments by a vote of 7-0.

COMMON COUNCIL  
OF THE  
CITY OF MEQUON

ORDINANCE 2024-1664

An Ordinance Amending Chapter 58 of the Mequon Municipal Code Related to Specific  
Development Standards for Distilleries

**RECITALS**

A. Pursuant to the authority granted to it under Section 62.23(7) of the Wisconsin Statutes, the City of Mequon previously adopted a comprehensive Zoning Code for the City which includes Sections 58-301, 58-302, and 58-303 of the Municipal Code related to certain development in the Town Center and Arrival Corridor Districts.

B. The Planning Commission, by a majority vote, adopted a recommendation to approve a text amendment changing some definitions, design standards and locational standards for development on June 24, 2024.

C. The Common Council Committee of the Whole, by a majority vote, adopted a recommendation to approve a text amendment changing some definitions, design standards and locational standards for development on August 14, 2024.

D. Following a public hearing on the proposed changes, and based upon all available information before it, the Common Council desires to amend the regulations for residential properties in the form attached hereto.

E. The zoning regulations, including the regulation of design and location, 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**

The Food and Beverage section of Table 58-301-1 of the Mequon Municipal Code is amended to read as follows (NOTE: deleted text is ~~struck through~~; added text is **bold-underlined**):

Town center breweries, micro-distilleries, micro-wineries; <b><u>limited to a total of 4,000 square feet or less of gross floor area devoted to production</u></b>	C	✓
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## SECTION II

Section 58-301(l) of the Mequon Municipal Code is amended to read as follows (NOTE: deleted text is ~~struck through~~; added text is bold-underlined):

(l) *Building composition.*

(1) *General design.* All buildings shall be designed with four-sided detail, have a distinct base, middle and top and contain features and proportions that are scaled to pedestrians. The base of the building shall be articulated with a horizontal expression line creating a distinct ground level zone of the building. The middle, or mid-section, of the building shall be articulated by surface variations of depth through windows and architectural elements and form an expression line which sets up the building's top. The top portion of the building shall include architectural features of form that provide distinction. In addition to the required windows and principal entrance, the front façade shall include architectural features which emphasize it as the front façade. First floor façades shall maintain open, transparent storefronts and windows subject to technical standards established by the department of community development.

(2) Floor plan. The principal operations of any use shall be located in a manner that promotes street level activity and interest and shall serve as the principal features within view from the public to reinforce maximum visibility into and out of the building and tenant space.

Service areas are functions that are permitted only as ancillary operations to the principal use. Service areas shall be limited in scale and location within the building and tenant space. Service areas, including but not limited to, bathrooms, mechanical and storage rooms, closets, staircases, elevators, hallways, private office space and production areas shall be located to the interior of the floor plan as defined by staff. The service area functions do not qualify to activate and engage the public.

~~(2)~~(3) *Window area.* Required window areas have the following purpose:

- a. Contribute to the overall building composition
- b. Enhance curb appeal and neighborhood value
- c. Promote natural surveillance
- d. Reduce energy consumption through the use of passive solar design
- e. Display business products and services

Required window areas shall remain transparent with windows that allow two-way views into first floor occupant spaces, working areas, lobbies or pedestrian entrances, as applicable, except for the following permitted window area obstructions.

1. Window area obstructions. The following are permitted window area obstructions:

i. Permitted window signage. Window signage is a permitted window area obstruction and shall comply with the following design standards:

- Window signage shall be limited to 33 percent of each individual window area in the occupant's space.
- Window signage shall not obstruct more than 30 percent of the window area measured between four and eight feet in height above the adjacent walkway level.
- The front of the signage shall face the adjacent walkway.
- Window signage shall be consistent with and relate to the products, services and brand elements of the occupant's use.

ii. Window shelving. Window shelving located within four feet from the surface of the window is a permitted window area obstruction and shall comply with the following design standards:

- Window shelving units shall be limited to 33 percent of the use's aggregate window area as defined in section 58-301(l)(2).
- Window shelving units and product display shall not obstruct more than 30 percent of the window area measured between four and eight feet in height above the adjacent walkway level.
- Window shelving units shall be set back eight inches from the surface of the window.
- The front of the shelving units and products displayed on shelving shall face the adjacent walkway.

iii. Enclosed window displays. Enclosed window displays have a full background and sides that completely separate the interior of the store from the display window. Enclosed window displays are permitted window area obstructions and shall comply with the following design standards:

- Enclosed window displays shall be limited to 33 percent of the use's aggregate window area as defined in section 58-301(l)(2).
- Only one window pane per use shall be permitted as an enclosed window display.
- Enclosed window displays shall be internally lit during evening business operating hours. Lighting

is subject to the approval of the department of community development.

- Enclosed window displays shall have a minimum depth of three feet.
- Enclosed window displays shall be designed to relate to the scale of the window area and be consistent with and relate to the products, services and the brand elements of the associated occupant's use.
- Displays shall change:
  - At a minimum, seasonally, unless approved by the department of community development.
  - When products or display elements begin to fade or deteriorate in appearance.
  - Enclosed window displays shall be maintained in a clean, clutter free manner.
  - All mechanical equipment shall be disguised from public view.

2. Prohibited window area obstructions. The following window area obstructions and obstructions similar to the following as determined by the planning commission, are prohibited:

- Protective grilles
- Window bars
- Metal or similar material roll down screens or gates reflective, dark tinted or frosted glass
- Materials not otherwise permitted in this section that block visibility through windows into first floor occupant spaces along streets, walkways, plazas or parking areas.
- Backs of signs or backs of shelving units

3. Exceptions to window area obstructions. The planning commission may approve window area obstructions of types and amounts not specified in section 58-301(1)(2)a. for first floor windows for the following uses upon finding that strict compliance is impractical under the circumstances and the proposal includes amenities that address the adverse effects, if any, of the exception:

- Medical and institutional uses
- Specialty food retailers
- Theatres
- Parking garages
- Others as approved by planning commission

~~(3)~~(4) *Primary and secondary materials.* Table 58-301-2, Building Materials in the Town Center District, lists all permitted and not allowed primary and secondary building materials. Primary material shall be applied to at least 80 percent of the opaque portion of the façade which is visible from a public space.

Secondary material shall be applied to not more than 20 percent of the opaque portion of the façade which is visible from a public space.

~~(4)~~(5) *Awnings and canopies.* Awning and canopies are encouraged in order to provide protection for pedestrians and shall be placed to emphasize individual uses and entrances. Back-lighted, plastic, vinyl or similar material awnings and canopies shall be prohibited.

### **SECTION III**

Section 58-302(1) of the Mequon municipal code is amended to read as follows (NOTE: deleted text is ~~struck through~~; added text is bold-underlined):

*(1) Building composition.*

*(1) General design.* All buildings shall be designed with four-sided detail, have a distinct base, middle and top and contain features and proportions that are scaled to pedestrians. The base of the building shall be articulated with a horizontal expression line creating a distinct ground level zone of the building. The middle, or mid-section, of the building shall be articulated by surface variations of depth through windows and architectural elements and form an expression line which sets up the building's top. The top portion of the building shall include architectural features of form that provide distinction. In addition to the required windows and principal entrance, the front facade shall include architectural features which emphasize it as the front facade. First floor façades shall maintain open, transparent storefronts and windows subject to technical standards established by the department of community development.

*(2) Floor plan.* The principal operations of any use shall be located in a manner that promotes street level activity and interest and shall serve as the principal features within view from the public to reinforce maximum visibility into and out of the building and tenant space.

Service areas are functions that are permitted only as ancillary operations to the principal use. Service areas shall be limited in scale and location within the building and tenant space. Service areas, including but not limited to, bathrooms, mechanical and storage rooms, closets, staircases, elevators, hallways, private office space and production areas shall be located to the interior of the floor plan as defined by staff. The service area functions do not qualify to activate and engage the public.

~~(3)~~(2) *Window area.* Required window areas have the following purpose:

- a. Contribute to the overall building composition
- b. Enhance curb appeal and neighborhood value
- c. Promote natural surveillance
- d. Reduce energy consumption through the use of passive solar design
- e. Display business products and services

Required window areas shall remain transparent with windows that allow two-way views into first floor occupant spaces, working areas, lobbies or pedestrian entrances, as applicable, except for the following permitted window area obstructions.

1. *Window area obstructions.* The following are permitted window area obstructions:

i. Permitted window signage. Window signage is a permitted window area obstruction and shall comply with the following design standards:

- Window signage shall be limited to 33 percent of each individual window area in the occupant's space.
- Window signage shall not obstruct more than 30 percent of the window area measured between four and eight feet in height above the adjacent walkway level.
- The front of the signage shall face the adjacent walkway.
- Window signage shall be consistent with and relate to the products, services and brand elements of the occupant's use.

ii. Window shelving. Window shelving located within four feet from the surface of the window is a permitted window area obstruction and shall comply with the following design standards:

- Window shelving units shall be limited to 33 percent of the use's aggregate window area as defined in section 58-302(1)(2).
- Window shelving units and product display shall not obstruct more than 30 percent of the window area measured between four and eight feet in height above the adjacent walkway level.
- Window shelving units shall be set back eight inches from the surface of the window.
- The front of the shelving units and products displayed on shelving shall face the adjacent walkway.

iii. Enclosed window displays. Enclosed window displays have a full background and sides that completely separate the interior of the store from the display window. Enclosed window displays are permitted window area obstructions and shall comply with the following design standards:

- Enclosed window displays shall be limited to 33 percent of the use's aggregate window area as defined in section 58-302(1)(2).

- Only one window pane per use shall be permitted as an enclosed window display.

- Enclosed window displays shall be internally lit during evening business operating hours. Lighting is subject to the approval of the department of community development.

- Enclosed window displays shall have a minimum depth of three feet.

- Enclosed window displays shall be designed to relate to the scale of the window area and be consistent with and relate to the products, services and the brand elements of the associated occupant's use.

- Displays shall change:

- At a minimum, seasonally, unless approved by the department of community development.

- When products or display elements begin to fade or deteriorate in appearance.

- Enclosed window displays shall be maintained in a clean, clutter free manner.

- All mechanical equipment shall be disguised from public view.

2. *Prohibited window area obstructions.* The following window area obstructions and obstructions similar to the following as determined by the planning commission, are prohibited:

- Protective grilles

- Window bars

- Metal or similar material roll down screens or gates Reflective, dark tinted or frosted glass

- Materials not otherwise permitted in this section that block visibility through windows into first floor occupant spaces along streets, walkways, plazas or parking areas.

- Backs of signs or backs of shelving units

3. *Exceptions to window area obstructions.* The planning commission may approve window area obstructions of types and amounts not specified in section 58-302(1)(2)a. for first floor windows for the following uses upon finding that strict compliance is impractical under the circumstances and the proposal includes amenities that address the adverse effects, if any, of the exception:

- Medical and institutional uses

- Specialty food retailers

- Theatres

- Parking garages

- Others as approved by planning commission

~~(4)(3)~~ *Primary and secondary materials.* Table 58-302-2, Building Materials in the Arrival Corridor District, lists all the permitted and not allowed primary and secondary building materials. Primary material shall be applied to at least 80 percent of the opaque portion of the facade which is visible from a public space. Secondary material shall be applied to not more than 20 percent of the opaque portion of the facade which is visible from a public space.

~~(5)(4)~~ *Awnings and canopies.* Awning and canopies are encouraged in order to provide protection for pedestrians and shall be placed to emphasize individual uses and entrances. Back-lighted, plastic, vinyl or similar material awnings and canopies shall be prohibited.

#### **SECTION IV**

Section 58-303(b) of the Mequon municipal Code relating to specific development standards for micro-distilleries is amended to read as follows (NOTE: deleted text is ~~struck through~~; added text is **bold-underlined**):

~~Micro-distillery. A micro-distillery is an establishment that produces less than 10,000 gallons of spirits on site per year. Distilleries~~ shall provide the following operations and features:

- a. ~~The M~~**Manufacturing/production/processing**, bottling, packing, and storing ~~and shipping of~~ spirits ~~on premise and ship spirits from the bonded premises of the distilled spirits plant.~~
- b. Retail sale of spirits on ~~the general premises of the distilled spirits plant, a separate premises as may be authorized by law that is located within the same zoning district, or both.~~
- c. Consumption of spirits on ~~the general premises of the distilled spirits plant, a separate premises as may be authorized by law that is located within the same zoning district, or both.~~
- d. ~~A T~~**Tasting room for samples of spirits on the general premises of the distilled spirits plant.**
- e. Indoor and outdoor event space on ~~the general premises of the distilled spirits plant, a separate premises as may be authorized by law that is located within the same zoning district, or both.~~

The operations and features associated with ~~the bonded premises of the distilled premises plant section a-~~ listed above, shall not exceed 60 percent of the total **floor area of the full micro-distillery operations on**

premises within the zoning district. A micro-distillery use which consists solely of manufacturing or production facilities shall not be permitted.

In addition to the required operations and features listed above, a Mmicro-distilleryies may provide the following operations:

- a. Sit-down restaurant on premises.
- b. Delicatessen on premises.
- c. ~~Similar ancillary uses on premises as approved by the Planning Commission.~~

A Mmicro-distilleryies shall not conduct the following operations:

- a. Fast food restaurant ~~on premises.~~
- b. Drive thru services.

## SECTION V

Section 58-303(c) of the Mequon Municipal Code is created to read as follows:

(c) *Definitions.* The following words, terms and phrases, when used in this Article IV, shall have the meanings ascribed to them below, except where the context clearly indicates a different meaning:

*Micro-distillery.* A micro-distillery is a use that includes both the distilling and/or rectifying of less than 10,000 gallons of distilled spirits on site per year, and additional amenities as may be further required by this code. [1]

Footnotes:

--- [1] ---

Federal Law reference— Distilled Spirits Plants - Definitions, 27 C.F.R. § 19.1

## SECTION VI

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

## SECTION VII

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

**SECTION VIII**

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: July 9, 2024

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on July 9, 2024.

_____  
Caroline Fochs, City Clerk

Published: _____



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

Office of City Attorney

**TO: Common Council**  
**FROM: Brian Sajdak, City Attorney**  
**DATE: July 9, 2024**  
**SUBJECT: ORDINANCE 2024-1665 An Ordinance Creating Section 2-183(l) of the Mequon Municipal Code Relating to Informed Consent Concerning Certain Actions of the City's Legal Counsel**

### **Background**

A recent Formal Opinion of the American Bar Association's Standing Committee on Ethics and Professional Responsibility regarding the use of email listservs has prompted significant discussion among municipal law attorneys throughout the state concerning not only the use of listservs, but also about the broader practice of consulting with other attorneys on legal topics that a municipality might face. The Opinion, which is in your packet, generally concludes that the Rules of Professional Conduct prohibit a lawyer from posting information to a listserv that would disclose the client's identity or other information related to the lawyer's representation of the client without obtaining the client's informed consent.

This Opinion raised significant concerns with municipal attorneys in particular for multiple reasons. First, for most communities in the state, the municipality's web page expressly identifies their municipal attorney, so the lawyer's representation of the municipal client is not a secret. Second, within the cohort of municipal attorneys specifically, it is well known who represents which communities and, in many cases, what issues those communities are facing. Accordingly, the Opinion called into question the collaborative approach that most municipal attorneys utilize given the broad spectrum of issues they can encounter in their representation of local governments. Many municipal attorneys in the state, including members of this office, regularly use resources provided through the League of Wisconsin Municipalities - including listservs and weekly conference calls - to collaborate on a wide range of municipal issues including elections, ordinances, open records/meetings, etc. This collaboration provides valuable information which is regularly used by the City Attorney and other City staff. However, under the Opinion, participation in these collaborative tools would be severely limited.

After discussions on (perhaps with some irony) the League of Wisconsin Municipalities listserv and weekly Zoom conference call and following consultation with the State Bar Association's ethics counsel, the proposed ordinance was identified as an acceptable solution to continue to allow for the collaboration that benefits the City (and other municipalities).

### **Analysis**

The Opinion interprets Rule 1.6 of the Rules of Professional Conduct to prohibit a lawyer from

posting comments or questions relating to their representation of a client to a listserv in certain circumstances, even in hypothetical or abstract form, without the client's informed consent. These circumstances exist where there is a reasonable likelihood that the lawyer's posts will disclose information relating to the representation that would allow a reader to recognize or infer the identity of the lawyer's client or the situation involved. Wisconsin Supreme Court Rules define informed consent as the agreement by a client to a proposed course of conduct after being advised by their attorney of the information, explanations, risks, and reasonable alternatives. See SCR 20:1.0(f). The proposed ordinance provides informed consent to the City Attorney and City Prosecutor to discuss certain aspects of our representation.

The legitimate concerns targeted by these ethical rules often do not apply to or do not neatly fit the practice of law by governmental attorneys and specifically municipal attorneys in Wisconsin. The identity of our clients is public information, and often our clients' legal issues are, at least in part, also publicly known. Unless a listserv or conference of municipal attorneys can anonymize questions or feedback, any question that a municipal attorney poses or feedback they provide can be connected to their client.

Communicating with other attorneys representing municipalities, other governmental jurisdictions, or even other public or private clients can be a valuable and indispensable benefit to the City and its lawyers. Questions are raised, discussed, and answered on professional listservs that other attorneys have previously worked through and who can convey the lessons of their experience. The weekly Zoom call for municipal attorneys hosted by the League of Wisconsin Municipalities is a chance to explore either common legal issues that municipalities are addressing or to find an attorney with expertise in handling a situation that rarely arises. As state legislation is enacted and court decisions are issued, these outlets also allow attorneys to share how their municipalities address the legal issues related to implementing new laws. Finally, it is not unusual for our office to engage in individual conversations with attorneys who are handling or who have handled similar litigation issues or even the same party.

These communications and conversations can be very helpful to the work of the City Attorney and, in turn, benefit the City. Given the wide variety of topics involved in municipal law and its constant change and development, we can leverage the expertise of other attorneys to supplement or fill gaps in our staff's knowledge and experience. Other attorneys can point us to resources, convey practical lessons learned from their experiences, and make our work more efficient and effective. Individual attorneys facing the same party or issue in litigation can share information and help brainstorm legal arguments and strategies. The City Attorney also provides feedback and input to our municipal attorney colleagues who benefit from my expertise in responding to their inquiries.

While the benefits to this type of collaboration are significant, it is not without risks. These risks are discussed broadly in the Opinion. As it relates specifically to the City and its attorneys, there are three primary risks to consider. First, such communications might reveal to an unaware party that the City is our client. In most cases, there is little harm to this knowledge. Second, communications might reveal information that might not be publicly known, which might be negative. For example, a community who had to remove an elected official for misconduct might reveal non-public information related to the removal when responding to a question from another

community about the process. Again, because much of what happens in government is subject to open meetings and open records laws, this risk is relatively small. Finally, in an extreme circumstance, discussion of certain information might result in an inadvertent waiver of attorney-client privilege. In the case of active litigation, such waiver might result in otherwise privileged communications being available to the opposing party in the litigation. In some cases, these communications might be fatal to the City's position in the litigation.

The proposed ordinance seeks to balance both the ability to continue to collaborate with the potential risks. The ordinance generally provides informed consent to allow the City Attorney's Office and the City Prosecutor's Office to disclose information which might identify the City as the client, and information which may also be non-public. To address the final risk discussed above, the ordinance does not, however, authorize the disclosure of specific bargaining positions, litigation strategies, details on disciplinary proceedings, or information pertaining to a dispute with another community where that community's representatives may receive the information.

Where this communication of this type of information might nonetheless be beneficial, the proposed ordinance authorizes the City Administrator to provide informed consent to the release of this more detailed information. The ordinance also allows the City Administrator to provide informed consent for the release of any information in the case of labor or other special counsel for the City. In the event that the topic involves the City Administrator, or if the Administrator is unavailable, the Mayor is authorized to grant the consent where appropriate.

Finally, the ordinance requires the City Attorney to discuss this informed consent with all new alderpersons so that (a) they are aware of the consent having been provided and (b) that they could seek to change such consent through subsequent Council action.

### **Recommendation**

A recommendation is forthcoming from the Finance-Personnel Committee on July 9, 2024.

Attachments:

ABA Formal Opinion 511     (PDF)

COMMON COUNCIL  
OF THE  
CITY OF MEQUON

ORDINANCE 2024-1665

An Ordinance Creating Section 2-183(l) of the Mequon Municipal Code Relating to Informed  
Consent Concerning Certain Actions of the City's Legal Counsel

**RECITALS**

A. The Common Council previously created Section 2-183 of the Mequon Municipal Code related to legal services for the City.

B. A recent Formal Opinion of the American Bar Association's Standing Committee on Ethics and Professional Responsibility concluded that Rule 1.6 of the Rules of Professional Conduct prohibit a lawyer from posting comments or questions relating to a representation to a listserv, even in hypothetical or abstract form, without the client's informed consent if there is a reasonable likelihood that the lawyer's posts will disclose information relating to the representation that would allow a reader then or later to recognize or infer the identity of the lawyer's client or the situation involved. This opinion would also, using the same analysis, prohibit an attorney from making similar communications (e.g., asking a question at a continuing legal education seminar).

C. The City values and encourages its legal counsel to be active in the State Bar, League of Wisconsin Municipalities, and other similar organizations. These organizations host, among other things, email listservs, weekly conference calls, and continuing legal education programs allowing attorneys to collaborate on a wide range of municipal issues including elections, ordinances, open records/meetings, etc.

D. The use of these resources - the participation in which would result in a high likelihood of disclosing the City as the lawyer's client and information related the representation of the client would be revealed - provide valuable resources to the City which increase the effectiveness of the City's legal representation and reduce legal expenses through the sharing of forms, information and expertise such that collaboration with other municipal attorneys provides both direct and indirect benefits to the City by fostering the municipal law community to allow for the flow of information and expertise between the municipalities to best serve the legal needs of the City.

E. The Common Council has been advised and recognizes that sharing of information in these collaborative settings presents a risk that the City's identity as well as relevant details about a matter may be disclosed to others who have no obligation to hold the information in confidence and who may represent other persons with adverse interests. There is also the risk that information shared may be widely disseminated including through such channels as social media.

F. Despite these risks the Common Council nonetheless desires to encourage and allow its legal counsel to participate in these organizations and collaborative tools.

G. The informed consent provided herein is limited to the release of information which is not confidential in nature and the City's legal counsel is generally prohibited from discussing specific confidential details of City business including, but not limited to, confidential development proposals, closed session proceedings, disciplinary proceedings and disputes with other municipalities whose legal counsel may be a member of the listserv or otherwise participate in the communication without additional specific informed consent authorization.

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

### **SECTION I**

Section 2-183(l) of the Mequon Municipal Code relating to informed consent concerning certain actions of the City Attorney is created to read as follows:

(l) *Informed Consent to Information Release.* The city recognizes the benefits associated with the city's legal counsel being able to consult, confer, and collaborate with other attorneys and other legal resources in order to improve the representation the city receives. After having been advised of the potential risks associated with such collaboration, the city provides its informed consent to the release of certain information related to the representation of the city as follows:

- (1) The city attorney, the prosecuting attorney, and any attorneys in their respective offices acting in an assistant city/prosecuting attorney capacity, may share information regarding their representation of the city, including the identity of the city as a client and information which may not be available to the public at the time of release, to the extent necessary for the purposes of consulting and collaborating with other municipal attorneys or legal counsel representing other governmental jurisdictions or other public or private organizations or parties, for the benefit of the city. This includes, but is not limited to, participation with legal listservs, joint meetings or conferences with other attorneys, and individual consultations with other attorneys with expertise in the subject matter or legal interests similar to those of the city.
- (2) This section does not provide consent for the release of any confidential information relating to the representation of the city where communication of the information would disadvantage the city's legal position or where communication of the information is likely to result in that information being conveyed to a party that is adverse to the city in the particular matter related to the information or to that party's legal counsel.

- (3) Where the city attorney or city prosecutor believes that the release of confidential information would be beneficial to the city, but the release of such information is in conflict with the requirements of sub. (2), the requirements or obligations under the rules of professional conduct for attorneys, or due to any other factors or circumstances, the city attorney or city prosecutor may obtain informed consent on behalf of the city from the city administrator, or in the event of a conflict of interest or unavailability, from the mayor.
- (4) The city administrator, or in the event of a conflict of interest or unavailability, the mayor or common council president, may provide similar informed consent on behalf of the city to the city's labor and employment attorney or other special counsel, on a case-by-case basis.
- (5) In its sole discretion, the common council may establish additional restrictions or conditions related to its informed consent pursuant to this section.
- (6) The city attorney shall provide newly elected or appointed members of the common council an explanation of this section, and the informed consent this section provides.

## **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 the day after its publication as provided by law.

_____  
Approved by: Andrew Nerbun, Mayor

Date Approved:        July 9, 2024

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on July 9, 2024.

---

Caroline Fochs, City Clerk

Published: _____

# AMERICAN BAR ASSOCIATION

STANDING COMMITTEE ON ETHICS AND PROFESSIONAL RESPONSIBILITY

**Formal Opinion 511**

**May 8, 2024**

## **Confidentiality Obligations of Lawyers Posting to Listservs**

*Rule 1.6 prohibits a lawyer from posting questions or comments relating to a representation to a listserv, even in hypothetical or abstract form, without the client's informed consent if there is a reasonable likelihood that the lawyer's questions or comments will disclose information relating to the representation that would allow a reader then or later to infer the identity of the lawyer's client or the situation involved. A lawyer may, however, participate in listserv discussions such as those related to legal news, recent decisions, or changes in the law, without a client's informed consent if the lawyer's contributions will not disclose, or be reasonably likely to lead to the disclosure of, information relating to a client representation.*

### **Introduction**

This opinion considers whether, to obtain assistance in a representation from other lawyers on a listserv discussion group, or post a comment, a lawyer is impliedly authorized to disclose information relating to the representation of a client or information that could lead to the discovery of such information.¹ Without the client's informed consent, Rule 1.6 forbids a lawyer from posting questions or comments relating to a representation—even in hypothetical or abstract form—if there is a reasonable likelihood that the lawyer's posts would allow a reader then or later to infer the identity of the lawyer's client or the particular situation involved, thereby disclosing information relating to the representation. A lawyer may, however, participate in listserv discussions such as those related to legal news, recent decisions, or changes in the law, if the lawyer's contributions do not disclose information relating to any client representation. The principles set forth in this opinion regarding lawyers' confidentiality obligations when they communicate on listservs apply equally when lawyers communicate about their law practices with individuals outside their law firms by other media and in other settings, including when lawyers discuss their work at in-person gatherings.²

### **Relevant Principles Regarding the Duty of Confidentiality**

Subject to exceptions not applicable here,³ ABA Model Rule of Professional Conduct 1.6(a) provides that: "A lawyer shall not reveal information relating to the representation of a client unless the client gives informed consent, the disclosure is impliedly authorized in order to carry

¹ This opinion is based on the ABA Model Rules of Professional Conduct as amended by the ABA House of Delegates through August 2023.

² See ABA Comm. on Ethics & Prof'l Responsibility Formal Op. 480 (2018) for a discussion of other forms of lawyer public commentary including blogs, writings, and educational presentations.

³ This opinion does not discuss the exceptions to the confidentiality obligation provided for in paragraph (b) because we cannot envision a recurring situation in which any of the exceptions are likely to authorize disclosures of information relating to a representation on a lawyer's listserv.

out the representation or the disclosure is permitted by paragraph (b).”⁴ Comment 3 explains that Rule 1.6 protects “all information relating to the representation, whatever its source” and is not limited to communications protected by attorney-client privilege.⁵ A lawyer may not reveal even publicly available information, such as transcripts of proceedings in which the lawyer represented a client. As noted in ABA Formal Opinion 04-433 (2004), “the protection afforded by Model Rule 1.6 is not forfeited even when the information is available from other sources or publicly filed, such as in a malpractice action against the offending lawyer.” Among the information that is generally considered to be information relating to the representation is the identity of a lawyer’s clients.⁶

Because Rule 1.6 restricts communications that “could reasonably lead to the discovery of” information relating to the representation,⁷ lawyers are generally restricted from disclosing such information even if the information is anonymized, hypothetical, or in abstracted form, if it is reasonably likely that someone learning the information might then or later ascertain the client’s identity or the situation involved.⁸ Comment 4 explains, that without client consent, Rule 1.6 prohibits:

disclosures by a lawyer that do not in themselves reveal protected information but could reasonably lead to the discovery of such information by a third person. A lawyer’s use of a hypothetical to discuss issues relating to the representation is permissible so long as there is no reasonable likelihood that the listener will be able to ascertain the identity of the client or the situation involved.

The breadth of Rule 1.6 was emphasized in ABA Formal Opinion 496 (2021), which cautioned lawyers about responding to online criticism: Lawyers “who choose to respond online must not disclose information that relates to a client matter *or that could reasonably lead to the discovery of confidential information by another.*” (Emphasis added).

Lawyers may disclose information relating to the representation with the client’s informed consent. “Informed consent” is defined in Rule 1.0(e) to denote “the agreement by a person to a

⁴ Comment 2 to Model Rule 1.6(a) emphasizes that a “fundamental principle in the client-lawyer relationship is that, in the absence of the client’s informed consent, the lawyer must not reveal information relating to the representation.”

⁵ The attorney-client privilege is an evidentiary rule applicable to judicial and other proceedings in which a lawyer may be called as a witness or otherwise required to produce evidence about a client. The duty of client-lawyer confidentiality is not limited to those circumstances, nor is it limited to matters communicated in confidence by the client. MODEL RULES OF PROF’L CONDUCT R. 1.6, cmt. [3].

⁶ Comment 2 to Rule 7.2, for example, notes that in lawyer advertising, client consent is required before naming regularly represented clients. *See also* Wis. Formal Op. EF-17-02 (2017) (lawyer may not disclose current or former client’s identity without informed consent; not relevant that representation is matter of public record or case is long closed); Ill. State Bar Ass’n Advisory Op. 12-03 (2012) (lawyer must obtain informed consent before disclosing client names to professional networking group); Ill. State Bar Ass’n Advisory Op. 12-15 (2012) (lawyer may take part in an online discussion group if no information relating to the representation is disclosed and there is no risk that the client could be identified); ABA ANNOTATED MODEL RULES OF PROFESSIONAL CONDUCT 133-134 (10th ed. 2023).

⁷ MODEL RULES OF PROF’L CONDUCT R. 1.6 cmt. [4].

⁸ *See, e.g.,* Colo. Bar Ass’n Formal Op. 138 (2019) (“Consultations using hypotheticals do not implicate [Rule] 1.6 provided that the hypotheticals do not create a ‘reasonable likelihood that the listener will be able to ascertain the identity of the client or the situation involved.’”).

proposed course of conduct after the lawyer has communicated adequate information and explanation about the material risks of and reasonably available alternatives to the proposed course of conduct.” Comments 6 and 7 to Rule 1.0 advise that the necessary communication will ordinarily require the lawyer to confer with the client and explain the advantages and disadvantages of the proposed course of conduct. And obtaining consent will usually require a client’s affirmative response; a lawyer generally may not assume consent from a client’s silence.⁹

Additionally, Rule 1.6(a) permits a lawyer to reveal information relating to the representation of a client if “the disclosure is impliedly authorized in order to carry out the representation.”¹⁰ Comment 5 to Rule 1.6 explains that “[l]awyers in a firm may, in the course of the firm’s practice, disclose to each other information relating to a client of the firm, unless the client has instructed that particular information be confined to specified lawyers.” Conversely, lawyers are generally not authorized to disclose information relating to the representation to lawyers outside the firm, including lawyers from whom the engaged lawyers seeks assistance. Rather, as a general matter, lawyers must obtain the client’s informed consent before engaging lawyers in the representation other than lawyers in their firm.¹¹

⁹ Lawyers who anticipate using listservs for the benefit of the representation may seek to obtain the client’s informed consent at the outset of the representation, such as by explaining the lawyer’s intention and memorializing the client’s advance consent in the lawyer’s engagement agreement. Rule 1.0(e) provides that for a client’s consent to be “informed,” the lawyer must “communicate[] adequate information and explanation about the material risks of and reasonably available alternatives to the proposed course of conduct.” Therefore, the lawyer’s initial explanation must be sufficiently detailed to inform the client of the material risks involved. It may not always be possible to provide sufficient detail until considering an actual post.

¹⁰ Comment 5 to Rule 1.6 explains that a lawyer is impliedly authorized to make disclosures “when appropriate in carrying out the representation.” In many situations, by authorizing the lawyer to carry out the representation, or to carry out some aspect of the representation, the client impliedly authorizes the lawyer to disclose information relating to the representation, to the extent helpful to the client, for the purpose of achieving the client’s objectives. *See, e.g.,* MODEL RULES OF PROF’L CONDUCT R. 2.3, cmt. [5] (“In many situations, providing an evaluation to a third party poses no significant risk to the client; thus, the lawyer may be impliedly authorized to disclose information to carry out the representation.”). For example, when a client authorizes a lawyer to conduct settlement negotiations or transactional negotiations, the client impliedly authorizes the lawyer to disclose information relating to the representation insofar as the lawyer reasonably believes that doing so will advance the client’s interests. What is impliedly authorized will depend “upon the particular circumstances of the representation.” ANNOTATED MODEL RULES OF PROFESSIONAL CONDUCT, *supra* note 6, at 135. *See, e.g.,* ABA Comm. on Ethics & Prof’l Responsibility, Formal Op. 483 (2018) (lawyer experiencing data breach may reveal information relating to representation to law enforcement if lawyer reasonably believes disclosure is impliedly authorized, will advance client’s interests, and will not adversely affect client’s material interests); N.C. Formal Op. 2015-5 (2015) (“[p]roviding a client’s new appellate counsel with information about the client’s case, and turning over the client’s appellate file to the successor appellate counsel, is generally considered appropriate to protect the client’s interests in the appellate representation” and impliedly authorized); ABA Comm. on Ethics & Prof’l Responsibility, Formal Op. 01-421 (2001) (lawyer hired by insurance company to defend insured normally has implied authorization to share with insurer information that will advance insured’s interests); *see also* RESTATEMENT OF THE LAW GOVERNING LAWYERS, § 61 (3d ed. 2001) (A lawyer is impliedly authorized to disclose information that “will advance the interests of the client in the representation.”). In at least one situation, the Rules themselves impliedly authorize the disclosure, even without the client’s implicit approval. *See* MODEL RULES OF PROF’L CONDUCT R. 1.14, cmt. [8] (“When taking protective action” on behalf of a client with diminished capacity pursuant to MODEL RULES OF PROF’L CONDUCT R. 1.14(b), “the lawyer is impliedly authorized to make the necessary disclosures, even when the client directs the lawyer to the contrary.”).

¹¹ Comment 6 to Rule 1.1 states that “[b]efore a lawyer retains or contracts with other lawyers outside the lawyer’s own firm to provide or assist in the provision of legal services to a client, the lawyer should ordinarily obtain informed consent...”

### Seeking Advice or Assistance from a Listserv Discussion Group

ABA Formal Opinion 98-411 (1998) addressed whether a lawyer is impliedly authorized to disclose information relating to the representation to another lawyer, outside the inquiring lawyer's firm and without the client's informed consent, to obtain advice about a matter when the lawyer reasonably believes the disclosure will further the representation. The opinion contemplated that the lawyer seeking assistance would share information relating to the representation, in anonymized form, with an attorney known to the consulting lawyer. It further contemplated that the consulted attorney would both ensure there was no conflict of interest between the consulting lawyer's client and the consulted attorney's clients and would keep the information confidential even in the absence of an explicit confidentiality obligation. The opinion concluded that, in general, a lawyer is impliedly authorized to consult with an unaffiliated attorney in a direct lawyer-to-lawyer consultation and to reveal information relating to the representation without client consent to further the representation when such information is anonymized or presented as a hypothetical and the information is revealed under circumstances in which "the information will not be further disclosed or otherwise used against the consulting lawyer's client." The opinion explained, "Seeking advice from knowledgeable colleagues is an important, informal component of a lawyer's ongoing professional development. Testing ideas about complex or vexing cases can be beneficial to a lawyer's client." However, the opinion determined that the lawyer has implied authority to disclose only non-prejudicial information relating to the representation for this purpose and may not disclose privileged information.

In this opinion, the question presented is whether lawyers are impliedly authorized to reveal similar information relating to the representation of a client to a wider group of lawyers by posting an inquiry or comment on a listserv. They are not. Participation in most lawyer listserv discussion groups is significantly different from seeking out an individual lawyer or personally selected group of lawyers practicing in other firms for a consultation about a matter. Typical listserv discussion groups include participants whose identity and interests are unknown to lawyers posting to them and who therefore cannot be asked or expected to keep information relating to the representation in confidence. Indeed, a listserv post could potentially be viewed by lawyers representing another party in the same matter. Additionally, there is usually no way for the posting lawyer to ensure that the client's information will not be further disclosed by a listserv participant or otherwise used against the client. Because protections against wider dissemination are lacking, posting to a listserv creates greater risks than the lawyer-to-lawyer consultations envisioned by ABA Formal Ethics Opinion 98-411.

Without informed client consent, a lawyer participating in listserv groups should not disclose any information relating to the representation that may be reasonably connected to an identifiable client. Comment 4 to Rule 1.6 envisions the possibility of lawyers using hypotheticals to discuss client matters. However, a lawyer must have the client's informed consent to post a hypothetical to a listserv if, under the circumstances, the posted question could "reasonably lead to the discovery of" information relating to the representation because there is a "reasonable likelihood" that the reader will be able to ascertain the identity of the client or the situation involved. Although this opinion focuses on lawyers' efforts to obtain information from other lawyers for the benefit of a legal representation, the obligation to avoid disclosing information relating to a representation applies equally when lawyers post on listservs for other purposes, such

as to reply to requests for help, to develop their practices by networking, or simply to regale their professional colleagues with “war stories.”¹²

Not all inquiries to a listserv designed to elicit information helpful to a representation will disclose information relating to the representation. In some situations, because of the nature of the lawyer’s practice, the relevant client or the situation involved will never become known, and therefore the lawyer’s anonymized inquiry cannot be identified with a specific client or matter. In other cases, the question may be so abstract and broadly applicable that it cannot be associated with a particular client even if others know the inquiring lawyer’s clientele. In circumstances such as these, a lawyer may post general questions or hypotheticals because there is no reasonable possibility that any listserv member, or anyone else with whom the post may be shared, could identify the specific client or matter.¹³

Illustratively, the authors of Oregon Bar Opinion 2011-184 explained that “[c]onsultations that are general in nature and that do not involve disclosure of information relating to the representation of a specific client” do not require client consent under Rule 1.6. Careful lawyers will often be able to use listservs to ask fellow practitioners for cases and articles on topics, for forms and checklists, and for information on how various jurisdictions address a court-connected concern without enabling other lawyers to identify the lawyer’s client or the situation involved. Posting this sort of inquiry on a listserv, to the extent possible without disclosing information relating to the representation, may have advantages over a lawyer-to-lawyer consultation precisely because it is broadly disseminated. Maryland State Bar Association Ethics Opinion 2015-03 described peer-to-peer lawyer listservs as a “powerful tool” providing “the opportunity for a

¹² Lawyers should keep in mind that the confidentiality obligation continues after the representation ends. *See* Rule 1.9(c)(2) (“A lawyer who has formerly represented a client in a matter . . . shall not thereafter . . . reveal information relating to the representation except as these Rules would permit or require with respect to a client.”). This restriction on the disclosure of information relating to a former representation applies even if the information is generally known. *See* ABA Comm. on Ethics & Prof’l Responsibility, Formal Op. 479 (2017) (discussing the “generally known” exception to the use of confidential information adversely to a former client allowed under Rule 1.9(c)(1) and distinguishing it from the broader prohibition against disclosure of that information). Unlike the counterpart provision (Disciplinary Rule 4-101) of the earlier Code of Professional Responsibility, Rule 1.6 does not permit disclosure of non-privileged information relating to a representation or former representation if its disclosure would not embarrass or harm a client and the client has not specifically asked the lawyer not to disclose it. Consequently, lawyers may not tell “war stories” about a former representation without the former client’s consent if the former client or situation can be identified. As we have noted in the past, the restriction imposed by Rule 1.6 may have First Amendment implications, but the constitutional right to freedom of speech has historically been interpreted consistently with lawyers’ confidentiality obligations to clients. *See* ABA Comm. on Ethics & Prof’l Responsibility, Formal Op. 480 (2018) (commenting on First Amendment considerations when lawyers act in representative capacities).

¹³ For example, a general question requesting case law on whether a warrantless search of a garbage bin outside a residence violates the Fourth Amendment is less likely to allow a reader to infer the client’s identity than a hypothetical revealing the precise facts of a specific search. But if there is a reasonable likelihood that readers can correctly infer the client’s identity, then even the general question discloses information relating to the representation, requiring informed consent. For example, a reader could infer that a lawyer who posts a question to a listserv about the constitutionality of searches of garbage bins located outside of a residence is representing a client whose garbage bin was searched, evidence was found, the lawyer would like to move to suppress the evidence, and the lawyer is unsure of all the relevant case law. Regardless of whether the implicit disclosure of this “information relating to the representation” is prejudicial to the client, Rule 1.6 provides that if the client’s identity could be ascertained, it is the client’s decision whether to disclose this sort of information broadly via a listserv to assist the lawyer in conducting useful legal research.

lawyer to test his or her understanding of legal principles and to clarify the best way to proceed in unique situations.”

The more unusual the situation, however, the greater the risk that the client can be identified, and therefore the greater the care that must be taken to avoid inadvertently disclosing client information protected by Rule 1.6. Oregon Bar Opinion 2011-184 makes the point. Matters “[w]hen the facts are so unique or where other circumstances might reveal the identity of the consulting lawyer’s client even without the client being named,” are among those in which “the lawyer must first obtain the client’s informed consent for the disclosures.”

Additionally, when lawyers represent only one client (as in the case of in-house counsel or government lawyers) or their client’s identity can be readily inferred (as in the case of a litigator seeking assistance with a pending or contemplated action), “a description of specific facts or hypotheticals that are easily attributable to the client likely violates Rule 1.6 in most contexts.”¹⁴ Also, if a matter is receiving media coverage or the group of listserv participants is comprised of a small, closely connected legal community, the risk of a Rule 1.6 violation is likely to be too great to permit the lawyer to post a hypothetical relating to the matter without the informed consent of the client. For example, where the listserv participants are familiar with each other’s practice because they practice in a limited geographic area or a specialized practice setting, posting a hypothetical based on information relating to the representation of the client will be more likely to lead to disclosure of the client’s identity to some other participant on the listserv. The lawyer should err on the side of caution and avoid specific hypotheticals, refrain from posting, or obtain the client’s informed consent if there is any reasonable concern.¹⁵

Finally, it bears emphasizing that lawyer listservs serve a useful function in educating lawyers without regard to any particular representation. Lawyers use listservs to update one another about newly published decisions and articles or to share recommendations for helpful contractors or fellow practitioners. Comment 8 to Rule 1.1 advises lawyers to “keep abreast of changes in the law and its practice,” and lawyer listservs can help in doing so. These uses, unrelated to any particular representation, would not require a lawyer to secure the informed consent of a client. A lawyer must, however, remain aware of the possible risks to confidentiality involved in any posts to a listserv. Even a general question about the law, such as a request for cases on a specific topic, may in some circumstances permit other users to identify the client or the situation involved. Therefore, before any post, a lawyer must ensure that the lawyer’s post will not jeopardize compliance with the lawyer’s obligations under Rule 1.6.

¹⁴ Md. State Bar Ass’n Ethics Comm. Op. 2015-3 (2015).

¹⁵ When seeking a client’s informed consent to post an inquiry on a listserv, the lawyer must ordinarily explain to the client the risk that the client’s identity as well as relevant details about the matter may be disclosed to others who have no obligation to hold the information in confidence and who may represent other persons with adverse interests. This may also include a discussion of risks that the information may be widely disseminated, such as through social media. A lawyer should also be mindful of any possible risks to the attorney-client privilege if the posting references otherwise privileged communications with the client. Whether informed consent requires further disclosures will depend on specific facts.

## Conclusion

Rule 1.6 prohibits a lawyer from posting comments or questions relating to a representation to a listserv, even in hypothetical or abstract form, without the client's informed consent if there is a reasonable likelihood that the lawyer's posts will disclose information relating to the representation that would allow a reader then or later to recognize or infer the identity of the lawyer's client or the situation involved. A lawyer may, however, participate in listserv discussions such as those related to legal news, recent decisions, or changes in the law, without a client's consent if the lawyer's contributions will not disclose information relating to a client representation.

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### AMERICAN BAR ASSOCIATION STANDING COMMITTEE ON ETHICS AND PROFESSIONAL RESPONSIBILITY

321 N. Clark Street, Chicago, Illinois 60654-4714 Telephone (312) 988-5328  
CHAIR: Bruce Green, New York, NY ■ Mark A. Armitage, Detroit, MI ■ Matthew Corbin,  
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Madison, WI ■ Hon. Jennifer A. Rymell, Fort Worth, TX ■ Charles Vigil, Albuquerque, NM

**CENTER FOR PROFESSIONAL RESPONSIBILITY:** Mary McDermott, Lead Senior  
Counsel

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Office of Parks and Forestry

**TO: Common Council**  
**FROM: Mike Gies, Parks and Forestry Superintendent**  
**DATE: July 9, 2024**  
**SUBJECT: RESOLUTION 4134 A Resolution Approving a Development & Dedication Agreement with Mequon-Thiensville Little League/Mequon Heat for a Replacement Storage Shed at Rotary Park**

### **Background**

MTLL/Heat (Mequon-Thiensville Little League/ Mequon Heat) has secured funding and expressed interest in making improvements in the form of a new storage shed on the north side of Rotary Park to store various baseball equipment and supplies.

The existing shed is in a state of disrepair and does not adequately meet the needs of the park any longer. A new shed will not only be more attractive and fit the look of the park, but it will also improve the function for user groups requiring storage. Private funds from MTLL/Mequon Heat make up the sole donation towards the new shed. No additional monetary participation is needed to complete the project. The shed will improve the overall user experience of Rotary Park. Rotary Park sees considerable use throughout the season by three (3) different stakeholder groups.

Attached is the signed Dedication Agreement executed by MTLL/Heat.

### **Analysis**

Based on preliminary analysis there are no zoning issues with the proposed location of the shed. A building permit is required from the Inspections Division prior to construction being started.

The shed will be built on a concrete floor with a garage door entry on the south side, and a man door entry on the east side. The building will be constructed identically to the shed that is currently at River Barn Park. The materials include fiber cement exterior siding and trim, with asphalt shingle roof. The overhead door and man door will each be steel.

### **Fiscal Impact**

MTLL has estimated that the costs associated with the construction of the shed will be approximately \$12,500. All additional or other expenses associated with the project will be incurred directly by MTLL/Heat. The City of Mequon will not participate in any further costs associated with completion of the project.

### **Recommendation**

A recommendation in favor of approving the development and dedication agreement was approved by the Park & Open Space Board on June 19, 2024. A further recommendation is

forthcoming from the Finance-Personnel Committee on July 9, 2024.

Attachments:

Letter Request (PDF)

Site Placement(PDF)

Rotary Drawing Set (PDF)

MTLL Baseball Dedication Agreement MOU 2024 - Rotary Shed (PDF)

COMMON COUNCIL  
OF THE  
CITY OF MEQUON

RESOLUTION 4134

A Resolution Approving a Development & Dedication Agreement with Mequon-Thiensville  
Little League/Mequon Heat for a Replacement Storage Shed at Rotary Park

**RECITALS**

A. The City owns active and passive use parklands for the use and enjoyment of its residents, and other users.

B. The Park and Open Space Board of the City of Mequon and the City are authorized to accept monetary and in-kind donations for parks and parklands with the approval of the Common Council of the City of Mequon, pursuant to Section 27.08 (2)(b), Wisconsin Statutes.

C. The Mequon-Thiensville Little League/Mequon Heat (MTLL/Heat) has offered to donate infrastructure including a storage shed at Rotary Park.

D. MTLL/Heat estimates the cost of this infrastructure at approximately \$12,500.

E. The City's Donation Policy requires that real property donations over \$5,000 cannot be accepted without prior approval from the Common Council.

F. MTLL/Heat and the City will execute a Dedication Agreement to address unbudgeted and ongoing expenditures related to maintenance.

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

1. The City be and is hereby authorized to accept the donated infrastructure of the Rotary Park storage shed from MTLL/Heat, with its grateful appreciation.

2. Upon the completion of the construction of all improvements and infrastructure required for the project or upon written notification to MTLL/Heat from the City, MTLL/Heat shall donate the constructed improvements and all associated documentation related thereto, including but not limited to any architectural drawings, plans, engineering reports and/or surveys, to the City for public purposes.

3. The appropriate parties are authorized to execute the Dedication Agreement between MTLL/Heat and the City as attached to this resolution subject to any typographical, technical or legal changes deemed necessary and appropriate by the City Attorney..

---

Approved by: Andrew Nerbun, Mayor

Date Approved: July 9, 2024

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on July 9, 2024.

---

Caroline Fochs, City Clerk

April 23, 2024

Mike Gies  
Parks and Forestry Superintendent  
City of Mequon  
11333 N. Cedarburg Road  
Mequon, WI 53092

**Re: Rotary Park Baseball Storage Shed**

Approval Packet

Dear Mike:

Mequon Thiensville Little League/Mequon Heat hopes to replace the existing storage shed on the north side of the park and is looking to obtain City Council approval.

The existing shed is located north of the Reuter Pavilion, at the edge of the Pukaite Woods and next to the batting cages. It was built more than 20 years ago and has fallen into disrepair. We are proposing to remove the shed and replace it with a new shed slightly east of the existing building.

We propose to build the shed on a concrete floor with a garage door entry on the south side, and a man door entry on the east side. The building would be constructed identically to the shed at River Barn Park (size and materials), which was built in 2017. Those materials include fiber cement exterior siding and trim with an asphalt shingle roof. The overhead door and man door would each be steel.

It is the goal of the group to construct the shed, then remove the existing shed. Any damage to the grass area south of the proposed shed will be repaired.

The anticipated costs for these improvements are approximately \$6,000 for the concrete and finishing and \$4,000 for the building. Running power to the building for interior outlets and a light, as well as an exterior light are desired, and are expected to cost \$2,500. The total anticipated cost for the project is \$12,500.

Should the Council approve this request in May, we still hope to have this work executed during the summer of 2024.

Attached to this letter is an aerial photograph showing the work area, as well as the proposed dedication agreement. I believe this fulfills the required information, but please let me know if you need anything else.

Sincerely,

Jack Blume-MTLL/Mequon Heat

Attachment: Letter Request (RESOLUTION 4134 : Rotary Shed Donation)

Rotary Park  
Storage Shed  
Site Location  
4/23/24

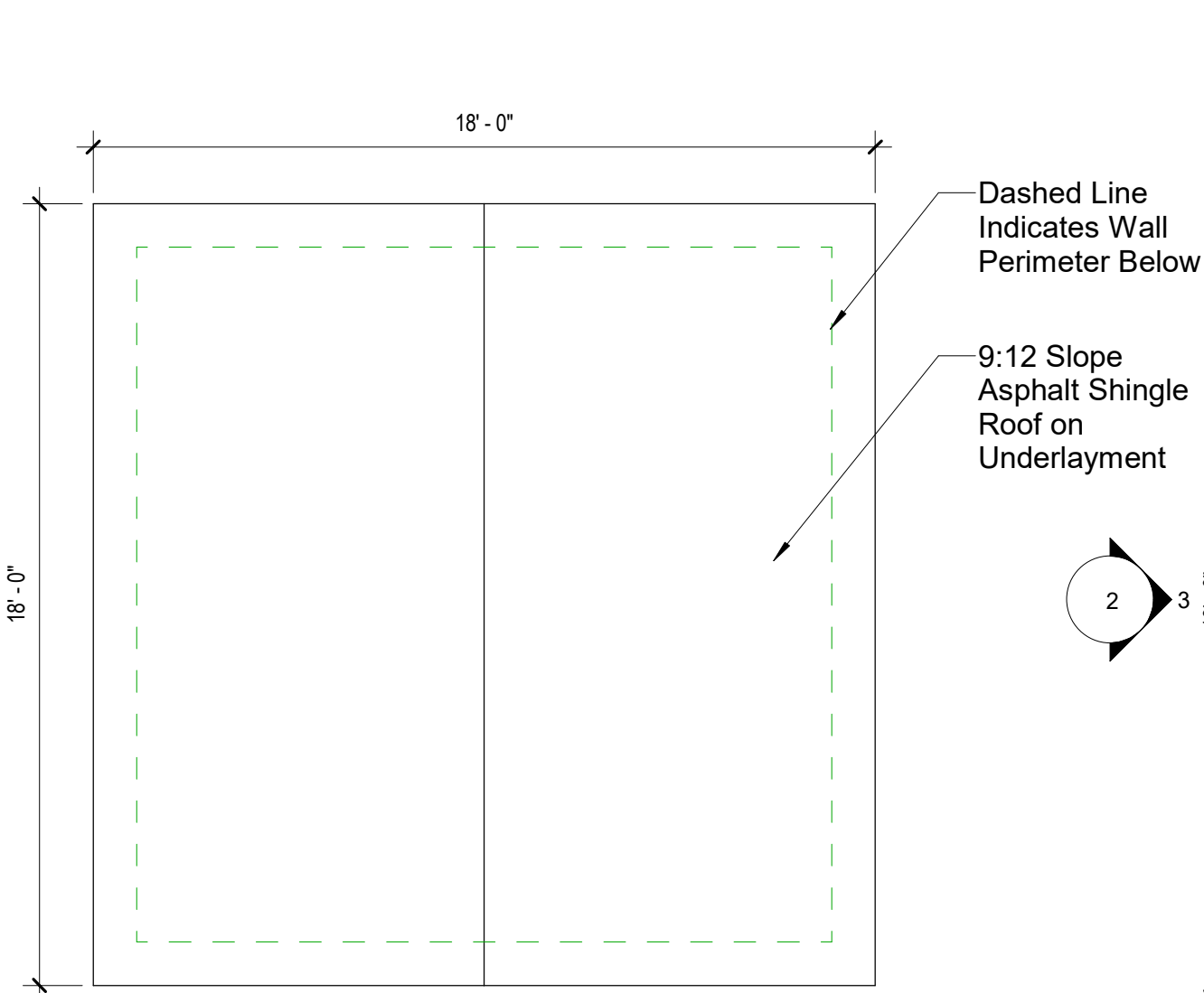


Attachment: Site Placement (RESOLUTION 4134 : Rotary Shed Donation)

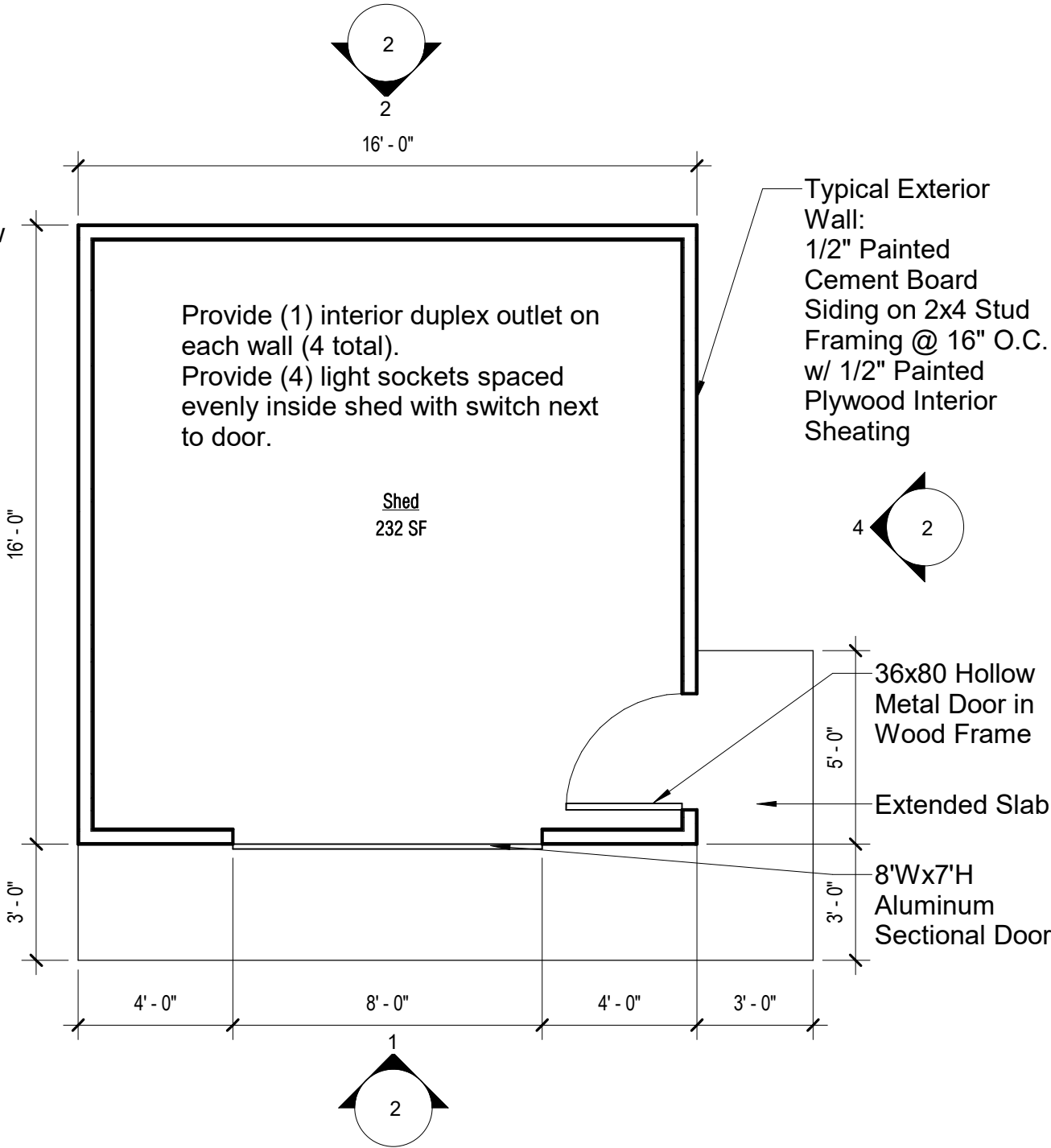
Kyus soccer practice



THE CLIENT AGREES TO INDEMNIFY AND HOLD THE ARCHITECT HARMLESS FROM ANY DAMAGE, LIABILITY, OR COST, INCLUDING ATTORNEYS FEES AND COSTS OF DEFENSE ARISING FROM ANY CHANGES OR ALTERATIONS MADE BY ANYONE OTHER THAN THE ARCHITECT, OR FROM ANY REUSE OF THE DRAWINGS AND DATA WITHOUT THE PRIOR WRITTEN CONSENT OF THE ARCHITECT.



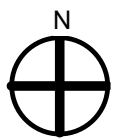
**2** Roof Plan  
1/4" = 1'-0"



**1** Floor Plan  
1/4" = 1'-0"

1/4" = 1'-0"

Sheet Name  
Plans



Project:  
Rotary Park Ballfields

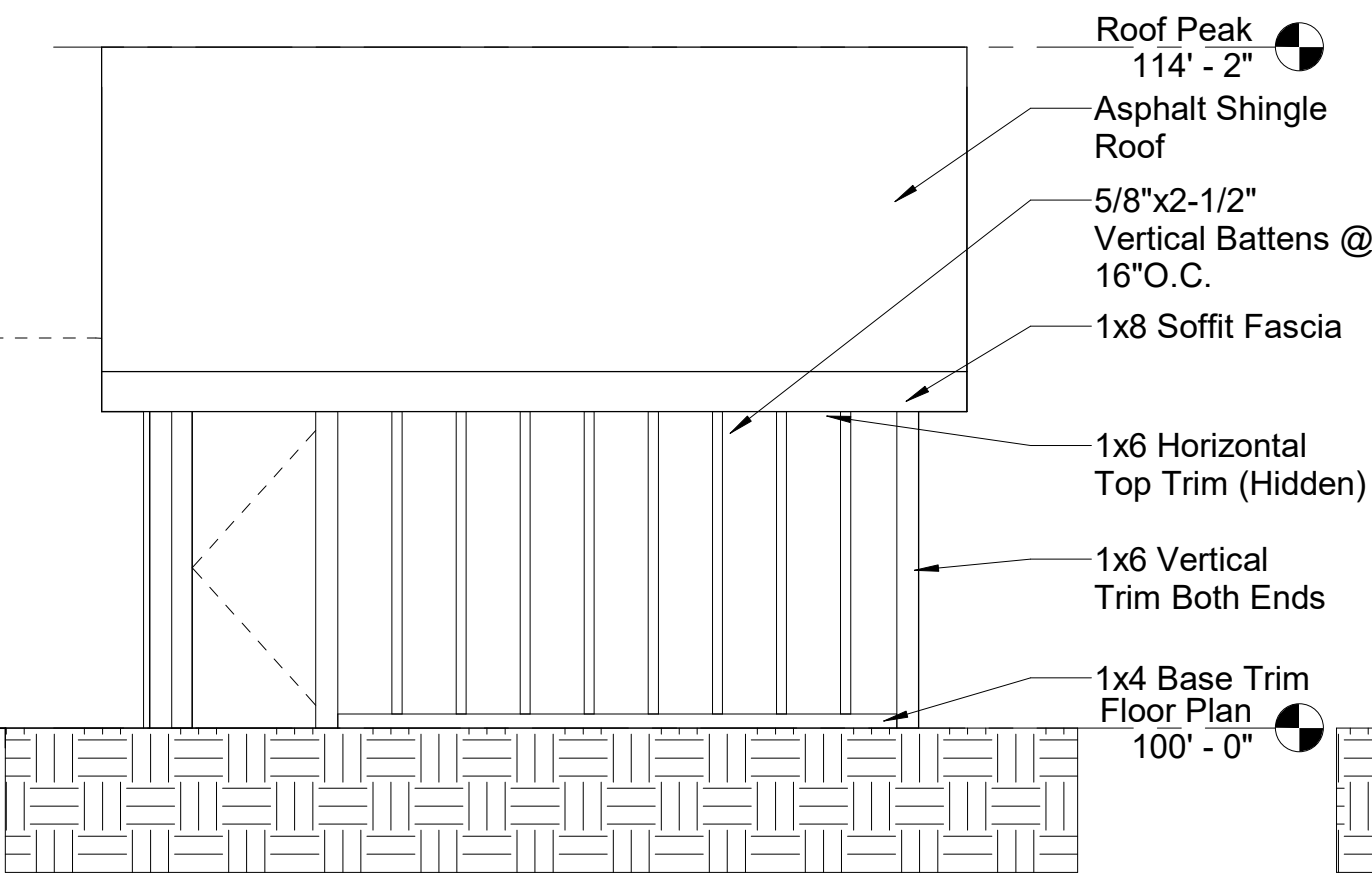
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Date:  
4/19/24

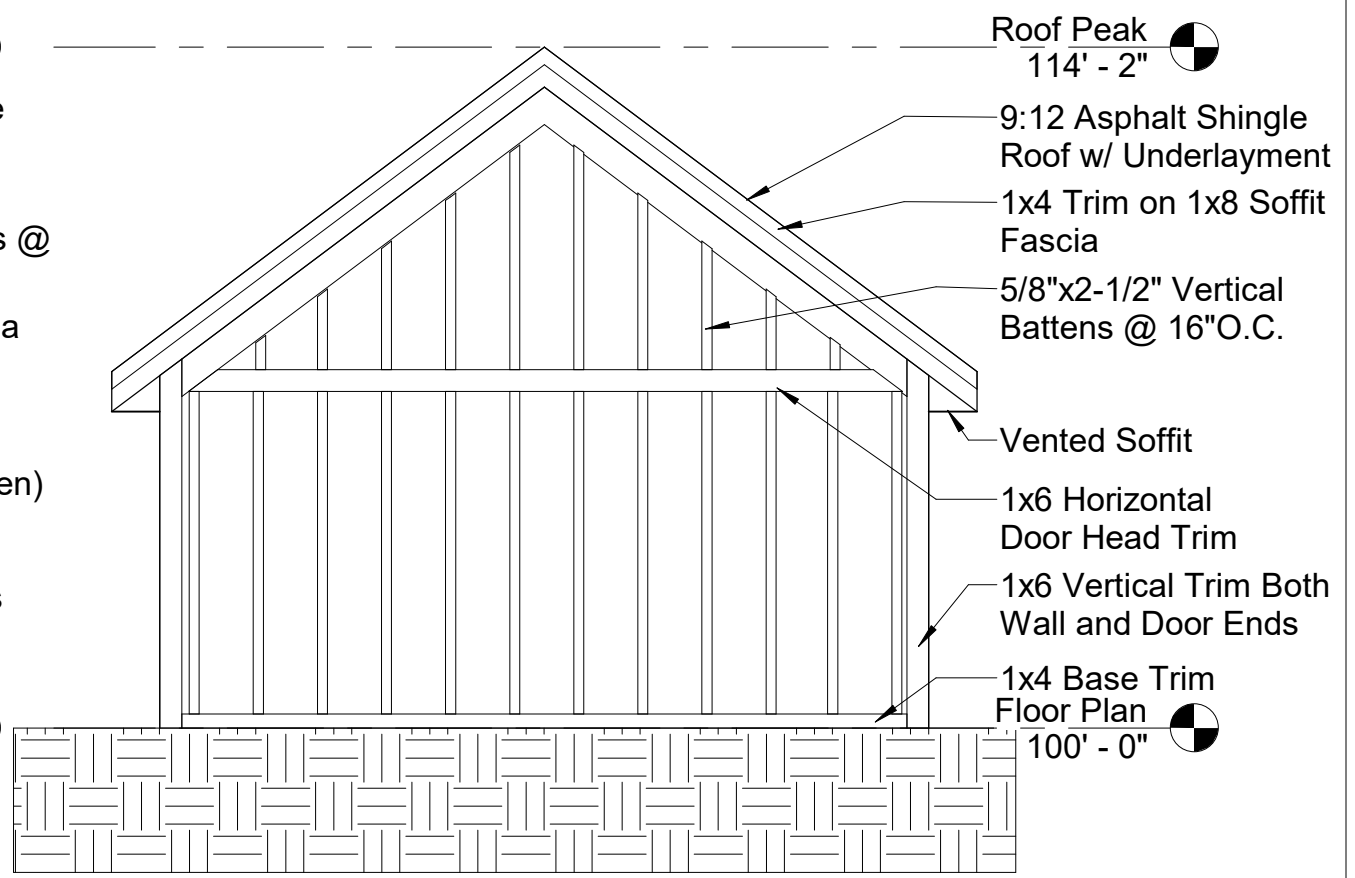
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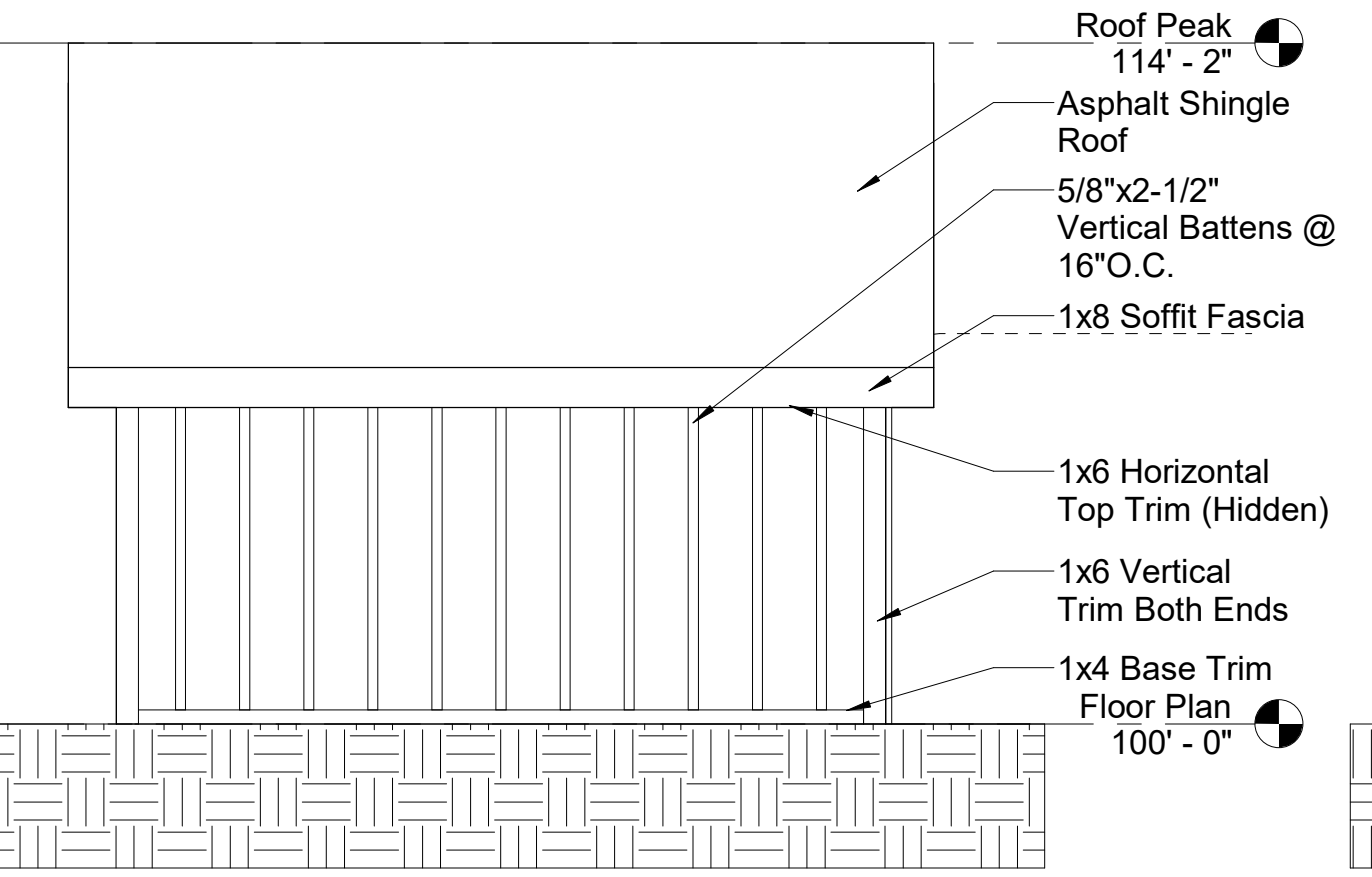
THE CLIENT AGREES TO INDEMNIFY AND HOLD THE ARCHITECT HARMLESS FROM ANY DAMAGE, LIABILITY, OR COST, INCLUDING ATTORNEYS FEES AND COSTS OF DEFENSE ARISING FROM ANY CHANGES OR ALTERATIONS MADE BY ANYONE OTHER THAN THE ARCHITECT, OR FROM ANY REUSE OF THE DRAWINGS AND DATA WITHOUT THE PRIOR WRITTEN CONSENT OF THE ARCHITECT.



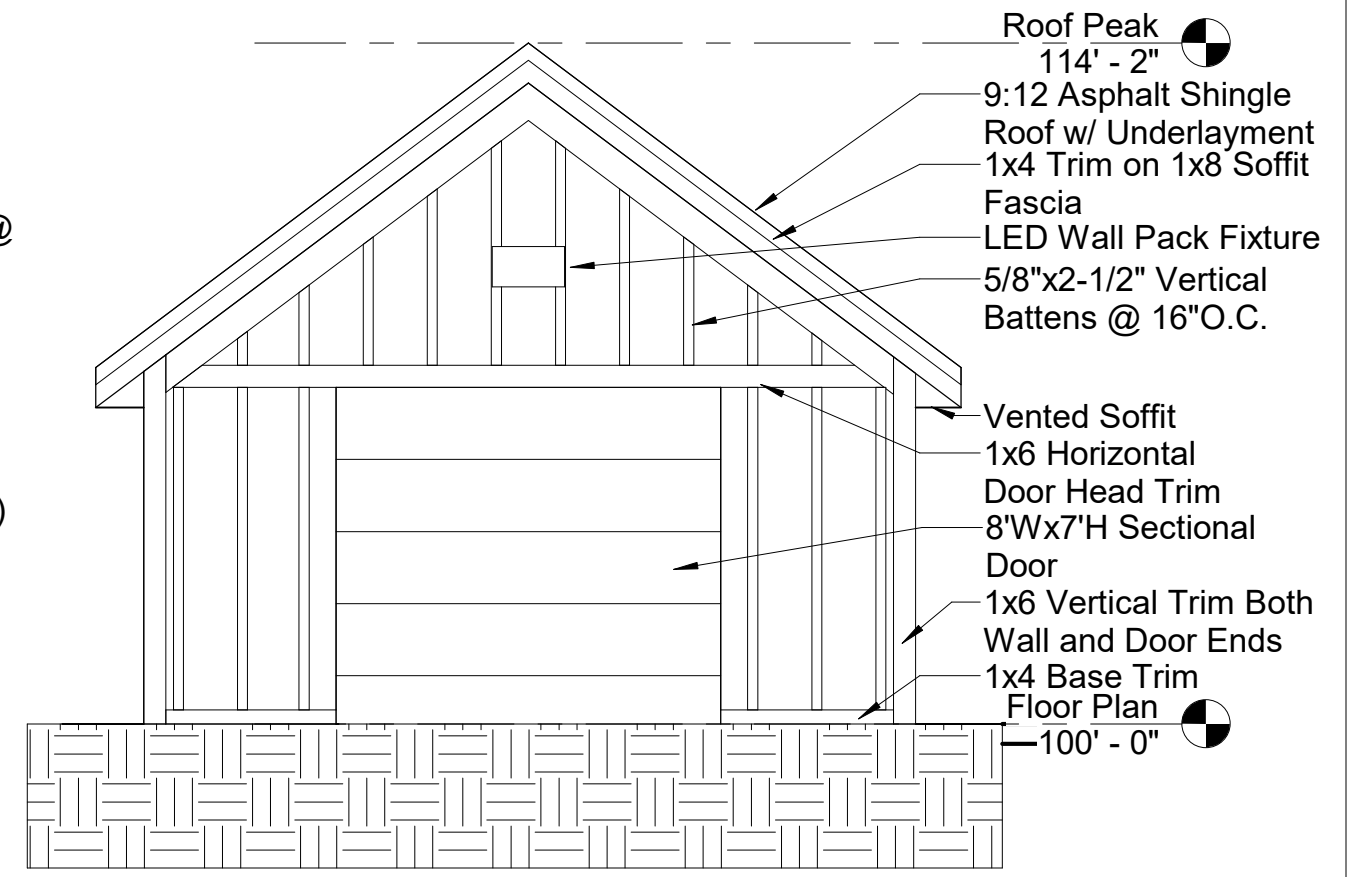
4 East Elevation  
1/4" = 1'-0"



2 North Elevation  
1/4" = 1'-0"



3 West Elevation  
1/4" = 1'-0"



1 South Elevation  
1/4" = 1'-0"

Note: cement siding and battens to be James Hardie color Khaki Brown; trim to be Cobble Stone

8.a.c

2122 West Mt. Vernon Avenue | Milwaukee, WI 53233 | zastudios.com  
TELEPHONE 414.476.9503

zimmerman

ARCHITECTURAL STUDIOS

1/4" = 1'-0"

Sheet Name  
Exterior Elevations

Project:  
Rotary Park Ballfields

Location:  
Enter address here

Date:  
4/19/24

Project No.:  
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2

Packet Pg. 133

Attachment: Rotary Drawing Set (RESOLUTION 4134 : Rotary Shed Donation)

## **DEVELOPMENT and DEDICATION AGREEMENT FOR A REPLACEMENT STORAGE SHED AT ROTARY PARK**

**THIS DEVELOPMENT and DEDICATION AGREEMENT** ("Agreement"), made as of the 23rd day of May 2023, by and between Mequon-Thiensville Little League/Mequon Heat (MTLL) ("MTLL") and the City of Mequon, Wisconsin ("CITY") (referred to individually, each of the foregoing is a "Party" and collectively, the "Parties").

### **RECITALS**

**WHEREAS**, Rotary Park is part of the CITY's park system and are under the jurisdiction of the CITY and the Mequon Park and Open Space Board; and

**WHEREAS**, the CITY's Comprehensive Park, Recreation & Open Space Plan ("Park Plan") identifies recreational facilities and active and passive parks as critical components enhancing the quality of life within the City of Mequon; and

**WHEREAS**, the Park Plan identifies Rotary Park as a community park with a list of specifically prioritized park improvements; and

**WHEREAS**, sport-specific park improvements are not among the highest priorities for Rotary Park within the Park Plan; and

**WHEREAS**, MTLL utilizes Rotary Park; and

**WHEREAS**, MTLL has indicated a need for storage shed replacement to improve the needs of the organization (the "Project"); and

**WHEREAS**, MTLL proposes to replace the existing 8'x8' shed, at its sole cost of construction; and

**WHEREAS**, adding infrastructure to a public park facility results in maintenance costs to the CITY upon construction of said infrastructure; and

**WHEREAS**, without the MTLL Project, the City would not incur these maintenance costs; and

**WHEREAS**, MTLL has agreed to donate the infrastructure to the City and participate in ongoing operation and maintenance responsibilities and cost; and

**WHEREAS**, MTLL has raised funds sufficient to pay for the design and construction of the Project that it intends to construct on CITY property and then turn the Project over to the CITY by way of dedication; and

**WHEREAS**, the CITY has reviewed and approved the plans and renderings for the Project and agrees that the Project would be an asset to the CITY and the residents of the CITY, but needs

to make sure that the Project will be completed in a timely and workmanlike manner without the expenditure of any CITY money;

**NOW, THEREFORE**, the Parties agree as follows:

## **ARTICLE I OBLIGATIONS OF THE PARTIES**

1. MTLL shall construct, at its sole cost and expense, the Project within Rotary Park in accordance with the Approved Plans for the Project, which is attached hereto and incorporated herein by reference as Exhibit A.
2. The Project will be managed by MTLL under the oversight of the CITY.
3. After the Project is fully completed (as determined by the CITY) MTLL shall dedicate the Project to the CITY, and the CITY shall accept dedication of the Project.
4. After the Project is dedicated to the CITY, the CITY shall take over all responsibility for the use and maintenance of the Project. However, the City will consider subsequent contributions from MTLL, both monetary and in-kind, of the ongoing maintenance requirements for the Project.
5. CITY will provide reasonable access to MTLL at Rotary Park for the construction of the Project.
6. Recommendation from the Park and Open Space Board constitutes review of architecture as required by the City of Mequon Code of Ordinances.
7. Recommendation by the Park and Open Space Board, Finance-Personnel Committee and approval of the Common Council does not constitute the right to construct. Proper permits must be obtained through the City Inspections Division.
8. MTLL shall be responsible for ensuring that all needed utilities are provided to the Property. MTLL shall be solely responsible for marking all underground utilities prior to the Project and shall be responsible for any damage that may occur as part of the construction.
9. Any easement that may be required for the installation of private utilities requires Common Council approval.
10. CITY agrees to pay the ongoing utility costs associated with the Project after acceptance of the dedication.
11. MTLL shall not charge any fee for the use of the property without the express written consent of CITY, which consent can be withheld in its absolute discretion.

12. Should CITY renovate Rotary Park to the extent that the shed is impacted, MTLL is not owed repayment or damages for donated infrastructure.

## ARTICLE II REPRESENTATIONS AND WARRANTIES

**Section 2.1** Representations and Warranties of CITY. The CITY makes the following representations and warranties:

(1) CITY is a municipal corporation of the State of Wisconsin and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) CITY makes no representation or warranty, either express or implied, as to the Property, or its condition or the soil conditions thereon, or that the Property shall be suitable for MTLL's purposes or needs.

(3) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any law, ordinance, charter, contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the CITY is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(4) The private development of the Project is consistent with the public purposes, plans and objectives of the CITY.

**Section 2.2** Representations and Warranties of MTLL. MTLL makes the following representations and warranties:

(1) MTLL is a Wisconsin Non-Stock/Non-Profit Corporation and has the power to enter into this Agreement and to perform its obligations hereunder and is in good standing under the laws of the State of Wisconsin.

(2) MTLL will cause the Project to be constructed in accordance with the terms of this Agreement, the Plans and Specifications and all local, state and federal laws, ordinances, approvals, licenses, and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws, ordinances and regulations), except for minor changes to the Plans and Specifications approved in writing by CITY staff which will not have a material adverse effect on the Project.

(3) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which MTLL is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(4) Insurance. MTLL or its contractors shall maintain, until CITY's acceptance of the dedication of the Project, Commercial general liability insurance covered under a comprehensive general liability policy including contractual liability issued by insurers licensed in the State of Wisconsin, with Best's A ratings and in the financial size category as insurers of similar projects, with such policies (the "Insurance Policies") in amounts maintained by developers of similar projects, and insuring against bodily injury, including personal injury, death, property damage and other risks and casualties. Each Insurance Policy shall require the insurer to provide at least thirty (30) days prior written notice to the CITY of any material change or cancellation of such policy. The CITY shall be named as an additional insured/loss payee on all policies of insurance except worker's compensation insurance. MTLL further understands and agrees that any builders risk coverage is its responsibility.

(5) Indemnification. Except as caused, in whole or in part, by negligence or wrongful act or omission of the CITY, if the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the negligence or wrongful act or omission of MTLL or its contractors, subcontractors or materialmen in their performance of this Agreement or from MTLL's failure to comply with any of the provisions of this Agreement or of law, MTLL shall indemnify and hold the CITY harmless from any and all claims and judgments for damages, and from costs and expenses to which the CITY may be subjected or which it may suffer or incur by reason thereof, provided; however, that the CITY shall provide to MTLL promptly, in writing, notice of the alleged loss, damage or injury.

(6) The Project shall at all times be subject to CITY inspection and approval, and the CITY shall not be required to accept conveyance of the Project unless it has been constructed in a good workmanlike manner, in accordance with the approved plans. Following approval by the CITY of the completed Project, the Project shall be dedicated and conveyed to the CITY, at no cost or expense to the CITY. MTLL shall provide to the CITY, from the general contractor constructing the Project, a one-year warranty against defects in construction, materials and workmanship, from the date of conveyance to the CITY, in a customary form reasonably acceptable to the CITY.

(7) MTLL acknowledges and agrees that it is not entitled to any just compensation for the donation of the improvements to CITY and that this donation is a material inducement for CITY to permit the construction of such improvements upon CITY-owned real property.

(8) MTLL acknowledges and agrees that CITY will ultimately own and operate the improvements associated with the Project and has the right to provide use of the improvements to other entities, subject to CITY approval.

### **ARTICLE III DEFAULT AND REMEDIES**

The occurrence of any one or more of the following events shall constitute a default ("Default") hereunder.

(a) Any representation or warranty made by MTLL or the CITY in this Agreement, or any document or financial statement delivered by MTLL pursuant to this Agreement, shall prove to have been false in any material respect as of the time when made or given; or

(b) Except as provided for in (a), MTLL or the CITY shall breach or fail to perform timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following written notice thereof from the other party; however, if the breach or failure was not the result of an intentionally wrongful act or omission of the breaching party and the breach or failure cannot be cured using commercially reasonable and diligent efforts within such 30-day period but could, with additional time, be cured using commercially reasonable and diligent efforts, such 30-day cure period shall be extended for the period reasonably necessary to cure if (and for such period as) (i) the breaching party uses commercially reasonable and diligent efforts during such 30-day period; (ii) the breaching party continues to use all commercially reasonable and diligent efforts to cure after such 30-day period; and (iii) such efforts are adequate to ensure a cure; or

(c) Construction of the Project shall be abandoned (no material work having been completed) for more than ninety (90) consecutive days after commencement, or if the Project is not completed on or before the deadlines set forth in this Agreement, or if any portion of the Project shall be damaged by fire or other casualty and not be repaired, rebuilt or replaced; or

(d) If MTLL shall cease to exist; or

Except as otherwise set forth in this Agreement, upon the occurrence of any Default, without further notice, demand or action of any kind by the non-defaulting party, the non-defaulting party may, at its option, pursue any or all of the rights and remedies available at law and/or in equity against the defaulting party and/or the Project. The non-defaulting party shall also have the right to suspend performance of any of its obligations or covenants under this Agreement and/or to terminate this Agreement. Except as otherwise set forth herein, no remedy herein conferred upon the non-defaulting party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity. No failure or delay on the part of the non-defaulting in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.

MTLL shall pay all costs and expenses, including attorney's fees and costs, associated with the enforcement of the CITY's rights against MTLL under this Agreement, including without limitation the enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving MTLL. Any and all such fees, costs and expenses incurred by the CITY which are to be paid by MTLL, shall be paid by MTLL to the CITY within 90 days following delivery of invoices documenting the costs.

#### **ARTICLE IV MISCELLANEOUS PROVISIONS**

**Section 4.1** Execution in Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**Section 4.2** Construction. The Parties acknowledge and represent that this Agreement has been the subject of negotiation by all Parties and that all Parties together shall be construed to be the drafter hereof and this Agreement shall not be construed against any Party individually as drafter.

**Section 4.3** Legal Relationship. Nothing in this Agreement shall be construed to create an employer/employee relationship, joint employer, joint venture or partnership relationship, or a principal/agent relationship.

**Section 4.4** Survival. All agreements, representations, covenants and warranties made herein shall survive the execution of this Agreement and the making of the grants hereunder. This Agreement shall be binding upon the Parties, their respective successors and assigns.

**Section 4.5** No Waiver. The failure of any Party to require strict performance of any provision of this Agreement will not constitute a waiver of the provision or of any other of that Party's rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. A writing waiving a right must be signed by the Party waiving the right. If an obligation of a Party is being waived or released, the writing must be signed by the affected Parties. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any Party. Waivers and releases shall affect only the specific right or obligation waived or released and will not affect the rights or obligations of any other Party that did not sign the waiver or release.

**Section 4.6** Severability of Provisions. If any provision of this Agreement shall be held or declared to be invalid, illegal or unenforceable by reason of its being contrary to any applicable law, such provision shall be deemed to be deleted from this Agreement without impairing or prejudicing the validity, legality or enforceability of the remaining provisions.

**Section 4.7** Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Wisconsin. Except as otherwise specifically and expressly set forth in this Agreement, the venue for any disputes arising under this Agreement shall be the Circuit Court for Ozaukee County.

**Section 4.8** Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any Party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (a) in the case of MTLL is addressed to or delivered personally to:

Steven Wirth  
12517 N. Emily Lane  
Mequon, WI 53092

- (b) in the case of CITY is addressed to or delivered personally to:

Mr. William H. Jones, Jr., City Administrator  
 City of Mequon  
 11333 N. Cedarburg Rd.  
 Mequon, WI 53092

With a Copy to:

Mr. Brian C. Sajdak, City Attorney  
 Wesolowski, Reidenbach & Sajdak, S.C.  
 11402 W. Church St.  
 Franklin, WI 53132

or at such other address with respect to any such Party as that Party may, from time to time, designate in writing and forward to the other, as provided in this Section.

**Section 4.9** Force Majeure. As used herein, the term "Force Majeure" shall mean any accident, breakage, war, insurrection, civil commotion, riot, act of terror, act of God or the elements, governmental action (except for governmental action by CITY with respect to obligations of CITY under this Agreement), alteration, strike or lockout, picketing (whether legal or illegal), inability of a Party or its agents or contractors, as applicable, to obtain fuel or supplies, unusual weather conditions, or any other cause or causes beyond the reasonable control of such Party or its agents or contractors, as applicable. No Party to this Agreement shall be in default hereunder for so long as such Party or its agents and contractors, if applicable, are prevented from performing any of its obligations hereunder due to a Force Majeure occurrence.

**Section 4.10** Compliance. Nothing contained in this Agreement is intended to or has the effect of releasing MTLL, its successors and/or assigns, from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

**Section 4.11** Amendment. This Agreement may be rescinded, modified or amended, in whole or in part, by mutual agreement of the Parties hereto, their successors and/or assigns, in writing signed by all Parties.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the date indicated.

CITY OF MEQUON

Dated: _____

BY: _____  
Andrew Nerbun, Mayor

ATTEST:

BY: _____  
Caroline Fochs, Clerk

Mequon-Thiensville Little League/Mequon  
Heat, LLC

Dated: _____

BY: _____

## APPOINTEE INFORMATION SHEET

Name of Board or Commission: Ethics Board

Position: Member  
(Indicate Member, Trustee, Alternate, Architect, etc).

Name of Appointee: Richard Mueller

Address: 10529 N. Burning Bush Lane (53092)  
(Include zip code)

Appointment by Mayor: _____ Appointment by Alderman: Jeffrey Hansher

At Large Appointment: _____ Aldermanic  
Dist. Appointment 4  
(Dist. Number)

Appointee Term Length: 3-year term Appointee Term  
Expiration Date: 5/1/2027

Comments: Previously served on Ethics Board for District 6 before redistricting

## TYPE OF APPOINTMENT

New: X Reappointment: _____

If new, is this appointment filling an unexpired term? Yes: _____ No: _____

Name of person being replaced: Stephen DeGuire

Date submitted to Council: July 9, 2024

Copy to Website _____



**CITY OF MEQUON**  
**BOARD, COMMISSION AND/OR COMMITTEE TALENT BANK APPLICATION**  
 Please complete and return to the Administration Office, Mequon City Hall,  
 11333 N. Cedarburg Rd. Mequon, 53092 or email to [cenea@ci.mequon.wi.us](mailto:cenea@ci.mequon.wi.us).

Name: RICHARD MUELLER

Address: 10529 N. BURNING BUSH LANE Zip Code: 53092

Home Phone Number: (262) 236-0343 Cell Phone Number: (414) 698-5953

Years of Residence in Mequon: 24 Occupation: PHARMACIST

Can you be reached during working hours: yes Work Phone: _____

E-mail Address (es): rjmuel@wi.rr.com

Would you be able to attend scheduled evening meetings on a regular basis: yes

Qualifications for Appointment: trustworthy upstanding Mequon citizen  
long-standing resident of WI.  
long-term member and president of our HOA in Mequon.  
Owner and Board member condominium association in Door County WI  
owner, member, HOA, Naples, Florida

**Education, Work Experience, Civic Background:**

Professional Pharmacy degrees - three  
Masters of Business Administration

**Public Service and/or Civic Involvement:**

- BOARD MEMBERSHIP / LIASON  
HUD / WHEA building located in St. Francis, WI  
- BOARD MEMBERSHIP / VOLUNTEER  
→ OPEN ARMS FREE CLINIC, Elkhorn, WI - Past  
→ Bread of Healing Clinic, Milwaukee WI - current volunteer

Revised: June 2023

Attachment: Mequon Mueller Richard Ethics Board Application (9508 : Appointment to Ethics Board)

Why are you seeking appointment to this Board/Commission/Committee?

I have part of Mequon's Ethics Board for a few years.  
Since

What is your understanding of the role and responsibility of the Board/Commission/Committee you are seeking appointment to?

Be part of a panel/committee ~~that~~ that hears  
registered complaints from Mequon constituents re: their property  
valuations

Rate the Board(s), Commission(s) and/or Committee(s) in order of preference with #1 being first choice:

- |                                                                          |                                                                                    |
|--------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Architectural Board                  | <input type="checkbox"/> Joint Mequon-Thiensville Bike & Pedestrian Way Commission |
| <input checked="" type="checkbox"/> Board of Appeals                     | <input type="checkbox"/> Landmarks Commission                                      |
| <input checked="" type="checkbox"/> Board of Police & Fire Commissioners | <input type="checkbox"/> Mequon Nature Preserve Advisory Committee                 |
| <input checked="" type="checkbox"/> Board of Review                      | <input type="checkbox"/> Milwaukee River Advisory Committee                        |
| <input checked="" type="checkbox"/> Economic Development Board           | <input type="checkbox"/> Park and Open Space Board                                 |
| <input type="checkbox"/> Ethics Board                                    | <input type="checkbox"/> Planning Commission                                       |
| <input type="checkbox"/> Festivals Committee                             | <input type="checkbox"/> Southern Ozaukee Fire Department Board                    |
| <input type="checkbox"/> Frank L. Weyenberg Library                      | <input type="checkbox"/> Tree Board                                                |
| <input type="checkbox"/> Board of Trustee                                |                                                                                    |
| <input type="checkbox"/> Hiram Schmid Fund                               |                                                                                    |

The following information will be held in confidence and is for review if considered for the Board of Police and Fire Commission. Have you ever been convicted of a criminal offense? No

Would you be willing to allow the Police Department to conduct a background investigation? Yes

I understand that the information provided to the City of Mequon contained herein becomes public upon submittal of this application.

Richard J. Mueller  
Signature

3-4-2024  
Date

Resume  
**Richard J. Mueller, PharmD, MBA, MS**

10529 North Burning Bush Lane  
 Mequon, WI 53092  
 M (414)698-5953  
 E-mail: [rjmueller@wi.rr.com](mailto:rjmueller@wi.rr.com)

**Formal Education**

08/13	Master of Science Pharmacoeconomics	University of Florida College of Pharmacy Gainesville, Florida
12/99	Doctor of Pharmacy	University of Wisconsin-Madison School of Pharmacy Madison, Wisconsin
05/94	Master of Business Administration	Cardinal Stritch University Milwaukee, WI
05/87	Bachelor of Science in Pharmacy	University of Wisconsin-Madison School of Pharmacy Madison, Wisconsin

**Licensure**

Registered Pharmacist      Wisconsin #11086 (active); Illinois #037346 (active);

**Professional Experience**

01/22- Present	Consultant Pharmacist, RJM Pharmacy Consulting, LLC.  Provide consultative and strategic insight to small Medicare Advantage and Free Clinic organizations on pharmacy related matters.
01/21- 06/21	Vice President, Clinical Strategy, Pharmastar. Altoona WI. Chief Client Officer: Dr. Celynda Tadlock, PharmD  Responsibilities: Clinical program development for small pharmacy benefits as well as troubleshooting that results in a better client experience.
07/06 - 02/21	Director of Pharmacy Services, Community Care, Inc. Milwaukee, WI Program Officer: Ms. Kelly Carter

Richard J. Mueller, PharmD, MBA, MS

Responsibilities: Overall direction and management of a department providing traditional clinical and distributive pharmacy services within a managed care environment.

: Administration, and oversight of pharmacy–related services for Medicare Part D- PACE and special needs plans.

Achievements:

- Implemented and successfully managed Medicare Part D Plans, including prescription claim services, PBM oversight, compliance oversight, Formulary Administration and MTM Programs.
- Developed an in-house dispensing pharmacy providing complex medication regimens to frail elder, physically- and developmentally disabled members.
- Established a pharmacist managed anticoagulation monitoring service.

08/16 - Consultant, Milliman, Inc., Brookfield WI  
12/16 Principal & Consulting Actuary: Mr. Frank Kopenski

Responsibilities: Assisted in the development of an analytical tool intended for PACE organizations to assess medication use across a population.

03/04 - Clinical Pharmacist, Community Care, Inc. Milwaukee, WI  
07/06 Medical Director: Dr. Mary Gavinski, MD

Responsibilities: established and provided clinical pharmacy services supporting internal and external prescribers as well as clinical nurses.

Achievements:

- Established in-house medication review process.
- Developed a Pharmacy and Therapeutics Committee that is responsible for Plan formularies.
- Implemented multiple cost-saving measures relating to medication utilization.
- Developed a Medication Safety Committee monitoring medication utilization for safety.
- Established a pharmacy clerkship site for the UW-Madison, Concordia, and Midwestern Schools of Pharmacy, Doctor of Pharmacy Program.

12/95 - Relief Pharmacist, Walgreens Co., Wauwatosa, WI  
present Area Healthcare Supervisor: Rocky Ladien, RPh

Responsibilities: Traditional retail prescription dispensing.

06/99 - Pharmacy Consultant, Merck Medco, Waukesha, WI  
09/02

Richard J. Mueller, PharmD, MBA, MS

Responsibilities: Reviewer of computer-generated drug conflicts for large client bases of a pharmacy benefits management company.

06/89 -  
03/04

Clinical Pharmacist, Aurora Sinai Medical Center, Milwaukee, WI  
Pharmacy Manager: Christine Lodl, RPh

Responsibilities: Pharmacy Program Coordinator for the Acute Care for the Elderly Unit, a unit dedicated to treating the frail elderly; liaison to the physicians and staff of Wisconsin Parkinson Association; preceptor-pharmacy practice residents, and pharmacy students.

Program responsibility for the Neonatal Intensive Care Unit; staffing with Intensive Care Team; providing in-service to health care staffs; traditional inpatient pharmacist staffing.

4/90-  
10/92

Pharmacy Manager, Cesarz Infusion Therapy Service, Appleton, WI  
President: Paul M. Cesarz, RPh

Achievements:

- Established a home infusion company serving the Fox Valley Area of Wisconsin.
- Established professional relationships with hospitals, physician groups, insurance companies, and case management companies.
- Developed a marketing audit and plan.
- Prepared and implemented measures required for a successful JCAHO survey.

6/88-  
6/89

Director of Pharmaceutical Services, Shawano Community Hospital, Shawano, WI  
Department under contract with HPI Health Care Services, Albuquerque, NM

Responsibilities: Overall financial and personnel management for the pharmacy department of a 53- bed community hospital; developed and implemented clinical pharmacy programs to meet standards of the JCAHO; provided traditional distributive pharmacy services.

Attachment: Rich Mueller Resume 012023 (9508 : Appointment to Ethics Board)

### Other Pharmacy Experience

03/03            Investigational Drug Study. Wisconsin Parkinson Association  
Principal Investigator: Dr. Paul Nausieda, MD

Project Description: This study demonstrated the comparative impact of antidepressant medications on the functional well-being of Parkinson's disease patients.

Responsibilities: Randomization and medication preparation for 40 patients receiving three treatment arms, whereby each enrollee served as their own control. Study medication was blinded to the patients and investigators.

12/01            Investigational Drug Study. UW Medical School  
"Use of Zantac OTC in conjunction with Prilosec for the relief of heartburn."  
Principal Investigator: Dr. Nimish Vakil, MD, FACP

Project Description: This study investigated the use of over-the-counter histamine blocking agents for patients who experience breakthrough reflux while already taking a daily administered proton pump inhibitor medication.

Responsibilities: Randomization and preparation of medications for 30 patients who were to receive active medication or placebo. Study medication was blinded to the patient and the investigators.

### Papers and Presentations

Perkins CA, Mueller RJ, Longo LA (2000) A guide to using psychotropic medications with anti-HIV medications. *Primary Psychiatry*. Dec. 7, 2000 Vol. 7(12).

Mueller RJ, Mount JK (1999) Effects of terminating a health care program for a medically underserved population. Paper presented at the Annual Meeting of the American Pharmaceutical Association, San Antonio, March 1999.

Mueller RJ (1994) Home Infusion Therapy Services for Aurora Health Care. Management Decision Paper in partial fulfillment of the Master of Business Administration Degree, May 1994.

### Professional Activities

- Medicines for Humanity. Volunteer Pharmacist Consultant. Cameroon, Africa (2014-present).
- Academy of Managed Care Pharmacy: Member (2011-present).
- Pharmacy Society of Wisconsin: member (1990-present); Long Term Care Section Member (2008-2012) and Chair (2009-2010).
- Phi Delta Chi Pharmacy Fraternity: member (1984-present); Distinguished Chapter Alumnus (2011).

**Community Involvement**

- Juniper and Canticle Courts (HUD and WHEDA housing for elderly and disabled), sponsored by the Order of St. Francis of Assisi. Member, Board of Directors (2007-2019); Nominations Committee chair (2010-2017); President (2017-2018).
- Open Arms Free Clinic, Elkhorn, WI. Board Member (2014-2019), Nominations Committee Chair (2014-2019).
- Bayberry Fields Homeowners Association, Mequon, WI. President (2014-2019).
- Bay Shore Inn Condominium Association. Member, Board of Directors (1999-2003; 2006-2009; 2014-present).
- Boy Scout Troop 852, sponsored by the Thiensville-Mequon, WI Rotary Club. Scoutmaster (2007-2013).

References available upon request.