



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
Wednesday, August 10, 2022 - 7:30 PM
or immediately following the
Sewer Utility District Commission Meeting
Christine Nuernberg Hall**

Agenda

) Call to Order

2) Pledge of Allegiance

3) Roll Call

4) Public Hearings:

- a) **ORDINANCE 2022-1625** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code Relating to Maintenance Responsibilities and Green Infrastructure Requirements, in Connection with the City's Certification of Stormwater Facilities; **Recommended by Planning Commission June 27, 2022; First Reading at Common Council July 12, 2022.**

- 1) Public Hearing
- 2) Consideration of Ordinance

- b) **ORDINANCE 2022-1626** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code, to Allow Event Planning Services with Facilities as a Permitted Use within the Town Center Zoning District; **Recommended by Planning Commission June 27, 2022; First Reading at Common Council July 12, 2022.**

- 1) Public Hearing
- 2) Consideration of Ordinance

5) Personal Appearances and Public Comment:

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

6) Public Officials' Reports:

- a) Mayor
- b) City Administrator

7) Consent Agenda:

- a) Common Council meeting minutes of July 12, 2022
- b) Architectural Board meeting minutes of June 13, 2022
- c) Economic Development Board meeting minutes of June 28, 2022
- d) Festivals Committee meeting minutes of June 15, 2022
- e) Finance-Personnel Committee meeting minutes of June 14, 2022
- f) Joint Mequon-Thiensville Bike and Pedestrian Way Commission meeting minutes of May 12, 2022
- g) Planning Commission meeting minutes of June 27, 2022
- h) Public Safety Committee meeting minutes of May 10, 2022
- i) Public Welfare Committee meeting minutes of June 14, 2022
- j) Zoning Enforcement and Site Compliance Report through August 1, 2022
- k) **RESOLUTION 3969** - A Resolution Approving a Second Amendment to the Development Agreement for the Artesa Multi-Family Residential Development Located at 1130 North Buntrock Avenue, Transferring Ownership from Dermond Property Investments, LLC to Milwaukee Dermond, LLC; **Recommendation Forthcoming by Finance-Personnel Committee August 10, 2022.**
- l) Ordinance First Readings

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

- 1) **ORDINANCE 2022-1628** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code to Rezone the Property Located at 10766 Torrey Drive from R-3 (Single-Family Residential) to R-3 with a Planned Unit Development (PUD), to Allow an 11-Lot Cluster Residential Subdivision; **Recommended by Planning Commission July 25, 2022; First Reading.**

8) Ordinances:

ORDINANCE 2022-1627 - An Ordinance Repealing and Recreating Section 2-63(d) of the Mequon Municipal Code, Relating to Mayoral and Aldermanic Vacancies; **Recommended by Public Welfare Committee July 12, 2022; First Reading at Common Council July 12, 2022.**

9) Resolutions:

- a) **RESOLUTION 3966** - A Resolution Authorizing Execution of a Five-Year Lease Agreement for Print & Copier Services with Office Technology Group, Milwaukee, Wisconsin, in the Estimated Amount of \$68,340; **Recommendation Forthcoming by Finance-Personnel Committee August 10, 2022.**
- b) **RESOLUTION 3970** - A Resolution Awarding Contracts for the Replacement of Exterior Doors at City Hall to Quality Door & Hardware LLC, Wisconsin Rapids, Wisconsin in the Amount of \$89,050 and for Access Upgrades to Complex Security Solutions, Inc., of New Berlin, Wisconsin in the Amount of \$20,077; **Recommendation Forthcoming by the Public Works Committee August 10, 2022.**
- c) **RESOLUTION 3971** - A Resolution Approving Amendments to the City of Mequon's FY2022 Fee Schedule, Relating to Financial Guarantees for Stormwater Facilities and Green Infrastructure Projects; **Recommendation Forthcoming by Public Works Committee August 10, 2022.**
- d) **RESOLUTION 3972** - A Resolution Approving a Quit Claim Deed, a Temporary Construction Easement and a Statement of Non-Reimbursement with the Wisconsin Department of Transportation, in Connection with the Interstate-43 Freeway Expansion Project; **Recommendation Forthcoming by Sewer Utility District Commission August 10, 2022.**
- e) **RESOLUTION 3973** - A Resolution Approving a Contract for the Preparation of Bid Documents for Sewer Lateral Repair Work in the Ranch Road Lift Station 'E' Area to raSmith of Brookfield, Wisconsin, in the Amount of \$48,300; **Recommendation Forthcoming by Sewer Utility District Commission August 10, 2022.**

10) Specified Unfinished Business From Prior Meetings: None.

11) Specified New Business: None.

12) Potential Closed Sessions:

- a) Legal Services RFP: The Common Council may convene into closed session pursuant to Wis. Stat. §19.85(1)(c) for the purpose of considering employment, promotion, compensation or performance evaluation data of any public official over which the governmental body has jurisdiction or exercises responsibility, and 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 deemed appropriate.
- b) Potential Claim Against the Mequon Police Department: The Common Council may convene into closed session pursuant to Wis. Stat. §19.85(1)(g) for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to

become involved, and then may reconvene into open session to take such action as deemed appropriate.

- c) Ozaukee County Communications Services Agreement: 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 deemed appropriate.

13) Adjourn

Dated: August 4, 2022

/s/ Andrew Nerbun, Mayor

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

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



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www.ci.mequon.wi.us

Office of Engineering

TO: Common Council
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: June 27, 2022
SUBJECT: ORDINANCE 2022-1625 An Ordinance Amending Chapter 58 of the Mequon Municipal Code Relating to Maintenance Responsibilities and Green Infrastructure Requirements, in Connection with the City's Certification of Stormwater Facilities

Background

The intent of the proposed text amendment is to address two subjects:

- Stormwater Facility Maintenance
- Milwaukee Metropolitan Sewerage District (MMSD) Green Infrastructure Requirements

Please note that the revised joint Municipal Separate Storm Sewer System (MS4) permit for the City of Mequon and Village of Thiensville becomes effective this month. Accordingly, new permit requirements will result in another amendment to the City's stormwater ordinance. However, to address administration in the interim, the proposed amendment is necessary.

Analysis

As indicated, the ordinance proposes two fundamental amendments.

Stormwater Facility Maintenance

For new development or redevelopment projects which trigger stormwater requirements, applicants are required to execute a Stormwater Maintenance and Easement Agreement designating the responsible party. The responsible party is required to administer the stormwater facility certifications, as well as operate and maintain the stormwater facility. In the absence or failure of the responsible party, the City has the right to complete the work and special charge the property owner(s) for the cost.

Prior to the current application process, some stormwater management plans were approved absent a formal Stormwater Maintenance and Easement Agreement. As the City administers the required stormwater facility certification process, some residential developments operate without a homeowner's association. Without a more formal designation, the individual property owner of the lot where the stormwater facility is located could be responsible for the stormwater facilities of the development. The proposed language amends Section 58-678 to distribute the responsibility among all applicable lot owners.

MMSD Green Infrastructure Requirements

In July 2020, MMSD amended its *Chapter 13: Surface and Stormwater Rules* requiring green infrastructure to be installed as a stormwater control measure for new impervious surface exceeding 5,000 square feet, but less than one-half acre, which triggers a full stormwater management plan. Current City ordinances do not include this requirement. The proposed ordinance amends Section 58-674 to pass this requirement through to property owners, as required of the City by MMSD.

The current ordinance requires that stormwater facilities, including green infrastructure, be subject to a drainage financial guarantee. As the MS4 permit holder, and administrator of MMSD Chapter 13 requirements, if the City fails to compel installation of stormwater facilities per ordinance, the City would be responsible for installing the required stormwater facilities. Therefore, applications require a drainage financial guarantee, which is released upon certification that the stormwater facility was constructed per design.

While the drainage financial guarantee is a critical tool in compelling compliance, green infrastructure can be designed and installed without the need for a professional engineer. However, the current ordinance requires a cost estimate be signed and stamped by a professional engineer. Staff further proposes an amendment that would allow the drainage financial guarantee for green infrastructure not requiring a professional engineer, be a value established within the City's annual fee schedule.

Accordingly, a fee schedule amendment accompanies this proposed ordinance amendment on the August Common Council meeting agenda.

Fiscal Impact

The stormwater facility maintenance amendment distributes the cost evenly among benefitting properties, as originally intended. It potentially reduces the fiscal impact to those property owners bearing sole responsibility for the stormwater facility.

The green infrastructure amendment would reduce the cost for applicants submitting plans that do not require a professional engineer for design and potentially reduces the financial obligation when charged as a flat fee. Green infrastructure drainage financial guarantees for the past two years have ranged from approximately \$4,000-\$16,000, typically for single family home residences. By establishing a flat fee, the fiscal impact could be reduced, but would also be understood prior to issuance of a building permit.

Recommendation

On June 27, 2022, the Planning Commission recommended approval of the proposed ordinance amendments by a vote of 8-0.

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2022-1625

An Ordinance Amending Chapter 58 of the Mequon Municipal Code Relating to Maintenance Responsibilities and Green Infrastructure Requirements, in Connection with the City's Certification of Stormwater Facilities

RECITALS

A. The Common Council previously adopted Chapter 58 of the Mequon Municipal Code, which includes regulations concerning stormwater management practices.

B. The Planning Commission and the Common Council desire that the City of Mequon regulations concerning stormwater management practices be consistent with other regulatory agencies.

C. The regulation of stormwater management practices is reasonable and necessary to protect the health, safety and welfare of the residents and the community.

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

SECTION I

Section 58-674 of the Mequon Municipal Code is hereby amended to read as follows (NOTE: Added text is underlined; Deleted text is ~~struck through~~):

Sec. 58-674. - Land disturbing activities subject to erosion, sediment, on-site detention and runoff control.

(d) Development or redevelopment that will increase impervious surface by an area equal to or greater than 5,000 square feet but less than 21,780 square feet (one-half acre), on a net basis, shall include green infrastructure as required by MMSD Rules Chapter 13: Surface Water and Stormwater. If the new impervious surface is within a residential subdivision for which MMSD has approved a stormwater runoff management plan, then no additional stormwater runoff management is required.

~~(d)~~(e) Erosion and sediment control regulations for lands not otherwise subject to this section. Any owner, occupant or user who permits erosion, sediment deposits, tracking or dropping of dirt on adjacent land, public streets or bodies of water from land not otherwise subject to this section, shall be deemed in violation of this section and subject to the penalties provided in chapter 2 of this Code of Ordinances.

SECTION II

Section 58-678 of the Mequon Municipal Code is hereby amended to read as follows
(NOTE: Added text is underlined; Deleted text is ~~struck through~~):

Sec. 58-678. Best management practice ("BMP") maintenance.

- (a) All BMPs shall be maintained and cared for by the developer and subsequently, at such time as the developer passes control of the property and responsibility for general maintenance to a homeowner's association, condominium association, or owner(s) (the "responsible party"), by such responsible party. If a homeowner's association or condominium association is not created or later ceases to exist, and no specific owner(s) are specified in any recorded document as the responsible party, the responsible party shall be each lot in the subdivision or each condominium unit. If a subdivision or condominium was created in phases, all phases shall collectively be considered one subdivision or condominium for purposes of this Section.
- (b) If, in the opinion of the City of Mequon, ~~either the developer or~~ and the responsible party fail to maintain such BMP, the city is authorized to give the developer and/or the responsible party written notice requiring either or both within 30 days thereafter, to cure the failure and to maintain and to provide the required care. If the developer and/or the responsible party fails to comply with the demands of the notice, the city shall have the right to provide the required maintenance and to include in the annual tax bill for each lot in the subdivision or condominium unit a proportionate share of the cost of such maintenance.

SECTION III

Section 58-677(b) of the Mequon Municipal Code is hereby repealed and replaced to read as follows:

- (b) Drainage financial guarantee.

(1) *Establishment of the guarantee.*

- a. The city engineer shall require the submittal of a financial guarantee, the form and type of which shall be acceptable to the city.
- b. The financial guarantee shall give the city the authorization to use the funds to complete the stormwater management practices if the responsible party defaults or does not properly implement the approved stormwater management plan, upon written notice to the responsible party by the city that the requirements of this ordinance have not been met.
- c. For land disturbing activities listed in Section 58-674(c): The financial guarantee shall be in an amount equal to 125 percent of the estimated cost of construction

and maintenance of the stormwater management practices, as determined by the city, during the period which the designated party in the maintenance agreement has maintenance responsibility. The applicant shall provide to the city engineer the estimated costs of construction and maintenance which shall be calculated, stamped and signed by a professional engineer registered in the State of Wisconsin.

- d. For land disturbing activities listed in Section 58-674(d): The financial guarantee shall be in the amount listed in the annual fee resolution.

(2) Conditions for release.

- a. The city shall release the portion of the financial guarantee established under this section, less any costs incurred by the city to complete installation of practices, upon submission of a certification in accordance with section 58-678(h). The city may make provisions for a partial pro-rata release of the financial guarantee based on the completion of various development stages.
- b. The city shall release the portion of the financial guarantee established under this section to assure maintenance of BMPs, less any costs incurred by the city, at such time that the responsibility for practice maintenance is passed on to another entity via an approved maintenance agreement.

SECTION IV

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 V

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

SECTION VI

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: August 10, 2022

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on August 10, 2022.

Caroline Fochs, City Clerk

Published: _____



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Office of Community Development

TO: Common Council
FROM: Kim Tollefson, Director of Community Development
DATE: July 12, 2022
SUBJECT: ORDINANCE 2022-1626 An Ordinance Amending Chapter 58 of the Mequon Municipal Code, to Allow Event Planning Services with Facilities as a Permitted Use within the Town Center Zoning District

Background

The applicant, Kim Angeli of *Let's Celebrate*, is requesting a text amendment to allow *Event Planning Services with Facilities* as a permitted use in the Town Center Zoning District. This request is due to interest from Ms. Angeli in relocating to the Riversite Commons property at 11120 N. Cedarburg Road.

The proposed use classification can be considered under a broader use category of performing arts, entertainment and sports, or amusement and recreation. Currently, the Town Center Zoning District allows the following uses that also fall within these categories:

- Performing arts studios and schools
- Community centers
- Art supply, artistic studios or galleries
- Sports and fitness centers

There are also some similarities in operations to catering services, tutoring services or art/pottery studios, which are also permitted in Town Center. *Event Planning Services with Facilities* would allow a full-service venue in which customers can receive consultation, planning and coordinating, staging, storage of materials and themed decorations, as well as a location in which to host the event.

Analysis

Staff supports small scale operations and finds the use to be compatible with the Town Center (TC) Zoning District, given its similarities to the other permitted uses listed above. Staff recommends the use be limited in scale to 3,000 square feet, just as sports and fitness centers are and like some personal service uses that are currently operational within the TC Zoning District. In the interest of controlling event space versus storage and distribution, staff recommends an additional specific development standard limiting the amount of square footage devoted to storage be no greater than 20% of the total floor area.

Fiscal Impact

The text amendment is fiscally neutral.

Recommendation

The Planning Commission recommended approval on June 27, 2022, by a vote of 8-0.

Attachments:

Table 58 301 Uses (DOCX)

Application Material (PDF)

Specific Development Standards (DOCX)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2022-1626

An Ordinance Amending Chapter 58 of the Mequon Municipal Code, to Allow Event Planning Services with Facilities as a Permitted Use within the Town Center Zoning District

RECITALS

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

B. An applicant has sought a text amendment to the Town Center District regulations to allow for an event planning use.

C. The Planning Commission, by a majority vote, adopted a recommendation to approve the text amendment on the 27th day of June 2022.

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

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

SECTION I

Table 58-301 Uses, which establishes the uses within the Town Center Zoning District and Section 58-303 Specific Development Standards are amended as attached in Exhibits A & B.

SECTION II

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

SECTION III

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

SECTION IV

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

Approved by: Andrew Nerbun, Mayor

Date Approved: August 10, 2022

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on August 10, 2022.

Caroline Fochs, City Clerk

Published: _____

ORDINANCE: EXHIBIT A

Table 58-301-1 Uses in the Town Center District		
Use	Town Center	Specific Development Standards
Office and Clinic:		
Office	P	
Medical clinics	P	
Financial institutions	P	✓
Institutional and Public Uses:		
Public libraries	P	
Public parks	P	
Public administrative offices and service buildings	P	
Performing arts school and studios of 2,000 square feet or less	P	
Public and private schools of 2,000 square feet or less	P	
Private lodges and clubs	C	
Community center	C	

Table 58-301-1 Uses in the Town Center District		
Use	Town Center	Specific Development Standards
Public parking facilities, non-accessory	C	✓
Residential Uses:		
Home occupations	P	
Artist's live/work units	P	✓
Multiple-family dwellings, eight units or less, if part of a mixed-use development	P	✓
Multiple-family dwellings, nine units to 16, if part of a mixed-use development* 1	C	✓
Bed and breakfast	C	✓
Planned residential development	PUD	✓
Retail and Services:		
Stationary stores	P	
Antiques, collectibles, gift or florist stores	P	✓
Toy, hobby or game store	P	
Graphic design	P	

Table 58-301-1 Uses in the Town Center District		
Use	Town Center	Specific Development Standards
Interior design services	P	
Paint/wallpaper store	P	
<u>Event planning services with facilities</u>	<u>P</u>	<u>✓</u>
Luggage and leather goods store	P	
Art supply, artistic studios or galleries	P	
Camera and photography supply store	P	
Music and musical instrument store	P	
Optical/vision center	P	
Dry cleaning and tailors	P	
Apparel and accessories/repair	P	
Photocopying, film development, printing and publishing, packaging store of 4,000 square feet gross floor area or less	P	
Video stores of 4,000 square feet gross floor area or less	P	

Table 58-301-1 Uses in the Town Center District

Use	Town Center	Specific Development Standards
Bookstores and newsstands of 2,000 square feet gross floor area or less	P	
Home furnishings/accessories 4,000 square feet or less	P	
Bicycle repair and sales	P	
Computer and software store	P	
Electronic goods store	P	
Child daycare facilities and preschools	C	✓
Planned commercial development	PUD	✓
Salon and spas	P	
Sports and fitness centers of 3,000 square feet or less	P	
Farmers market	P	✓
Confectionary (chocolate, ice cream, candy) 2,000 square feet or less	P	
Specialty food stores	P	
Tobacco, cigar or nicotine product/e-cigarette shop 2,000 square feet or less	P	
Beer, wine or liquor store	P	

Table 58-301-1 Uses in the Town Center District		
Use	Town Center	Specific Development Standards
Convenience store w/o gas	C	
Grocery store	C	
Car wash facility	C	✓
Animal hospitals and veterinary clinics	P	✓
Food and Beverage:		
Catering services	P	
Bakeries, retail	P	
Coffeeshop of 2,000 square feet gross floor area or less	P	✓
Delicatessen of 2,000 square feet gross floor area or less	P	✓
Fast-food restaurant	P	✓
Sit-down restaurants, if part of a mixed-use development	P	✓
Nightclubs	C	
Town center breweries, micro-distilleries, micro-wineries	C	✓



Zoning Text Amendment

CITY OF MEQUON, WI

Purpose of Text Amendment

- We are here to ask for a text amendment to the Town Center zoning to include our small business of party planning and studio. Although part of our business qualifies into the current zoning of office and professional services. Specific text around party and event planning and hosting events at our studio is not clearly defined in the current zone.

Zoning Usage for 11122-A N Cedarburg Rd.

- Office & Professional Services
- Party Studio
- Currently Zoned for above location
- Not currently defined in Mequon zoning for above location.
- Party Staging for at Home and On Location Parties
- 884 sq ft party room
- Similar to **INTERIOR DESIGN** - we would use the above location as our office, and storage to plan and design our at home/location parties.
- Private - goal size is 8-12 kids or up to 30 with adults.
- Consultation Meetings - we would use our office for meeting with clients and planning of events.
- Features:
 - Parent Viewing Lounge
 - Decorations to transform to desired theme
 - Tables, Chairs, and Paperware
 - Innovative tech

OWNER - Kim Angeli

- Thiensville resident since 1987, (Mequon for 3 years)
- Moved back after college in 2001 to raise my family in the community
- Graduate of Wilson Elementary, Steffen Middle School, and Homestead High School
- University of Wisconsin - LaCrosse graduate in Business Administration with emphasis in Marketing and Human Resources
- 22 years as certified Senior Professional in Human Resources
- Married for 20 years with 2 kids, Junior and Freshman at Homestead

ABOUT - Let's Celebrate

- Formed in February 2022
- NAICS Code: 812990 All Other Personal Services
 - Let's Celebrate, LLC is part of the Party Planning Professional Services industry.
- Limited Liability Corporation
- Address: 11122-A N. Cedarburg Road, Mequon, WI 53092

Let's Celebrate brings the surrounding areas a new way to celebrate birthdays and other life events. We combine traditional party experiences with creativity and innovation. Our goal is to help families create lifelong memories by celebrating their loved ones.

Why Let's Celebrate?

- The pandemic has changed how we celebrate birthdays, bridal/baby showers, and anniversaries. Granted people have found creative ways to celebrate from car parades, to zoom calls or decorating the yard. However, now more than ever we need more celebrations!
- Eager parents want to make up for lost time because they missed their kids' big birthday party the last couple of years. Celebrating Birthdays and other milestones raise spirits and encourage a brighter future.
- We can show our love and be present by creating special memories. The birthday celebration serves as a symbol of belonging and social cohesiveness and provides the celebrant with a sense of importance.

Unique Way to Celebrate

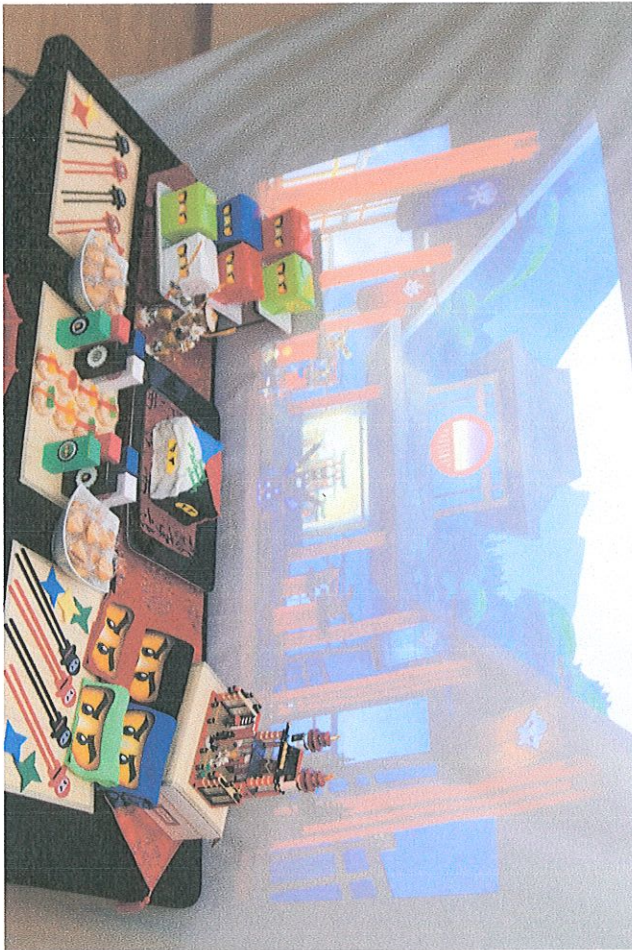
- The current options for birthday parties involve sports or high energy expulsion.
 - My kids were always overwhelmed by these places when they were younger.
 - As a parent these were also overwhelming because they want you in and out for the next party.
 - If your child isn't into a sport or other high energy activity, options were limited.
- Let's Celebrate offers a new way to celebrate.
 - At home parties, On location and at our Party Studio
 - Themed decorations and activities to celebrate the birthday person's interest.
 - Bring out imagination and highlight other interests (art, science, creativity, etc.)

Community Involvement

- For events that require food, we plan to use local catering such as pizza, subs and more. (i.e. Mequon Pizza Co, Dominos, Jimmy Johns, Subway, Cousins, Downtown Pizza, Cluckery, Public Market, and more)
- We plan to use local bakeries from the area to provide birthday desserts. (i.e. Mila's Bakery, Delicately Delicious, Sendiks, Truffles, Happy Dough Lucky and more)
- Guests of Kids attending the party can stay and watch or visit local area businesses such as Mr. B's, Foxtown/Annex, and Public Market

Party “Studio”

Example Parties to be hosted at our Studio



Party Studio

- Rentable Studio to host celebrations and birthday
- Small - approximately 884 sq ft
- Small events: kids birthday, milestone adult birthday, baby shower, bridal shower, baby shower, graduation, retirement, etc.
- Infuse traditional decorations with digital technology
- Party games, crafts or activities
- Incorporate photos and party favors

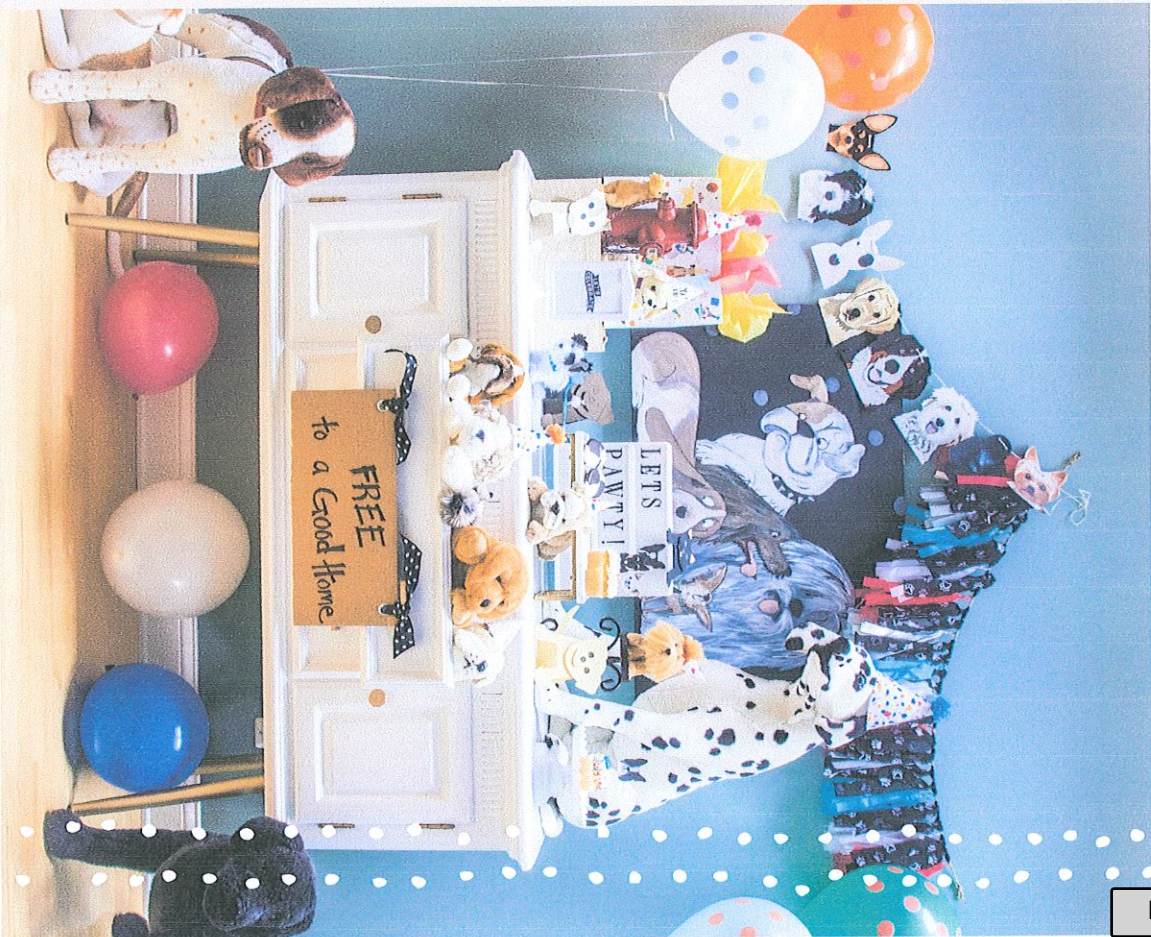
Why a Party Studio?

- We take care of all the details.
- Parents won't have to buy a variety of decorations and store them.
- The mess is at our place, and we'll clean / sterilize between parties.
- Small and dedicated to one party.
- Blank Slate - Unique theme for each child, can change every year.
- Unique craft or activity to match theme.
- Customer Service and Party Host so Parents can enjoy the event and not have to manage it
- Use of digital projection / technology to enhance theme (See Ninjago theme in previous photo)

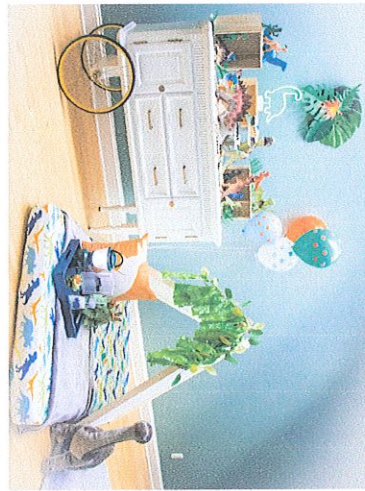
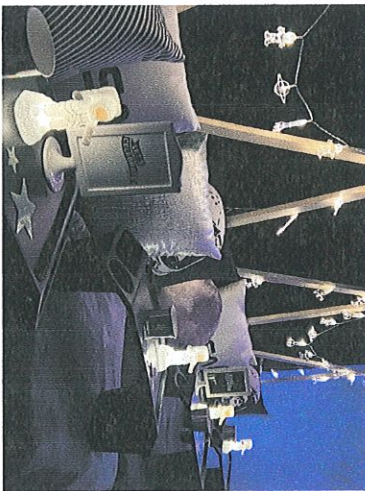
Professional Services & Office

Service Offering - At Home Parties

- Due to COVID, and considering those concerned with your typical current party options (large facilities with multiple parties), **we created at home parties.**
- Ozaukee County residents can hire us to bring the party to them. We bring and set-up all the supplies and decorations and clean up! It's kept in their own home with their small guests.
- Party Options: Birthday Party, Sleepover Tent Parties, Graduation Parties



Sleepover Tent Parties

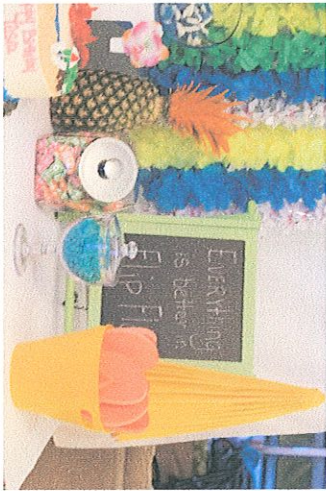


Service Offering – On Location

- For Large or Small Events, we can provide a variety of services onsite such as at their home, a park, another venue. Examples include:
 - Derby Theme Decorations for MTEF at Shully's
 - Shamrock Theme Charity in Madison at a hotel
 - Graduation Party in garage at Mequon resident
- **Party Services:** Photo Booth Backdrop, Lemonade Stand, Candy Stand, Banners and Centerpieces, Balloon Garland or Stand
- **Celebration Reasons:** Charity Events, Business Openings, Bar and Bat Mitzvah, Graduation, 30th, 40th, 50th etc. Adult Birthday Parties, retirement parties, Anniversaries,
- **Location Options:** Business Openings, Parks, Hotel or Other Venue,



On Location Events



Additional Information

Operations

- Opening - Estimated move in date is July 1, 2022.
- Business Hours
 - Monday - Closed
 - Tuesday - 9-4pm or by appointment
 - Wednesday - 9-4pm or by appointment
 - Thursday - 9-4pm or by appointment
 - Friday - Bookings appointment, 5 - 9pm
 - Saturday - Bookings appointment, 8 - 9pm
 - Sunday - Bookings appointment, 8 - 4pm
- During the week we have office hours and consultation appointments. We could theoretically book evening events Monday – Thursday however unlikely or rare occurrences.
- We are planning to book one event Friday night, and two – three on Saturdays, and one – two on Sundays.

Operations

- Low impact on parking as current building provides parking.
- Parents of guests can drop off and explore other area businesses.
- Employees:
 - Myself, Kim Angeli, Owner
 - 1 Part-time party designer
 - Party helpers which would include 1-2 staff members to assist during an event

Future Service Offerings

- A future service offering we'd like to offer are "holiday" programs for kids. This would involve making a craft or activity for holidays. Examples include:
 - Mother's Day Gifts
 - Friendship Bracelets for Friendship Day
 - Earth Day Craft
 - Father's Day Gifts
 - Decorations or "Make and Takes" for all Holidays

Thank you for your time.

Kim Angeli

ORDINANCE: Exhibit B

Sec. 58-303. - Specific development and design standards.

- (a) Purpose. Specific development and design standards are established to provide supplemental regulations to address unique characteristics of certain land uses.
- (b) Standards. The uses listed below are subject to the following specific development standards, in addition to all other applicable regulations:

Drug store/pharmacy. Drive-thru services shall be prohibited in the Town Center and Arrival Corridor districts. Any drive-through services approved in the Neighborhood Commercial district shall comply with the same design and development standards for coffee shops.

Event planning services with facilities. An event planning service with facilities is an establishment offering a full-service venue including consultation, planning and coordination, staging and storage of materials, furniture and themed decorations and includes a space in which to host the event. Any facility is limited to 3,000 square feet in total, and no more than 20% of the gross floor area shall be utilized for storage and distribution of materials.

Farmer's market. A farmer's market is an establishment in which more than 50 percent of its product sold is agricultural produce. A farmer's market may be either a seasonal or year round operation and indoor or outdoor. If a farmer's market is a seasonal operation then an alternative, principal use (either permitted or conditional) shall be provided for the remainder of the year.



draft

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Mequon, WI 53092
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Office of the City Clerk
Taped and Televised

**COMMON COUNCIL
Regular Meeting
Tuesday, July 12, 2022 - 7:30 PM
Christine Nuernberg Hall**

Minutes

1) Call to Order

Mayor Nerbun called the meeting to order at 7:38 PM.

2) Pledge of Allegiance

3) Roll Call

Present:

Mayor Andrew Nerbun
Alderman Robert Strzelczyk
Alderman Glenn Bushee
Alderman Dale Mayr
Alderman Jeffrey Hansher
Alderman Mark Gierl
Alderman Brian Parrish
Alderman Kathleen Schneider
Alderman Vacant Seat - **Absent**

Also present: City Administrator Jones, City Attorney Sajdak, City Clerk Fochs, Assistant City Administrator Schoenemann (virtually), Community Development Director Tollefson, Assistant Community Development Director Zader, Engineering and Public Works Director Lundeen, Fire Chief Bialk, Police Chief Pryor, Police Captain Riley, Associate City Planner Miller, press and interested public.

4) Public Hearing:

ORDINANCE 2022-1624 - An Ordinance Amending Chapter 58 of the Mequon Municipal Code to Rezone the Property Located on the North Side of Donges Bay Road Approximately 800 Feet West of Wauwatosa Road from R-3/C-2 to R-3/C-2 with a Transfer of Development Rights (TDR) and PUD (Planned Unit Development) Overlay, to Allow for a 17-Lot Single-Family Residential Cluster Development; **Recommended by Planning Commission May 23, 2022; First Reading at Common Council June 14, 2022.**

Attachment: 07-12-22_draft CC minutes (7564 : Common Council meeting minutes of July 12, 2022)

1) Public Hearing

Motion to open the public hearing for **ORDINANCE 2022-1624**.

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

AYES:	Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider
DEEMED NO:	Vacant Seat

Motion to close the public hearing for **ORDINANCE 2022-1624**.

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

AYES:	Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider
DEEMED NO:	Vacant Seat

2) Consideration of Ordinance

Motion to approve **ORDINANCE 2022-1624** An Ordinance Amending Chapter 58 of the Mequon Municipal Code to Rezone the Property Located on the North Side of Donges Bay Road Approximately 800 Feet West of Wauwatosa Road from R-3/C-2 to R-3/C-2 with a Transfer of Development Rights (TDR) and PUD (Planned Unit Development) Overlay, to Allow for a 17-Lot Single-Family Residential Cluster Development.

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

AYES:	Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider
DEEMED NO:	Vacant Seat

5) Personal Appearances and Public Comment:

David Schlageter spoke to the Council to request that the City consider making improvements on the narrow road at the entrance to Villa Grove Park to make it safer for pedestrians and traffic.

6) Public Officials' Reports:

a) Mayor: None.

b) City Administrator - Presentation of Wisconsin Law Enforcement Accreditation Group Award

City Administrator Jones announced that the City received the Distinguished Budget Presentation Award from the Government Finance Officers Association. This is the 14th consecutive year the City has received this award.

Also, July 1st marked the start date for the Southern Ozaukee Fire Department to begin operations as one unit. While not official until January 1, 2023, the Mequon and Thiensville departments are operating as one unit. David Bialk is now the Mequon and Thiensville Fire Chief.

In addition, in-person absentee voting for the Partisan Primary will be held at City Hall from July 26-August 5. Hours will be 8:00 am - 4:30 pm, Monday to Friday.

Lastly, he announced that the Mequon Police Department was awarded the status of becoming a Full Accredited Police Agency by the Wisconsin Law Enforcement Accreditation Group (WILEAG). We are one of forty-one agencies fully accredited in Wisconsin of the 564 law enforcement agencies in the state. Mark Ferguson, Glendale Police Chief and President of the WILEAG, presented the award to Chief Pat Pryor and Captain Mark Riley.

7) **Consent Agenda:**

- a) Common Council meeting minutes of June 14, 2022.
- b) Architectural Board meeting minutes of May 9, 2022.
- c) Economic Development Board meeting minutes of May 24, 2022.
- d) Festivals Committee meeting minutes of May 18, 2022.
- e) Finance-Personnel Committee meeting minutes of May 10, 2022.
- f) Mequon Municipal Water Utility Commission meeting minutes of May 10, 2022.
- g) Planning Commission meeting minutes of May 23, 2022.
- h) Public Welfare Committee meeting minutes of May 10, 2022.
- i) Public Works Committee meeting minutes of April 12, 2022.
- j) Sewer Utility District Commission meeting minutes of May 10, 2022.
- k) Zoning Enforcement and Site Compliance Report through July 1, 2022.
- l) **RESOLUTION 3963** - A Resolution Approving a Development Agreement for The Green at Mequon, a 7-Lot Conservation Subdivision Located at the Southwest Corner of Villa Grove and Freistadt Roads.
- m) Ordinance First Readings

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

- 1) **ORDINANCE 2022-1625** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code Relating to Maintenance Responsibilities and Green Infrastructure Requirements, in Connection with the City's Certification of Stormwater Facilities.

RESULT: **First Reading**

- 2) **ORDINANCE 2022-1626** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code, to Allow Event Planning Services with Facilities as a Permitted Use within the Town Center Zoning District.

RESULT: **First Reading**

- 3) **ORDINANCE 2022-1627** - An Ordinance Repealing and Recreating Section 2-63(d) of the Mequon Municipal Code, Relating to Mayoral and Aldermanic Vacancies.

RESULT: **First Reading**

Motion to approve the Consent Agenda, Items A - K only.

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

MOVED BY: Alderman Mayr

SECONDED BY: Alderman Hansher

AYES:	Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider
DEEMED NO:	Vacant Seat

Motion to approve **RESOLUTION 3963**.

Alderman Strzelczyk is concerned about the density of this parcel, the removal of a couple specimen trees, and the Villa Grove Road not being widened up to the subdivision.

RESULT: **Approved by Voice Acclamation [6 to 2]**

MOVED BY: Alderman Mayr

SECONDED BY: Alderman Parrish

AYES:	Bushee, Mayr, Hansher, Gierl, Parrish, Schneider
DEEMED NO:	Strzelczyk, Vacant Seat

8) **Ordinances:** None.

9) **Resolutions:**

- a) **RESOLUTION 3964** - A Resolution Approving Adoption of the City of Mequon Strategic Plan for 2022-2025.

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

MOVED BY: Alderman Parrish

SECONDED BY: Alderman Schneider

AYES:	Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider
DEEMED NO:	Vacant Seat

- b) **RESOLUTION 3965** - A Resolution Authorizing Execution of a Professional Services Agreement for Phase One Planning for an Enterprise Land Management System with Avèro Advisors of Maryville, Tennessee, in an Amount Not-To-Exceed \$42,800.

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

AYES:	Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider
DEEMED NO:	Vacant Seat

- c) **RESOLUTION 3967** - A Resolution Approving the Purchase of Two Ford Police Interceptor Sport Utility Vehicles from Ewald Automotive Group, Hartford, Wisconsin, and the Installation and Purchase of Associated Equipment from General Communications, Milwaukee, Wisconsin in the Total Amount of \$87,714.

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

AYES:	Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider
DEEMED NO:	Vacant Seat

- d) **RESOLUTION 3968** - A Resolution Approving the Purchase of a Fire Department Ambulance from Life Line Emergency Vehicles of Middleton, Wisconsin in the Amount of \$296,511.

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

AYES:	Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider
DEEMED NO:	Vacant Seat

10) Specified Unfinished Business From Prior Meetings:

Update on **ORDINANCE 2021-1594** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code, Related to the Minimum Lot Size and Setback of Producing Animals, Specifically Chickens; Adopted by Common Council August 10, 2021.

Aldermanwoman Schneider provided an update on Ordinance 2021-1594, regarding raising chickens. Of the thirteen families that requested permits to raise chickens, nine of them had less than 1.5 acres lots and she reported there have been no complaints.

11) Specified New Business:

- a) Appointment of Alderman Gierl to the Public Works Committee
- b) Mayoral Appointment: Planning Commission: Bruce Barnes, Alternate #4, At Large

Motion to approve Alderman Gierl's appointment to the Public Works Committee and to approve the Mayoral appointment to the Planning Commission.

RESULT: Approved by Roll Call Vote [7-1]

MOVED BY: Alderman Strzelczyk

SECONDED BY: Alderman Gierl

AYES:	Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider
DEEMED NO:	Vacant Seat

12) Potential Closed Sessions:

- a) Monsanto Lawsuit: The Common Council may enter into closed session pursuant to Wis. Stat. § 18.85(1)(g) for the purposes of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is involved, and then may re-enter open session to take such action it deems appropriate.

Motion to convene into Closed Session to discuss the Monsanto Lawsuit.

RESULT: Approved by Roll Call Vote [8-1]

MOVED BY: Alderman Parrish

SECONDED BY: Alderman Mayr

AYES:	Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun
DEEMED NO:	Vacant Seat

- b) Legal Services RFP: The Common Council may convene into closed session pursuant to Wis. Stat. § 19.85(1)(c) for the purpose of considering employment, promotion, compensation or performance evaluation data of any public official over which the governmental body has jurisdiction or exercises responsibility, and 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 deemed appropriate.

Motion to convene into Closed Session at 8:12 PM to discuss the Legal Services RFP.

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

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun
DEEMED NO: Vacant Seat

Motion to reconvene into Open Session at 8:59 PM.

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

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider
DEEMED NO: Vacant Seat

Motion to direct the City Attorney to object to the terms of the proposed settlement but to otherwise remain in the settlement class.

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

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider
DEEMED NO: Vacant Seat

13) Adjourn

Motion to adjourn at 9:00 PM.

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

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider
DEEMED NO: Vacant Seat

Respectfully Submitted,
Kathy Andrykowski
Deputy Clerk



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INSPECTION DIVISION

ARCHITECTURAL BOARD MINUTES
Monday, June 13, 2022
6:00 PM
Lower-Level Conference Room

Minutes

1. Call to Order, Roll Call

Present: Vice-Chairman Paul Apfelbach

Members at Large: Bluma Lotman, Curtis Helm, Michael Wade,

Building Inspector: Mike Hadley

2. Meeting Minutes

Minutes from the May 9, 2022, meeting were approved by District Three Representative, Curtis Helm and seconded by District Two Representative, Michael Wade. Minutes were approved unanimously.

Attachment: arch board minutes_06-13-22 (7553 : Architectural Board meeting minutes of June 13, 2022)

3. Application Submittals:

No.	Alder. District /Time	Type of App	Owner(s) / Project Address	Contractor
1)	Dist. 1 6:00 pm	Pool House	Tom & Brittany Qualley 12220 N. Ridgeway Lane Subd: Woodridge Preserve	Cont: Altheimer Construction Arch: Altheimer Construction
Moved to Approve: <u>Lotman</u> Seconded by: <u>Wade</u> Approved: <u>Yes</u> Vote: <u>Unanimously</u> Conditions: Plans approved as submitted with the following conditions: 1. Replace Board and Batton siding with Lap Smart Siding to match the existing house. 2. Use black framed windows and casings to match the house; no grids.				
2)	Dist. 1 6:10 pm	New Single-Family Residence and separate Detached Garage	Harvey Hammond 8670 W. Highland Road Subd: N/A	Cont: Demlang Builders, Inc. Arch: Demlang Builders, Inc.
Moved to Table: <u>Helm</u> Seconded by: <u>Wad</u> Approved: <u>No</u> Vote: <u>Unanimously</u> Conditions: Tabled for redraw to show consistency on all sides including balance of stone. Approval was granted for early start for footings and foundation only.				
3)	Dist. 1 6:15 pm	New Single-Family Residence	James & Maly Pak 10004 W. Farmdale Estates Ct. Subd: Farmdale Estates	Cont: Victory Homes of WI Arch: David Pluim
Moved to Approve: <u>Wade</u> Seconded by: <u>Lotman</u> Approved: <u>Yes</u> Vote: <u>Unanimously</u> Conditions: Plans approved as submitted.				

Attachment: arch board minutes_06-13-22 (7553 : Architectural Board meeting minutes of June 13, 2022)

4)	Dist. 2 6:20 pm	Addition: Sunroom/Bedroom	Trenton & Jessie Blythe 3613 W. River Ridge Court	Cont: Burg Homes LLC
			Subd: River Ridge	Arch: Burg Homes LLC

Moved to Approve: Wade
 Seconded by: Lotman
 Approved: Yes
 Vote: Unanimously

Conditions: Plans approved as submitted.

5)	Dist. 3 6:30 pm	New Single-Family Residence	Veridian Homes LLC 7701 W. Preserve Parkway	Cont: Veridian Homes LLC
			Subd: The Enclave	Arch: Veridian Homes LLC

Moved to Approve: Wade
 Seconded by: Apfelbach
 Approved: Yes
 Vote: 3-Yes, 1-No (Helm)

Conditions: Plans approved as submitted.

6)	Dist. 3 6:35 pm	New Single-Family Residence	Veridian Homes LLC 7827 W. Preserve Parkway	Cont: Veridian Homes LLC
			Subd: The Enclave	Arch: Veridian Homes LLC

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

Conditions: Plans approved as submitted.

7)	Dist. 3 6:40 pm	New Single-Family Residence	Veridian Homes LLC 7830 W. Preserve Parkway	Cont: Veridian Homes LLC
			Subd: The Enclave	Arch: Veridian Homes LLC

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

Conditions: Plans approved as submitted.

8)	Dist. 5 6:45 pm	New Single-Family Residence	Boye Komey 13830 N. Lake Shore Drive Subd: N/A	Cont: Mikkelson Builders Arch: Fred Dahms, Jr.
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Moved to Approve: Wade
 Seconded by: Helm
 Approved: Yes
 Vote: Unanimously

Conditions: Plans approved as submitted.

9)	Dist. 5 6:50 pm	Shed	Richard Esenberg 13839 N. Lake Shore Drive Subd: N/A	Cont: Owner Arch: MW Sheds
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Moved to Approve: Wade
 Seconded by: Helm
 Approved: Yes
 Vote: Unanimously

Conditions: Plans approved as submitted with the condition that a window will be added on the left elevation.

10)	Dist. 7 7:00 pm	New Single-Family Residence	Anatoliy & Liliya Velikodanov 3950 W. Scenic Avenue Subd: Scenic Heights	Cont: Allan Builders Arch: David Pluim
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Moved to Approve: Helm
 Seconded by: Apfelbach
 Approved: Yes
 Vote: Unanimously

Conditions: Plans approved as submitted.

11)	Dist. 7 7:05 pm	Addition: Master Bedroom Sitting Area	James & Mary Connelly 9628 N. Columbia Creek Lane Subd: Columbia Creek Condo's	Cont: RP Custom Homes, Inc. Arch: RP Custom Homes, Inc.
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Moved to Approve: Wade
 Seconded by: Apfelbach
 Approved: Yes
 Vote: Unanimously

Conditions: Plans approved as submitted.

12)	Dist. 7 7:15 pm	New Single-Family Residence	Dr. Michael Golovin 10031 N. Range Line Road Subd: N/A	Cont: Kingfogl Construction Arch: Kingfogl Construction
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Moved to Approve: Apfelbach
 Seconded by: Wade
 Approved: Yes
 Vote: Unanimously

Conditions: Plans approved as submitted.

13)	Dist. 8 7:20 pm	New Single-Family Residence	Donald & Renee Mondano 10360 N. Wildwood Court Subd: Wildwood Preserve	Cont: MKE Design Build Arch: Lake Country Design Studio
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Moved to Approve: Helm
 Seconded by: Wade
 Approved: Yes
 Vote: Unanimously

Conditions: Plans approved as submitted.

14)	Dist. 8 7:25 pm	New Single-Family Residence	Frank Kunik & Erin Ruppel 9614 N. Juniper Circle Subd: N/A	Cont: Seymour Custom Bldr. Arch: Meg Baniukiewicz
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Moved to Approve: Helm
 Seconded by: Lotman
 Approved: Yes
 Vote: 3-Yes, 1-No (Wade)

Conditions: Plans approved as submitted with the condition that a single-frame window is added to the center of the garage on the north elevation.

15)	Dist. 8 7:30 pm	Addition: Attached Garage	Steven & Christine Townsend 10149 N. Kenilworth Court Subd: Parkside	Cont: Property Revision Arch: Patera
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Moved to Approve: Apfelbach
 Seconded by: Wade
 Approved: Yes
 Vote: Unanimously

Conditions: Plans approved as submitted.

4. Action:

District Two Representative Mike Wade made a motion to adjourn the meeting.
Vice-Chairman Paul Apfelbach seconded the motion.
A vote was taken; vote passed unanimously.

Meeting adjourned at 7:35 p.m.



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ECONOMIC DEVELOPMENT BOARD

Tuesday, June 28, 2022

8:00 AM

Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Present:

Chairman Timothy Carr
Board Member Dennis Engel
Board Member Daniel Gannon
Board Member Tracy Johnson
Board Member Michael Kramer
Board Member Inge Plautz
Board Member Bruce Sipiora
Alderman Kathleen Schneider
Board Member Jeff McLean -- **Absent**
Board Member Andrew Petzold -- **Absent**

2) Approval of Meeting Minutes from May 24, 2022

Action

Board member Engel made a motion to approve the meeting minutes from May 24, 2022.

Board member Sipiora seconded the motion.

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

A correction to page 3 was noted.

RESULT: **Approved [Unanimous]**
MOVED BY: Board Memener Engel
SECONDED BY: Board Member Sipiora
AYES: Carr, Engel, Gannon, Johnson, Kramer, Plautz, Sipiora, Schneider
ABSENT: McLean, Petzold

3) Outreach Event Subcommittee

Board members Plautz and Johnson worked together to begin the conceptual planning phase of the outreach event. They distributed a page with ideas for the event and an outline of the timing for the day of the event.

Board member Plautz stated that the intent is for an event which will bring value and attract the economic contributors. The plan is to showcase one of the new event spaces in the city and to possibly hold the event in September. She explained that the theme is to proudly demonstrate what the city is comprised of and what it has to offer. There are many avenues to explore when deciding on a specific theme and identifying the keynote speaker will help to determine the topic.

She stated that they would like the event to be held from 4:00 pm– 6:00 pm. They are looking for some sponsors to help finance the event. They believe an economic update should be given to highlight positive news happening in the city. Their plan for the event includes a keynote speaker and a panel for discussion.

There was discussion among the Board that the date should be moved back to October due to sufficient timing needed to properly plan the event as well as to coincide with Manufacturing month which is in October.

The Board discussed who the target audience will be, suggested panel members and possible speakers. There was a suggestion to create a “buzz” for the event and possibly a revealing of something new.

Board member Plautz stated the agenda will be updated and brought to the next meeting. Board Member Johnson also encouraged the other Board members to be part of the planning subcommittee. There was feedback from the Board that the Foxtown Annex would be an ideal location for the event.

The Board was very supportive and appreciative of the efforts made towards the planning of this event. It was mentioned that it may make more sense to push back the date so that there is time to organize the event to the best it can.

It was decided that the subcommittee will also include Chairman Carr and staff liaisons will be Kim Tollefson and Robin Buzzell.

4) Neighborhood Commercial Node: Donges Bay & Cedarburg Road

Dir. Tollefson stated there is an interest internally by Mayor Nerbum and Ald. Parrish regarding the neighborhood node of Cedarburg Road and Donges Bay Road. A few years ago, there was a moratorium, and it was rezoned then. The rezoning as a tool alone is not enough to see the type of redevelopment that is desired for this area. At the time of the rezoning there was not an interest for additional financial incentives. There now is some internal interest in establishing a small TIF in this area. Dir. Tollefson created an outline of the newly rezoned area that might be compelling for a TIF District. She explained that she limited it to the commercial areas.

She stated that there are other projects still in the work program that need to be completed and she wants to be cautious about too many projects being started at the same time due to limited staff resources.

She reminded the Board there is the opportunity to capture commercial uses in this location that are not allowed in the Town Center zoning district. Residents from the west side of the community commute through this area and a market analysis was conducted at the time of the rezoning.

5) TID No. 4 & 5 Incentive Policy

Dir. Tollefson stated that some of the items on the work list include:

- Revised Incentives for TIF 4 and TIF 5:
 - This item is going to Committee of the Whole in July.
 - Resolution to Common Council on July 12, 2022.
 - Promotional brochure creation after these approvals.
- Contract for Port Washington Road streetscaping:
 - Staff currently working with the consultant.
 - Scheduled to go to the Design Committee in the next month or so.
 - Rezoning some parcels on Port Washington Road and meetings with owners of the high priority sites.
- Ulao Creek Design Standard Guidelines need to be completed.
- Industrial Zoning in the southwest corner of the city is of interest and includes infrastructure / utility planning.
- Multi Consultant Work for staff in getting the final streetscaping improvements in Town Center completed.

6) Staff Updates

Dir. Tollefson provided updates on current projects and developments:

- Kwik Trip – the public showed up at the May Common Council meeting which triggered a joint meeting with neighbors, staff and Kwik Trip representatives that was productive for all parties. Planning Commission approved a 10-foot fence to be installed along the east property line to mitigate the issues with the debris. The approval was based on this being a unique site that is the only site in the city that is a gas station, convenient store, and car wash immediately adjacent to single family homes.

As part of their approval there are about 8-10 items on site to also be addressed including:

- Landscaping enhancements.
- Additionally large garbage buckets.
- Not deliveries or services to be operated overnight.

- New 7-lot subdivision at Villa Grove Road and Freistadt Road.
- Tropical Smoothie Café going into the Pavilion next door to Jersey Mikes.
- Text Amendment was approved for an event facility in the Town Center Zoning District.
 - o Controls were put in place to ensure small scale operations.
- LA Crystal located in the Town Center is relocating and the site will be cleaned.

There was mention that both Sobelman's and Ferrante's are for sale.

7) Announcements

The next meeting is Tuesday, July 26, 2022, at 8:00 a.m.

There is no meeting in August.

8) Adjourn

Action

Board member Kramer made a motion to adjourn the meeting.

Ald. Schneider seconded the motion.

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

The meeting adjourned at 9:35 a.m.

Respectfully Submitted,

Kim Tollefson

Director of Community Development



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Fax: 262-242-9655

www.ci.mequon.wi.us

FESTIVALS COMMITTEE
Wednesday, June 15, 2022
6:30 PM
North Conference Room

Minutes

1) Call to Order, Roll Call

Present:

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

Also Present: Executive Assistant Enea

2) Approval of Meeting Minutes

a. May Meeting Minutes

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Committee Member Hohn
SECONDED BY: Committee Member Luchins

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

3) Music on the Move Agreement

a. Music on the Move Agreement

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

Attachment: Festival Mtg Mins_06-15-22 (7571 : Festivals Committee meeting minutes of June 15, 2022)

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

4) Vendor Update

a. Vendor Signups

The early bird deadline encouraged several vendors to sign-up since the last meeting. The remaining vendors were assigned to committee members to follow-up with phone calls.

5) Volunteer Sign-Up

The on-line sign-up has been created. Committee Member Hohn will share with Rotary and Committee Member White will share with the Mom's Club. The Shorewest Contact has been emailed. A future Weekly Bulletin will share with the Community. It was decided that a welcome booth is only needed on the south end entrance.

6) Other Updates

At a future meeting, the Committee will do a practice run-through on the street. This year, an enlarged map will be made to use at check-in and vendors will be assigned different sides to enter depending on their booth location. Also, a cement barrier to block-off the Cafe Hollander parking lot was recommended because people kept moving the moveable blockade. One new banner will need to be made, yard signs will be repurposed and Committee Member Luchins will follow-up about getting an ATM and the Piggly Wiggly mascot. The Committee briefly discussed Winter Wonderland and to raise the Sponsorship levels to \$250/\$500/\$1,000.

7) Next Meeting Date and Time

A. Wednesday, July 20 at 6:30 P.M.

8) Adjourn

Committee Member Hohn moved to adjourn at 7:10 P.M. and Committee Member Luchins seconded.

Respectfully Submitted,

Carrie Enea
Executive Assistant



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Office of the City Administrator

FINANCE-PERSONNEL COMMITTEE

Tuesday, June 14, 2022

5:45 PM

North Conference Room

Minutes

1) Call to Order, Roll Call

Present:

Mayor Andrew Nerbun
 Alderman Glenn Bushee
 Alderman Brian Parrish
 Alderman Robert Strzelczyk

Also present: William Jones, City Administrator, Justin Schoenemann, Assistant City Administrator, Jennifer Engroff, Finance Director, Marie Keyser, Assistant to the Finance Director, Caroline Fochs, City Clerk and Wendi Unger, Baker Tilly Partner.

2) Approve Meeting Minutes

a. May 10, 2022 Finance-Personnel Meeting Minutes

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

MOVED BY: Alderman Strzelczyk

SECONDED BY: Alderman Parrish

AYES:	Bushee, Parrish, Strzelczyk
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3) License applications

a. June 2022 licenses

Alderman Strzelczyk asked Clerk Fochs about Newcastle and why they needed two separate licenses. Ms. Fochs said they have two separate buildings so they need two separate licenses.

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

MOVED BY: Alderman Strzelczyk

SECONDED BY: Alderman Bushee

AYES:	Bushee, Parrish, Strzelczyk
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b. 2023 Waste Hauler Permits

Attachment: F & P minutes_06-14-22 (7524 : Finance-Personnel Committee meeting minutes of June 14, 2022)

Alderman Parrish noted that he used to be on the Public Works Committee and he received some complaints, while on that committee, about waste hauling on Cedarburg Road. Residents said a lot of debris and garbage was on the side of the road from waste haulers.

All three aldermen agreed to accept the waste hauler permits, provided a reminder letter is mailed to each company, stating that garbage needs to be contained until reaching a proper dump site.

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

AYES: Bushee, Parrish, Strzelczyk

4) Vouchers Paid

a. May 2022 Vouchers Paid List

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

AYES: Bushee, Parrish, Strzelczyk

5) Presentation

a. Acceptance of the FY2021 Annual Comprehensive Financial Report and Report on Internal Control

Wendi Unger, Partner at Baker Tilly presented to Committee members Mequon's 2021 financials. Ms. Unger said one of their jobs as auditors is to issue an opinion on the financials of the City. She noted they issued a clean and unmodified opinion. That is the highest level of assurance from Baker Tilly.

Ms. Unger noted that there is a new GASB (Governmental Accounting Standard) that will affect the City in FY 2022 and forward. It is GASB 87 and it is the way the City will account for leases on both the lessor and lessee side. Leases will be noted as assets and liabilities on the financial statements, similar to how capital is accounted for. This will not affect any borrowing capacity or ratings, it is simply just a new way of reporting.

The General Fund ended in a favorable position at year end with the addition of \$92,000 to fund balance. The current total in fund balance is almost \$2.6M. The Debt Service and Capital Projects Funds ended the year with \$1.5M and \$3.2M in total fund balance, respectively.

The sewer and water utility ended in a positive change in net position.

Ms. Unger noted that the statutory debt limit is 5% of equalized value. For the City of Mequon, that equates to \$270M. Currently, the City has \$35M of G.O. outstanding debt.

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

MOVED BY: Alderman Strzelczyk
SECONDED BY: Alderman Parrish

AYES: Bushee, Parrish, Strzelczyk

6) Resolutions

Action requested: review and recommend approval

- a. **RESOLUTION 3959** A Resolution Authorizing Execution of a Professional Services Agreement for the Completion of a Classification and Compensation Study of Non-Represented Positions with GovHR USA, LLC, Northbrook, Illinois in an Amount Not-to-Exceed \$22,200

Assistant City Administrator Schoenemann explained that last month, Council approved a Compensation Study resolution with the firm Carlson Dettmann Consulting. Within the month, Mr. Schoenemann found that the firm was stretched too thin and were not able to adhere to the deadlines the City had established. Therefore, Mr. Schoenemann wants to receive Council approval to work on a Compensation Study with GovHR USA. GovHR has an eighteen week turnaround and is willing to add the Library staff to the study at no additional cost.

Alderman Bushee asked if the Fire employees need to be included in the study since they are now becoming their own entity with Thiensville. Mr. Schoenemann said he initially included them and they will need to know the data, they just will have their own final report, separate from the City. Also, Alderman Bushee asked if there was some way to note that Mequon provided the Library with this compensation study. Administrator Jones said this will be included in the list of accomplishments when we close the books for 2022.

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

MOVED BY: Alderman Parrish

SECONDED BY: Alderman Bushee

AYES: Bushee, Parrish, Strzelczyk

7) Information Items

- a. FY2021 Popular Annual Financial Report (PAFR)

Finance Director Engroff stated the PAFR is a condensed version of the Annual Comprehensive Financial Report. It is intended for the average citizen to understand Mequon's financials. The City has received the GFOA (Government Finance Officers Association) PAFR Excellence award for the last six years and will submit again for year seven.

- b. Finance & Personnel Work Plan

Alderman Parrish wants the City to look into GASB 87 and its affects moving forward. Director Engroff noted that she already started the project and explained it to staff last week.

8) Adjourn

A motion to adjourn was made at 6:17 PM by Alderman Parrish, seconded by Alderman Strzelczyk. All voted in favor "aye."

Respectfully Submitted,

Marie Keyser
Assistant to the Finance Director



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Public Works Department

Joint Mequon-Thiensville Bike and Pedestrian Way Commission

Thursday, May 12, 2022

9:00 AM

North Conference Room

Minutes

1. Call to Order, Roll Call

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

Present:

Commissioner Ron Heinritz
Rob Holyoke
Chair T. Azinger
Commissioner Jim Doornek
Commissioner Kenneth Maciolek

Absent:

Commissioner John Liegeois
Commissioner Kristin Wade

Also present were City Engineer/Director of Public Works Lundeen, Assistant City Engineer McCraw, Administrative Assistant Deuster, Administrative Assistant Leach.

2. Approval of Meeting Minutes

April 14, 2022 Minutes

RESULT: **Approved [Unanimous]**

MOVED BY: Holyoke

SECONDED BY: Commissioner Doornek

AYES: Heinritz, Holyoke, Azinger, Doornek, Maciolek

3. Resident Communications

Chair Azinger stated there were no residents in attendance.

Member Heinritz requested updates to the kiosk along the OIT to be put on next month's agenda.

4. Discussion/Action Items

a. Master Plan Scope of Services: Task 5: Evaluate and Select Specific Route Alternatives and Design Treatments, and Task 6: Prepare a Safety Component

Assistant City Engineer McCraw summarized Tasks 5 & 6, clarifying that Task 5 builds off of Task 4, which identifies where facilities are needed. Task 5 looks at what is needed in those locations. City Engineer/Director of Public Works Lundeen stated that she likes the idea of using arrow stencils in pavement to help identify safer means of travel or an alternate route in areas without paved shoulders or roads not wide enough for a bike lane. Member Heinritz asked for clarification on what "facilities" means. McCraw advised it refers to the alternatives such as stencils in pavement, in the automobile travel lane, paved shoulders, full bike lane, or an off-road bike lane. Lundeen advised that this task is to help capture which facility is appropriate for which location and that minimum requirements must be met in order to be considered a designated bike route.

McCraw advised that Task 6 is to provide suggestions of what should be done, if anything, to address locations revealed in Task 1 with inadequacies or in need of safety improvements. It also suggests education and enforcement opportunities, identifies any regulatory barriers, and specifically states how and who should implement safety improvement strategies. Chair Azinger asked to add language such as "identify locations in which incidents or crashes may be more likely". McCraw advised that the current language was meant to capture that, but he will make the language more clear to detail that. City Engineer/Director of Public Works Lundeen mentioned that McCraw can also tie in Task 2's community assessment feedback to identify locations without reported incidents or crashes.

b. Review 2010-2030 Recommendations: General Recommendations

Chair Azinger presented an overview of the current 2010-2030 General Recommendations. Member Maciolek questioned the used percentages in the 2010-2030 General Recommendations. City Engineer/Director of Public Works Lundeen mentioned a good portion of this would be reevaluated in Task 2 in the new community assessment. She asked Assistant City Engineer McCraw to add to Task 2 the inclusion of previous surveys. Lundeen suggested that community assessment may reveal a need to review the code of ordinances and zoning code. Connections to neighboring subdivisions could be made a condition of zoning approval. Making it a zoning requirement is more straightforward rather than a condition of approval. Having these connections would make it safer so that bikers and pedestrians wouldn't have to go on a major arterial or collector road to get there.

c. Quarterly Road Program Update

Assistant City Engineer McCraw updated the commission on the quarterly update of the road program. Chair Azinger asked if any of the road program areas included bike or pedestrian improvements. McCraw advised they do not.

d. 2022 Work Plan

Assistant City Engineer McCraw provided an overview of the 2022 Work Plan.

5. Other Business

Chair Azinger asked if there was any other business. No other business was brought forth.

6. Adjourn

Motion to Adjourn at 9:48 AM.

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

MOVED BY: Commissioner Heinritz

SECONDED BY: Commissioner Maciolek

AYES: Heinritz, Holyoke, Azinger, Doornek, Maciolek

Respectfully Submitted,

Kris Leach



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Department of Community Development
Taped and Televised

PLANNING COMMISSION
Regular Meeting
Monday, June 27, 2022
6:00 PM
Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Present:

Alderman Robert Strzelczyk
Alderman Brian Parrish
Commissioner Greg Bach
Commissioner Dan Gentges
Commissioner Stephanie Hawley
Commissioner Rick Lemke
Commissioner Rebecca Schaefer
Commissioner John Stoker
Commissioner Martin Choren - **Absent**
Commissioner James Schaefer - **Absent**

Chairman Strzelczyk called the meeting to order at 6:00 p.m.

2) Approval of Meeting Minutes from May 23, 2022

Action

Commissioner Hawley made a motion to approve the May 23, 2022, meeting minutes.

Commissioner Becky Schaefer seconded the motion.

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

RESULT:	APPROVED [8 TO 0]
MOVER:	Stephanie Hawley, Commissioner
SECONDER:	Rebecca Schaefer, Commissioner
AYES:	Strzelczyk, Bach, Gentges, Hawley, Lemke, Parrish, R. Schaefer, Stoker
ABSENT:	Choren, Schaefer

Attachment: PC_06.27.22_FINAL (7551 : Planning Commission meeting minutes of June 27, 2022)

3) Public Hearing / Consent

- a) Kolbrook Design Inc for Brixmor SPE1 LLC. The applicant is seeking conditional use grant approval to allow for a restaurant for the property located at 10990 N. Port Washington Road (Tropical Smoothie Cafe).

Action

Commissioner Stoker made a motion to go into a public hearing
Commissioner Hawley seconded the motion.
A voice vote was taken; vote passed (8-0)

No comment.

Action

Commissioner Stoker made a motion to close the public hearing
Commissioner Hawley seconded the motion.
A voice vote was taken; vote passed (8-0)

4) Regular Business/ Consent

- a) Peter Budnik. The applicant is seeking fill permit approval to allow for 4,850 C.Y. for the property located at 11701 W. Freistadt Road.
- b) Rob Oldenbury for East Mequon IVA, LLC. The applicant is seeking master sign plan amendment to allow for sign location modifications for the properties located at 12100 & 12200 N. Corporate Parkway (The Pointe).
- c) Gan Ami Mequon. The applicant is seeking building and site plan amendment approval to allow for a 638 sq. ft. addition to the existing building for the property located at 10813 N. Port Washington Road.

Action

Commissioner Bach made a motion to approve all 4 of the Consent Agenda items.
Commissioner Lemke seconded the motion.
A voice vote was taken; vote passed (8-0)

RESULT:	APPROVED [8 TO 0]
MOVER:	Gregg Bach,
SECONDER:	Rick Lemke
AYES:	Strzelczyk, Bach, Gentges, Hawley, Lemke, Parrish, R. Schaefer, Stoker
ABSENT:	Choren, Schaefer

5) Regular Business

- a) An Ordinance Amending Chapter 58, Zoning Code, as it Relates to Permitted Uses in Table 58-301-1 of the Town Center (TC) Zoning District to Allow Event Planning Services with Facilities

Director Tollefson stated that staff does recommend approval for event planning services with facilities. Staff recommends approval for this permitted use with specific design standards that it be small scale and there be control on the amount of the square foot warehouse and storage. The warehouse, storage or other components should not be a larger component of the use than the event services themselves.

The action of the Commission will be forwarded to the Common Council for a first reading in July and action taken in August.

There was a short discussion regarding parking and that parking capacity will be evaluated once an actual business applies for approval.

Action

Commissioner Hawley made a motion to recommend approval of this item to the Common Council.

Commissioner Lemke seconded the motion.

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

RESULT:	APPROVED [8 TO 0]
MOVER:	Stephanie Hawley, Commissioner
SECONDER:	Rick Lemke, Commissioner
AYES:	Strzelczyk, Bach, Gentges, Hawley, Lemke, Parrish, R. Schaefer, Stoker
ABSENT:	Choren, Schaefer

- b) Kwik Trip. The applicant is seeking minor request approval to allow for a fence for the property located at 10360 N. Cedarburg Road.

Director Tollefson stated that there has been a lot of work with neighboring property owners and Kwik Trip representatives. There was a joint meeting with open dialogue and a chance for everyone to be heard between city staff, Kwik Trip representatives and property owners that led to the recommendations presented to the Commission. The application is for the approval of a fence greater than 6-feet in height.

About 18 months ago, a fence was installed at the Kwik Trip property, which per the code was 6 feet in height. It did not do the job of mitigating the spread of trash that it was intended to do for the neighbors. That fence was removed, and the current application was made.

Staff proposes that the fence run along the east property line, but also turn the corners at the northeast and southeast corners to help control the debris. There are single family homes and the Milwaukee River located to the east of the property. The neighbors expressed an interest in a 12-

foot-tall fence, but staff is concerned about the height due to precedent setting. She explained that there is a grade difference of about 1-2 feet along the east parking lot curb line and where the fence would be located. This area of the site contains the vacuum area and is an area where garbage is being unloaded from cars. There are over-sized trash cans located there and Kwik Trip placed additional trash cans in this area over the past year to help control debris blowing around on the site. The shed roof of the car wash building is approximately 10 feet in height and the enclosed brick dumpster is about 9 feet in height, also located near the east property line.

Dir. Tollefson explained that there will be some green space between the fence and the more formal landscape areas of the site as well as a natural buffer immediately east of the proposed fence location. The location of the fence was determined by city staff and Kwik Trip representatives and purposefully winds around some natural landscaping located in the northwest corner of the property. The landscape and trees in that area are all over 14-feet in height, a factor of scale for determining height of fence. Staff is recommending that the fence height drop a bit as it gets closer to Donges Bay Road to soften the look of it at the driveway entrance.

Staff recommends that the fence not be higher than 10 feet and anything over 8 feet should include a decorative top element to the fence. Kwik Trip originally proposed a white fence, but it does not match any of the features on the site. Staff recommends a darker brown color to better match the C-store, car wash and dumpster enclosure. Additionally, there are several other site improvements that are required as part of the approval of the fence, including:

- Dampening the horn in the car wash facility.
- Car wash interior light will be on a sensor.
- Control over the timing of deliveries of services on site – no overnight services.
- Some landscape on the east side of the fence to help mitigate light pollution.
- No Parking Signs to be added along Donges Bay Road to discourage parking there.

Dir. Tollefson stated that prior to the meeting, Kwik Trip communicated they are having difficulty locating the suggested 8–10-foot brown colored fence. She suggested that the Commission make an approval that the fence colors and materials be consistent with the other structures on site and that the final design be subject to staff approval.

The applicant, Carrie Wiggins, Kwik Trip District Leader, stated that the neighbors are justified in their complaints of the debris on their properties. She believes that the fence is the best option to help mitigate this issue.

There was discussion that this is a unique site with a specific issue that needs to be addressed to protect the neighboring residential properties and should not be considered precedent setting. This is the only gas station in the city that is located immediately adjacent to single-family homes and single-family zoning. The grade separation of the finished elements on site compared to where the fence will be located already eliminates a few feet of visual impact the fence would make.

It was discussed that the neighbors left the joint meeting feeling that their concerns were heard. There was collaboration between all parties as to where the fence will be located. Dir. Tollefson

has maintained contact with the neighbors regarding the other improvements that will be required along with the installation of the fence.

Action

Commissioner Becky Schaefer made a motion to approve the 10-foot fence subject to the conditions in the staff report.

Commissioner Stoker seconded the motion.

Ms. Wiggins stated that they have implemented several measures to help reduce the trash on site and on the neighboring properties, including these actions:

- Increased number of trash pick-ups throughout the day.
- Increased number of large trash cans on site.
- Mowed lawn and clippings are bagged.

Ald. Strzelczyk made a friendly amendment to add the non-precedent setting reasons for approving the height of the fence is a multi-purpose gas station with grocery and car wash and its location adjacent to single family homes.

The amendment was accepted.

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

RESULT:	APPROVED [8 TO 0]
MOVER:	Rebecca Schaefer, Commissioner
SECONDER:	John Stoker, Commissioner
AYES:	Strzelczyk, Bach, Gentges, Hawley, Lemke, Parrish, R. Schaefer, Stoker
ABSENT:	Choren, Schaefer

- c) K&B Investment Group, LLC. The applicant is seeking building and site plan amendment approval to allow for a new to lease a portion of the building for the property located at 10903 N. Weston Drive (L & A Crystal).

Asst. Dir. Zader stated that this is an unusual request as the Town Center zoning district requires building and site plan approval any time a single tenant building switches ownership, if not done in the past five years. This site is located on the curve of Buntrock Avenue and Weston Drive. Most of the site will be leased to a graphic design firm, which is a permitted use in the Town Center zoning district. Staff completed an on-site elevation of the property and made recommendations for items that should be addressed which are listed as conditions in the staff report and include:

- All outdoor storage shall be removed.
- Paint the windows and trim.
- Replace some non-conforming light fixtures.
- Update the foundation planning.
- Dead tree removal.

The owner has agreed to all the conditions and many of them have already been completed. The removal of the outdoor storage will be handled when they relocate their business operations in the near future. Staff recommends approval.

The applicant confirmed the list of improvements have been completed except the removal of the outdoor storage.

Action

Commissioner Lemke made a motion to approve the item.

Commissioner Becky Schaefer seconded the motion.

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

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

- d) Michael Perlewitz. The applicant is seeking preliminary plat, development agreement and specimen tree removal approval to allow for a new 7-lot conservation subdivision for the property at the southwest corner of Villa Grove and Freistadt Road (The Green at Mequon).

Asst. Dir. Zader stated this approval request is for a 7-lot conservation subdivision located at Villa Grove Road and Freistadt Road. The zoning change was approved in November and approved by the Common Council in January. The seven lots will be accessed by a private road, Villa Grove Road. At the November rezoning approval meeting there was discussion regarding specimen trees as there are several on this site. The City Forester did recommend the two trees on Lot 4 be removed as they impact the house pad. This was ratified in the PUD to include the condition that tree replacement or donation policy be included as a condition of removal. The applicant is requesting one exception regarding the entrance island sizing which can be addressed by Eng. Dir. Lundeen. Staff recommends approval according to the conditions in the report.

The applicant, Michael Perlewitz is present.

Public Feedback

Wendy Porterfield – 3245 Oak Shore Lane – she is opposed to this development as she has concerns about the river and the high levels of water on Villa Grove Road. She also stated that there has been much increased boat traffic, and this is now a very busy road with limited parking.

David Schlageter - 3827 Freistadt Road - he has concerns about this development as he believes that Villa Grove Road is not sufficient to handle the traffic. He also has concerns about the water that comes out between Lots 2 & 3 and the amount of fill approved as he stated that this area floods.

There was some discussion about the watershed and the storm water management facilities. Eng. Dir. Lundeen stated that the water will follow the overall natural drainage pattern and not block or redirect the water. The applicant is required, per city ordinance that the release rate be equal to or less than what the rate is currently predevelopment.

Asst. Dir. Zader stated that SEWRPC and DNR are currently working on updating and modifying the floodplain maps based on modeling done on the Milwaukee River. For the most part it will remain the same, with some parts slightly increased by less than ½ foot

Staff answered that Villa Grove Road is 20 feet wide and although 22 feet is the standard width, there are other roads in the city that are also 20 feet in width.

The fill total requested is less than 1,000 C.Y. Each individual lot will be required to have a grading plan adhere to the master grading plan. The specimen tree issue was addressed at the PUD rezoning approval meeting in November and the Common Council had the opportunity to address any concerns. It was adopted as part of the PUD that the two trees on Lot 4 are allowed to be removed and the replacement language is included as part of the PUD.

There was discussion from the Commission regarding the concern about flooding in the area. Eng. Dir. Lundeen answered that the entrance island is required at all subdivision entrances and the standard specifications do not distinguish public roads from private roads. The applicant is requesting a reduction in the standard specifications as it relates to the width of the island and the width of the entrance road which is proportionate with the rest of the road.

Action

Commissioner Stoker made a motion to recommend approval subject to staff recommendations. Commissioner Hawley seconded the motion.

A roll call vote was taken; vote passed (6-2) (No: Becky Schaefer, Ald. Strzelczyk)

RESULT:	APPROVED [6 TO 1]
MOVER:	John Stoker, Commissioner
SECONDER:	Stephanie Hawley, Commissioner
AYES:	Bach, Gentges, Hawley, Lemke, Parrish, Stoker
NAYS:	R. Schaefer, Strzelczyk
ABSENT:	Choren, Schaefer

7) Policy

An Ordinance Amending Chapter 58 of the Mequon Municipal Code as it Relates to Stormwater Facilities (Maintenance Responsibility and Green Unfractured)

Eng. Dir. Lundeen stated that the proposed amendment addresses two different issues. One is the storm water facility maintenance which utilizes the MS4 Permit which is regulated by the EPA and administered by the DNR. It requires that the city has a certification program for its storm water facilities. It requires that every 5 years the storm water facilities are certified, and that the HOA is responsible for maintaining those facilities between certifications. Staff is diligent to

ensure that all new developments are required to have storm water maintenance and easement agreements that define all those responsibilities. Unfortunately, those from several decades ago were inconsistently approved with storm water maintenance and easement agreements. She explained that staff believes that the proposed ordinance provides that the requirements are in place, but unfortunately in administering some of these certification requirements, the legal responsibility has fallen on the lot owners on which the storm water facilities exist. The proposed ordinance corrects that and in the absence of a HOA that the responsibility is equally shared by all lot owners within the subdivision.

She stated that while reviewing the ordinance amendment it caused staff to review the storm water ordinance as it relates to green infrastructure requirements. Two years ago, MMSD implanted some green infrastructure requirements for the addition of impervious surface between 5,000 and less than ½ acre in developments where there is not an existing storm water maintenance and easement agreement. This proposed update includes the pass through of those requirements which as an MMSD community in the city is required to administer. She commented that it also addresses a reduction in the drainage financial guarantee. Right now, the financial guarantee is intended for subdivisions and larger developments, but the burden has been passed to single family homeowners that are required to post the drainage financial guarantee. Staff finds value in these guarantees as it is the only clause that ensures that the facilities are installed per the approval.

Staff is requesting that if the Commission recommends approval of the ordinance that at the Council level that it is accompanied by a fee schedule to set a standard fee for the drainage financial guarantee for green infrastructure rather than having it scaled based on the required improvements.

Eng. Dir. Lundeen answered that there are 7 subdivisions without agreements that staff has struggled to get certified, and the responsibility is falling onto individual single-family homeowners.

She added that the city will do an analysis of whether the fee should be based on the amount of impervious surface or the size of the lot to determine if there should be a scaled version of the fee.

There was discussion from the Commission about concerns regarding this subject including the legal issue and management of compliance. Ald. Parrish suggested that the City Attorney review the language as he believes it is missing some context. Eng. Dir. Lundeen clarified that the proposed language would assess not only the fees but a penalty to avoid the city involvement.

Action

Commissioner Stoker made a motion to recommend approval of this item to the Common Council as written.

Commissioner Lemke seconded the motion.

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

8) Announcements

9) Adjourn

Action

Commissioner Becky Schaefer made a motion to adjourn the meeting.

Commissioner Stoker seconded the motion.

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

Meeting adjourned at 7:30 p.m.

Respectfully Submitted,

Jac Zader



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Police and Fire Departments

PUBLIC SAFETY COMMITTEE

Tuesday, May 10, 2022

5:15 PM

Lower Conference Room

Minutes

1) Call to Order and Roll Call

Present:

Chair Kathleen Schneider

Alderman Glenn Bushee

Alderman Mark Gierl

Also Present: Police Chief Pryor, Fire Chief Bialk, City Attorney Sajdak, Administrative Coordinator Melina Bowen

2) Election of Chair

a. Motion to nominate Kathleen Schneider as Chairperson

A motion to nominate Alderman Schneider as Committee Chair was made by Alderman Gierl, seconded by Alderman Bushee.

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

MOVED BY: Alderman Gierl

SECONDED BY: Alderman Bushee

AYES: Schneider, Bushee, Gierl

3) Approve Meeting Minutes

a. Public Safety Committee - Regular Meeting - Dec 14, 2021 5:45 PM

RESULT: **Accepted [Unanimous]**

MOVED BY: Alderman Gierl

SECONDED BY: Alderman Bushee

AYES: Schneider, Bushee, Gierl

4) Ordinances

Action requested: review and recommend approval

1. **ORDINANCE 2022-1623** An Ordinance Amending Various Provisions of the Mequon Municipal Code in Connection with Establishment of the Southern Ozaukee Fire & Emergency Medical Services Department

City Attorney Sajdak discussed proposed changes to the ordinance to address the Fire Department becoming a separate entity due to consolidation with Thiensville. Alderman

Bushee moved to remove section 30-23 and approve the amended ordinance, Alderman Schneider seconded. The motion to approve the proposed changes to the ordinance with removal of section 30-23 was approved by voice acclamation unanimously.

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

AYES: Schneider, Bushee, Gierl

5) Adjourn

a. Motion to adjourn the meeting

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

AYES: Schneider, Bushee, Gierl

Respectfully Submitted,

Melina Bowen



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Office of the City Administrator

PUBLIC WELFARE COMMITTEE

Tuesday, June 14, 2022

5:30 PM

Lower Conference Room

Minutes

1) Call to Order, Roll Call

Present:

Chair Dale Mayr
Alderman Mark Gierl
Alderman Kathleen Schneider

Also Present: Assistant City Administrator Schoenemann, City Attorney Sajdak, Building Inspections Supervisor Hadley, and Executive Assistant Enea

2) Approval of Meeting Minutes

a. Public Welfare Committee meeting minutes of May 10, 2022

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

MOVED BY: Alderman Schneider

SECONDED BY: Alderman Gierl

AYES: Mayr, Gierl, Schneider

3) Discussion Items

a. Accessory Structures

Building Inspections Supervisor Hadley began the discussion by talking about the recommendation from staff to have the ability to approve accessory structures that are under 300 square feet to take away the burden from the Architectural Board. Currently, staff approves structures under 150 square feet, but there was never a technical square foot established, that was just the amount listed at usage and setbacks and tied into zoning and lot coverage. Alderman Mayr wants to see the language more clear-cut. After some discussion regarding the provided chart and design materials, the Committee requested that staff bring back next month some more specific language with definitions for use versus structure and to set-up a path of approval. More specifically, to list structure(s), provide definitions and sizes, allowed standards, and rules that apply.

b. Composting

Alderman Gierl began the discussion regarding composting and the documentary, "Kiss the Ground." He thought it had some great ideas to make a positive difference and to preserve resources. Assistant City Administrator Schoenemann shared that there are several local companies such as Compost Crusader, Waste Not, and Curby's that already offer composting services to residents for as little as \$5/month. The Brush Site was suggested as a possible area to provide this service. It will be discussed further at a future meeting.

- 4) Work Calendar
 - a. Work Calendar

Alderman Mayr asked that if Committee Members have additional items to please send them to Assistant City Administrator Schoenemann for inclusion on the calendar.

- 5) Next Meeting Date
 - a. July 12, 2022

- 6) Adjourn

Alderman Gierl moved to adjourn at 6:04 P.M. and Alderwoman Schneider seconded.

Respectfully Submitted,

Carrie Enea
Executive Assistant

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

Attachment: Zoning enforcement through August 1, 2022 (7563 : Zoning Enforcement and Site

	A	B	C	D	E	F	G	I	J	K	L
62	1	140191500200	11206-11210 W MEQUON ROAD	JORDON OR KRISTY LARSON	PARKING	2/25/2022	3/11/2022		1	NO	
63	1	140191500200	11206- 11210 W MEQUON ROAD	JORDON OR KRISTY LARSON	OUTSIDE STORAGE	2/25/2022	3/11/2022		1	NO	
64	1	140191500200	11206-11210 W MEQUON ROAD	JORDON OR KRISTY LARSON	OUTSIDE MAINTANCE	2/25/2022	5/30/2022		1	NO	
65	2	140950607000	3033 W RENEE COURT	IGOR OR MARGARITA LETKIN	PARKING	3/8/2022	3/22/2022		1	NO	
66	6	150300800400	10841 N ORIOLE LANE	NICHOLAS OR LAURA MEYER	OUTSIDE STORAGE	3/14/2022	3/31/2022		1	NO	
67	6	150300800400	10841 N ORIOLE LANE	NICHOLAS OR LAURA MEYER	GENERAL MAINTENANCE	3/14/2022	5/30/2022		1	NO	
68	6	140950607000	2030 W SUNNYDALE LANE	DIANNE MCCLELLAN	PARKING	3/14/2022	3/31/2022		1	NO	
69	6	140950607000	2030 W SUNNYDALE LANE	DIANNE MCCLELLAN	OUTSIDE STORAGE	3/14/2022	3/31/2022		1	NO	
70	4	140271200400	6926 W DONGES BAY ROAD	GO RITEWAY	PARKING	3/17/2022	3/21/2022		1	NO	
71	4	140271200400	6926 W DONGES BAY ROAD	GO RITEWAY	ADVERTISING FLAG	3/17/2022	3/21/2022		1	NO	
72	4	140840205000	9612 W MEQUON PLACE	LEWIS OR JEAN BIRKEL	OUTSIDE MAINTENANCE	3/23/2022	6/1/2022		1	NO	
73	7	150850000002	3100 W COUNTRY CLUB DRIVE	NORTH SHORE COUNTRY CLUB	LANDSCAPING	3/23/2022	6/1/2022		4	YES	
74	4	140500709001	1863/461 N 1/2 LOT 9 BLK 7 CEDARBURG ROAD	WILLIAM CONLEY	MAINTENANCE	3/24/2022	7/1/2022		1	NO	
75	4	140270901200	10541-10601 N COMMERCE STREET	MEGAL DEVELOPMENT CORPORATION	BUSINESS OCCUPANCY PERMIT	3/31/2022	4/8/2022		4	YES	
76	2	140240701200	11610 N RIVER ROAD	MARILYN MANKE	OUTSIDE STORAGE	3/31/2022	4/7/2022		1	NO	
77	5	RENTAL	11700 N PORT WASHINGTON ROAD	MARCUS NORTH SHORE CINEMA	LITTER	4/6/2022	4/13/2022		1	NO	
78	5	150200701100	11616 N PORT WASHINGTON ROAD	ELITE HIGHLANDER MEQUON INC	LITTER	4/6/2022	4/13/2022		1	NO	
79	5	RENTAL	11558 N PORT WASHINGTON ROAD	METRO MARKET	LITTER	4/6/2022	4/13/2022		1	NO	
80	3	140860207000	11345 N SOLAR AVE	JEFFREY MCCLONE	PARKING	4/21/2022	4/28/2022		#5 CITATION 1,2	YES	
81	3	140892402000	11425 N VEGA AVE	DENNIS HERRERA	PARKING	4/23/2022	4/28/2022		1	NO	
82	3	140210101000	11932 N VEGA AVE	JOHN OR STACEY MURRAY	PARKING	4/23/2022	4/28/2022		1	NO	
83	3	141220004000	11912 N SOLAR AVE	JAMES MCNICHOL	PARKING	4/21/2022	4/28/2022		#5 CITATION 1,2	YES	
84	3	140870708000	11625 N VEGA AVE	ROBERT MACKIEWICZ	PARKING	4/21/2022	4/28/2022		1	NO	
85	3	140881402000	8509 W POPLAR DR	WILLIAM BLATZ	PARKING	4/21/2022	4/28/2022		1	NO	
86	4	140840509000	4808 W HIAWATHA DR	PAUL SCHUMACHER	HOOP HOUSE	4/21/2022	5/5/2022		1	NO	
87	2	141160010000	12335 N WOODFIELD CT	JEFFREY OR SUSAN POMERANTZ	OUTSIDE STORAGE	4/22/2022	4/29/2022		1	NO	
88	3	140500102002	6714 W MEQUON ROAD	MICHAEL OR TRACY LALONDE	OUTSIDE STORAGE	4/28/2022	5/13/2022		#5 CITATION	YES	
89	7	150560205000	1425 W ZEDLER LANE	BRADFORD FIGG	GARBAGE	5/10/2022	5/13/2022		#5 CITATION	NO	
90	2	141160010000	12335 N WOODFIELD COURT	JEFFERY OR SUSAN POMERANTZ	PARKING	5/17/2022	5/24/2022		1	NO	
91	5	RENTAL	11740 N PORT WASHINGTON ROAD	BANK FIRST	BANNER	5/17/2022	5/21/2022		1	NO	
92	5	EXEMPT	13800 N PORT WASHINGTON ROAD	UNITARIAN CHURCH	BANNER/FLAG	5/17/2022	5/21/2022		1	NO	
93	3	RENTAL	6006 W MEQUON ROAD	SPUR 16	BANNER/FLAG	5/17/2022	5/21/2022		1	NO	1 COMPLIANCE ACHIEVED
94	8	RENTAL	10900 N PORT WASHINGTON ROAD	THE FEED BAG	BANNER	5/17/2022	5/21/1955		1	NO	2 COMPLIANCE DATE NOT MET
95	2	EXEMPT	3906 W MEQUON ROAD	ST BONIFACE CHURCH	BANNER	5/17/2022	5/21/2022		1	NO	3 WAITING ON REPLY
96	5	151001214000	1630 W DOROTHY PLACE	DAVID OR SHELLY HAUGH	OUTSIDE MAINTENCE	5/25/2022	6/18/2022		EXTENSION	YES	4 EXTENSION GRANTED
97	5	151001214000	1630 W DOROTHY PLACE	DAVID OR SHELLY HAUGH	OUTSIDE STORAGE	5/25/2022	7/1/2022			NO	5 ISSUED TO CITY ATTORNEY OFFICE
98	3	140870504001	11733 N WAUWATOSA ROAD	DELORES FILLAFER	OUTSIDE STORAGE	5/25/2022	6/15/2022		EXTENSION	YES	6 SCHEDULED COURT DATE
99	3	140870504001	11733 N WAUWATOSA ROAD	DELORES FILLAFER	OUTSIDE MAINTENANCE	6/7/2022	7/5/2022			YES	7 COURT RULING
100	4	140341600200	BAEHR AND COUNTY LINE/ NO ADDRESS	BILL FINE/COUNTY LINE HOLDINGS	PARKING	6/13/2022	6/29/2022		EXTENSION	YES	8 PRETRIAL DATE
101	6	150570602000	1424 W ZEDLER LANE	ROSEMARY KOLLER	GRASS	6/15/2022	6/22/2022		EXTENSION	YES	9 TRIAL DATE
102	8	151070412000	819 SIERRA LANE	VANN FAMILY TRUST	GRASS	6/15/2022	6/22/2022		1	NO	10 FINAL RULING
103	7	141510005000	9853 N RANGE LINE ROAD	CYNTHIS COAKLEY	OUTSIDE STORAGE	6/15/2022	6/29/2022		EXTENSION	YES	11 ALTERNATE PROCEDURE
104	5	151030214001	12707 N EAST SHORELAND DRIVE	GARMAN LIVING TRUST	PARKING	6/15/2022	6/29/2022		1	NO	
105	5	151030211000	12731 N EAST SHORELAND DRIVE	TED RUEHL	OUTSIDE STORAGE	6/15/2022	6/29/2022		1	NO	
106	4	140640202000	10811 N SHERWOOD DRIVE	CHARLES CONRAD	YARD WASTE BRANCHES	6/21/2022	6/28/2022		1	NO	
107	8	151070412000	819 W SIERRA LANE	VANN FAMILY TRUST	TRASH/LITTER	6/21/2022	6/28/2022		1	NO	
108	6	150710411000	11604 N HILLSIDE LANE	MICHAEL GMIREK OR SUZANNE PEPLINSKI	TURF GRASS	6/21/2022	6/28/2022		EXTENSION	NO	
109	6	150710405000	11433 N COUNTRY LANE	WILLIAM GENSRIK	TEMPORARY STRUCTURE	6/21/2022	6/28/2022		EXTENSION	NO	
110	6	150710405000	11433 N COUNTRY LANE	WILLIAM GENSRIK	PARKING	6/21/2022	6/28/2022		1	NO	
111	6	150630108000	11320 N VALLEY DRIVE	JONATHAN SCHULTZ	PARKING	6/21/2022	6/28/2022		1	NO	
112	7	140700083000	3327 BURGANDY COURT	LYNN VORBECK	PARKING	6/21/2022	6/28/2022		1	NO	
113	6	150990701000	12345 N EAST SHORELAND DRIVE	ANDREW OR WENDY PETZOLD	OUTSIDE MAINTENANCE	6/23/2022	7/29/2022		EXTENSION 11/1/22	YES	
114	6	150990701000	12345 N EAST SHORELAND DRIVE	ANDREW OR WENDY PETZOLD	TURF GRASS	6/23/2022	7/14/2022			YES	
115	5	150060901900	13804 N MARTIN WAY SUITE 2400	13804 N MARTIN WAY LLC	POOL FENCE	7/7/2022	7/29/2022		EXTENSION	YES	
116	5	150061500900	1908 W BONNIWELL ROAD	FRANK OR JEANETTE BOTTO	POOL FENCE	7/7/2021	7/29/2022		EXTENSION	YES	
117	2	150911001000	2517 W CHESTNUT ROAD	TAOFIKI OR KERRY ALABI	PARKING	7/15/2022	7/22/2022			NO	
118	4	140501305007	9807 N CEDARBURG ROAD	RYAN OR KATHERINE KAUTZER	TURF GRASS	7/15/2022	7/22/2022			NO	
119	6	XXXXXXXXXX	NORTH SHORE ESTATES	DEBRA NEWELL PRESIDENT	OUTSIDE STORAGE	7/14/2022	8/5/2022			YES	
120	3	142010051000	10879 N WILDCAT WAY	AMBER SCHROEDER	FENCE	5/16/2022	5/27/2022		#5 CITATION	YES	
121	3	140860205000	11413 N SOLAR AVENUE	DUANE OR JULIE WAGNER	PARKING	7/21/2022	8/4/2022			YES	
122	8	RENTAL	10930 N PORT WASHINGTON ROAD	SENDIKS	BANNERS	7/21/2022	7/28/2022			NO	

	A	B	C	D	E	F	G	I	J	K	L
123	1	XXXXXXXXXX	HIGHLANDS LOT 8	KINGS WAY HOMES	OUTSIDE MAINTENANCE	7/22/2022	7/29/2022			YES	
124	4	140270201500	6835 W MEQUON ROAD	ENCLAVE FRONT LOT	LANDSCAPING	7/22/2022	8/15/2022			YES	
125	4	140270200200	6729 W MEQUON ROAD	STORYPOINT SENIOR LIVING	SIGNS	7/22/2022	8/19/2022			YES	
126	7	150850000002	3100 W COUNTRY CLUB DRIVE	NORTH SHORE COUNTRY CLUB	LANDSCAPING	7/22/2022	10/5/2022		EXTENSION	YES	
127	8	XXXXXXXXXX	10930 N PORT WASHINGTON ROAD	MEQUON PAVILIONS	FLAGS	7/22/2022	7/29/2022			YES	
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 Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Community Development

TO: Common Council
FROM: Kim Tollefson, Director of Community Development
DATE: May 10, 2022
SUBJECT: RESOLUTION 3969 A Resolution Approving a Second Amendment to the Development Agreement for the Artesa Multi-Family Residential Development Located at 1130 North Buntrock Avenue, Transferring Ownership from Dermond Property Investments, LLC to Milwaukee Dermond, LLC

Background

Dermond Property Investments, LLC and the City of Mequon are party to an approved development agreement in connection with the construction, public improvements, incentives and development value(s) of a 33-unit residential development located at 11130 North Buntrock Avenue in Town Center. The original development agreement was approved on September 12, 2016, and a first amendment was approved on October 10, 2017. The current and original owner requests to amend the agreement due to a transfer of owner to Milwaukee Dermond, LLC.

Analysis

All terms and contingencies of the development agreement remain in effect and the project is in compliance with City approvals. Milwaukee Dermond, LLC is owned and operated by John and Mary Evilsizor. The company owns and manages 18 mixed-use developments in multiple states. The company owns two other projects in the Milwaukee area including Vue Apartments in Bayview and Avante Apartments on Jackson Street. These properties combined with Artesa were purchased as part of a portfolio acquisition. Please see attached images of those projects and the owner's narrative related to this request.

Fiscal Impact

The adoption of this resolution is fiscally neutral.

Recommendation

A recommendation from the Finance-Personnel Committee is forthcoming on August 10, 2022.

Attachments:

Second Amendment Development Agreement (DOCX)
 Milwaukee Dermond LCC Ownership Sites (DOCX)
 Application Narrative (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3969

A Resolution Approving a Second Amendment to the Development Agreement for the Artesa Multi-Family Residential Development Located at 1130 North Buntrock Avenue, Transferring Ownership from Dermond Property Investments, LLC to Milwaukee Dermond, LLC

RECITALS

A. The Artesa residential development located in the Town Center neighborhood contains 33 units and is located at 11130 North Buntrock Avenue.

B. The Common Council approved the Development Agreement for the property on September 12, 2016, and a first amendment on October 10, 2017.

C. The Developer and Owner wishes to amend the Development Agreement authorizing new ownership of the project by Milwaukee Dermond, LLC.

D. The development agreement provides for the installation of improvements and the payment of fees as well as incentives for a specified development value and is an agreement among the Owner and the City.

E. All contingencies placed on the Developer, Owner and City as part of the Development Agreement remain in effect.

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

1. A Second Amendment to the Development Agreement for The Artesa residential development 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: August 10, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on August 10, 2022.

Caroline Fochs, City Clerk

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

WHEREAS, the parties to this Second Amendment to Development Agreement executed that certain Development Agreement of September 12, 2016 (“the Development Agreement”) and a First Amendment of October 10, 2017.

WHEREAS, the parties are desirous of amending said Development Agreement, in order to amend and restate certain terms and obligations, as follows.

NOW THEREFORE, the parties to this Amendment to Development Agreement, agree that the following shall modify and amend certain provisions of the Development Agreement, as follows:

1. All references to and meaning of Developer shall be defined as Milwaukee Dermond, LLC and all references to and meaning of Owner shall be defined as Milwaukee Dermond, LLC.
2. It is therefore authorized that the Developer approved to operate and manage the Project is Milwaukee Dermond, LLC.
3. Except as hereby amended, all other terms and provisions of the Development Agreement and the First Amendment to Development Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties to the Development Agreement and this Amendment to Development Agreement have caused this to be signed in duplicate originals this _____ day of _____, 2022, which shall be the effective date of this Second Amendment to Development Agreement.

CITY OF MEQUON

Andrew Nerbun, Mayor

William H. Jones, Jr., City Administrator

MILWAUKEE DERMOND LLC

By:_____

Dated:_____.

Ken Vonderach, Managing Member

Vue Apartments



Avante Apartments



To: The City of Mequon, Community Development
CC: Kimberly Tollefson
From: Ken Vonderach, Member/Manager Milwaukee Dermond, LLC
RE: Transfer of Dermond/Artesa Development Agreement and Amendment No 1.
Date: 7/5/2022

To Whom It May Concern:

Please be advised that Milwaukee Dermond, LLC has purchased Artesa Apartments on 4/8/2022. As advised by the previous ownership and per our agreement, we have submitted the appropriate paperwork to request a transfer of the Development Agreement that is associated with this property.

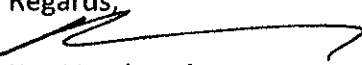
The project narrative is a simple transfer of this agreement from the previous ownership to us, the new ownership group. We plan on operating the asset as it has been from day one, and are not looking to make any additional changes at the location.

Milwaukee Dermond, LLC is wholly owned and operated by John and Mary Evilsizor. John and Mary Evilsizor have been buying and selling real estate for over 50 years. The currently own and self-manage 18 mixed use apartment complexes in Oregon (9), Denver (1), California(4), Texas(1), and Wisconsin(3). In addition to these 18 complexes, we are currently purchasing 2 other mixed-use apartment complexes in Lawrence Kansas. In total, John and Mary own and manage over 915 units throughout the U.S. In addition to Artesa, John and Mary own two other Milwaukee based assets. Vue Apartments located at 2202 S Kinnickinnic Ave (69 Units with one commercial space) and Avante Apartments located at 160 N Jackson Street. (36 units). All three of these assets were purchased as a Portfolio acquisition. In addition to John and Mary, the immediate family plays and important role in the identification, purchasing, selling, managing, and repositions of Capital and assets that John and Mary own. Several Generations of family members play important roles within the organization including, day to day management on location, accounting, marketing, human resources, and other job duties.

We are excited to enter the Wisconsin Market, as we believe that the assets and submarkets that we are in are good long-term investments. We also believe that the Artesa Project is the Crown Jewel of the three located in and around the Greater Milwaukee area, and look forward to a long and prosperous relationship with the city of Mequon.

If there is any additional information that is required, please feel free to reach out to us, but we feel that this should be a seamless and quick transfer of the Development agreement.

Regards,



Ken Vonderach

Manager/Member Milwaukee Dermond, LLC.

Attachment: Application Narrative (RESOLUTION 3969 : Artesa Ownership DA Amendment)



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

www.ci.mequon.wi.us

Office of Community Development

TO: Common Council
FROM: Jac Zader, Assistant Director Community Development
DATE: August 10, 2022
SUBJECT: ORDINANCE 2022-1628 An Ordinance Amending Chapter 58 of the Mequon Municipal Code to Rezone the Property Located at 10766 Torrey Drive from R-3 (Single-Family Residential) to R-3 with a Planned Unit Development (PUD), to Allow an 11-Lot Cluster Residential Subdivision

Background

The applicant, Torrey Drive, LLC, is requesting rezoning and concept plan approval for an 11-lot conservation subdivision development on 11.27 acres located at 10766 N Torrey Drive. The property is currently zoned R-3 (Residential 1 Acre). The parcel currently contains a single-family home and outbuildings that will be razed as part of the development.

Analysis

The site appears to be appropriate for a conservation subdivision in that it matches the development pattern of the surrounding subdivisions, and it contains several small wetlands and woodlands. The concept plan shows 11 lots served by a public road from Torrey Drive. The proposed lots range in size from .70 to .87 acres. There is a perimeter open space buffer proposed and as a condition of approval, the Planning Commission required the open space buffer on the south and west property line to be 30 feet and 25 feet on the north and east. The open space shall include a natural walking trail. There are two proposed stormwater ponds shown as part of the development which are in the outlot.

The proposed plan shows the road extending from the current stub of Torrey Drive to serve the development which terminates in a cul-de-sac. As a condition of approval, the Planning Commission recommended a 10-foot bike path connection between the proposed cul-de-sac and North Fairway Circle.

Site Conditions

The City Forester has walked the site and has determined there are 10 specimen trees which are located on Lot 3 of the proposed concept plan. As a condition of approval, the Planning Commission recommended that the stand of trees on the north end be located within the outlot area.

Fiscal Impact

The developer states that home/lot packages will be in excess of \$1,000,000 with annual tax revenue of at least \$140,000 at full build-out.

Recommendation

The Planning Commission recommended approval by a vote of 6-0 on July 25, 2022.

Attachments:

Exhibit A: Concept Plan (PDF)

Exhibit B: Yield Plan (PDF)

Exhibit C: Zoning Map (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2022-1628

An Ordinance Amending Chapter 58 of the Mequon Municipal Code to Rezone the Property Located at 10766 Torrey Drive from R-3 (Single-Family Residential) to R-3 with a Planned Unit Development (PUD), to Allow an 11-Lot Cluster Residential Subdivision

RECITALS

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

B. The Planning Commission by majority vote made a recommendation of approval on the 25th day of July 2022.

C. The required due notice and public hearing by the Common Council of the City of Mequon occurred on the 13th day of September 2022.

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

SECTION I

1. The City of Mequon Zoning Map is hereby amended so as to change the zoning classification of the property to R-3/PUD subject to the following conditions:

- A. All wetlands and associated offsets shall be contained in the outlot.
- B. The perimeter outlot shall be a minimum of 30 feet on the west and south, and 25 feet on the east and north. The area that includes the significant stand of trees shown on Lot 3 of the concept plan shall also be included in the outlot.
- C. All buildings shall maintain a minimum building setback of 30' from the public road right-of-way and a minimum 20' offset from the side and rear property lines, and a building setback of 50 feet from the right-of-way. Offsets to wetlands are to be established by the Department of Natural Resources (DNR).
- D. Lot coverage shall not exceed 20%.
- E. An open space plan with a natural trail shall be submitted for Planning Commission approval.
- F. The development shall comply with preliminary plat, development agreement, and final plat requirements.
- G. Architectural design of residential buildings shall comply with the Architectural Board's publication entitled "Guidelines for Residential Structures" and are subject to the Architectural Review Board.

- H. Street trees are subject to the approval of the Tree Board and Planning Commission.
- I. Street lighting, if proposed, is subject to the approval of the Planning Commission.
- J. Entryway signage and landscaping is subject to the approval of Planning Commission.
- K. Any substantial change to the general concept plans illustrated in the attached exhibits shall require appropriate amendment to this ordinance.
- L. The entire property is subject to the City of Mequon Tree Preservation Ordinance and necessary preservation easements, if any.
- M. There shall be an asphalt bike path that connects the proposed cul-de-sac to North Fairway Circle. The path shall be located in an outlot and be a minimum of 10 feet in width.
- N. The development shall connect to public water and sewer with appropriate road reparations where existing pavement is impacted.
- O. A WDNR concurrence letter should be submitted with the preliminary plat application. The wetland boundaries and protective areas should be shown on the preliminary plat. Assuming wetland fill is required, the developer shall submit the permitting documents from the WDNR prior to application for preliminary plat.

SECTION II

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

SECTION III

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

SECTION IV

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

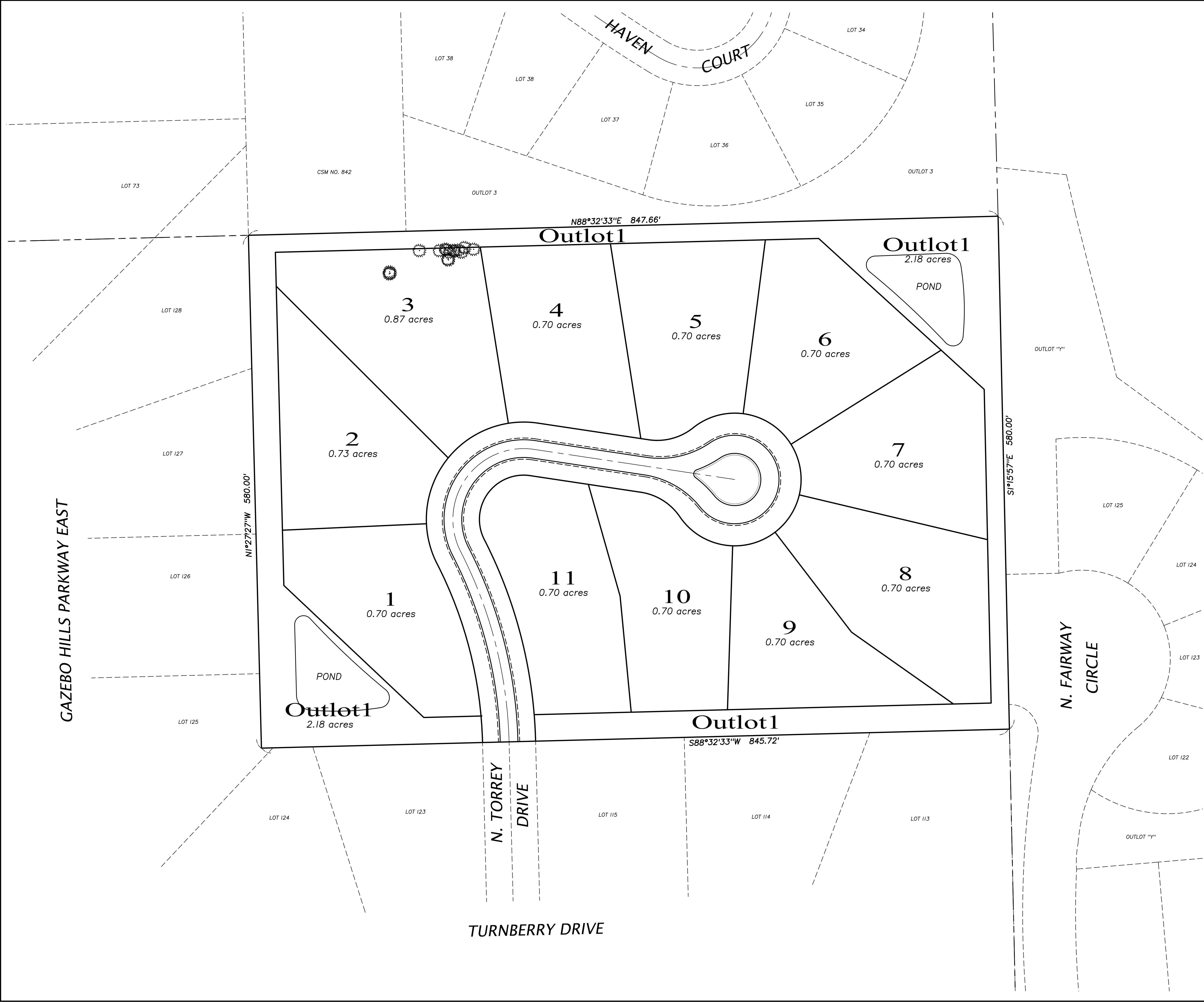
Approved by: Andrew Nerbun, Mayor

Date Approved: August 10, 2022

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on August 10, 2022.

Caroline Fochs, City Clerk

Published: _____



LEGAL DESCRIPTION :

Parcel 1 of Certified Survey Map No. 841, being a part of the Northeast 1/4 of the Southwest 1/4 of Section 25, Township 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin.

Said Parcel containing 11.274 acres of land, more or less.

LEGEND :

 DENOTES SPECIMEN TREES AS FLAGGED BY THE CITY FORESTER

Proposed Zoning Statistics:

Lot Coverage = 20%

Minimum Building Setbacks:

Front/Street = 30.0'

Side yard = 20.0'

Rear yard = 20.0'

Property Statistics:

Total Property Area = 11.27 acres (100%)

N. Torrey Court Road Dedication Area = 1.17 acres (10.38%)

Outlot 1 Area = 2.18 acres (19.34%)

Average Lot Area = 7.92 acres x 11 = 0.72 acres (70.28%)



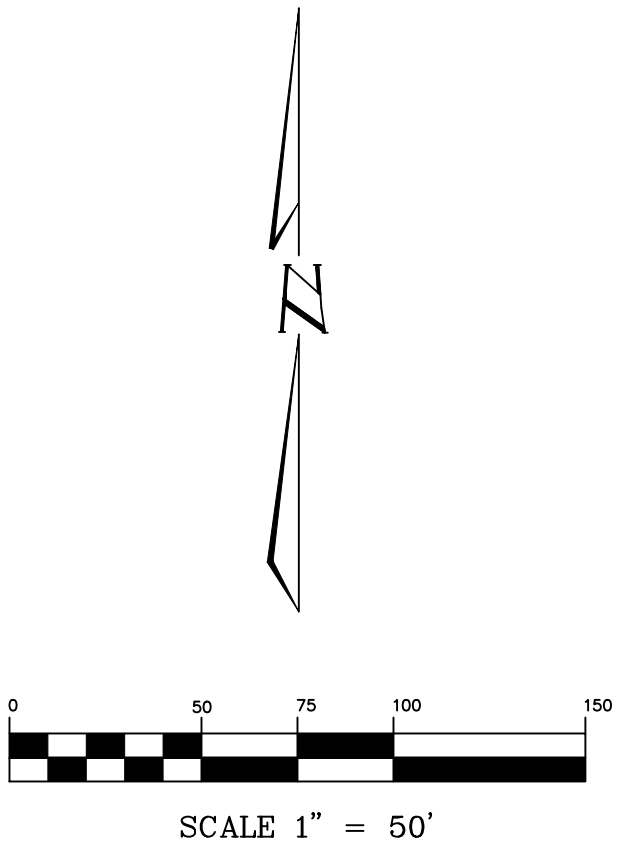
NSE **NORTH SHORE ENGINEERING, INC.**
Consulting Engineers & Land Surveyors
11433 N. Port Washington Rd., Mequon, Wisconsin, 53092
(262) 241-9400 • FAX: (262) 241-5337
www.NorthShoreEngineering.net

2	7/18/22	MINOR REVISIONS AND ADD SPECIMEN TREES	JGS	JWH
1	6/29/22	MINOR REVISIONS AS REQUESTED	JGS	JWH
MARK	DATE	REVISION	BY	APVD
"CONCEPTUAL LAYOUT"				
for Torrey Drive, LLC				
10766 N. Torrey Drive Mequon, WI				
DATE:	JUNE 17, 2022	DRAWN BY:	J.G.S.	
FIELD CREW:	N/A	Plot No.	LS-5310-22-CONCEPT	



LEGAL DESCRIPTION :
Parcel 1 of Certified Survey Map No. 841, being a part of the Northeast 1/4 of the Southwest 1/4 of Section 25, Township 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin.
Said Parcel containing 11.274 acres of land, more or less.

Property Statistics:
Total Property Area = 11.27 acres (100%)
Average Lot Area = 1.02 acres x 11 = 11.27 acres (100%)



NSE **NORTH SHORE ENGINEERING, INC.**
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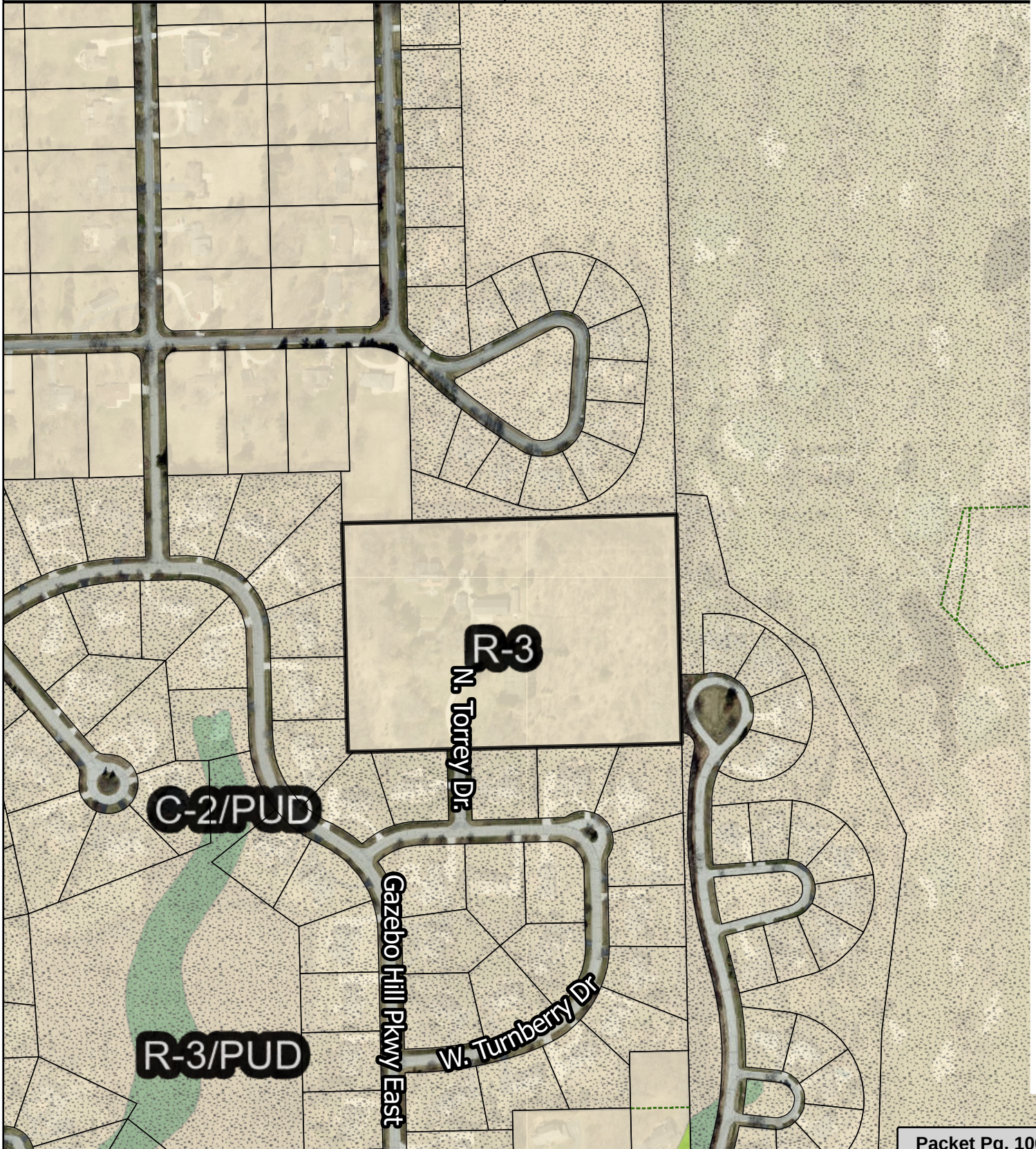
MARK	DATE	REVISION	BY	APVD
"YIELD PLAN"				
for Torrey Drive, LLC				
10766 N. Torrey Drive Mequon, WI				
DATE:	JUNE 17, 2022	DRAWN BY:	J.G.S.	
FIELD CREW:	N/A	Plot No.	LS-5310-22-YIELD	

TORREY DRIVE, LLC REZONE AND CONCEPT PLAN APPROVAL

AC Arrival Corridor
A-1 Agricultural Preserve
A-2 General Agricultural
B-1 Neighborhood Business
B-2 Community Business
B-3 Office & Service Business
B-4 Business Park
B-5 Light Industrial
B-6 Rural Industrial
B-7 Rural Business
C-1 Shoreland/Wetland Conservancy
C-2 General Conservancy
CGO Central Growth Overlay
FFO Flood Fringe Overlay
FW Floodway
IPS Institutional & Public Service

IPS Institutional & Public Service
NC Neighborhood Commercial
OA Agricultural Overlay
PUD Planned Unit Development Overlay
P-1 Park & Recreation
R-1 Single-Family Residential (5 Ac. Min.)
R-1B Single-Family Residential (2.5 Ac. Min.)
R-2 Single-Family Residential (2 Ac. Min.)
R-2B Single-Family Residential (1.5 Ac. Min.)
R-3 Single-Family Residential (1 Ac. Min.)
R-4 Single-Family Residential (3/4 Ac. Min.)
R-5 Single-Family Residential (1/2 Ac. Min.)
R-6 Single-Family Residential (4 DU/Ac.)
RM Multi-Family Residential
TC Town Center
TDR Transfer of Development Rights

7.I.1.c





www.ci.mequon.wi.us

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 12, 2022
SUBJECT: ORDINANCE 2022-1627 An Ordinance Repealing and Recreating Section 2-63(d) of the Mequon Municipal Code, Relating to Mayoral and Aldermanic Vacancies

Background

As part of the vacancy created by the results of the 2022 mayoral race, it was determined that the City Code was ambiguous on a couple of points and also potentially inconsistent with the applicable statute on filling vacancies. Specifically, Section 2-63(d) of the Mequon Municipal Code is unclear as to whether it would allow the filling of a vacancy by election as allowed by statute, or if it required the Common Council to make an appointment. Further, it is also unclear on the question of whether the Committee of the Whole is to make a recommendation to the Common Council. Based upon direction received at the June Common Council meeting to fill the current District 8 vacancy by special election, Mequon's Code should be updated to address these issues.

Analysis

The proposed ordinance makes the changes to address the ambiguities noted above. First, it makes it clear that the Common Council can address a vacancy in any manner authorized by statute, which includes appointment, a special election, or to leave the seat vacant until an election can be held. Second, the proposed amendments add language specifying that the Committee of the Whole recommends a candidate to the Common Council, which is consistent with both past practice and other provisions within Mequon's Code. Finally, the current Code section is silent as to how a mayoral vacancy is to be filled. Given that the applicable statute applies to both mayoral and aldermanic vacancies, the proposed ordinance adds a reference to the mayor in the Code to likewise make it consistent with the statute.

Fiscal Impact

None.

Update from July 12, 2022, Public Welfare Committee Meeting

At its meeting in July, the Public Welfare Committee recommended an amendment to expressly include reference to the acting mayor provisions of Sec. 2-22. The proposed ordinance incorporates this change by adding "in the event of a mayoral vacancy, until such vacancy is filled the terms of section 2-22 shall apply" to paragraph (d)(1).

In practical terms, this means that the Common Council President would serve as “acting mayor” during any such vacancy. Thereafter, if the Common Council President was absent or unable to perform any duty as “acting mayor”, the line of succession would then include the Chair of the Public Welfare Committee, the Chair of the Public Works Committee and the Chair of the Public Safety Committee, respectively.

Recommendation

On July 12, 2022, the Public Welfare Committee approved a recommendation in favor of adopting the proposed amendments, subject to the change discussed in the preceding paragraph, by a vote of 3-0.

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2022-1627

An Ordinance Repealing and Recreating Section 2-63(d) of the Mequon Municipal Code,
Relating to Mayoral and Aldermanic Vacancies

RECITALS

A. The Common Council previously adopted Section 2-63(d) of the Municipal Code relating to aldermanic vacancies.

B. As part of the vacancy created by the results of the 2022 mayoral race, it was determined that the Municipal Code was ambiguous as to whether it would allow filling the vacancy by an election as allowed by statute or if it required the Common Council to make an appointment.

C. The Common Council desires to eliminate this ambiguity and to make the Code consistent with the statutes.

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

SECTION I

Section 2-63(d) of the Mequon Municipal Code is repealed and recreated to read as follows:

(d) Mayoral or Aldermanic vacancy.

(1) When a vacancy shall occur in the mayoral or an aldermanic office, the common council may fill such vacancy in accordance with Wis. Stat. § 17.23. The city clerk shall announce the vacancy at the first regularly scheduled meeting of the common council following occurrence of the vacancy, and the common council shall select the manner of addressing the vacancy. In the event of a mayoral vacancy, until such vacancy is filled the terms of section 2-22 shall apply.

(2) If the council desires to fill the vacancy by appointment, whether for the residue of the unexpired term or until a special election is held:

a. The council shall direct the city clerk to advertise said vacancy in the official newspaper. The advertisement shall be placed in at least two editions not less than one week apart, and

shall state the time for submission of applications to fill said vacancy to the clerk, who shall forward the same to the common council, or a special committee thereof constituted for the purpose of reviewing the same and making recommendations.

b. Following the close of the application period, the common council shall meet as a committee of the whole for the purpose of interviewing all applicants who submit the required application, and recommend a candidate for appointment to the common council. Said meeting shall occur within 14 days of the close of the application period.

c. At the next regular common council meeting which follows the meeting of the committee of the whole, the council, by a majority vote, shall select one of the applicants to fill the vacancy.

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

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

SECTION V

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

Approved by: Andrew Nerbun, Mayor

Date Approved: August 10, 2022

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on August 10, 2022.

Caroline Fochs, City Clerk

Published: _____



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

www.ci.mequon.wi.us

Office of Administration

TO: Common Council
FROM: Justin Schoenemann, Assistant City Administrator
DATE: June 30, 2022
SUBJECT: RESOLUTION 3966 A Resolution Authorizing Execution of a Five-Year Lease Agreement for Print & Copier Services with Office Technology Group, Milwaukee, Wisconsin, in the Estimated Amount of \$68,340

Background

On an organization-wide basis, the City leases all of its multi-functional copiers, printers, and related maintenance responsibilities. The Police Department has its own print services lease at \$6,700 a year with the Office Technology Group (OTG), while all other printers and copiers are managed through one contract with Impact at \$28,742. The Police Department and the City's leases include toner, staples, and maintenance of all City-owned printers. The City's lease includes paper, while the Police Department's lease does not include paper, which is procured by the Department separately.

The Police Department's lease has ended and is now month-to-month. The City's lease for all other devices ends in February of 2023. The Police Department and the IT Division have recently been working to merge the two leases to achieve efficiencies and savings under one lease agreement.

Analysis

Sourcwell is a Minnesota based entity that provides cooperative purchasing and services for education, local governments, and nonprofits. The City has used Sourcwell over the years to procure equipment. Sourcwell has competitively bid purchasing agreements for printers and services that licensed providers can provide to public entities. OTG's Print Services Division is an approved Sourcwell provider. Through Sourcwell, OTG can replace the City's five leased multifunction copiers that are all at least five years old, with new Sharp multifunction copiers that match the City's print capacity needs.

A new lease through OTG will also provide around-the-clock maintenance for all devices, including 36 printers owned by the City, automatic toner and staple replenishment, and replacement of machines with like machines in the event they are not repairable. Furthermore, the City will gain access to data to better understand print copy activity and where potential future device consolidation can result in additional savings.

Fiscal

With a new lease, the City can consolidate the two leases into one for a combined cost of \$1,139 a month, which is \$13,668 a year or \$68,340 over five years. The second fiscal component accompanying the lease is the maintenance of all City printers and printing supplies. OTG will

bill the City based on usage. The table below depicts the projected annual costs through the proposed lease and services with OTG based on current usage rates.

Current Leasing Program		Proposed Leasing Program	
PD Lease & Services	\$6,700	OTG Lease	\$13,668
City Lease & Services	\$28,742	OTG Services	\$12,055
Total Cost	\$35,442	Total Estimated Cost	\$25,723
Estimated Annual Savings	-		\$9,719

The City's annual savings under the new agreement will be \$9,718.92 a year when compared to the existing two print service leases. Additionally, the agreement contains a three-year rate lock. Comparably, the City's current lease with Impact has no rate lock, which has resulted in 15% increases in four out of the last five years. However, the proposed lease with OTG does not include paper. At current prices, paper is anticipated to cost the City about \$3,000 annually, which can be funded by the anticipated savings achieved under the new lease. After accounting for paper, it is projected that the City will still realize a savings of about \$6,718.92 each year, which is a savings of \$33,359.60 over the life of the agreement.

Furthermore, approval of the lease in August will help the City avoid the impact of future rate increases and take delivery of the new Sharp devices by December. After the lease expires in five years, the City will have the option to enter a new lease with updated machines or purchase all leased machines at fair market value.

Recommendation

A recommendation is forthcoming by the Finance-Personnel Committee on August 10, 2022.

Attachments:

Exhibit A: Printer Lease Agreement (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3966

A Resolution Authorizing Execution of a Five-Year Lease Agreement for Print & Copier Services with Office Technology Group, Milwaukee, Wisconsin, in the Estimated Amount of \$68,340

RECITALS

A. The print services lease contract in the Police Department has expired and the City's lease for all other Departments is set to expire in February of 2023.

B. The replacement of this hardware is recommended because the current hardware is at least five years old and should be replaced to take advantage of new capabilities through one consolidated lease for the entire organization.

C. A lease agreement through The Office Technology Group, is recommended by City staff.

D. It is understood that by approving the lease agreement, a commitment is made for financing of the above-mentioned hardware and software over a term of five years.

E. The cost associated with the attached lease agreement is \$68,340 over five years, plus maintenance and managed print services costs that are based on the City's printing usage.

F. The Finance-Personnel Committee recommends approval of the attached agreement to lease new hardware.

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

1. The lease agreement with the Office Technology Group of Milwaukee, Wisconsin, in the form attached hereto is approved subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

Approved by: Andrew Nerbun, Mayor

Date Approved: August 10, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on August 10, 2022.

Caroline Fochs, City Clerk

Equipment Lease Agreement # _____

EQUIPMENT

Equipment MFG Model & Description	Serial Number	Accessories
See Schedule A		

☒ See attached schedule for additional Equipment / Accessories

Billing Address: City of Mequon, 11333 N. Cedarburg Rd., Mequon, WI 53092
 Equipment Location: Same Address

SUPPLIER

TRANSACTION TERMS

The Office Technology Group, Inc. 8858 West Schlinger Avenue Milwaukee, WI 53214	Purchase Option: Fair Market Value	
	Lease Payment: \$ <u>1139.00</u> (plus applicable taxes)	Term: <u>60</u> (months)
	Billing Period: ☒ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually (Monthly if not checked)	
	The following additional payments are due on the date this Lease is signed by you: Advance Payment: \$ <u>N/A</u> (plus applicable taxes) Applied to: ☐ First ☐ Last Document Fee: \$75.00 (included on first invoice)	

YOU HAVE SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT AGENTS OF ANY ASSIGNEE OF LESSOR AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS LEASE. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. YOU AGREE TO USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THIS LEASE AND YOU ACKNOWLEDGE THAT WE ARE AN INDEPENDENT CONTRACTOR AND NOT A FIDUCIARY OF LESSEE. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE RELATED TO THIS LEASE AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER LEASE TERM FOR ACCOUNTING PURPOSES.

EXCEPT AS PROVIDED IN SECTION 2, YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THIS LEASE SHALL BE DEEMED FULLY EXECUTED AND PERFORMED IN THE STATE OF LESSEE'S PRINCIPAL PLACE OF BUSINESS AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH SUCH LAWS.

TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.

BY SIGNING THIS LEASE, YOU ACKNOWLEDGE RECEIPT OF PAGES 1 AND 2 OF THIS LEASE, AND AGREE TO THE TERMS ON PAGES 1 AND 2. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

TERMS AND CONDITIONS

1. **COMMENCEMENT OF LEASE.** Commencement of this Lease and acceptance of the Equipment shall occur upon delivery of the Equipment to you ("Commencement Date"). To the extent that the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such intangible property shall be referred to as "Software". You understand and agree that we have no right, title or interest in the Software and you will comply throughout the Term of this Lease with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Commencement Date of this Lease. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing this Lease you assign to us all of your rights, but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under this Lease.

2. **LEASE PAYMENTS.** You agree to remit to us the Lease Payment and all other sums when due and payable each Billing Period at the address we provide to you from time to time. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Lease and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us. Lease Payments will include any freight, delivery, installation and other expenses we finance on your behalf at your request. Lease Payments are due whether or not you receive an invoice. You authorize us to adjust the Lease Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer and/or Supplier.

NON-APPROPRIATION OF FUNDS. You intend to remit to us all Lease Payments and other payments for the full Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to pay Lease Payments and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 11 of this Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that: (a) funds have not been appropriated for the fiscal period; (b) such non-appropriation did not result from any act or failure to act by you; and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate this Lease because of a non-appropriation of funds, you may not purchase, lease or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment provided, however, that these restrictions shall not be applicable if or to the extent that the application of these restrictions would affect the validity of this Lease. This Section 2 shall not permit you to terminate this Lease in order to acquire any other Equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

Continued on Page 2

LESSOR ("We", "Us")

LESSEE ("You")

The Office Technology Group, Inc. By: X _____ Name: _____ Title: _____ Date: _____		_____ (Lessee Full Legal Name) By: X _____ Name: _____ Title: _____ Date: _____ Federal Tax ID: _____	
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3. **LEASE CHARGES.** You agree to: (a) pay all costs and expenses associated with the use, maintenance, servicing, repair or replacement of the Equipment; (b) pay all fees, assessments, taxes and governmentally imposed upon Lessor's purchase, ownership, possession, leasing, renting, operation, control or use of the Equipment and pay all premiums and other costs of insuring the Equipment; (c) reimburse us for all costs and expenses incurred in enforcing this Lease; and (d) pay all other costs and expenses for which you are obligated under this Lease (a) through (d) collectively referred to as "Lease Charges"). **NOTWITHSTANDING THE FACT THAT YOU MAY BE EXEMPT FROM THE PAYMENT OF PERSONAL PROPERTY TAXES,** you acknowledge that as the owner of the Equipment, we may be required to pay personal property taxes, and you agree, at our discretion, to either: (1) reimburse us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Equipment when billed by the jurisdictions; or (2) remit to us each Billing Period our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the Billing Period sums includes a separately stated estimate of personal property and other similar taxes, you acknowledge and agree that such amount represents our estimate of such taxes that will be payable with respect to the Equipment during the Term. As compensation for our internal and external costs in the administration of taxes related to each unit of Equipment, you agree to pay us a "Tax Administrative Fee" equal to \$12 per unit of Equipment per year during the Term, not to exceed the maximum permitted by applicable law. The Tax Administrative Fee, at our sole discretion, may be increased by an amount not exceeding 10% thereof for each subsequent year of the Term to reflect our increased cost of administration and we will notify you of any such increase by indicating such increased amount in the relevant invoice or in such other manner as we may deem appropriate. We may take on your behalf any action required under this Lease which you fail to take, and upon receipt of our invoice you will promptly pay our costs (including insurance premiums and other payments to affiliates), plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25 for any check which is returned by the bank for any reason (not to exceed the maximum amount permitted by law).

4. **LATE CHARGES.** For any payment which is not received within three (3) days of its due date, you agree to pay a late charge not to exceed the higher of 10% of the amount due or \$35 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

5. **OWNERSHIP, USE, MAINTENANCE AND REPAIR.** We own the Equipment and you have the right to use the Equipment under the terms of this Lease. If this Lease is deemed to be a secured transaction, you grant us a first priority security interest in the Equipment to secure all of your obligations under this Lease. We hereby assign to you all our rights under any manufacturer and/or supplier warranties, so long as you are not in default hereunder. You must keep the Equipment free of liens. You may not remove the Equipment from the address indicated on page 1 of this Lease without first obtaining our approval. You agree to: (a) keep the Equipment in your exclusive control and possession; (b) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals; (c) keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty, certification and standard full service maintenance contract; and (d) give us reasonable access to inspect the Equipment and its maintenance and other records.

6. **INDEMNITY.** You are responsible for all losses, damages, claims, infringement claims, injuries and attorneys' fees and costs, including, without limitation, those incurred in connection with responding to subpoenas, third party or otherwise ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession. You agree to defend and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Lease for acts or omissions which occurred during the Term of this Lease. You also agree that this Lease has been entered into on the assumption that we are the owner of the Equipment for U.S. federal income tax purposes and will be entitled to certain U.S. federal income tax benefits available to the owner of the Equipment. You agree to indemnify us for the loss of any U.S. federal income tax benefits resulting from the failure of any assumptions in this Lease to be correct or caused by your acts or omissions inconsistent with such assumption or this Lease. In the event of any such loss, we may increase the Lease Payments and other amounts due to offset any such adverse effect.

7. **LOSS OR DAMAGE.** If any item of Equipment is lost, stolen or damaged you will, at your option and cost, either: (a) repair the item or replace the item with a comparable item reasonably acceptable to us; or (b) pay us the sum of: (i) all past due and current Lease Payments and Lease Charges; (ii) the present value of all remaining Lease Payments and Lease Charges for the effected item(s) of Equipment, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the effected item(s) of Equipment. We will then transfer to you all our right, title and interest in the effected item(s) of Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE. Insurance proceeds shall be applied toward repair, replacement or payment hereunder, as applicable. In this Lease, "Fair Market Value" of the Equipment means its fair market value at the end of the Term, assuming good order and condition (except for ordinary wear and tear from normal use), as estimated by us. No such loss or damage shall relieve you of your payment obligations hereunder.

8. **INSURANCE.** As agreed, at your cost, to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming us as loss payee; and (b) maintain public liability insurance, covering personal injury and Equipment damage for not less than \$300,000 per occurrence, naming us as additional insured. The policy must be issued by an insurance carrier acceptable to us, must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us. If you do not provide acceptable insurance, we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the Lease Term and any renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled at any time. In the event that we elect to obtain such insurance, you will be required to pay us an additional amount each Billing Period for the cost of such insurance and an administrative fee, the cost of which insurance and administrative fee may be more than the cost to obtain your own insurance and on which we may make a profit.

9. **DEFAULT.** You will be in default under this Lease if: (a) you fail to remit to us any payment within ten (10) days of the due date or breach any other obligation under this Lease; (b) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law; (c) any representation made by you is false or misleading in any material respect; (d) you become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors; or (e) you default under any other agreement with us or our assignees.

10. **REMEDIES.** If you default, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Lease Payments and Lease Charges; (ii) the present value of all remaining Lease Payments and Lease Charges, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the Equipment; (b) declare any other agreements between us in default; (c) require you to return all of the Equipment in the manner outlined in Section 11, or take possession of the Equipment, in which case we shall not be held responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds, less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due us from the due date until paid at the rate of 1-1/2% per month, but in no event more than the lawful maximum rate; and (e) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

11. **END OF TERM OPTIONS: RETURN OF EQUIPMENT.** At the end of the Term and upon 30 days prior written notice to us, you shall either: (a) return all, but not less than all, of the Equipment; or (b) purchase all, but not less than all, of the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE, for the Fair Market Value, plus applicable sales and other taxes. If you do not provide us with such written notice and either return all of the Equipment or purchase all of the Equipment at the end of the Term, then this Lease will automatically renew on a month-to-month basis and all of the provisions of this Lease shall continue to apply, including, without limitation, your obligations to remit Lease Payments, Lease Charges and other charges, until all of the Equipment is either returned to us (either because we demand return of the Equipment or you decide to return the Equipment) or purchased by you for the applicable Fair Market Value, plus applicable sales and other taxes, in accordance with the terms hereof. If you are in default (or a non-appropriation of funds occurs), or you do not purchase the Equipment at the end of the Term (or the Renewal Term), you shall: (1) return all of the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications; and (2) securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling.

12. **ASSIGNMENT.** You may not assign or dispose of any rights or obligations under this Lease or sublease the Equipment without our prior written consent. We may, without notifying you: (a) assign all or any portion of this Lease or our interest in the Equipment; and (b) release information we have about you and this Lease to the manufacturer, Supplier or any prospective investor, participant or purchaser of this Lease. If we do make an assignment under subsection 12(a) above, our assignee will have all of our rights under this Lease, but none of our obligations. You agree not to assert against our assignee claims, offsets or defenses you may have against us.

13. **MISCELLANEOUS.** Notices must be in writing and will be deemed given five (5) days after mailing to your (or our) business address. You represent that: (a) you are the entity indicated in this Lease; (b) any documents required to be delivered in connection with this Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances and regulations; (c) the Documents are valid, legal, binding agreements, enforceable with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Term only by you to perform such function; (e) you intend to use the Equipment for the entire Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with this Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments constitutes a current expense and not a debt under applicable state law; (h) this Lease is binding on you and your successors and assigns; and (i) all financial information you have provided is true and a reasonable representation of your financial condition. This Lease: (i) constitutes the entire agreement of the parties with respect to the subject matter thereof; (ii) supersedes all other writings, communications, understandings, agreements, purchase orders, solicitation documents (including, without limitation, any request for proposal and responses thereto and other related documents (together, the "Bid Documents")) and other representations, express or implied ("Prior Understandings"), and may not be contradicted or amended by Prior Understandings; and (iii) may be amended or modified only by written documents duly authorized, executed and delivered by the parties. This Lease is binding on you and your successors and assigns. You authorize us, our agent, or our assignee to: (a) obtain credit reports and make credit inquiries; (b) furnish your information, including credit application, payment history and account information, to credit reporting agencies and our assignees, potential purchasers or investors having an economic interest in this Lease or the Equipment, including, without limitation, the seller, Supplier or any manufacturer of the Equipment; and (c) you irrevocably grant us the power to prepare, sign on your behalf (if applicable), and file, electronically or otherwise Uniform Commercial Code ("UCC") financing statements and any amendments thereto or continuation thereof relating to the Equipment, and containing any other information required by the applicable UCC. Any claim you have against us must be made within two (2) years after the event which caused it. If a court finds any provision of this Lease to be unenforceable, all other terms shall remain in effect and enforceable. You authorize us to insert or correct missing information on this Lease, including your proper legal name, serial numbers and any other information describing the Equipment. If you so request, and we permit the early termination of this Lease, you agree to pay a fee for such privilege. **THE PARTIES INTEND THIS TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UCC. YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC. YOU FURTHER HEREBY ACKNOWLEDGE AND AGREE THAT WE AND/OR SUPPLIER MAY MAKE A PROFIT ON ANY AND ALL FEES REFERENCED HEREIN AND, IN SO DOING WAIVE ANY AND ALL CLAIM WHICH YOU MAY HAVE FOR UNJUST ENRICHMENT.** We may receive compensation from the manufacturer and/or Supplier of the Equipment in order to enable us to reduce the cost of this Lease below what we otherwise would charge. If we received such compensation, the reduction in the cost of this Lease is reflected in the Lease Payment.

14. **ELECTRONIC TRANSMISSION OF DOCUMENTATION.** This Lease may be executed in counterparts. The executed counterpart which has our original signature and/or is in our possession shall constitute the original agreement for all purposes, including, without limitation: (i) any hearing, trial or proceeding with respect to this Lease; and (ii) any chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation: (i) any hearing, trial or proceeding with respect to this Lease; and (ii) any determination as to which version of this Lease constitutes the single true original item of chattel paper under the UCC. If you sign and transmit this Lease to us by facsimile or other electronic transmission, the transmitted copy shall be binding upon the parties. You agree that the facsimile or other similar electronic transmission of this Lease manually signed by us, when attached to the facsimile or other electronic copy signed by you, shall constitute the original agreement for all purposes. The parties further agree that, for purposes of executing this Lease, and subject to our prior approval and at our sole discretion: (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document; (b) the signature of any party on such document shall be considered as an original signature; (c) the document transmitted shall have the same effect as a counterpart thereof containing original signature; and (d) at our request, you, who executed this Lease and transmitted its signature by facsimile or other electronic transmission shall provide the counterpart of this Lease containing your original manual signature to us. No party may raise as a defense to the enforcement of this Lease that a facsimile or other electronic transmission was used to transmit any signature of a party to this Lease.



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

www.ci.mequon.wi.us

Office of Public Works

TO: Common Council
FROM: Tim Weyker, Deputy Director of Public Works
DATE: August 1, 2022
SUBJECT: RESOLUTION 3970 A Resolution Awarding Contracts for the Replacement of Exterior Doors at City Hall to Quality Door & Hardware LLC, Wisconsin Rapids, Wisconsin in the Amount of \$89,050 and for Access Upgrades to Complex Security Solutions, Inc., of New Berlin, Wisconsin in the Amount of \$20,077

Background

When the Department of Public Works (DPW) combined facility was built in 2017, it was equipped with electronically locking doors.

In 2019, when new service doors were installed at the Fire Department's Station 2 (East Side), electronic locks were added to both Station 2 and to Station 1 (Public Safety Building) for both the Fire Department and the Police Department.

Analysis

The addition of electronic locks with the door replacement project at City Hall is the next logical security access upgrade for City-owned buildings.

The electronic locks are computer controlled and operated with credentials (ID cards or keychain fobs) programmed for each user of the building. This system is much more secure in that credentials can be programmed and tracked for each door and user and can be disabled if lost or stolen. At City Hall it has an added benefit of being able to grant access to specific users, and have remote access, to unlock the building for various off-hours events, such as evening meetings.

Staff has solicited price quotes for the replacement of the east & south main entrance doors, the rear entrance doors near the elevator, and the other 3 exterior service doors at City Hall. The lowest quote received for the door replacement project was from Quality Door and Hardware of Wisconsin Rapids in the amount \$89,050. Quality Door and Hardware also has offices in New Berlin and Madison. The other quote received was for \$124,250 from Aro Lock & Door Company, which is approximately 28% higher than Quality Door and Hardware.

IT Staff has also secured a proposal from Complex Security Solutions of New Berlin to add the necessary hardware, software, and equipment to provide the same electronic lock security access upgrades at City Hall that are in place at the City's other buildings for \$20,076.82. This includes integrating the key fob system into the security camera system monitored by the Police Department.

Fiscal Impact

The Department of Public Works Buildings Division City-Wide Building Repairs account is adequately funded to award these two components in a combined door replacement and security access upgrade project.

Recommendation

A recommendation is forthcoming from the Public Works Committee on August 10, 2022.

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3970

A Resolution Awarding Contracts for the Replacement of Exterior Doors at City Hall to Quality Door & Hardware LLC, Wisconsin Rapids, Wisconsin in the Amount of \$89,050 and for Access Upgrades to Complex Security Solutions, Inc., of New Berlin, Wisconsin in the Amount of \$20,077

RECITALS

A. The Department of Public Works' Buildings Division has solicited quotes for door replacement, and the IT Division has solicited a proposal for security access upgrades at Mequon City Hall.

B. The quotes and/or proposals were reviewed by staff for compliance with requirements specified.

C. Adequate funds are available for the recommended replacement of the doors and the security access upgrades in the City-Wide Building Repairs account (410796 730016 12015).

D. The Committee on Public Works, at its meeting on August 10, 2022, approved staff's recommendation.

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

1. Staff is authorized to enter into a contract with Quality Door and Hardware LLC in the amount of \$89,050.

2. Staff is authorized to enter into a contract with Complex Security Solutions Inc. in the amount of \$20,077.

3. Upon approval of the contracts by the City Attorney (subject to any clerical, technical and/or legal changes deemed necessary and appropriate) the Mayor and City Clerk are authorized and directed to execute and deliver the same.

Approved by: Andrew Nerbun, Mayor

Date Approved: August 10, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on August 10, 2022.

Caroline Fochs, City Clerk



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

www.ci.mequon.wi.us

Office of Engineering

TO: Common Council
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: August 10, 2022
SUBJECT: RESOLUTION 3971 A Resolution Approving Amendments to the City of Mequon's FY2022 Fee Schedule, Relating to Financial Guarantees for Stormwater Facilities and Green Infrastructure Projects

Background

Ordinance 2022-1625 proposes an amendment to the requirement for drainage financial guarantees for green infrastructure projects. As summarized in that item, which is also on the Common Council meeting agenda for August 10, staff is seeking to establish a different threshold for the drainage financial guarantee than that which is required for stormwater facilities.

Analysis

The drainage financial guarantee requirements for stormwater facilities required due to the City's stormwater ordinance will remain unchanged, but be incorporated into the fee schedule, as shown in the table below.

Staff proposes that a drainage financial guarantee for green infrastructure required due to MMSD's Chapter 13 requirements be established upon a cost-per-square-foot basis of additional impervious surface. The design of green infrastructure does not require certification by a professional engineer or surveyor, so the requirement for preparation of a cost estimate is counterproductive. Prior to the current cost estimate requirement, the City utilized a cost-per-square-foot basis for determining the drainage finance guarantee.

Previously, City staff has performed a cost calculation for those properties installing green infrastructure to date and is confident that the drainage financial guarantee will provide an adequate amount to cover the intent of the ordinance, while reducing the regulation required for property owners to achieve compliance.

If approved, the following would be incorporated into the City's Fee Schedule:

FEE DESCRIPTION		FEE AMOUNT
ENGINEERING		
Drainage Financial Guarantee		
	For land disturbing activities listed in Section 58-674(c)	125 percent of the estimated cost of construction and maintenance of the stormwater management practices
	For land disturbing activities listed in Section 58-674(d)	\$50 per 100 square foot of additional impervious surface

Fiscal Impact

Drainage financial guarantees are intended to be net neutral for the City. If the property owner installs the best management practices as designed and submits a certification indicating that the installation is compliant, the financial guarantee is released in full to the property owner. Only if the best management practice was not installed would the City use the financial guarantee to have the best management practice installed.

Recommendation

A recommendation is forthcoming from the Public Works Committee on August 10, 2022.

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3971

A Resolution Approving Amendments to the City of Mequon's FY2022 Fee Schedule, Relating to Financial Guarantees for Stormwater Facilities and Green Infrastructure Projects

RECITALS

A. Since mid-2020, City staff has identified fees that are not listed within the City's established fee schedule.

B. The proposed amendments include the incorporation of drainage financial guarantee requirements for stormwater facilities as defined by ordinance, and establishment of fees for green infrastructure included in the pending adoption of amendments to the City's stormwater ordinance.

C. City staff has reviewed the schedule and recommends the attached amendments to the fee schedule for implementation on August 10, 2022.

D. The Public Works Committee has reviewed the attached fee schedule and has recommended its adoption to the Common Council.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED, by the Common Council of the City of Mequon, Wisconsin, that the attached amendments to fees within the City's Annual Fee Schedule are approved and authorized for implementation beginning on August 11, 2022, until further amended.

Approved by: Andrew Nerbun, Mayor

Date Approved: August 10, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on August 10, 2022.

Caroline Fochs, City Clerk



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

www.ci.mequon.wi.us

Office of Sewer Utility District Commission

TO: Common Council
FROM: Kevin Driscoll, Deputy Director of Utilities
DATE: August 10, 2022
SUBJECT: RESOLUTION 3972 A Resolution Approving a Quit Claim Deed, a Temporary Construction Easement and a Statement of Non-Reimbursement with the Wisconsin Department of Transportation, in Connection with the Interstate-43 Freeway Expansion Project

Background

The Wisconsin Department of Transportation (WisDOT) has identified two impacts to land interests of the Mequon Sewer Utility. As part of the WisDOT I-43 freeway expansion project, the construction plan for the Mequon Road intersection project extends into a sewer utility easement between I-43 and Port Washington Road, north of Mequon Road. WisDOT identified a temporary land easement as being necessary immediately west of I-43, shown in Exhibit A, sheets 4.17, 4.20, 4.23, 4.24. This proposed work extends into the existing sanitary sewer easement near critical sewer facilities.

In addition, WisDOT identified abandoned facilities at the southeast corner of STH 167 (Mequon Road) and CTH W (Port Washington Road), and requested the City process a quit claim deed for the sidewalk where these abandoned facilities are located.

Analysis

WisDOT recognizes that the Mequon Sewer Utility has abandoned facilities, and a Quit Claim Deed (DT1661) is necessary. In addition, WisDOT recognizes that the City Sewer Utility has an existing easement and is seeking agreement to the Temporary Construction Easement (form DT2216) for Parcel 75 on Sheet 4.17 and Parcel 76 on Sheet 4.20, and a Statement of Non-Reimbursement by the Utility (DT2245) is necessary. See Exhibits B, C & D.

The Sewer Utility crews require access to these active locations of the sanitary sewer system to maintain reliable sewer service to the Pavilions Shopping Center and to the sewer utility customers serviced east of I-43 in the vicinity of Mequon Road.

This Temporary Construction Easement would extend for the duration of the Mequon Road project, anticipated through November 2023. However, the City and the Sewer Utility staff maintain the right to use the easement for sewer operations and maintenance.

Fiscal Impact

WisDOT is not offering compensation for this temporary easement that the Sewer Utility has a right to, per the established easement, Doc#263521. The State requests that the Municipality complete a Statement of Non-Reimbursement for the Temporary Construction Easement. In the

event that municipal facilities are impacted, the Sewer Utility reserves the right to seek compensation.

Recommendation

A recommendation is forthcoming from the Sewer Utility District Commission on August 10, 2022.

Attachments:

Exhibit A - Mequon-SEWER_rwplat_1229-04-23 (75) (PDF)

Exhibit B - 531 DT1661 IH 43 Mequon Sewer 12290423 (75) - 220421 (PDF)

Exhibit C - 531 DT2216 IH 43 Mequon Sewer 12290423 (75) - 220421 (PDF)

Exhibit D1 - 531 DT2245_City of Mequon DPW_SEWR _1229-04-23 (75) (PDF)

Exhibit D2 - 631 DT2245_City of Mequon DPW_SEWR _1229-04-23 (75) (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3972

A Resolution Approving a Quit Claim Deed, a Temporary Construction Easement and a
Statement of Non-Reimbursement with the Wisconsin Department of Transportation, in
Connection with the Interstate-43 Freeway Expansion Project

RECITALS

A. WisDOT has requested a Quit Claim Deed and temporary construction easement within an existing City of Mequon sewer utility easements for the purpose of reconstructing the I-43 freeway expansion at Mequon Road.

B. The temporary construction easement is located along immediately adjacent to I-43 west of the freeway, north of Mequon Road.

C. The temporary construction easement expires at the completion of the construction project, anticipated for November 2023.

D. Authorization requires the City to execute a Temporary Construction Agreement and Statement of Non-Reimbursement by Utility.

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

1. The attached Quit Claim Deed, Temporary Construction Easement for Project I.D.: 1229-04-23 and Statement of Non-Reimbursement by Utility are approved, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

Approved by: Andrew Nerbun, Mayor

Date Approved: August 10, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on August 10, 2022.

Caroline Fochs, City Clerk

1229-04-75

ROAD NAME	BASIS OF EXISTING R/W AND ACCESS	YEAR	WIDTH
IH-43	T01-3(21)	1964	VARIES
MEQUON ROAD	T01-3(21)	1964	60'

N. PORT WASHINGTON ROAD

POINT	STATION	OFFSET
PRW3444	1411+43.70	-174.24
PRW3445	1411+78.33	-184.72
PRW3446	1411+82.86	-169.40
PRW3447	1417+03.47	-384.95
PRW3448	1417+02.47	-577.83
PRW3449	1416+82.44	-611.25
TLE3465	1414+87.27	-267.02
TLE3466	1414+84.21	-276.52
TLE3467	1415+58.26	-301.77
TLE3468	1415+61.36	-292.30
TLE3469	1416+86.05	-360.46
TLE3470	1416+86.06	-575.77
TLE3471	1416+71.58	-601.15
TLE3472	1416+58.78	-601.04
TLE3473	1416+58.70	-611.04

LINE #	LENGTH	DIRECTION
L144	18.00'	S00°19'59"W
L145	8.00'	S00°19'59"W
L146	29.60'	S59°54'12"W
L147	13.48'	S00°19'55"W
L148	10.00'	N89°40'05"W
L149	25.00'	N00°19'55"E
L151	39.89'	N59°54'12"E

CURVE 3
R/L IH 43
PI STA = 1418+92.20
Y = 366247.59
X = 602670.20
DELTA = 15°30'53"
D = 0°30'00"
T = 1561.11'
L = 3103.12'
R = 11459.81'

WEPCO & WISCONSIN
BELL EASEMENT
DOC 407743
(REC 09/12/1988)

WIS. ELEC. POWER CO.
EASEMENT DOC 711249
(REC 05/20/2002)

TLE FOR SLOPES
0.018 Acres

FEE AREA
0.002 Acres
TLE FOR SLOPES
0.012 Acres

WEPCO & WISCONSIN
BELL CO. EASEMENT
DOC 423832
(REC 11/30/1989)

EXISTING
PROPOSED
REVISED
PROPOSED
R/W

FEE AREA
0.352 Acres

WEPCO & WISCONSIN
BELL EASEMENT
DOC 407743
(REC 09/12/1988)

R/L EXISTING IH - 43

SEE SHEET 4.18

MEQUON, CITY OF -SEWER

MEQUON, CITY OF -SEWER

WE ENERGIES - ELECTRIC

PARCEL 74 - DOC. 407743
DOC. 423832
DOC. 711249
NO RECORD OF EASEMENT
DOC. 299423
DOC. 350475
NO RECORD OF EASEMENT

WE ENERGIES - GAS

PARCEL 74 - NO RECORD OF EASEMENT

AT&T WISCONSIN

PARCEL 74 - DOC. 407743
DOC. 423832
NO RECORD OF EASEMENT

SPECTRUM

PARCEL 74 - NO RECORD OF EASEMENT
(PRIOR TO 2000)

VERIZON

PARCEL 75- NO RECORD OF EASEMENT

EASEMENT TO CITY OF MEQUON (SEWER PURPOSES
- LIFT STATION) AS DOC 225113 AND
PER CSM 482 (DOC 245815 REC. 1/8/1972)

CSM 1812
PARCEL 1

PLE FOR MULTI-DIRECTIONAL SHARED
USE BICYCLE/PEDESTRIAN PATH
(DOC. 0864329 REC 6/05/2007)

12' WIDE WISCONSIN ELECTRIC
POWER COMPANY EASEMENT
(DOC 350475 REC. 5/23/1984)

CSM 482
PARCEL 1
J HORTON FOODS LLC
4'X10' WEPCO EASEMENT
(DOC 299423 (REC 03/13/1978)

FEE AREA
0.002 Acres
TLE FOR SLOPES
0.012 Acres

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS),
MILWAUKEE & OZAUKEE COUNTY, NAD 83 (2007) IN US SURVEY FEET. VALUES SHOWN ARE GRID
COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

RIGHT OF WAY MONUMENTS ARE TYPE 2 MONUMENTS (TYPICALLY 3/4"X24" REBAR) AND WILL BE PLACED
PRIOR TO COMPLETION OF THE PROJECT.

RIGHT OF WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS
REFERENCED TO THE U.S. PUBLIC LAND SURVEY SYSTEM OR OTHER "SURVEYS OF PUBLIC RECORD".

PROPERTY LINES SHOWN ON THIS PLAT ARE DRAWN FROM DATA DERIVED FROM MAPS AND DOCUMENTS OF
PUBLIC RECORD AND/OR EXISTING OCCUPATIONAL LINES. THIS MAY NOT BE A TRUE REPRESENTATION OF
EXISTING PROPERTY LINES, EXCLUDING RIGHT-OF-WAY LINES, AND SHOULD NOT BE USED AS A SUBSTITUTE
FOR AN ACCURATE FIELD SURVEY.

IH-43 REFERENCE LINE IS CENTER OF MEDIAN.

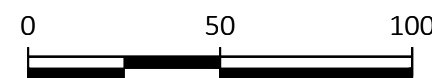
FOR THE LATEST ACCESS / DRIVEWAY INFORMATION, CONTACT THE PLANNING UNIT OF THE WISCONSIN
DEPARTMENT OF TRANSPORTATION OFFICE OF WAUKESHA.

REVISION DATE	06/15/2021		
01/21/2021	02/11/2022		
03/05/2021			
05/03/2021			

DATE: AUGUST 17, 2020

GRID FACTOR

SCALE, FEET



HWY: IH - 43

COUNTY: OZAUKEE

STATE R/W PROJECT NUMBER

1229-04-23

CONSTRUCTION PROJECT NUMBER

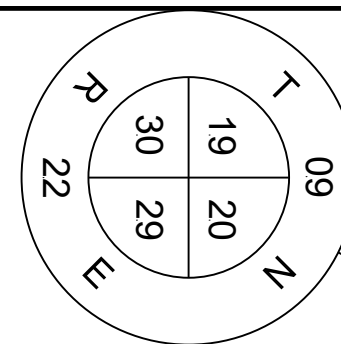
1229-04-70 1229-04-74

PLAT SHEET 4.17

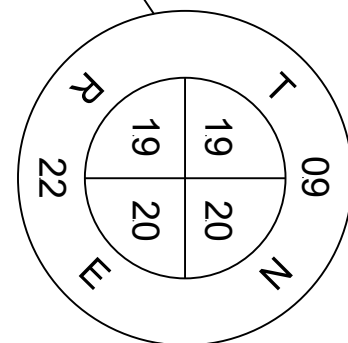
PS&E SHEET

E

1229-04-75



GN



BERTSEN ALUMINUM
MONUMENT W/
OZAUKEE COUNTY
BRASS CAP
Y = 368806.56
X = 602103.39

N. PORT WASHINGTON ROAD

LINE TABLE		
LINE #	LENGTH	DIRECTION
L153	3.00'	N89°49'48"W
L154	19.85'	N00°10'12"E
L156	41.21'	S38°03'28"E
L157	12.12'	N54°34'47"E
L183	20.00'	N35°25'13"W

CURVE TABLE			
CURVE #	LENGTH	RADIUS	CHB
C36	31.94'	20.50'	N44°27'39"W

CITY OF MEQUON

CSM 2969
PARCEL 2

500 WE ENERGIES - ELECTRIC
PARCEL 76 - DOC. 0942659

504 AT&T WISCONSIN
PARCEL 76 - DOC. 0942659

507 SPECTRUM
PARCEL 76 - DOC. 0942659

531 MEQUON, CITY OF - SEWER
PARCEL 76 - DOC. 263521
DOC. 263522
DOC. 263523

PARCEL 77 - DOC. 263521
DOC. 263522
DOC. 263523
DOC. 263524
DOC. 262002
EXISTING RIGHTS IN R/W - DOC. 263521
DOC. 263522
DOC. 263523
DOC. 263524

533 MEQUON, CITY OF
PARCEL 76 - CSM 636; DOC. 261079
UA631 MEQUON, CITY OF - SEWER

POINT	STATION	OFFSET
PRW3450	1418+51.40	-614.54
PRW3451	1418+51.48	-611.54
PRW3452	1418+32.52	-590.77
PRW3453	1418+35.04	-385.94
PLE3461	1418+42.06	-376.34
PLE3462	1418+57.49	-388.42
PLE3463	1418+80.93	-356.57
PLE3464	1418+65.49	-344.47
TLE3474	1418+70.23	-615.09
TLE3475	1418+40.15	-588.71
TLE3476	1418+42.70	-392.04
TLE3477	1418+49.78	-382.38
TLE3478	1419+56.56	-306.63
TLE3479	1419+72.73	-307.24
TLE3480	1421+55.92	-257.66
TLE3481	1421+54.71	-252.82

CURVE 3
R/L IH 43
PI STA = 1418+92.20
Y = 366247.59
X = 602670.20
DELTA = 15°30'53"
D = 0°30'00"
T = 1561.11'
L = 3103.12'
R = 11459.81'

531 20' WIDE GRANT OF EASEMENT
TO THE CITY OF MEQUON
(DOC. 262002 REC 2/12/1974)
(SEWER)

ACCESS CONTROL PER PROJECT T01-3(21)

SLOPE
INTERCEPT

R/L EXISTING IH - 43

ROAD NAME	BASIS OF EXISTING R/W AND ACCESS	YEAR	WIDTH
IH-43	T01-3(21)	1964	VARIES
MEQUON ROAD	CSM NO. 636	1973	65'
N. PORT WASHINGTON ROAD	CSM NO. 636	1973	65'

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), MILWAUKEE & OZAUKEE COUNTY, NAD 83 (2007) IN US SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

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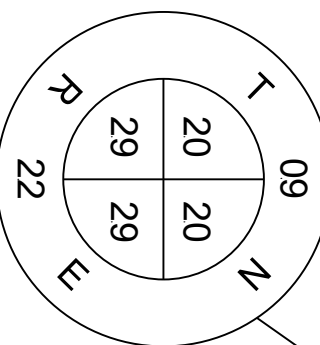
FOR THE LATEST ACCESS / DRIVEWAY INFORMATION, CONTACT THE PLANNING UNIT OF THE WISCONSIN DEPARTMENT OF TRANSPORTATION OFFICE OF WAUKESHA.

CONCRETE MONUMENT
W/ WISDOT ALUMINUM
CAP IN CAST IRON
Y = 366144.27
X = 602095.48

4

4

NO MONUMENT
Y = 366102.04
X = 604759.63

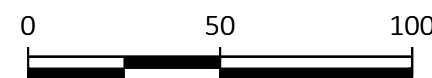


REVISION DATE	06/15/2021		
01/21/2021	02/11/2022		
03/05/2021			
05/03/2021			

DATE: AUGUST 17, 2020

GRID FACTOR

SCALE, FEET



HWY: IH - 43

COUNTY: OZAUKEE

STATE R/W PROJECT NUMBER 1229-04-23

CONSTRUCTION PROJECT NUMBER 1229-04-70 1229-04-74

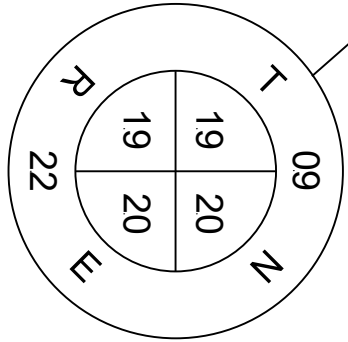
PLAT SHEET 4.20

PS&E SHEET

E

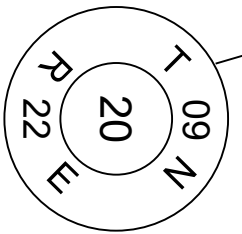
4

4



BERNTSEN ALUMINUM
MONUMENT W/
OZAUKEE COUNTY
BRASS CAP
Y = 368806.56
X = 602103.39

CONCRETE MONUMENT
W/ BRASS CAP
IN HANDHOLE
Y = 368773.16
X = 604766.64



CURVE TABLE			
CURVE #	LENGTH	RADIUS	CHB
C40	310.65'	11276.71'	S04°53'46"W
C39	309.78'	11266.71'	N04°53'51"E

1229-04-75

ROAD NAME	BASIS OF EXISTING R/W AND ACCESS	YEAR	WIDTH
IH-43	T01-3(21)	1964	VARIES

CSM 3748
PARCEL 2

POINT	STATION	OFFSET
TLE3482	1448+70.84	-125.00
TLE3483	1448+70.84	-135.00
TLE3484	1451+84.33	-135.00
TLE3485	1451+84.93	-125.00

78
STORE MASTER
FUNDING XVII, LLC

CSM 3748
PARCEL 1

PARCEL 1
CSM 733

SW-NW

531

20' SANITARY SEWER
EASEMENT (DOC. 261997)

N84°18'53"W
10.00'

CURVE 4
R/L IH 43
PI STA = 1450+08.89
Y = 369339.06
X = 603195.59
DELTA = 9°17'15"
D = 0°30'09"
T = 926.11'
L = 1848.17'
R = 11401.71'

PI: 1450+08.89

R/L EXISTING IH - 43

ACCESS CONTROL PER PROJECT T01-3(21)

UNION PACIFIC RAILROAD CO.

1/16 LINE

CITY OF MEQUON

531 MEQUON, CITY OF -SEWER
PARCEL 78 - DOC. 261997

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), MILWAUKEE & OZAUKEE COUNTY, NAD 83 (2007) IN US SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

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IH-43 REFERENCE LINE IS CENTER OF MEDIAN.

FOR THE LATEST ACCESS / DRIVEWAY INFORMATION, CONTACT THE PLANNING UNIT OF THE WISCONSIN DEPARTMENT OF TRANSPORTATION OFFICE OF WAUKESHA.

REVISION DATE	06/15/2021		
01/21/2021	02/11/2022		
03/05/2021			
05/03/2021			

DATE: AUGUST 17, 2020

GRID FACTOR

SCALE, FEET



HWY: IH - 43

COUNTY: OZAUKEE

STATE R/W PROJECT NUMBER 1229-04-23

CONSTRUCTION PROJECT NUMBER 1229-04-70 1229-04-74

PLAT SHEET 4.23

PS&E SHEET

E

QUIT CLAIM DEED By Utility (Non-Fee Land Interests)

Wisconsin Department of Transportation
Exempt from filing transfer form s.77.21(1) Wis. Stats.
DT1661 7/2017 s. 84.09(1) Wis. Stats.

THIS DEED, made by City of Mequon, GRANTOR, a utility authorized to transact business in the State of Wisconsin, quit claims to the State of Wisconsin, Department of Transportation, GRANTEE, all of its title, rights, or interests in and to the lands described, reserving to itself the ownership and title of its facilities or personalities occupying the described lands, and which the GRANTOR, at its own cost and expense will remove from the lands, or will so relocate, change, or alter that they will not interfere with or be interfered with by the normal operation and maintenance of a public highway on the described lands, for the sum of One (\$1.00) and other good and valuable consideration.

Other persons having an interest of record in the property: None

This space is reserved for recording data

Return to

Margaret Liedtke, PE

141 NW Barstow Street

PO Box 798

Waukesha, WI 53187-0798

Parcel Identification Number/Tax Key Number

See Attached

Legal Description

See Attached

GRANTOR, a utility organized and existing under the laws of the State of Wisconsin with its principal place of business at 11333 N. Cedarburg Road, City of Mequon, County of Ozaukee, State of Wisconsin.

The undersigned certify that this instrument is executed with the full right, power and authority to do so on behalf of Grantor.

Acknowledgement

City of Mequon

(Grantor Name)

(Date)

(Signature)

State of

)

) ss.

(Title)

County

)

On the above date, this instrument was acknowledged before me by the named person(s).

(Print Name)

(Signature)

(Signature, Notary Public)

(Title)

(Print or Type Name, Notary Public)

(Print Name)

(Date Commission Expires)

Quit Claim Deed Legal Description

All that part of the lands subject to the Grantor's easements or interests included in lands acquired for the improvement of IH 43 by the Grantee in:

All that part of the NW 1/4, NW 1/4, Section 29, T9N, R22E, City of Mequon, Ozaukee County, Wisconsin, in lands acquired by the Grantee for Project 1229-04-23, IH-43 North-South Freeway, W. County Line Rd. – Highway 60, IH 43, Ozaukee County, Wisconsin, dated 2/11/2022, as filed with the County Clerk of Ozaukee County, State of Wisconsin.

Said easement or interests being further described as follows: Easements recorded in the Office of the Register of Deeds for Ozaukee County, Wisconsin as Doc. 225113 and Doc. 245815 (Affecting Parcel 75).

All that part of the SW 1/4, SW 1/4, Section 20, T9N, R22E, City of Mequon, Ozaukee County, Wisconsin, in lands acquired by the Grantee for Project 1229-04-23, IH-43 North-South Freeway, W. County Line Rd. – Highway 60, IH 43, Ozaukee County, Wisconsin, dated 2/11/2022, as filed with the County Clerk of Ozaukee County, State of Wisconsin.

Said easement or interests being further described as follows: Easements recorded in the Office of the Register of Deeds for Ozaukee County, Wisconsin as Doc. 263521, Doc. 263522, Doc. 263523 and Doc. 263524 (Affecting Parcel 76 and Existing Rights in Right of Way).

Parcel	Tax Key Number
75	15-029-06-002-00
76	15-020-11-003-00

TEMPORARY CONSTRUCTION EASEMENT

Wisconsin Department of Transportation
DT2216 7/2017 s.84.09(1) Wis. Stats.

City of Mequon, Grantor, which has an interest in the lands described below, grants to the Wisconsin Department of Transportation, Grantee, the right and permission to occupy Grantor's easement area for highway improvement purposes, which may include but are not limited to: 1) Constructing slopes and drainage facilities on the following described lands, including the right to operate necessary equipment thereon; 2) The right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities may deem desirable to prevent erosion of the soil, provided such activities are consistent with the rights held by the Grantor under its easement.

Legal Description:

See Attached

This Temporary Construction Easement establishes the right of Grantee to occupy lands on which Grantor has easement interests. However, Grantor reserves to itself the right to continue to use said easement area with its present and future overhead and/or underground facilities in a manner which is consistent with this grant, and further, that the costs of any relocation or alteration of any facilities of Grantor required by Grantee to accomplish its work, now or in the future, will be paid by Grantee.

This Temporary Construction Easement shall terminate upon completion of Construction Project No. 1229-04-75 for which this instrument is given.

The Grantor has an easement or prescriptive right and therefore grants this Temporary Construction Easement as a holder of a property interest and not as a property owner.

The Grantor's easement is recorded as See Attached in the Ozaukee County Register of Deeds Office or exists by prescriptive rights as defined by Section 893.28 Wisconsin Statutes.

The undersigned certify that this instrument is executed with the full right, power and authority to do so on behalf of GRANTOR.

City of Mequon

(Grantor Name)

(Signature)

(Date)

(Title)

(Print Name)

(Signature)

(Date)

(Title)

(Print Name)

Temporary Construction Easement Legal Description

All that part of the lands subject to the Grantor's easements or interests included in lands acquired for the improvement of IH 43 by the Grantee in:

All that part of the NW 1/4, NW 1/4, Section 29, T9N, R22E, City of Mequon, Ozaukee County, Wisconsin, in lands acquired by the Grantee for Project 1229-04-23, IH-43 North-South Freeway, W. County Line Rd. – Highway 60, IH 43, Ozaukee County, Wisconsin, dated 2/11/2022, as filed with the County Clerk of Ozaukee County, State of Wisconsin.

Said easement or interests being further described as follows: Easements recorded in the Office of the Register of Deeds for Ozaukee County, Wisconsin as Doc. 225113, Doc. 245815 (Affecting Parcel 75).

All that part of the SW 1/4, SW 1/4, Section 20, T9N, R22E, City of Mequon, Ozaukee County, Wisconsin, in lands acquired by the Grantee for Project 1229-04-23, IH-43 North-South Freeway, W. County Line Rd. – Highway 60, IH 43, Ozaukee County, Wisconsin, dated 2/11/2022, as filed with the County Clerk of Ozaukee County, State of Wisconsin.

Said easement or interests being further described as follows: Easements recorded in the Office of the Register of Deeds for Ozaukee County, Wisconsin as Doc. 263521, Doc. 263522, Doc. 263523, Doc. 263524 (Affecting Parcel 76) and Doc. 262002, Doc. 263521, Doc. 263522, Doc. 263523, Doc. 263524 (Affecting Parcel 77).

All that part of the SW 1/4, NW 1/4, Section 20, T9N, R22E, City of Mequon, Ozaukee County, Wisconsin, in lands acquired by the Grantee for Project 1229-04-23, IH-43 North – South Freeway, W. County Line Rd. – Highway 60, IH 43, Ozaukee County, Wisconsin, dated 2/11/2022, as filed with the County Clerk of Ozaukee County, State of Wisconsin.

Said easement or interests being further described as follows: Easement recorded in the Office of the Register of Deeds for Ozaukee County, Wisconsin as Doc. 261997 (Affecting Parcel 78).

All that part of the NW 1/4, NW 1/4, Section 20, T9N, R22E, City of Mequon, Ozaukee County, Wisconsin, in lands acquired by the Grantee for Project 1229-04-23, IH-43 North – South Freeway, W. County Line Rd. - Highway 60, IH 43, Ozaukee County, Wisconsin, dated 2/11/2022, as filed with the County Clerk of Ozaukee County, State of Wisconsin.

Said easement or interests being further described as follows: Easement recorded in the Office of the Register of Deeds for Ozaukee County, Wisconsin as Doc. 261996 (Affecting Parcel 79).

STATEMENT OF NON-REIMBURSEMENT BY UTILITY

Wisconsin Department of Transportation
DT2245 11/2016

Referencing the project identified below, **City of Mequon**, (COMPANY) a public utility company, a quasi utility, cooperative or municipal utility will not be requesting compensation for the relocation of their facilities.

Project Description Title: I-43 NORTH SOUTH FREEWAY Limits: MEQUON RD INTERCHANGE Highway: IH 43 County: OZAUKEE	Project ID(s) Design: 1229-04-02 Construction: 1229-04-75 Right of Way: 1229-04-23 UTL No.: 531 Utility: 1229-04-23
Facility Type: Sewer	

COMPANY reserves the right to request compensation from the Wisconsin Department of Transportation, (DEPARTMENT) for compensable utility relocations on this project if: relocation costs increase, accommodating changes to the project plan, or accommodating changes to the relocation plans of other utility companies. If the COMPANY subsequently requests compensation and the DEPARTMENT agrees to payment on this project, the DEPARTMENT and COMPANY are required to execute an agreement. It is expressly understood and agreed that any work by COMPANY prior to execution of an agreement between COMPANY and the DEPARTMENT shall be at COMPANY sole expense. **Company understands that no relocation of facilities is presently contemplated for this parcel as part of the project. Should this change, or if a future project requires relocation COMPANY reserves the right to seek compensation.**

COMPANY

City of Mequon

(Company Name)

(Authorized Signature)

(Date)

(Title)

(Print Name)

(Authorized Signature)

(Date)

(Title)

(Print Name)

STATEMENT OF NON-REIMBURSEMENT BY UTILITY

Wisconsin Department of Transportation
DT2245 11/2016

Referencing the project identified below, **City of Mequon**, (COMPANY) a public utility company, a quasi utility, cooperative or municipal utility will not be requesting compensation for the relocation of their facilities.

Project Description Title: I-43 NORTH SOUTH FREEWAY Limits: MEQUON RD INTERCHANGE Highway: IH 43 County: OZAUKEE	Project ID(s) Design: 1229-04-02 Construction: 1229-04-75 Right of Way: 1229-04-23 UA No.: 631 Utility: 1229-04-23
Facility Type: Sewer	

COMPANY reserves the right to request compensation from the Wisconsin Department of Transportation, (DEPARTMENT) for compensable utility relocations on this project if: relocation costs increase, accommodating changes to the project plan, or accommodating changes to the relocation plans of other utility companies. If the COMPANY subsequently requests compensation and the DEPARTMENT agrees to payment on this project, the DEPARTMENT and COMPANY are required to execute an agreement. It is expressly understood and agreed that any work by COMPANY prior to execution of an agreement between COMPANY and the DEPARTMENT shall be at COMPANY sole expense. **Company understands that no relocation of facilities is presently contemplated for this parcel as part of the project. Should this change, or if a future project requires relocation COMPANY reserves the right to seek compensation.**

COMPANY

City of Mequon

(Company Name)

(Authorized Signature)

(Date)

(Title)

(Print Name)

(Authorized Signature)

(Date)

(Title)

(Print Name)



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

www.ci.mequon.wi.us

Office of Sewer Utility District Commission

TO: Common Council
FROM: Kevin Driscoll, Deputy Director of Utilities
DATE: August 10, 2022
SUBJECT: RESOLUTION 3973 A Resolution Approving a Contract for the Preparation of Bid Documents for Sewer Lateral Repair Work in the Ranch Road Lift Station "E" Area to raSmith of Brookfield, Wisconsin, in the Amount of \$48,300

Background

The 2019 Private Property Inflow and Infiltration Study Report identified and prioritized areas for sewer lateral work, and that list is attached as Exhibit A. The priority area for sewer lateral work is the Ranch Road Lift Station "E" area. That area is generally described as the area west of Port Washington Road, north of Mequon Road, south of Liebau Road, and east of Riverland Drive (see Exhibit B). Previously, a funding agreement with the Milwaukee Metropolitan Sewerage District was established in the amount of \$755,858 to repair 506 sewer laterals, and this arrangement includes the ability for the City to obtain reimbursement for necessary consulting services to prepare related contract documents.

Analysis

Staff requested proposals from 3 qualified firms to prepare the sewer lateral contract documents with advertisement for bid scheduled this fall. Two firms declined proposals, (Arcadis, Brown and Caldwell) due to existing backlog and workloads. The proposed fee from raSmith is \$48,300. The consulting firm has notably completed previous consulting projects for the City on time, within budget, without change orders and with successful project outcomes.

Fiscal Impact

This project is eligible for reimbursement from the Milwaukee Metropolitan Sewerage District, through the City's PPII Fund 610669-740006.

Recommendation

A recommendation is forthcoming from the Sewer Utility District Commission on August 10, 2022.

Attachments:

Exhibit A - 2019 PPII Study Priority Listing (Table 4) (PDF)
 Exhibit B - Map of Sewer Lateral Work Areas (PDF)
 Exhibit C - raSmith Proposal to Prepare Sewer Lateral Bid Docs (#3556-23-E) (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3973

A Resolution Approving a Contract for the Preparation of Bid Documents for Sewer Lateral Repair Work in the Ranch Road Lift Station 'E' Area to raSmith of Brookfield, Wisconsin, in the Amount of \$48,300

RECITALS

A. The City of Mequon has the ability for the Milwaukee Metropolitan Sewerage District (MMSD) to reimburse eligible expenses that reduce infiltration and inflow from entering sanitary building sewer laterals.

B. On October 22, 2019, the City of Mequon approved a resolution to adopt a Study Report that prioritized areas to implement additional Private Property Inflow and Infiltration Projects.

C. On May 11, 2021, Resolution 3842 was approved to authorized the City to enter into a funding agreement with the Milwaukee Metropolitan Sewerage District for implementing measures that reduce inflow and infiltration from entering sanitary building sewer laterals.

D. On July 12, 2022, the City of Mequon established a Funding Agreement with the Milwaukee Metropolitan Sewerage District (MMSD) to implement sewer lateral work that reduces infiltration and inflow into building sewer laterals in the Ranch Road Lift Station “E” Area, and that funding agreement allows for reimbursement of consulting services to prepare contract documents.

E. On July 28, City staff received consultant responses to a request for proposals to prepare contract documents exclusively for work on Sanitary Building Sewer Laterals, based on the construction methods and equipment used in the field for grouting building sewer laterals from sanitary sewer mains.

F. Staff recommends that the work to Prepare Bid Documents for Work on up to 506 Sewer Laterals in the Ranch Road Lift Station “E” Area be awarded to raSmith of Brookfield, Wisconsin in the amount of \$48,300 to prepare three contract documents for sewer lateral work.

G. This sewer lateral work is eligible for reimbursement by MMSD.

H. The Sewer Utility District Commission at its meeting on August 10, 2022, endorsed staff’s recommendation.

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

1. The project to Prepare Contract Documents for Sewer Lateral Work in the Ranch Road Lift Station “E” Area is awarded to raSmith of Brookfield, Wisconsin in an amount not to exceed \$45,300, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

Approved by: Andrew Nerbun, Mayor

Date Approved: August 10, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on August 10, 2022.

Caroline Fochs, City Clerk

2019 PPI/I Report - Prioritization List

The top three lift station areas that contributed the most sanitary sewer overflow from 2014-2018 were LS E, LS F, and LS H. These areas are deemed most critical to the City of Mequon's PPI/I program. As stated previously in the 2019 report, sewer main rehabilitation and sewer lateral rehabilitation should be coordinated together if deadlines allow. Table 4 provides the recommended priority list of the 22 sewer collection areas investigated.

Table 4. City of Mequon Collection Area Priority List

Priority	Lift Station/Meter Collection Area	Sanitary Sewer Overflow Volume (2014 to 2018)	Peaking Factor	Average Daily Flow (gallons/day)	Number of Parcels
1	E	1.7	5.63	1,924,393	1275
2	F	0.542	7.61	114,221	250
3	H	0.219	10.75	49,990	59
4	B	0.11	6.86	73,703	147
5	G	0.059	5.70	153,994	298
6	V	0.059	7.99	91,527	286
7	C	0.045	8.69	82,957	106
8	O	0.02	7.30	52,679	87
9	L	0.0175	9.31	26,561	42
10	A	-	8.42	293,688	182
11	N	-	8.37	66,076	72
12	M	-	6.44	75,296	169
13	J	-	6.64	40,923	107
14	R	-	5.26	55,351	158
15	D	-	4.23	111,671	333
16	U	-	3.47	101,802	225
17	Q	-	3.32	65,811	9
18	S	-	3.58	54,998	108
19	T	-	3.35	31,438	32
20	P	-	4.02	12,562	4
21	I	-	2.47	17,454	33
22	W	-	3.47	1,206	3

Priority Area for Sewer Lateral Work
Funding Agreement #M10005-ME02

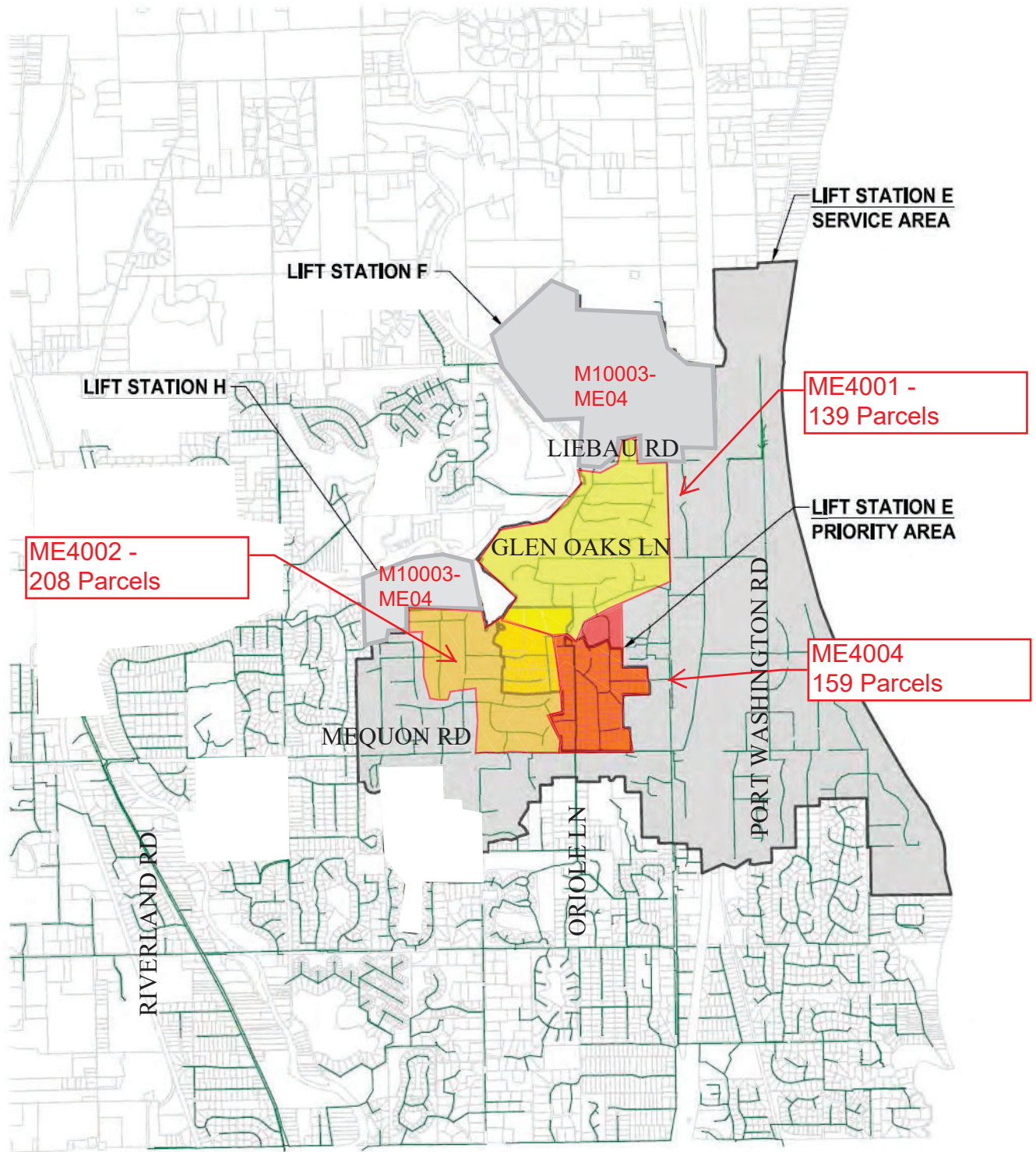


Figure 1. Recommended Areas for PPI/I Program

Cover Letter

16745 W. Bluemound Rd.
Brookfield, WI 53005-5938

July 26, 2022

Mr. Kevin Driscoll, Deputy Director of Utilities
City of Mequon Public Works/Engineering
11333 N. Cedarburg Road 60W
Mequon, WI 53092-1930

RE: Request for Proposal for Consultant Services to Prepare Bid Documents for the Rehabilitation of
Sanitary System Building Sewer Laterals
Contract #3556-23-E

Dear Mr. Driscoll:

raSmith appreciates the opportunity to provide the City of Mequon with our proposal to provide professional services for the project described in your request for proposal.

We understand that this request requires our firm to provide consulting services and prepare multiple bid packages for the rehabilitation of building sewer laterals in sewersheds ME4001, ME4002, and ME4004.

I will lead our project team and offer the City of Mequon significant expertise in the design and construction of public and private sanitary sewer rehabilitation projects. I have over 20 years of design and construction-related experience using these rehabilitation methods, and have administered similar projects recently for the City of Mequon, other MMSD communities, and directly with the MMSD itself. I feel our recent experience working directly with the City of Mequon to prepare the same bid documents in other areas of the City should give the city confidence in our ability to successfully administer this project for them, and ability to meet the expectations of the MMSD as well.

I will lead a team of qualified professionals, all of who have prior experience on similar projects. Ben High will oversee all work on this project as the lead design Project Engineer. As with the current projects, Ben will continue to handle primary communication on this project to keep things moving. His experience on public and private sanitary sewer rehabilitation is invaluable, and his current efforts in the City of Mequon and related PPII design work for the MMSD as part of our ongoing contract make him the perfect choice to complete this work. Ben will be assisted, as and when necessary, by Kate Jankowski, who also brings the necessary experience and certifications for this type of project work.

raSmith sincerely appreciates its ongoing professional relationship with the City of Mequon and looks forward to an opportunity to serve you on this project. Please do not hesitate to contact us with any questions regarding our proposal.

Sincerely,
raSmith



Chris M. Stamborski, P.E.
Assistant Director of Municipal Services

Additional Grouting and Relevant Project Experience

Chris has been our in-house expert on sanitary sewer rehabilitation since he started at raSmith in 2000. Since this time, Chris has regularly attended local (CSWEA and WWOA) and national (WEFTEC) conferences to learn and evaluate how old and new technologies can be purposed to solve today's public and private sanitary sewer I/I challenges. Chris was also a featured speaker in a Rural Water/WDNR presentation series focused on CMOM, flow monitoring, and sanitary sewer rehabilitation techniques, highlighting CIPP lining and grouting solutions.

Grouting is part of just about every mainline sanitary sewer CIPP project that raSmith has ever specified. This includes manhole and mainline sewer grouting necessary to control leaking ahead of CIPP lining, and connection grouting of sanitary sewer lateral reinstatements. There are projects where we've extended the lateral connection grout 5, 10, and 15 feet into the sanitary sewer lateral, but existing conditions are critical to the success, and ability, to grout these areas. We believe that the City of Mequon has experienced some of these same challenges, and elected to approach the lateral grouting in this project differently.

In 2011 Chris and Chuck started working with the City of Wauwatosa to systematically dye test their entire City sanitary sewer and storm systems. Based on the amount of leaking sanitary sewer laterals discovered in the system, our staff and the City determined that lateral CIPP rehabilitation would not be a sustainable solution to rehabilitating their private property sanitary sewer system, and therefore needed to explore a viable alternative.

Relevant Project Experience

In 2013 Chris and Chuck publically bid a sanitary sewer lateral project for approximately 75 properties in the Jackson Park neighborhood of the City of Wauwatosa. This project was very similar to the current City of Mequon project, as it called for the full lateral cleaning and CCTV, including root and deposit removal, testing and sealing of each lateral joint with grout, and post-rehabilitation CCTV to evaluate the finished product. The difference was the intended use of the in-building cleanout (Wauwatosa's decision) in lieu of an external cleanout to provide upstream lateral access. The result was a project that was too expensive to award, but the research into this technique was completed on our end.

Even though the project wasn't executed, we knew that it could be done. We extensively researched the means and methods, which included coordination between Avanti (grouting manufacturer/supplier) and Logiball (lateral grouting packer) to ensure a lateral grouting project could be implemented successfully. The same challenges that we predicted on our Wauwatosa project are going to exist for Mequon as well, with the biggest challenge being how to insert the grouting packer into the lateral itself. Selection of the lateral cleanout locations will be key, as they will need to provide bi-directional access to the lateral to achieve grouting both towards the mainline sewer and building foundation (where applicable). We believe our extensive experience working in thousands of laterals within the MMSD service area will be critical to the success of this effort, as the City will need to have a field liaison that is able to relay the appropriate information to not only the contractor but every other project stakeholder to successfully execute this effort, which most importantly includes the private property owner.

Now that we believe to understand the project challenges further, we expect that the City of Mequon will need our full compliment of available inspectors for this project. This is important, as we've provided the City with not only qualified inspectors, led by Chris and Chuck, but also inspectors that have experience working on private property in the MMSD service area, and prior experience with City of Mequon staff. Each also have extensive experience with MMSD staff as well, as we expect there to be coordination and collaboration with the MMSD throughout this project as a first-of-its kind application in this area. Our inspectors know how to meet the expectations of the MMSD from their past project experience.

Additional Grouting and Relevant Project Experience, cont.

Similar Project Experience

We helped the City of Wauwatosa explore several different grouting techniques including, flood and curtain grouting, and mainline/lateral packer grouting, the latter of which the City has implemented on a wide-scale basis. The City has completed projects using 10, 15 and 20-foot connection grouts from the mainline. raSmith was included on multiple in-field training exercises conducted by Visu-Sewer to both train their staff and City contracted inspectors how the process of lateral grouting works, and key points to ensure it's success. Chris and Chuck were in attendance at these training events.

raSmith is currently specifying lateral grouting for the Village of Butler as part of the MMSD PPII program. Chris is working with Ben High to prepare the specification documents which will utilize lateral/mainline connection grouting to a point approximately 15-20 feet into each sanitary sewer lateral, as this should provide protection beyond the point of storm sewer influence, which became apparent during prior dye water testing of the sewers.

Relevant Project Experience Conclusion

Again, we believe our experience with grouting on many different projects qualifies our team to work on this City of Mequon project, but our most important experience has come from working on thousands of laterals within the MMSD service area. This experience working with laterals and many different stakeholders is second to none when compared to our competition, and we truly believe this should be a differentiator on this project. The people included in our proposal are known to the City of Mequon and have had prior experience working on projects for the City as well. We hope that this helps differentiate us from our competition as well.

Project Approach

Introduction

The City of Mequon is seeking proposals from a select group of engineering consultants with NASSCO certifications and MMSD PPI/I experience, to provide Consulting Services and Prepare Bid Documents for the rehabilitation of Building Sewer Laterals. Work will be completed based on the City's 2019 report that prioritized the Ranch Road Lift Station E area. The priority area includes the MMSD sewersheds identified as ME4001, ME4002, and ME4004.

For purposes of this RFP, staff anticipates Consultant preparation of 3 bid packages for lateral work at up to 506 parcels. The City has a funding agreement with the MMSD to complete the lateral work. The Contractor's work must be completed by November 2023. The Consultant Services must be completed in fall 2022. The MMSD funding agreement is scheduled to expire December 2023.

Description of Work to be Completed by Consultant

The area of the sewer lateral rehabilitation work can generally be described as the Ranch Road Lift Station "E" area. This area is generally bounded by Mequon Road to the south, Port Washington Road to the east, Riverland Drive to the west, and Liebau Road to the north.

The Ranch Road LS E area includes 139 parcels in ME4001, 208 parcels in ME4002, and 159 parcels in ME4004. No Clear Water Compliance Inspections have been completed yet. The scope of this effort is for all lateral tap connections to be tested and sealed with grout, if the tests fail. All joints on laterals connected to manholes will also be tested and sealed with grout for those that fail the air pressure test. All joints on laterals connected to mains will be grouted. The work will be based on a previous format of front-end specifications.

raSmith Staff

We have assigned two project engineers to this project. Each has the relevant NASSCO certifications, experience on public and private property sanitary sewer rehabilitation, and prior experience working in the City of Mequon, including completing the previous building sewer lateral grouting project referenced above.

NASSCO certifications and prior City of Mequon experience aside, we feel as though our past experience and reputation in the public, and especially private property, sewer rehabilitation world stands alone. Our staff has been at the forefront for private property sewer investigation, design and construction projects since the onset of the MMSD-related private property funding in 2011. Ben High, our lead Project Design Engineer, has played a role in just about every private property project that we've participated in, and had varying design and construction oversight roles for each project. More importantly, Ben is recognized by the MMSD as an expert in this field, and trusted to know the delivery expectations that are placed on these projects in order to received full funding. Ben has also been the lead engineer on all of our recent City of Mequon private property work as well.

Working alongside Ben would be Kate Jankowski. Each of them have been working on our existing Mequon flow monitoring and current private property related design and construction efforts. Each are also part of our private property sanitary sewer team that serves both our internal clients and MMSD directly. Like Ben, Kate is known, and trusted, individuals to the MMSD, and hopefully City of Mequon, which is an important consideration with executing a project within an approved work plan.

The following is a summary of tasks as outlined in the proposal document:

Project Approach (continued)

Task 1—5: Consultant Services for Sewer Lateral Work

1. Meetings/Administration—Consultant shall plan and attend meetings with City of Mequon staff as needed to complete work. The following five meetings are planned for:
 - Meeting following contract award
 - Meeting to review draft project manual
 - Meeting to review final project manual
 - Meeting to attend pre-bid meeting with potential Contractors
 - Meeting for bid opening
2. Prepare bid documents. City to provide front end specifications (Bidding Requirements and Contract Forms in addition to General Requirements).
 - Consultant to prepare contract documents for testing, grouting and examining laterals from mains. Consultant to refer to previous Contract #3566-22-G1: Sewer Lateral Grouting from Main (*April 2022*).
 - Consultant to plan for preparation of 3 bid documents.
 - #3566-23-E1 to include Ranch Road LS E area with 139 parcels in ME4001
 - #3566-23-E2 to include Ranch Road LS E area with 208 parcels in ME4002
 - #3566-23-E1 to include Ranch Road LS E area with 159 parcels in ME4003
 - Consultant to prepare plan figures and details, technical specifications, measurement and payment quantities coordinated with schedule of prices, and contractor qualifications for
 - Consultant to deliver DRAFT Sewer Lateral Grouting Contract Documents to City staff for review and comment
 - Contract Documents, referred to as Project Manual, to include Specifications and Appendices with maps and listing of laterals for testing and rehabilitation work. Front end specifications to be provided by City staff.
 - Consultant to incorporate City comments into revised Final Bid Documents. Consultant to deliver Final Sewer Lateral Grouting Contract Documents that incorporate City staff comments on Specifications and Appendices.
 - An additive bid structure to complete work will need to be considered based on available budget. Completion dates may vary for each bid, but must be completed and invoiced by November 2023. For purposes of this RFP assume 3 bid packages
3. Bidding Assistance. Consultant to lead and document pre-bid meeting, attend bid opening, review bids for qualifications, provide bid summary sheet and bid detail item sheets in City's preferred format for City to post onto City's website, and make recommendations to City regarding award.
4. MMSD Project Close-out Report. Consultant to prepare draft report adhering to MMSD requirements. Consultant to deliver draft to City for review by City staff. Consultant to revise, prepare, and deliver revised Final Report to City. City to deliver to MMSD for Project Close-out.
5. If Authorized, Consultant to prepare Post Metering Analysis and Reporting. Reports shall be prepared and delivered on a quarterly basis for a three year period following building sewer lateral rehabilitation work. (10) Meters are currently installed in the project area and data collected monthly by MMSD and delivered to the City in spreadsheet format

Fee Schedule

Table 2: Consultant Fees

Task	Task Description	Hours	Fee
1	Meetings / Administration	10	\$1,600
2a	Prepare Bid Package 1 For Sewer Lateral Grouting in ME4001—Specifications and Appendices	71	\$9,000
2b	Prepare Bid Package 2 For Sewer Lateral Grouting in ME4002—Specifications and Appendices	65	\$8,000
2c	Prepare Bid Package 3 For Sewer Lateral Grouting in ME4003—Specifications and Appendices	71	\$9,000
3	Bid Assistance	8	\$1,300
4	Prepare Report to MMSD for Project Close-out	37	\$4,400
5	If Authorized—Post Metering Analysis and Reporting	150	\$15,000
	Totals	412	\$48,300

Similar Recent Project Experience

2018-Present MMSD PPII

Location & Owner: MMSD

Project description: Provide assistance to the MMSD and project team for all PPII-related work including, developing standard specifications for investigation and rehabilitation work, developing work plans, and provide construction oversight of MMSD project in various communities. Recent work includes warranty inspection and CCTV video review to determine appropriate course of remediation action.

All team members need to have appropriate NASSCO and other related certifications to participate in any team activities.

MMSD Project Manager: Jerome Fogel, (414) 225-2161

raSmith's role: Sub-Consultant to both OTIE and Brown & Caldwell Teams. Team members include Chris Stamborski, Chuck Pape, Ben High and Tony Smith

2020-21 West Allis Private Property Improvement Projects

Location & Owner: City of West Allis

Project description: Performing Construction Administration and Inspection services for the installation and rehabilitation of lead service water laterals (directional drilling), sanitary sewer lateral rehabilitation (pipe bursting and CIPP lining), and retrofitting of sump pumps in place of existing foundation drain systems in pre-1955 homes. Chuck Pape is performed all project administration and inspection services, which includes the coordination of permits between the City Plumbing and Building Inspection Department.

City Engineer: Heath Brozovich, P.E., (414) 302-8376

raSmith's role: Prime Construction Engineer, Chris Stamborski and Chuck Pape

2020-21 Sanitary Sewer CIPP Rehabilitation

Location & Owner: Village of Brown Deer

Project description: Cured-in-place pipe lining of approximately 16,750 lineal feet of 8-12 inch mainline sanitary sewer pipe, and testing and sealing of approximately 350 private sanitary sewer laterals.

Brown Deer DPW Director/Engineer: Matthew Maederer, P.E., (414) 357-0120

raSmith's role: Prime Design and Construction Engineer, Chris Stamborski, Ben High, Chuck Pape and Tony Smith

2019 Cedarburg Road 36" CIPP Rehabilitation

Location & Owner: City of Mequon

Project description: Project consisted of 2574' of 36-inch diameter sanitary cured-in-place pipe lining.

City Engineer: Kristen Lundeen, P.E., (262) 236-2934

raSmith's role: Construction Engineer

2018 Sanitary Sewer Lateral Rehabilitation

Location & Owner: Village of Brown Deer

Project description: Cured-in-place pipe lining of approximately 75 private sanitary sewer laterals in the Village. Laterals were selected based on the results of a 2015 sanitary sewer dye water testing project completed in the Village. Laterals selected were prioritized for rehabilitation to have the largest impact on I/I reduction for the Village. The lateral rehabilitation included the full lining of the mainline to lateral interface, extending up to the foundation of the properties with one-piece lining.

Brown Deer DPW Director/Engineer: Matthew Maederer, P.E., (414) 357-0120

raSmith's role: Prime Design and Construction Engineer, Chris Stamborski, Ben High and Chuck Pape

2018 Sanitary Sewer Lateral Rehabilitation

Location & Owner: City of New Berlin

Project description: Cured-in-place pipe lining of approximately 150 private sanitary sewer laterals in the City. Laterals were selected based on the results of a 2015 sanitary sewer dye water testing and lateral inspection project completed by the City. The lateral rehabilitation included the full lining of the mainline to lateral interface, extending up to the foundation of the properties with one-piece lining.

New Berlin Utility Manager: Jim Hart, (262) 786-7086

raSmith's role: Prime Design and Construction Engineer, Chris Stamborski, Ben High and Chuck Pape

Additional Client References

Kayla Chadwick, Treasurer/Administrator
Village of Butler
(262) 783-2525

Brian Johnston, P.E., Utility Engineer
City of Oak Creek Water & Sewer Utility
(414) 570-8200, ext. 24



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Mequon, WI 53092-1930
Phone: 262-242-3100
Fax: 262-242-9655

www.ci.mequon.wi.us

Office of City Attorney

TO: Common Council
FROM: Brian Sajdak, City Attorney
DATE: August 4, 2022
SUBJECT: Closed Session for Legal Services RFP

Background

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

These sections allow for the use of a closed session to discuss the review of City Legal Service Proposals because the City Attorney is a statutory officer over which with Council exercises responsibility and the proposals are ultimately contractual agreements for which negotiation or bargaining may play a role.

Recommendation

Should the Council decide that it wishes to enter closed session, a motion to enter closed session pursuant to Wis. Stat. §19.85(1)(c) and (e) for the purpose of considering employment, promotion, compensation or performance evaluation data of any public official over which the governmental body has jurisdiction or exercises responsibility, and 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

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Mequon, WI 53092-1930
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www.ci.mequon.wi.us

Office of City Attorney

TO: Common Council
FROM: Brian Sajdak, City Attorney
DATE: August 4, 2022
SUBJECT: Closed Session for Potential Claim Against the Police Department

Background

The Common Council may enter into closed session pursuant to Wis. Stat. § 19.85(1)(g) for the purposes of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or may be involved, and then may re-enter open session to take such action it deems appropriate. This section would allow the Council to enter into closed session for the purpose of obtaining advice from my office with respect to the strategy the Council desires to adopt in handling a potential claim that has been filed with respect to the Police Department.

Recommendation

Should the Council decide that it wishes to enter closed session, a motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(g) for the purposes of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or may be involved.

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

www.ci.mequon.wi.us

Office of City Attorney

TO: Common Council
FROM: Brian Sajdak, City Attorney
DATE: August 4, 2022
SUBJECT: Closed Session for Communications Services Negotiations

Background

The Common Council may enter 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. As it relates to this item, the purpose of going into closed session would be to (a) ensure that the City's bargaining position is not harmed by public discussion of the topic and (b) to receive guidance from the Council on the strategy to be used in negotiations - each permissible purposes to go int closed session under the cited section.

Recommendation

Should the Council decide that it wishes to enter closed session, a motion to enter closed session pursuant to Wis. Stat. §19.85(1)(d) 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.