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Office of the City Clerk
Taped and Televised

**COMMON COUNCIL
Regular Meeting
Tuesday, September 10, 2024, 7:30 PM
or Immediately Following the
Mequon Municipal Water Utility Commission Meeting
Christine Nuernberg Hall**

Agenda

- 1) Call to Order**
- 2) Pledge of Allegiance**
- 3) Roll Call**
- 4) Public Hearing:**
 - a) **ORDINANCE 2024-1667** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code Relating to WDNR MS4 Stormwater Permit Conditions; **Recommended by Planning Commission, July 22, 2024; Recommended by Public Works Committee, August 14, 2024; First Reading at Common Council August 14, 2024.**
 - 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
 - 1) Proclamation for 2024 Rail Safety Week
 - b) City Administrator
- 7) Consent Agenda:**
 - a) Common Council meeting minutes of August 14, 2024 and August 28, 2024
 - b) Architectural Board meeting minutes of July 8, 2024

- c) Board of Appeals meeting minutes of May 2, 2024
- d) Festivals Committee meeting minutes of July 15, 2024
- e) Finance-Personnel Committee meeting minutes of July 9, 2024
- f) Joint Mequon-Thiensville Bike and Pedestrian Way Commission meeting minutes of July 11, 2024
- g) Parks and Open Space Board meeting minutes of June 19, 2024
- h) Public Welfare Committee meeting minutes of July 9, 2024
- i) Public Works Committee meeting minutes of July 9, 2024
- j) Zoning Enforcement and Site Compliance Report through August 28, 2024

8) Ordinances: None.

9) Resolutions:

- a) **RESOLUTION 4137** - A Resolution Approving the First Amendment to a License Agreement for the Location of Equipment Upon the Cellular Tower Located at 11300 North Buntrock Avenue with SprintCom, LLC of Overland Park, Kansas; **Recommendation Forthcoming by Finance-Personnel Committee September 10, 2024.**
- b) **RESOLUTION 4138** - A Resolution Approving an Agreement for Completion of a Community-Wide Survey with ETC Institute of Olathe, Kansas, in the Amount of \$23,850; **Recommendation Forthcoming from Public Welfare Committee on September 10, 2024.**
- c) **RESOLUTION 4139** - A Resolution Amending Resolution No. 4026 Approving a State/Municipal Financial Agreement and Authorizing a State/Municipal Maintenance Agreement with the Wisconsin Department of Transportation, in Connection with the Installation of a Sidewalk on Mequon Road Between Wauwatosa and Swan Roads; **Recommendation Forthcoming by Public Works Committee September 10, 2024.**
- d) **RESOLUTION 4140** - A Resolution Approving State/Municipal Agreement(s) with the Wisconsin Department of Transportation for Installation of a Sidewalk on Wauwatosa Road, Between Mequon and Donges Bay Roads; **Recommendation Forthcoming by Public Works Committee September 10, 2024.**
- e) **RESOLUTION 4141** - A Resolution Approving an Amended Memorandum of Understanding Between the City of Mequon and the Village of Brown Deer, Authorizing the Inclusion of Construction Layout Services for a Joint County Line Road Improvement Project to Increase the Total Cost in the Amount of \$11,900; **Recommendation Forthcoming by Public Works Committee, September 10, 2024.**

10) Specified Unfinished Business From Prior Meetings: None.

11) Specified New Business: None.

12) Potential Closed Session:

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

13) Adjourn

Dated: September 10, 2024

/s/ Andrew Nerbun, Mayor

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



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Office of Engineering

TO: Common Council
FROM: Cole McCraw, Assistant City Engineer
DATE: August 14, 2024
SUBJECT: ORDINANCE 2024-1667 An Ordinance Amending Chapter 58 of the Mequon Municipal Code Relating to WDNR MS4 Stormwater Permit Conditions

Background

The Wisconsin Department of Natural Resources (WDNR) issued a new Municipal Separate Storm Sewer System (MS4) permit to the City in 2022. These permits regulate stormwater discharges from municipalities into waters of the state and are mandated by the Clean Water Act, as the Milwaukee River is listed as an impaired waterway.

Mequon's stormwater ordinances are found in Chapter 58 - Planning and Development Regulations. Changes to this section require Planning Commission approval and a public hearing, which will be held during the second reading by the Common Council.

The primary goal of the MS4 permit is to improve water quality by reducing the amount of pollutants carried by stormwater runoff into rivers, lakes, and other water bodies. This helps to protect aquatic ecosystems, public health, and the overall environment. The most recent permit is posted on the City website here:

https://www.ci.mequon.wi.us/sites/default/files/fileattachments/public_works/page/1041/mequon_theinsville_ms4_permit_8.1.22_7.31.2027.pdf.

Analysis

MS4 permits are reissued every five years to keep up with new water quality standards. The current 2022 permit contains requirements to:

1. Revise and adopt illicit discharge, erosion control, and post-construction stormwater management ordinances (Sections II.C.1.d, II.D.1.d, and II.E.1.f)
2. Remove barriers to green infrastructure (Section II.E.4)

Staff has reviewed the City's current ordinances and proposed updates to meet the above requirements. Furthermore, the 1,000 Friends of Wisconsin group provided the City with an ordinance review in 2014 to remove barriers to green infrastructure. Staff has included those comments in the update as well. Please note that these changes are required to meet the permit conditions described above.

Staff also included updates to better enforce the Metropolitan Milwaukee Sewerage District's (MMSD) Chapter 13 Green Infrastructure (GI) Plan Requirement, as it relates to residential home construction. For homes adding 5,000 square feet or more of impervious surface and not located within a subdivision that maintains a stormwater management plan, the owner is required to install GI. The update will require property owners to install and have the GI certified prior to issuance of occupancy, and within 18 months of building permit issuance.

Mequon's MS4 permit will require more stringent stormwater requirements in the future, which will warrant additional changes to City ordinances. This may include more impactful additional requirements on development and redevelopment standards, to further reduce total suspended solids discharge and reduce total phosphorus discharge.

Fiscal Impact

The fiscal impact of the proposed ordinance amendments is neutral to the City. There may be additional costs to developers or landowners to comply with the state mandates.

Recommendation

On July 22, 2024, the Planning Commission approved a recommendation in favor of adopting the proposed ordinance amendments by a vote of 7-0. On August 14, 2024, the Public Works Committee also recommended adoption, by a vote of 3-0.

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2024-1667

An Ordinance Amending Chapter 58 of the Mequon Municipal Code Relating to WDNR MS4
Stormwater Permit Conditions

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

Article VII of Chapter 58 of the Mequon Municipal Code is hereby amended to read as follows (NOTE: Added text is **bold underlined**; Deleted text is ~~struck through~~):

ARTICLE VIII. EROSION AND STORMWATER RUNOFF CONTROL

Sec. 58-671. Findings and purpose.

- (a) The city finds that urbanizing land uses have contributed a significant amount of sediment to waters of the state, county, and City of Mequon.
- (b) It is declared to be the purpose of this article to protect the quality of waters of the state, county and City of Mequon, to minimize flooding as a result of increased urbanization, and to protect and promote the health, safety, and welfare of the people, to the extent practicable by minimizing the amount of sediment and other pollutants carried by runoff or discharged from construction sites to lakes, streams and wetlands.

Sec. 58-672. Applicability of article provisions. This article applies to land disturbing and land developing activities on lands within the boundaries and jurisdiction of the City of Mequon and public and private lands subject to extraterritorial review under Wis. Stats. ch. 236. All state funded or conducted

construction is exempt from this article.

Sec. 58-673. Definitions. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Agricultural land use means use of land for planting, growing, cultivating, and harvesting of crops for human or livestock consumption and pasturing or yarding of livestock.

Average annual rainfall means a calendar year of precipitation, excluding snow, which is considered typical. In this article for nonpoint source pollution loadings, the following year and location has been selected as average annual rainfall: Milwaukee, 1969 (March 28-December 6).

Best management practices (BMPs) means structural or non-structural measures, practices, techniques or devices, as approved by ~~the Wisconsin department of natural resources (WDNR)~~, that are employed to avoid or minimize sediments or pollutants carried in runoff to waters of the state or, to manage the rate or volume of runoff.

Bioswale means a vegetated, mulched, or xeriscaped channel that provides treatment and retention as it moves stormwater from one place to another.

City engineer means any person working in the capacity of the city engineer or any person designated to represent the city engineer.

Cleaning means removing and disposing of debris in an approved manner and location versus flushing which would wash debris off a roadway and onto the shoulder or into the ditch and watercourse.

Commercial land use means the use of land for the retail or wholesale of goods or services.

Control measure means a practice or combination of practices to control erosion and attendant pollution.

Control plan means a written description of the number, locations, sizes and other pertinent information of control measures designed to meet the requirements of this article submitted by the applicant, or a qualified representative, for review and approval by the city engineer.

Detention storage ~~is~~means the temporary holding or storage of stormwater in reservoirs, under predetermined and controlled conditions, with the rate of discharge regulated by installed outflow devices.

Downspout disconnection means rerouting of rooftop drainage pipes to drain rainwater to rain barrels, cisterns, or permeable areas instead of the storm sewer.

Erosion means the detachment and movement of soil, sediment or rock fragments by water, wind, ice or gravity.

Final stabilization means that all land disturbing construction activities at the construction site have been completed and that a uniform, perennial, vegetative cover has been established, with a density of at least 70 percent of the cover, for the unpaved areas and areas not covered by permanent structures, or employment of equivalent permanent stabilization measures.

Financial guarantee means an escrow, performance bond, maintenance bond, surety bond, irrevocable letter of credit, or similar guarantees submitted to the city by the responsible party to assure that requirements of the ordinance are carried out in compliance with the stormwater management plan.

Flushing means washing debris off a roadway and onto the shoulder or into the ditch and watercourse.

Green Infrastructure means a BMP consisting of a runoff management system that uses vegetation, soils, and natural processes to mimic nature's ability to soak up and store storm water. Example green infrastructure BMPs include downspout disconnection, rainwater harvesting, rain gardens, planter boxes, bioswales, permeable pavement, green alleys and streets, green parking, green roofs, urban tree canopy, amended soils, and land conservation.

Green roof means a roof covered with growing media and vegetation that enables rainfall infiltration and evapotranspiration of storm water.

Illicit connections ~~is defined as~~ means either of the following:

- (a) Any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the storm drain system including but not limited to any conveyances which allow any non-stormwater discharge including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency; or
- ~~(b)~~ a Any drain or conveyance connected from a commercial or industrial land use to the storm drain system which has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.

Illicit discharge means any direct or indirect non-stormwater discharge to

the storm drain system, except as exempted in this chapter.

Land developing activity means activities associated and in conjunction with the construction of buildings, roads, parking lots, paved storage areas, and utilities (including sanitary and storm sewer, water, electric, gas, telephone, cable, etc.) and similar facilities.

Land disturbing activity means any manmade change of the land surface including removing vegetative cover, excavating, filling, and grading, but not including agricultural land uses such as planting, growing, cultivating and harvesting of crops.

Land user means any person operating, leasing, renting or having made other arrangements with the landowner by which the landowner authorizes use of land.

Landowner means any person holding title to or having an interest in land.

Maintenance declaration means a legal document that provides for long-term maintenance of stormwater management practices.

Municipal separate storm sewer system (MS4) ~~is defined as~~ means the conveyance or system of conveyances including roads with drainage systems, streets, catchbasins, curbs, gutters, ditches, constructed channels or storm drains.

Peak flow ~~is~~ means the maximum rate of flow of water at a given point in a channel, watercourse, or conduit resulting from a predetermined storm or flood.

Permeable pavement means improved hard surfaces that infiltrate, treat, and/or store rainwater where it falls. Permeable pavement may be constructed from pervious concrete, porous asphalt, permeable interlocking pavers, or similar materials that allow rainwater to pass through from the top surface to the soil below.

Planter Box means an urban rain garden with vertical walls and open or closed bottoms that collect and absorb runoff from sidewalks, pavements, and other impervious surfaces.

Pre-settlement condition ~~is~~ means the undeveloped condition or natural grade and vegetated state of the land that existed prior to European settlement.

Protective area ~~is~~ means an area of land that commences at the top of the bank of lakes, streams and rivers, or at the delineated boundary of wetlands, that serves to reduce the velocity of flow, filter and infiltrate runoff prior to entering the waters.

Rain Garden means a shallow, vegetated basin that collects and absorbs runoff from rooftops, pavements, and other impervious surfaces.

Rainwater Harvesting means collecting and storing rainfall for later use.

Redevelopment means areas where development is replacing older development. For the purposes of this ordinance a site is considered a redevelopment site when all of the following are met: the site has an existing building, parking lot, or other impervious area and the site is in a zoning district other than agricultural or residential.

Runoff ~~is~~means the portion of rainfall, melted snow or irrigation water that flows across the ground surface.

Sediment ~~is~~means solid material, both mineral and organic, that is in suspension, is being transported, or has been moved from its site of origin.

Site means the entire area included in the legal description of the land on which the land disturbing or land development activity is proposed in the permanent application. This may or may not include more than the area being disturbed.

Storm probability ~~is~~means the likelihood a storm of a given duration and intensity that can be expected to be equaled or exceeded in any given 365-day period. A one-percent/24-hour storm event would have a one-percent probability of occurring in any given year. The one-percent probability storm is equivalent to the previously defined 100-year storm.

WDNR means the Wisconsin Department of Natural Resources.

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

- (a) General requirement. Any owner, occupant or user who undertakes, commences, or performs land disturbing activities; or who permits another person to do the same, on land subject to this section, shall be made to comply with this section. Agricultural land uses are exempt from this section unless state and county agencies fail to gain compliance with accepted standards. Unless more stringent criteria is specified in this section, all property development disturbing one or more acres or that increases impervious surface by one-half acre or more must comply with this section.
- (b) Land disturbing activities subject to erosion and sediment control are as follows:
 - (1) All subdivisions, land divisions, condominium developments and/or the construction of residential, commercial, industrial or

- institutional buildings.
 - (2) All grading, removal of protective ground cover or vegetation, excavation, land filling or other land disturbing activity affecting a surface area of 4,000 square feet or more.
 - (3) Any excavation or filling or a combination of excavation and filling.
 - (4) Any street, highway, road, or bridge construction, enlargement, relocation or reconstruction.
 - (5) Any laying, repairing, replacing or enlarging of an underground pipe or facility for a distance of 300-feet or more.
- (c) Land disturbing activities subject to on-site detention and runoff control are as follows:
- (1) Development having a gross aggregate area of one acre, or more; or developments of less than one acre if they are part of a larger common plan of development or sale within City jurisdiction; or
 - (2) Development that involves the increase of one-half acre or more of impervious surface; or
 - (3) Developments where, in the opinion of the city engineer, the runoff from the activity will exceed the safe capacity of the existing drainage facilities and/or receiving water body; or cause undue channel erosion; or increase water pollution by scour and transport of particles; or negatively impact the downstream property.
- (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.
- (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.~~

Sec. 58-675. Standards, specifications and design criteria.

- (a) *Site erosion control.* Plans will not be approved nor permits issued unless erosion and sedimentation leaving the site during and after the land disturbance will not exceed that which would have been eroded if the land had been left in its undisturbed state and are controlled in accordance with procedures established within the most current version of the standard

specifications for land development in the City of Mequon, ~~the Wisconsin department of natural resources (WDNR)~~ Stormwater Management Technical Standards, the Wisconsin Stormwater Manual, the Soil Conservation Service Technical Guide, and the Ozaukee County Land Conservation Guidelines. In addition to these guidelines, the following requirements apply:

- (1) All activities on the site shall be conducted in a logical sequence to minimize the area of unstabilized soil at any one time. The limits of disturbance must be demarcated prior to the commencement of land disturbing activity and remain throughout construction.
 - (2) Unstabilized soil may not be left over the winter months. If construction is not anticipated to be completed in the existing season, temporary annual seed or sod, or equivalent control measures approved by the city engineer must be installed prior to September 30 on all areas that have bare soil.
 - (3) All disturbed ground left exposed and inactive for seven or more calendar days shall be stabilized by seeding and mulching or sodding, or other equivalent control measure approved by the city engineer.
 - (4) For sites with more than one acre disturbed at one time, or if a channel originates in the disturbed area, one or more sedimentation basins, or other erosion control measures approved by the city engineer, shall be constructed to minimize channelized flow and erosion. The control measures shall be constructed to the specifications as outlined in the above referenced publications.
 - (5) For sites with less than one acre disturbed at one time, filter fences, straw bales, or equivalent control measures approved by the city engineer, shall be placed along the perimeter of all undisturbed side slope and down slope sides of the site. If a channel or area of concentrated runoff passes through the site, erosion control measures, including protective areas as defined in this article shall be employed to ensure that no sediment reaches the channel.
 - (6) Any soil or dirt storage shall not be located with a down slope drainage length across a fully vegetated area of less than 25 feet to a roadway, drainage channel, or body of water. If remaining for more than 30 days, the soils should be stabilized with mulch, vegetative cover, tarps or other means. Erosion from soils in existence less than 30 days shall be controlled by placing straw bales, filter fence barrier, or other erosion control measures approved by the city engineer, around the soils.
 - (7) Erosion control measures shall remain in place and be maintained until such time when construction has been completed and final stabilization has been established.
- (b) *Drain inlet protection.* All storm drain inlets shall be protected during the construction and vegetation growth periods with a straw bale, filter fabric,

or equivalent barrier meeting accepted design criteria, standards and specifications as outlined in the above referenced publications.

- (c) *Site dewatering.* Water pumped from the site shall be treated by temporary sedimentation basins, grit chambers, sand filters, or other controls designed to limit discharge of total suspended solids (TSS) to 40 mg/l for the highest dewatering pumping rate. Water may not be discharged in a manner that causes erosion of the site or receiving channels, or in any manner that may cause damage to property as a result of concentrated water flow.
- (d) *Tracking.* Each site shall have graveled roads, access drives and parking areas of sufficient width and length to prevent sediment from being tracked onto public or private roadways. Any sediment reaching a public or private road shall be removed by street cleaning (not flushing) before the end of each workday. Construction of a gravel/stone tracking area shall comply with the most current versions of the WDNR Stormwater Management Technical Standards, the Wisconsin Stormwater Manual and Mequon standard specifications.
- (e) *On-site detention and runoff control.* Activities subject to on-site detention and runoff control regulation under the ordinance from which this article is derived shall comply with the following standards:
 - (1) The one-percent/24-hour storm; ten-percent/24-hour storm; and 50-percent/24-hour storm peak rate of runoff after the proposed and finalized development activities may not exceed the peak rate of runoff which would have resulted from the one-percent/24-hour storm; ten-percent/24-hour storm; and 50-percent/24-hour storm event respectively occurring over the site with the land in its pre-settlement condition.
 - a. For redevelopment, by design, the one-percent/24-hour storm; ten-percent/24-hour storm; and 50-percent/24-hour storm peak rate of runoff after the proposed and finalized development activities may not exceed the peak rate of runoff which would have resulted from the one-percent/24-hour storm; ten-percent/24-hour storm; and 50-percent/24-hour storm event respectively occurring over the site with the land in its existing condition. Redevelopments are exempt from the pre-settlement requirements.
 - b. The maximum pre-settlement runoff curve numbers being no greater than:
 - 30 for hydrologic soil group A,
 - 55 for hydrologic soil group B,
 - 70 for hydrologic soil group C,
 - 77 for hydrologic soil group D.
 - (2) Where on-site detention is required for runoff control, the

- detention facilities shall safely contain the runoff of a one-percent/24-hour storm event of any duration and safely pass/release the detained water at the rates as defined in subsection (e)(1) above through a v-notch weir control structure or other outlet control device as approved by the city engineer.
- (3) Compliance with the latest edition of the state resources conservation practice standard for wet detention basin design shall be used as a guide and set the minimum standards for the construction of all stormwater detention facilities.
 - (4) All stormwater runoff calculations and detention basin design shall be performed by a professional engineer licensed in the state to practice in the respective field.
- (f) *Total suspended solids (TSS).* BMPs shall be designed, installed and maintained to control suspended solids carried in runoff as follows:
- (1) For new development, by design, reduce to the maximum extent practicable, the total suspended solid load by 80 percent, based on the average annual rainfall, as compared to no runoff management controls.
 - (2) For redevelopment, by design, reduce to the maximum extent practicable, the total suspended solid load by 40 percent, based on the average annual rainfall, as compared to no runoff management controls.
- (g) *Infiltration.* BMPs shall be designed, installed and maintained to infiltrate runoff so that post-development infiltration volume shall be at least that of the pre-settlement infiltration volume based on the average annual rainfall. The city engineer may determine exceptions based on site history, land use and soil conditions.
- (h) *BMP design.* All BMPs shall be designed and stamped by a professional engineer licensed in the state to practice in the respective field, applying the most current technology and information available as accepted by the WDNR or the Milwaukee ~~m~~Metropolitan ~~s~~Sewerage ~~d~~District (MMSD) and approved by the city engineer. BMPs may not be altered from the original city approved design without prior written approval by the city engineer.
- (i) *Protective areas.* A set-back distance of natural, vegetated areas of land, that are the greatest of the following widths as measured horizontally from the top of the channel or delineated wetland boundary to the closest impervious surface, shall exist to protect the following resource waters. However, in this subsection, "protective area" does not include any area of land adjacent to any stream enclosed within a pipe or culvert, such that runoff cannot enter the enclosure at this location.
- (1) For outstanding resource waters and exceptional resource waters,

~~and for wetlands in areas of special natural resource interest as specified in Wis. Admin. Code § NR 103.04, 75 feet.~~

- (2) For perennial and intermittent streams identified on a United States geological survey 7.5-minute series topographic map, or a county soil survey map, whichever is more current, 50 feet.
 - (3) For lakes, 50 feet.
 - (4) For highly susceptible wetlands, 50 feet. Highly susceptible wetlands include the following types: calcareous fens, sedge meadows, open and coniferous bogs, low prairies, coniferous swamps, shrub-lowland hardwood swamps, and ephemeral ponds ~~other forested wetlands, fresh wet meadows, shallow marshes, deep marshes and seasonally flooded basins. Wetland boundary delineations shall be made in accordance with Wis. Admin. Code § NR 103.08(1m). This subsection does not apply to wetlands that have been completely filled in accordance with all applicable state and federal regulations. The protective area for wetlands that have been partially filled in accordance with all applicable state and federal regulations shall be measured from the wetland boundary delineation after fill has been placed.~~
 - (5) For less susceptible wetlands, ten percent of the average wetland width, but no less than ten feet nor more than 30 feet. Less susceptible wetlands include degraded wetlands dominated by invasive species such as reed canary grass, cultivated hydric soils, and any gravel pits, dredged material, or fill material disposal sites that take on the attributes of a wetland.
 - (6) In this section, determinations of the extent of the protective area adjacent to wetlands shall be made on the basis of the sensitivity and runoff susceptibility of the wetland in accordance with the standards and criteria in Wis. Admin. Code § NR 103.03.
 - (7) For concentrated flow channels with drainage areas greater than 130 acres, ten feet.
 - (8) Where there are contiguous areas requiring protection under (1) through (7) above, this section shall be interpreted in a manner such that the greatest protective area width shall apply.
 - (9) Wetland boundary delineation shall be made in accordance with Wis. Admin. Code § NR 103.08(1m). This paragraph does not apply to wetlands that have been completely filled in compliance with all applicable state and federal regulations. The protective area for wetlands that have been partially filled in compliance with all applicable state and federal regulations shall be measured from the wetland boundary delineation after fill has been placed.
- (j) Construction Site Waste. Construction site operators shall manage waste including, but not limited to, discarded building materials, concrete truck washout, chemicals, litter, and sanitary waste at the construction site in a manner that reduces adverse impacts to waters of the state.

Sec. 58-676. Application and issuance of permits. No landowner or land user may commence land disturbance activity or land developing activity, as those terms are defined and used in section 58-675 of this chapter, without receiving prior approval of a control plan for the site and a permit from the city engineer. At least one landowner or land user, controlling or using the site and desiring to undertake a land disturbing or land developing activity subject to this section shall submit an application for a permit and a control plan and pay an application fee to the city engineer. By submitting an application, the applicant is authorizing the city engineer to enter the site to obtain information required for the review of the control plan.

(1a) *Content of control plan required.* For land disturbing activities covering one acre or more.

~~a.~~(1) Site boundaries and adjacent lands.

~~b.~~(2) A map showing existing topography of the proposed site and 200 feet onto adjacent properties. Site contour interval shall be a two-foot minimum.

~~c.~~(3) Vegetative cover and soil type.

~~d.~~(4) Limits of 100-year floodplain and all watercourses, whether or not it is affected by the proposed development.

~~e.~~(5) Location and dimensions of stormwater drainage systems and natural drainage patterns on and 200 feet adjacent to the site.

~~f.~~(6) Locations and dimensions of existing; utilities, structures, roads, highways, paving, lot lines and outlots.

~~g.~~(7) Proposed conditions of the site shall include:

1a. Locations and dimensions of all proposed land disturbing activities, including finished topography at a minimum two-foot intervals.

2b. Location and dimensions of all temporary soil and dirt stockpiles.

3c. Location and dimensions of all construction site best management practice control measures necessary to meet the requirements of this section. All construction details should be shown on the plan.

4d. Location, dimensions and description of all channels, pipes, structures, basins or reservoirs, or other conveyances proposed to carry runoff to the nearest adequate outlet, including applicable design assumptions and computations. The applicable design discharge rate, in cubic feet per second, for each structure, pipe, channel, or conveyance. Design flow velocity for all channels and outlets shall be indicated.

5e. Areas to be sodded or seeded and mulched or otherwise stabilized with vegetation, describing type of final vegetative cover, including the location and type of all vegetated stormwater management measures. Type and

quality of mulch and method of anchoring shall be indicated, as well as seeding mixtures, rates, lime and fertilizer application rate for temporary or permanent seeding.

~~6f.~~ Schedule of anticipated starting and completion date of each land disturbing and land developing activity including the installation of construction site best management practice control measures needed to meet the requirements of this section.

~~7g.~~ Provisions for maintenance of the construction site best management practice control measures during construction.

~~(2b)~~ *Content of control plan required.* For land disturbing activities covering less than one acre, but meeting applicability requirements provided in this section of this chapter an erosion control plan statement, with an included map illustrating existing and proposed topography, areas of disturbance and erosion control measures, shall be submitted to briefly describe the site and erosion controls that will be used to meet the requirements of this section.

~~(3c)~~ *Review of control plan.*

~~a.(1)~~ Within 30 days of receipt of the application, control plan, or control plan statement and fee, the city engineer shall review the application and control plan to determine if the requirements of this section are met. The city engineer may request comments from other departments or agencies. If the requirements of this section are met, the city engineer shall approve the plan, inform the applicant and issue a permit upon receipt of the fee payment.

~~b.(2)~~ If the conditions are not met, the city engineer shall inform the applicant in writing and may either require additional information or disapprove the plan. Within 15 days of receipt of needed information, the city engineer shall again determine if the plan meets the requirements of this section. If the plan is disapproved, the city engineer shall inform the applicant in writing of the reasons for the disapproval.

Sec. 58-677. Permits.

(a) *Duration.* Permits shall be valid for a period of 180 days, or the length of a building permit, whichever is longer. The city engineer may extend the period one or more times for up to a total of 180 days. The city engineer may require additional control measures as a condition of the extension if they are necessary to ensure compliance with the requirements of this section. If proposed conditions change, and are deemed significant, the city engineer has the authority to declare the permit null and void. The city engineer shall notify the applicant in writing within 15 days of the decision and will request that another permit be submitted with the revised

control plan.

(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 declaration agreement.

(c) *Permit conditions.*

- (1) Land disturbing activities may not commence until all conditions

of the permit and items on the control plan are carried out, inspected and approved by the city engineer.

- (2) The city engineer must be notified 48 hours prior to commencing land disturbing activities.
- (3) The city engineer shall be notified after control measures are installed, and prior to land disturbing activities so that he may conduct a field inspection to confirm that all proposed measures are installed according to the control plan. Written authorization to proceed with land disturbing activities must be obtained from the city engineer prior to commencement of construction.
- (4) Written permission shall be obtained from the city engineer prior to modifying the control plan.
- (5) All control measures as identified in the approved control plan shall be installed by the applicant.
- (6) All road drainage systems, stormwater drainage systems, control measures and other facilities identified in the control plan shall be maintained by the applicant.
- (7) Any siltation or erosion damage to adjoining surfaces and drainage ways resulting from land developing or disturbing activities shall be repaired by the applicant.
- (8) Erosion control measures and the limits of disturbance shall be inspected by the applicant, and necessary repairs made after each rain of one-half inches or more and at least once a week.
- (9) The city engineer, or an agent thereof, shall be allowed to enter the site for the purpose of inspecting compliance with the control plan or for performing any work necessary to bring the site into compliance with the control plan.
- (10) A copy of the control plan shall always be kept on site.
- (11) Upon written notification by the city engineer, the applicant shall remove specified erosion control measures after the site has been deemed stabilized.

(d) Inspection.

- (1) The city engineer, or an agent thereof, shall inspect construction sites at least once ~~a month~~ every 45 days for active sites, 60 days for inactive sites, or after a rainfall of one-half inch or more during the period starting March 1 and ending October 31, and at least two times during the period starting November 1 and ending February 28 to ensure compliance with the control plan.
- (2) If land disturbing or land development activities are being carried out without a permit, the city engineer shall have authority to enter the land pursuant to the provisions of Wis. Stats. § 66.0119.

(e) Enforcement.

- (1) The city engineer may post a stop work order if:
 - a. Any land disturbing or land developing activity regulated

- under this section is being undertaken without a permit.
- b. The control plan is not being implemented in a good faith manner.
 - c. The conditions of the permit are not being met.
 - d. Control measures and the limits of disturbance are not being maintained in a good faith manner.
- (2) If the permittee does not cease the activity or comply with the control plan or permit conditions within seven days, the city engineer may revoke the permit.
 - (3) If the landowner or land user where no permit has been issued does not cease the activity within seven days, the city engineer may request the city attorney to obtain a cease and desist order.
 - (4) The city engineer or board of appeals may retract the stop work order or the revocation.
 - (5) Five work days after posting a stop work order, the city engineer may issue a notice of intent to the permittee or landowner or land user of the city engineer's intent to perform work necessary to comply with this section. The city engineer may go on the land and commence the work five working days from issuing the notice of intent. The cost of the work performed by the city engineer, plus interest is to be billed to the permittee or the landowner. In the event a permittee or landowner fails to pay the amount due, the clerk shall enter the amount due on the tax rolls and collect as a special assessment against the property pursuant to Wis. Stats. § 66.60(16).
 - ~~(6) Any person violating any of the provisions of this ordinance shall be subject to a forfeiture as provided in chapter 2 of this Code of Ordinances, and the city may recover all attorneys' fees, court costs, and other expenses associated with enforcement of this section, including sampling and monitoring expenses. Each day a violation exists shall constitute a separate offense.~~

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, the developer 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.

- (c) A homeowner's association or condominium association created by the developer shall be a non-profit, non-stock, Wisconsin corporation; the members of which will be the individual owners of the lots in the subdivision or condominium units.
- (d) The developer or responsible party shall, at its expense, provide normal, visual and customary cleaning, maintenance and certification to the BMPs located in subdivision/property, which may include weed and algae control, dam stabilization, outlet structure (including trash rack), dredging and biological control.
- (e) Dredging of the detention basin/pond requires approval under Wis. Stats. § 30.20, a permit to remove materials from the bed of a pond ultimately connected to the Milwaukee River from ~~the Wisconsin Department of Natural Resources (WDNR).~~
- (f) The application of EPA/state registered chemicals to detention basins/ponds or lakes is regulated by the WDNR. With few exceptions, a permit must be filed with, and approved by the WDNR, prior to chemical treatment. In certain circumstances, a representative of the department will monitor or supervise the chemical treatment. Contact the department for additional information.
- (g) BMPs shall be inspected and checked by an independent engineer or licensed land surveyor and recertified that the BMP complies with the original design standards before transfer to the homeowner's association or condominium association for residential development, or prior to an occupancy permit for commercial development. In the case of a development consisting of a single single-family residential structure, inspection and certification shall occur prior to the issuance of the occupancy permit, but in the event that weather conditions make such certification impactable or impossible, certification shall occur not later than six (6) months after the issuance of the occupancy permit. Thereafter, the responsible party would be responsible to recertify the BMP as follows:
 - (1) All initially constructed BMPs must be inspected within two years from the date of adoption of the ordinance from which this section

is derived;

- (2) Thereafter, all BMPs constructed prior to January 1, 1994, shall be required to be inspected and recertified every five years;
 - (3) All BMPs constructed after January 1, 1994, shall be inspected and recertified in one additional two-year cycle and every five years thereafter. Any deficiencies shall be corrected immediately. The city engineering department shall be notified three working days in advance of the inspection and no more than five working days after corrections have been made. A written report, not limited to photographs or diagrams of the deficiency and corrections with the certification, shall be submitted to the city engineering department for review and approval. Specific areas shall include, but not be limited to:
 - Pond containment berms are stable and free of animal burrowings
 - Detention storage
 - Erosion
 - Vegetative cover
 - Sediment accumulation
 - Trash rack/culvert functions
 - Outlet flow
- (h) BMPs may not be altered from the original city approved design without prior written approval by the city engineer. Failure to comply will result in the issuance of a municipal citation as in this section.
- (i) The city engineer has the authority to stop work, amend, or alter remediation measures to the detention basins/ponds. ~~Any person violating any of the provisions of this section shall be subject to a forfeiture as provided in chapter 2 of this Code of Ordinances, and the city may recover all attorneys' fees, court costs, and other expenses associated with enforcement of this section, including sampling and monitoring expenses. Each day a violation exists shall constitute a separate offense.~~
- (j) If a homeowner's association or condominium association does not exist, the city shall require recertification of the detention basin/pond to the time just prior to the city's release of the developer's drainage financial guarantee.

Sec. 58-679. Clear water discharge; sump pumps.

- (a) All other rulings pertaining to rain water connections shall be as per state code.
- (b) Clear water discharge and sump pumps shall also adhere to article IV, Plumbing Code of the City of Mequon Code of Ordinances.

- (c) Sump pump discharge.
 - (1) All sump pumps installed for the purpose of discharging clear waters from foundation drains and ground infiltration must:
 - a. Be directly connected to a storm sewer when available.
 - b. Where the building is not serviced by a storm sewer, the sump pump shall discharge to the roadside drainage ditch. The discharge location shall be at the top of the ditch or as approved by the City Engineer or his/her designee.
 - c. Where a storm sewer or roadside drainage ditch is unavailable, the sump pump discharge may be made to an approved drainage facility only with the approval of the City Engineer or his/her designee.
 - d. Sump discharge shall not be allowed to drain onto a paved roadway or curb and gutter.
 - e. In no case shall the sump pump discharge be directed towards or onto adjacent properties or create a nuisance.
 - (2) Sump pump discharge pipes at the structure shall be located above the permanent ground grade unless otherwise approved by the City Engineer or his/her designee. A pipe disconnect coupling shall be installed so that the above ground portion of the discharge pipe can be disconnected from the underground portion if necessary during freezing weather.
- (d) Buildings in existence prior to July 1, 1973, and having sump pumps installed for the purpose of discharging clear water from foundation drains and ground infiltration may discharge either into a storm sewer lateral leading to a storm sewer, drainage ditch or onto the ground.
- (e) Any new sump pump crocks installed shall adhere to section 58-679(c).
- (f) The plumbing inspector or his designated agent may complete inspections in accordance with section 10-115.

Sec. 58-680. Penalties. Any person violating any of the provisions of this ordinance shall be subject to a forfeiture as provided in section 1-7, and the city may recover all attorneys' fees, court costs, and other expenses associated with enforcement of this section, including sampling and monitoring expenses. Each day a violation exists shall constitute a separate offense. In addition to any forfeiture provided for above, in the event that any violation of this ordinance results in another regulatory body assessing a financial penalty against the city or if the city incurs any costs and expenses to avoid such financial penalty, any person violating the provisions of this ordinance shall also be liable to the city in the amount of any such financial penalty, costs or expenses.

SECTION II

Section 58-706 of the Mequon Municipal Code is hereby amended to read as follows
(NOTE: Added text is bold underlined; Deleted text is ~~struck through~~):

Sec. 58-706. Notification of spills. Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into stormwater, the storm drain system, or water of the U.S. said person, shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials, said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, said person shall notify the city in person or by phone or facsimile no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the city within three business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least ~~three~~five years. If the spill threatens waters of the state, the spill hotline should be notified at 1-800-943-0003.

SECTION III

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

SECTION IV

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

SECTION V

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

Approved by: Andrew Nerbun, Mayor

Date Approved: September 10, 2024

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on September 10, 2024.

Caroline Fochs, City Clerk

Published: _____

CITY OF MEQUON, WISCONSIN**MAYORAL PROCLAMATION****NATIONAL SEE TRACKS? THINK TRAIN WEEK**

2,192 rail grade crossing collisions resulted in 765 personal injuries and were responsible for 248 fatalities in the United States during 2023.

1,378 trespassing casualties have occurred in the United States resulting in 663 pedestrians being killed and another 715 injured while trespassing on railroad property rights of way during 2023.

Educating and informing the public about rail safety, reminding the public that railroad right of ways are private property, enhancing public awareness of the dangers associated with highway rail grade crossings, ensuring pedestrians and motorists are looking and listening while near railways, and obeying established traffic laws will reduce the number of avoidable fatalities and injuries caused by incidents involving trains and citizens.

The International Association of Chiefs of Police, National Operation Lifesaver, United States Department of Transportation, and all local, state, county, and railroad law enforcement officers, first responders, and railroad corporations commit to partnering together in an effort to educate at a national level all aspects of railroad safety, to enforce applicable laws in support of National See Tracks? Think Train Week.

Accordingly, I, Andrew Nerbun, Mayor of the City of Mequon, on behalf of all citizens of the City of Mequon, proclaim September 23 to 29, 2024, to be National See Tracks? Think Train Week, and I encourage all citizens to recognize the importance of rail safety education.

Dated September 10, 2024

*Andrew Nerbun, Mayor
City of Mequon*



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 Mequon, WI 53092
 Phone: 262-236-2914
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Office of the City Clerk
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COMMON COUNCIL
Regular Meeting
Wednesday, August 14, 2024
7:30 PM
Christine Nuernberg Hall

Minutes

1) Call to Order

The meeting was called to order by Mayor Nerbun at 7:45 PM.

2) Pledge of Allegiance

3) Roll Call

Present:

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

Also present: City Administrator Jones, Assistant City Administrator Schoenemann, City Attorney Sajdak, City Clerk Fochs, Finance Director Arnett, Assistant Director of Community Development Zader, Assistant City Engineer McCraw, ICMA Management Fellow Randall, press and interested public.

4) Public Hearings:

- a) **ORDINANCE 2024-1664** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code Related to Specific Development Standards for Distilleries.

Attachment: 8.14.24 Minutes CC (9607 : CC Minutes)

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

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

1) Public Hearing

2) Consideration of Ordinance

b) Motion to open public hearing.

RESULT: APPROVED BY VOICE ACCLAMATION [UNANIMOUS]
MOVER: Robert Strzelczyk, Alderman
SECONDER: Dale Mayr, Alderman
AYES: Strzelczyk, Tolocko, Mayr, Hansher, Bach, Parrish, Bratt, Gebhardt

c) Motion to close public hearing.

RESULT: APPROVED BY VOICE ACCLAMATION [UNANIMOUS]
MOVER: Dale Mayr, Alderman
SECONDER: Peter Bratt, Alderman
AYES: Strzelczyk, Tolocko, Mayr, Hansher, Bach, Parrish, Bratt, Gebhardt

5) Personal Appearances and Public Comment:

Nancy Martin of 1221 Peppin Court spoke to request an increased stipend for Poll Workers from \$100 for the November election.

6) Public Officials' Reports:

a) Mayor

Mayor stated that the Taste of Mequon will be on Saturday, September 7, 2024.

b) City Administrator

City Administrator Jones said that Mequon Road will re-open on Friday and that the Jewish Food Festival is happening August 18-19, 2024, from noon - 7 PM.

Attachment: 8.14.24 Minutes CC (9607 : CC Minutes)

7) Consent Agenda:

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

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

- a) Common Council meeting minutes of July 9, 2024.
- b) Architectural Board meeting minutes of June 10, 2024.
- c) Festival Committee meeting minutes of June 17, 2024.
- d) Finance-Personnel Committee meeting minutes of June 11, 2024.
- e) Joint Mequon-Thiensville Bike and Pedestrian Way Commission meeting minutes of June 13, 2024.
- f) Planning Commission meeting minutes of June 24, 2024.
- g) Public Welfare Committee meeting minutes of June 11, 2024.
- h) Public Works Committee meeting minutes of June 11, 2024.
- i) Southern Ozaukee Fire & EMS Board meeting minutes of May 8, 2024.
- j) Southern Ozaukee Fire & EMS Commission meeting minutes of May 8, 2024.
- k) Zoning Enforcement and Site Compliance Report through July 24, 2024.
- l) Ordinance First Readings

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

- 1) **ORDINANCE 2024-1667** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code Relating to WDNR MS4 Stormwater Permit Conditions.

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

8) Ordinances:

- a) **ORDINANCE 2024-1665** - An Ordinance Creating Section 2-183(l) of the Mequon Municipal Code Relating to Informed Consent Concerning Certain Actions of the City's Legal Counsel.

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

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

9) Resolutions:

- a) **RESOLUTION 4133** - A Resolution Adopting Proposed Updates to the City's Financial Policies.

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

MOVED BY: Alderman Parrish

SECONDED BY: Alderman Gebhardt

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

- b) **RESOLUTION 4135** - A Resolution Approving a Master Services Agreement for Implementation of a New Agenda Management System with Civic Select of Manhattan, Kansas, in the Initial Amount of \$34,582 During Fiscal Year 2025.

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

MOVED BY: Alderman Strzelczyk

SECONDED BY: Alderman Mayr

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

- c) **RESOLUTION 4136** - A Resolution Authorizing a Contract Amendment for the Development of Streetscape Construction Plans on Port Washington Road between Zedler Lane and Mequon Road with Harwood Engineering Consultants, Ltd., Milwaukee, Wisconsin, in an Amount Not-to-Exceed \$88,200.

City has approval of the construction plan from the Committee and will be sending the final concept to the Common Council.

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

MOVED BY: Alderman Hansher

SECONDED BY: Alderman Bratt

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

10) Specified Unfinished Business From Prior Meetings:

11) Specified New Business:

Aldermanic appointment

Attachment: 8.14.24 Minutes CC (9607 : CC Minutes)

- a) Motion to approve Aldermanic Appointment of Laura Graupe, District 7, to the Ethics Board.

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

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

12) Adjourn

- a) Motion to adjourn at 8:07 PM.

RESULT: **APPROVED BY VOICE ACCLAMATION [UNANIMOUS]**
MOVER: William Gebhardt, Alderman
SECONDER: Gregg Bach, Alderman
AYES: Strzelczyk, Tolocko, Mayr, Hansher, Bach, Parrish, Bratt, Gebhardt

Respectfully Submitted,

Beth Kong

Attachment: 8.14.24 Minutes CC (9607 : CC Minutes)



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Office of the City Clerk
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**COMMON COUNCIL
Special Meeting
Wednesday, August 28, 2024
7:00 PM or Immediately Following the
Appropriations Committee Meeting
Christine Nuernberg Hall**

Minutes

1) Call to Order

Mayor Nerbun called the meeting to order at 7:21 pm.

2) Pledge of Allegiance

3) Roll Call

Present:

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

Also Present: City Administrator Jones, City Attorney Sajdak, City Clerk Fochs, Director of Public Works Lundeen, Fire Chief Bialk, Police Chief Prior, press and interested public.

4) Closed Session:

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

Motion to enter closed session.

RESULT:

Approved by Roll Call Vote [Unanimous]

MOVED BY:

Alderman Strzelczyk

SECONDED BY:

Alderman Bratt

Attachment: 8.28.24 minutes Draft (9652 : CC special meeting)

AYES:	Nerbun, Strzelczyk, Tolocko, Mayr, Hansher, Bach, Parrish, Bratt, Gebhardt
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Motion to reconvene into open session.

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

AYES:	Strzelczyk, Tolocko, Mayr, Hansher, Bach, Parrish, Bratt, Gebhardt
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Hearing no objection, the Mayor declared the Council as being in open session.

Motion to direct the City Attorney and City Staff to act as directed in closed session.

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

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

5) Adjourn

a) Motion to adjourn at 9:13 PM

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

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

Respectfully Submitted,
Beth Kong
Deputy Clerk



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INSPECTION DIVISION

ARCHITECTURAL BOARD MINUTES

Monday, July 8, 2024

6:00 PM

Lower-Level Conference Room

Minutes

1. Call to Order, Roll Call:

Present: Chairman Scott Reed

Members at Large: Paul Apfelbach, Michael Wade, Janet Ehn

Building Inspector: Greg Golden

2. Meeting Minutes

Minutes from the June 10, 2024, meeting were approved by Vice-Chairman Paul Apfelbach and seconded by District Representative Michael Wade.

Minutes passed unanimously.

Attachment: Arch Board Minutes 7.8.24 (9600 : Arch Board Minutes)

3. Application Submittals:

No.	Alder. District /Time	Type of App	Owner(s) / Project Address	Contractor
1)	Dist. 7 6:00 pm	New Single-Family Residence	Daren & Krista Diiorio 10723 N. Torrey Drive Subd: Torrey Drive Estates	Contractor: Victory Homes Architect: David Pluim
Moved to Approve: <u>Apfelbach</u> Seconded by: <u>Ehn</u> Approved: <u>Yes</u> Vote: <u>Unanimous</u> Conditions: Plan approved as submitted.				
2)	Dist. 7 6:05 pm	New Single-Family Residence	Jamie & Demetrios Georgacopoulos 3535 W. Torrey Drive Subd: Torrey Drive Estates	Contractor: Victory Homes Architect: David Pluim
Moved to Approve: <u>Ehn</u> Seconded by: <u>Reed</u> Approved: <u>Yes</u> Vote: <u>Unanimous</u> Conditions: Plan approved as submitted with the following condition that a single window is added to the second-floor bedroom on the right elevation.				
3)	Dist. 1 6:10 pm	New Single-Family Residence	Brent Hamm & Rachel Miller 13771 N. Pine View Court Subd: Riverland Estates	Contractor: Anderson Homes Architect: Anderson Homes
Moved to Approve: <u>Reed</u> Seconded by: <u>Apfelbach</u> Approved: <u>Yes</u> Vote: <u>Unanimous</u> Conditions: Plan approved as submitted.				

Attachment: Arch Board Minutes 7.8.24 (9600 : Arch Board Minutes)

4)	Dist. 1 6:15 pm	Addition: Attached Garage	William & Joann Pennington 7033 W. Overlook Court Subd: Highland Ridge	Contractor: TBD Architect: Deep River Partners
Moved to Approve: <u>Apfelbach</u> Seconded by: <u>Ehn</u> Approved: <u>Yes</u> Vote: <u>Unanimous</u> Conditions: Plan approved as submitted with the condition that all windows are consistent; either grids or no grids on windows for the entire house.				

4. **Action:**

Vice-Chairman Paul Apfelbach made a motion to adjourn the meeting.
Chairman Scott Reed seconded the motion.

A vote was taken; vote passed unanimously.

Meeting adjourned at 6:13 p.m.



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Office of the City Clerk

BOARD OF APPEALS
Thursday, May 2, 2024
6:00 PM
Christine Nuernberg Hall

Minutes

1) Call to Order

Chairman Massey called the meeting to order at 6:00 PM.

Present:

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

Also present: City Attorney Brian Sajdak, City Clerk Caroline Fochs, Community Development Director Tollefson, Associate Planner Hoier, and interested public.

2) Approve meeting minutes of January 4, 2024

Discussion between City and Ozaukee County to review the building code implications from the January meeting is planned for July.

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

AYES:	Massey, Larson, Helfer
ABSTAIN:	Flannagan, Stern

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

- a. Applicants: Tracy & Mike LaLonde
- Owners: Tracy & Mike LaLonde
- Appeal: Opportunity will be afforded to all interested in being heard concerning the petition by Tracy & Mike LaLonde appealing the February 19, 2024

Attachment: BOA minutes_05-02-24 (9651 : Board of Appeals)

Planning Commission's building and site plan amendment approval to allow for a renovation for office use at 6714 W. Mequon Road.

Hearing no objection, Chairman Massey opened the public hearing, stated the administrative appeal and the process.

All parties appearing before the Board of Appeals were sworn.

Community Development Director Tollefson stated that staff does not find that the appellant's application provides any evidence of an error by Planning Commission at the February 19, 2024 meeting.

Associate Planner Hoier addressed each condition the appellant wanted to appeal with the appropriate Mequon Code: 1) Code 58-564(e)(2) and 58-564(e)(1) requires a 6 foot fence along the east property line, 2) Code 58-564(e)(1) requires the installation of tall bushes or hedges on the north side of the building, 3) Code 58-564(a) requires the installation of street trees along the driveway to the parking lot, 4) Code 58-605(e) allows Planning Commission to deny street connections where the effect would encourage the use of such streets by substantial through traffic. If a driveway to 6720 W. Mequon Road is installed on River Birch Drive the City can deny the driveway connection from 6720 W. Mequon Road and 6714 W. Mequon Road, and 5) Code 58-605(e) gives Planning Commission the authority to restrict access to River Birch Drive to the north. Staff confirmed that the property to the western side of the subject property is a different property and zoned C-2 Conservancy and that recently a large amount of deciduous trees have been cut down. In addition, Planning Commission allowed public testimony on this issue in February and the neighbors received the appropriate notice.

Chairman Massey read into the record as Exhibit 1 the six letters/emails from residents filed with City staff regarding this appeal. While neighboring resident's comments are taken into consideration, the Planning Commission makes their own recommendations. The parking lot needs to be widened to allow for two-way roadway which would in-turn require street trees. City staff is unaware of the current status of the ongoing dispute between the appellant and the adjacent Home Owners Association (HOA) regarding trespassing and the unauthorized removal of trees from the HOA's property.

Appellant Mr. LaLonde clarified that the on-going litigation concerns the north edge of his property, the land adjacent to 6720 W. Mequon Road. Quotes were received to re-screen. He removed most of the trees on his property. The commercial building has been there for years prior to his purchasing it. It is positioned between two of his properties and not on a thoroughfare. There are no residences north of this building since it is a conservancy. Residents live to the east and west. His solution was a natural barrier of arborvites spaced along the lot line. There is a small plot of land that belongs to the HOA that he proposes to plant part of this natural barrier. Mr. LaLonde further stated that he opposes the Planning Commission's insistence on fencing and shrubbery along the lot line. He does not want to surrender any of his property in order to save more trees when erecting a fence. Any fence would be placed on the lot line and undoubtedly more trees would need to be removed.

Since he owns the house behind him he does not feel that he should be forced to "screen" himself. These resources could be put towards rectifying the bigger issues. He continued to state that the driveway to 6720 W. Mequon Road is not a roadway and therefore he should not be required to plant street trees. He stated that there is a legal easement between 6720 W. Mequon Road and 6714 W. Mequon Road and he should not be required to surrender that.

Discussion ensued. The Board went through each Planning Commission condition that the appellant is challenging. These include the fencing along the east property line, the hedges along the north side, street trees along the driveway to the parking lot, removal of the condition to severing access to 6720 W. Mequon Road if the driveway to 6720 W. Mequon Road is installed on River Birch Drive. Mr. LaLonde argued that it is a private drive and not a roadway and thus Code 58-564(a) does not apply, nor does the Planning Commission have the authority to require the connection. His appeal concerns 6714 W. Mequon Road not 6720 W. Mequon Road.

Further discussion ensued on the access to River Birch Road. Mr. LaLonde stated that he owns both 6714 and 6720 W. Mequon Road. 6714 is a commercial property. Being the owner he can reduce or eliminate the access point to River Birch Road. 6720 is a tenant-occupied residential property that has a legal right to the access point to River Birch Road. There is no paved access to River Birch Road at this time. He owns all three buildings. Ms. Tollefson explained that with the conversion of 6714 W. Mequon Road into a new commercial business, the Planning Commission did not want to see commercial traffic traveling across a single-family lot and entering onto a residential, local street in a residential neighborhood from River Birch. Five offices are planned at 6714 W. Mequon Road. Hours of operation could be later than 5:00 pm depending on the clientele. Under State statutes the City has the right to control the egress from 6714 W. Mequon Road. There is no indication that the City is taking away any of his easements.

The following residents spoke against Mr. LaLonde's appeal: Dave Schaefer, Paul Reinholz, Dave Boerke, and Archie Shew.

The subject building is very visible, citing the change of use to a multi-use business could result in more light pollution and more traffic, the insufficiency of trees to screen car lights, the fence condition should remain, extension of the fence further south would be acceptable to the River Birch HOA, landscaping is needed around the patio for privacy, street trees along driveway are needed to restore the aesthetics of the property, agrees severing the driveway to the north is correct, there is also increased noise pollution, the lack of vegetation is unsightly, the current screening is nonexistent since the trees were either trimmed up or cut down, neighbors wish to maintain their property values.

Mr. Reinholz confirmed that the lawsuit is on-going and the River Birch HOA has not agreed to accept trees on their part of the lot line. Mr. Boerke agrees with Mr. LaLonde's opinion that screening is the most important issue to be addressed.

David Neel opposed but declined to speak.

Mr. LaLonde clarified that he only removed trees on his side of the east lot line and afterwards the Home Owners Association cleared the low vegetation on their side of the property line. Both of these actions opened up the sight lines immensely. He admitted trimming up six trees on the north property line in error. The reason to cut trees was to be able to access the power lines that cross his property.

Finally, Ms. Tollefson stated that when an access is being used for a commercial use that is open to the public it is no longer considered private. These requirements are conditions of an application made by the appellant to use the property as a commercial use. These are the minimum standards by the code that any development needs to meet. The site plan is in place for perpetuity as long as commercial development occurs. Any changes need City approval.

Motion to close the public portion of the hearing.

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

AYES: Massey, Flanagan, Larson, Stern, Helfer

Board discussion ensued.

- The subject property currently looks very rough and barren.
- There are different ways to resolve this.
- The Board's role is to rule on law.
- The Board must consider all oral and written testimony.
- Planning Commission had the authority to levy conditions.
- Mequon is not taking any easement away from the appellant.
- The City weighed the impact of noise pollution, traffic, safety of neighboring residents, and egress/ingress to property.
- The Planning Commission acted without error.
- The Planning Commission approval conditions are reasonable.
- Traffic will be increased on the property by the nature of its use.
- Neighboring residents have the right to be shielded.

Motion to deny the appeal to remove and revise conditions of the building and site plan approval on February 9, 2024.

RESULT: Approved by Roll Call Vote [Unanimous]
MOVED BY: Board Member Flanagan
SECONDED BY: Board Member Massey

AYES: Massey, Flanagan, Larson, Stern, Helfer

4) Adjourn

Motion to adjourn at 7:53 PM.

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

MOVED BY: Board Member Helfer

SECONDED BY: Board Member Stern

AYES: Massey, Flanagan, Larson, Stern, Helfer

Respectfully Submitted,
Kathy Andrykowski
Deputy Clerk

Attachment: BOA minutes_05-02-24 (9651 : Board of Appeals)



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FESTIVALS COMMITTEE

Monday, July 15, 2024

6:30 PM

North Conference Room

Minutes

1) Call to Order, Roll Call

Present:

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

Also Present: Executive Assistant Enea

2) Approval of Meeting Minutes

a. June Minutes

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

MOVED BY: Committee Member White

SECONDED BY: Committee Member McHenry

AYES: White, Conaty, Benson, Liljegren, McLean, McHenry, Nerbun

ABSENT: Hohn, Johnson, Luchins

3) Sponsor Updates

M-T Community Foundation signed on as a \$1,000 sponsor, Piggly Wiggly as a \$500 sponsor, and RBC Wealth Management as a \$750 sponsor for the caricature artist.

4) Vendor Review

Attachment: Festivals Mins 071524 (9641 : Festivals Committee)

a. Ice Tea Spot Application

RESULT: **Approved by Voice Acclamation [4 to 1]****MOVED BY:** Committee Member White

b. Mary Bryant Country Kraft Boutique Application

RESULT: **Approved by Voice Acclamation [Unanimous]****MOVED BY:** Nerbun**SECONDED BY:** Member Conaty**AYES:** White, Conaty, Benson, Liljegren, McHenry, Nerbun, McLean**ABSENT:** Hohn, Johnson, Luchins

5) Children's Area

a. Event Schedule

Executive Assistant had not heard back from Bella Via, but had solidified all the other Children's Stage spots. The Committee thought it would be okay to have DJ music and dancing during that time period if Bella Via does not end up participating.

b. Board & Brush Designs

The Committee did not really like the food designs except for the ice cream. They requested to have Board & Brush provide more summer, animal, and Wisconsin themed designs.

c. Pizza Contest

RESULT: **Approved by Voice Acclamation [Unanimous]****MOVED BY:** Committee Member White**SECONDED BY:** Committee Member Benson**AYES:** White, Conaty, Benson, Liljegren, McLean, McHenry, Nerbun**ABSENT:** Hohn, Johnson, Luchins

d. Bubble Machines

RESULT: **Approved by Voice Acclamation [Unanimous]****MOVED BY:** Nerbun**SECONDED BY:** Committee Member Liljegren**AYES:** White, Conaty, Benson, Liljegren, McLean, McHenry, Nerbun**ABSENT:** Hohn, Johnson, Luchins

e. Library Storytime

The Committee was excited to have Weyenberg Library as a partner to offer Story Time.

f. Swan Pool Floats

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

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

g. Other

The Committee discussed having an after party at Foxtown to help clear the street at the end of the festival. They were in favor if Foxtown was interested in being a sponsor. The Committee also discussed having a family walk/run end at the festival. It was suggested to approach MTCF about a bike ride instead.

6) Next Meeting Date and Time

A. August 19 at 6:30 P.M.

7) Adjourn

Committee Chair White moved to adjourn at 6:55 P.M. and Committee Member Liljegren seconded.

Respectfully Submitted,

Carrie Enea
Executive Assistant



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Office of the City Administrator

FINANCE-PERSONNEL COMMITTEE

Tuesday, July 9, 2024

6:15 PM

North Conference Room

Minutes

1) Call to Order, Roll Call

Present:

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

Also present: William Jones, City Administrator, Brenda Arnett, Finance Director, Marie Keyser, Assistant Finance Director, Justin Schoenemann, Assistant City Administrator, Caroline Fochs, City Clerk, Brian Sajdak, City Attorney, Michael Gies, Parks & Forestry Superintendent, Wendi Unger, Baker Tilly Principal, Les Ahrens, City Assessor and Nancy Martin, interested party.

2) Approve Meeting Minutes

a. June 11, 2024 Finance-Personnel Meeting Minutes

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

MOVED BY: Alderman Strzelczyk

SECONDED BY: Alderman Parrish

AYES: Parrish, Strzelczyk

ABSENT: Gebhardt

3) Presentation

a. Acceptance of the FY2023 Annual Comprehensive Financial Report and Report on Internal Control

Assistant Director Keyser introduced Baker Tilly Auditor, Wendi Unger. Ms. Unger presented the Fiscal Year (FY) 2023 Report on Internal Controls and the Financial Reports to the Committee.

4) License Applications

a. July 2024 Licenses

Attachment: Fin Personnel Minutes 070924 (9606 : Finance Personnel July Minutes)

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

AYES: Parrish, Strzelczyk
ABSENT: Gebhardt

5) Vouchers Paid

a. June 2024 Vouchers Paid List

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

AYES: Parrish, Strzelczyk
ABSENT: Gebhardt

6) Resolutions

Action requested: review and recommend approval

- a. **RESOLUTION 4134** A Resolution Approving a Development & Dedication Agreement with Mequon-Thiensville Little League/Mequon Heat for a Replacement Storage Shed at Rotary Park

Mr. Gies, Parks & Forestry Superintendent was in attendance at the meeting and was in favor of this shed donation.

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

AYES: Parrish, Strzelczyk
ABSENT: Gebhardt

7) Ordinances

Action requested: review and recommend approval

- a. **ORDINANCE 2024-1665** An Ordinance Creating Section 2-183(l) of the Mequon Municipal Code Relating to Informed Consent Concerning Certain Actions of the City's Legal Counsel

City Attorney Sajdak presented the Ordinance and how it impacts the City. Alderman Strzelczyk motioned to approve the ordinance provided the language specify what is considered "confidential " information.

RESULT: Approved with Amendments [Unanimous]
MOVED BY: Alderman Strzelczyk
SECONDED BY: Alderman Parrish

AYES:	Parrish, Strzelczyk
ABSENT:	Gebhardt

8) Discussion Items

a. Discussion Regarding a City-wide Revaluation of Property Assessments During Fiscal Year 2025

Assistant Director Keyser introduced this City-wide revaluation of property topic. Ms. Keyser explained that the last City-wide revaluation took place in FY2021 and added approximately \$626M to the overall assessed value of the City. The assessment ratio was brought to 100% after that revaluation. Since then, the assessment ratio has fallen every year. State Statute 70.05(5) says the assessment ratio must be between 90-110%, and a municipality has four years to comply.

City Assessor, Les Ahrens, was in attendance at the meeting to explain the four proposals his office could perform to bring the City back in compliance with the Statute.

The general consensus from the Committee members is to look further into options one or two. Staff will work to incorporate one of those options into the FY2025 budget with the possibility of using ARPA funds to pay for the proposal.

b. 2023 Popular Annual Financial Report (PAFR)

Assistant Director Keyser presented the 2023 Popular Annual Financial Report (PAFR) and noted she submitted the document to the Government Finance Officers Association (GFOA) for award consideration.

c. 2025 Community Survey Input

Committee members did not have any input for the 2025 Community Survey. Should they think of anything over the next week, they were instructed to email City Staff.

d. Finance - Personnel Work Plan

9) Information Item

a. Ehlers Refunding Analysis of Existing Bonds

10) Adjourn

A motion to adjourn was made at 7:16 PM by Alderman Strzelczyk, seconded by Alderman Parrish. All voted in favor "aye."

Respectfully Submitted,

Marie Keyser
Assistant Finance Director



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Public Works Department

Joint Mequon-Thiensville Bike and Pedestrian Way Commission

Thursday, July 11, 2024

9:00 AM

North Conference Room

Minutes

1. Call to Order, Roll Call

Present:

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

Absent:

Also in attendance were City Engineer/Director of Public Works Lundeen, Assistant City Engineer McCraw, Engineering Administrative Assistant Redeker, and two representatives from Graef, Craig Huebner and Alex Motl.

2. Approval of Meeting Minutes

a. June 13, 2024 Minutes

RESULT: **Approved with Amendments [Unanimous]**

MOVED BY: Commissioner Doornek

SECONDED BY: Commissioner Wade

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

3. Resident Communications

There were no residents in attendance.

Attachment: Joint Ped 07-11-2024_Minutes (9622 : Joint Bike Ped)

4. Discussion/Action Items

a. Motion to reorder the agenda

Commissioners voted to move items b. Ozaukee County Natural Resources Committee Update and c. Safety Concerns of the OIT Alignment near the WE Energies Substation in front of item a. Joint M-T Bikeway Planning Study Kickoff Meeting. Commissioner Wade made a motion, seconded by Commissioner Heinritz, and unanimously approved.

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

MOVED BY: Commissioner Wade

SECONDED BY: Commissioner Heinritz

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

b. Ozaukee County Natural Resources Committee Update Regarding Repaving Ozaukee Interurban Trail and Creation of Multi-use Trail at the Little Menomonee Fish and Wildlife Preserve in Mequon

Commissioners discussed an article from the News Graphic regarding the recent meeting of the Ozaukee County Natural Resources Committee.

c. Safety Concerns of the Ozaukee Interurban Trail Alignment near the We Energies Substation and Railroad

The safety concerns of the OIT railroad crossing near the WE Energies substation was discussed. Commissioner Heinritz made a motion to follow up with the Office of the Commissioner of Railroads (OCR) regarding the letter that was previously sent by the commission. Commissioner Doornek seconded, all agreed, and the motion passed.

RESULT: **Approved [Unanimous]**

MOVED BY: Commissioner Heinritz

SECONDED BY: Commissioner Doornek

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

d. Joint M-T Bikeway Planning Study Kickoff Meeting

Craig Huebner and Alex Motl from Graef were in attendance to kickoff the Joint M-T Bikeway Planning Study. They went over the anticipated timeline and explained their role, as well as the Commission's role in the planning study.

The Commission chose to push the August meeting back a week to August 15th for attendance reasons.

5. Other Business

6. Adjourn

a. Motion to Adjourn at 10:24 AM

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

MOVED BY: Commissioner Doornek

SECONDED BY: Commissioner Wade

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

Respectfully Submitted,

Kaye Redeker

Attachment: Joint Ped 07-11-2024_Minutes (9622 : Joint Bike Ped)



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Office of Parks and Operations

PARK AND OPEN SPACE BOARD

Wednesday, June 19, 2024

6:30 PM

South Conference Room

Minutes

1) Call to Order, Roll Call

Meeting called to order at 6:30 PM.

Present:

Chair Jason Cain
 Alderman Peter Bratt
 Board Member Harlan Balkansky
 Board Member Steven Kulick
 Board Member James Lysaught
 Board Member Anton Usowski
 Board Member Gerald Vite
 Board Member David Wolfson
 Vice Chair Breanne Plier -- **Excused**

Also Present: Jack Bloom MTLL/Heat (6:30-6:39PM), Morgan Shapiro, Assistant Planner MSA Professional Services, Inc., Emma Wenman, Landscape Designer MSA Professional Services, Inc., Parks & Forestry Superintendent Gies, and Administration Assistant Schlereth.

2) Approval of Meeting Minutes

a. May 15, 2024, Minutes

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

MOVED BY: Board Member Lysaught

SECONDED BY: Board Member Balkansky

AYES: Cain, Bratt, Balkansky, Kulick, Lysaught, Usowski, Vite, Wolfson

NOT PRESENT: Plier

Attachment: Parks and OSB 6-19-24 (9628 : Parks and Open Space)

3) Action Item

- a. **RESOLUTION 4134** A Resolution Approving a Development & Dedication Agreement with Mequon-Thiensville Little League/Mequon Heat for a Replacement Storage Shed at Rotary Park

RESULT: Approved by Voice Acclamation [Unanimous]
MOVED BY: Board Member Wolfson
SECONDED BY: Board Member Balkansky

AYES: Cain, Bratt, Balkansky, Kulick, Lysaught, Usowski, Vite, Wolfson
NOT PRESENT: Plier

- b. Gathering on the Green

RESULT: Approved by Voice Acclamation [Unanimous]
MOVED BY: Board Member Balkansky
SECONDED BY: Board Member Vite

AYES: Cain, Bratt, Balkansky, Kulick, Lysaught, Usowski, Vite, Wolfson
NOT PRESENT: Plier

- c. Jewish Food Festival 2024

RESULT: Approved by Voice Acclamation [Unanimous]
MOVED BY: Board Member Wolfson
SECONDED BY: Alderman Bratt

AYES: Cain, Bratt, Balkansky, Kulick, Lysaught, Usowski, Vite, Wolfson
NOT PRESENT: Plier

4) Discussion Item

- a. MSA Update

The playgrounds and open spaces have been assessed.

Goals and objectives have been reviewed and updated.

Discussion ensued on ways to get the survey out to community members.

5) Adjourn

a. Motion to Adjourn at 8:00 PM

RESULT: **Approved by Voice Acclamation [Unanimous]****MOVED BY:** Board Member Vite**SECONDED BY:** Board Member Balkansky**AYES:** Cain, Bratt, Balkansky, Kulick, Lysaught, Usowski, Vite, Wolfson**NOT PRESENT:** Plier

Respectfully Submitted,

*Ren Schlereth**Administrative Assistant*



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Office of the City Administrator

PUBLIC WELFARE COMMITTEE

Tuesday, July 9, 2024

5:45 PM

Lower Conference Room

Minutes

1) Call to Order, Roll Call

Present:

Chair Dale Mayr

Alderman Brian Parrish

Alderman Gregg Bach -- **Absent**

Also Present: Assistant City Administrator Schoenemann and Executive Assistant Enea

2) Approval of Meeting Minutes

a. June Minutes

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

MOVED BY: Alderman Parrish

SECONDED BY: Alderman Mayr

AYES: Mayr, Parrish

ABSENT: Bach

3) Discussion Items

a. Vendor Selection for Community Survey

Executive Assistant Enea provided an overview of the materials included in the packet which included the proposals from the three vendors, Magellan Strategies, Polco, and ETC Institute, and an updated matrix. Ms. Enea also shared the two positive reference checks that she received for ETC Institute and Polco per Alderman Bach's request. Both cities chose their respective survey companies because they valued having a statistically significant sample and were seeking to use benchmark questions that compared their city's performance to other cities. One of the cities opened the questioning to other residents outside of the statistical sample and another city did not because they were concerned with "ballot box stuffing." The city that did open the survey to other residents found those results to be similar to the statistical sample results.

Attachment: PW Minutes 070924 (9591 : PW July Meeting Minutes)

The Committee had a brief discussion about the vendors, how the survey was previously not intended to be a baseline for future surveys, and how the quantity of survey responses received does not necessarily make it more significant. The Committee did feel that residents should continue to be questioned about development in the community and the desired City population. The Committee requested that staff ask ETC if they could mail a postcard with a QR code to those not in the statistical sample, summarize the findings of those taking the on-line survey, and if ETC could present the findings to the Council in-person. A price quote will be provided at the next meeting. Alderman Parrish moved to select ETC Institute with the above additions and Alderman Mayr seconded.

RESULT: **Approved as Amended [Unanimous]**

MOVED BY: Alderman Parrish

SECONDED BY: Alderman Mayr

AYES: Mayr, Parrish

ABSENT: Bach

4) Work Calendar

The Committee will review ETC Institute's price quote at the next meeting and review survey questions submitted by other Committees.

5) Adjourn

Alderman Mayr moved to adjourn at 6:15 P.M. and Alderman Parrish seconded.

Respectfully Submitted,

Carrie Enea
Executive Assistant



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Public Works Department

PUBLIC WORKS COMMITTEE

Tuesday, July 9, 2024

6:30 PM

South Conference Room

Minutes

1) Call to Order, Roll Call

Meeting called to order at 6:00 PM.

Present:

Chair Jeffrey Hansher
 Alderman Kelly Tolocko
 Alderman Peter Bratt

Also present: Deputy Director of Public Works Weyker, Administrative Assistant Schlereth and City Attorney Sajdak (6:34-6:41 PM)

2) Approval of Minutes

a. June 11, 2024, Minutes

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

MOVED BY: Alderman Tolocko

SECONDED BY: Alderman Bratt

AYES: Hansher, Tolocko, Bratt

3) Action Item

Discussion and Possible Action

Attachment: Public Works 7-9-24 (9629 : Public Works)

a. Invoice Waiver Request - Bill 8201

b.

RESULT: **Denied [0 to 3]**
MOVED BY: Alderman Bratt
SECONDED BY: Alderman Tolocko

NAYS: Hansher, Tolocko, Bratt

4) Discussion Items

1. Community Survey Topics - Public Works Committee
2. Public Works Work Plan (7.9.24)

5) Adjourn

a. Motion to Adjourn at 6:41 PM

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

AYES: Hansher, Tolocko, Bratt

Respectfully Submitted,

Ren Schlereth
Administrative Assistant

Attachment: Public Works 7-9-24 (9629 : Public Works)

7.k.a										
A	B	C	D	E	F	G	I	J	K	
1			CODE ENFORCEMENT SUMMARY SEPTEMBER 1, 2024							
2										
3	D		OWNER	VIOLATION TYPE/COMPLAINT	OTC	REQUIREMENT	COURT DATE	COMMENTS	ACTIVE	
4	DIST.	ADDRESS		YARD WASTE LEAVES AND BRANCHES	ISSUED	DATE		(see Key Column)	YES/NO	
5	PARCEL #		ABBAS OR FATIMA ALI		1/21/2022	6/1/2022		1	NO	
6	15105054000	10843 N PEBBLE LANE	JERRY KREITZ	PARKING	12/1/2021	12/15/2021		#5 CITATION 1.2	NO	
7	140341500100	6110-6112 W COUNTY LINE ROAD	JONATHAN SCHOTTE	PARKING	10/21/2021	11/4/2021		1	NO	
8	14030600500	13233 W MEQUON ROAD	RICK OR PATRICIA FREYMUTH	TEMPORARY STRUCTURE	10/22/2021	11/5/2021		1	NO	
9	140221000600	11512 N WALWATOSA ROAD	WILSON SCHOOL	ELECTRONIC MESSAGE SIGN ILLUMINATION	12/8/2021	12/17/2021		1	NO	
10	EXEMPT	110010 N BUNTRICK AVENUE		PARKING	ONGOING	ONGOING	NOT SET	#5 CIRCUIT COURT	YES	
11	141550010000	13760 N BONNIVELL COURT	ST PAULS FISH	BANNER/SIGNS	11/17/2021	11/20/2021		1	NO	
12	RENTAL	6200 W MEQUON ROAD	DAVID OR ELIZABETH SANDER	HOME BUSINESS	11/22/2021	12/5/2021		1	NO	
13	140820648000	2916 W SHOLDS DRIVE	MICHAEL OR SHELLEY OLSON	PARKING	11/22/2021	11/5/2021		1	NO	
14	141550011000	13702 N BONNIVELL COURT	SUPER STEEL LLC	BANNER/SIGNS	11/17/2021	11/20/2021		1	NO	
15	140270101200	10910 INDUSTRIAL DRIVE	NEARLY NEW CONSIGNMENT SHOP	BANNER	11/17/2021	11/20/2021		1	NO	
16	RENTAL	10042 N PORT WASHINGTON ROAD	CENTRAL BARK	BANNER/SIGNS	11/17/2021	11/20/2021		1	NO	
17	EXEMPT	11035 INDUSTRIAL DRIVE	CHRIST CHURCH	BANNER	11/17/2021	11/20/2021		1	NO	
18	140340500100	13460 N PORT WASHINGTON ROAD	MEQUON LAWN AND GARDEN	BANNER	11/17/2021	11/20/2021		1	NO	
19	4	6809 W DONGES BAY ROAD	KOHLER CREDIT UNION	FLAG	11/17/2021	11/20/2021		1	NO	
20	RENTAL	11357 N PORT WASHINGTON ROAD	MATHNASIUM	BANNER	11/17/2021	11/20/2021		1	NO	
21	150201001800	11322 N PORT WASHINGTON ROAD	SHELL GAS STATION	BANNER	11/17/2021	11/20/2021		1	NO	
22	RENTAL	10945 N PORT WASHINGTON ROAD	SPINE PAIN DIAGNOSTICS ASSOCIATES SUITE 101	BANNER	11/17/2021	11/20/2021		1	NO	
23	RENTAL	10930 N PORT WASHINGTON ROAD	SENDIKS	BANNER	11/17/2021	11/20/2021		1	NO	
24	RENTAL	10945 N PORT WASHINGTON ROAD	WISCONSIN RADIOLOGY SPECIALISTS	BANNER	11/17/2021	11/20/2021		1	NO	
25	RENTAL	10984 N PORT WASHINGTON ROAD	MARSHALLS	BANNER/SIGNS	11/17/2021	11/20/2021		1	NO	
26	RENTAL	10926 N PORT WASHINGTON ROAD	DERIAH BOUTIQUE	FLAG	11/17/2021	11/20/2021		1	NO	
27	RENTAL	10501 N PORT WASHINGTON ROAD	ALLSTATE INSURANCE	BANNER	11/17/2021	11/20/2021		1	NO	
28	RENTAL	10916 N PORT WASHINGTON ROAD	ELITE NUTRITION	BANNER	11/17/2021	11/20/2021		1	NO	
29	RENTAL	10916 N PORT WASHINGTON ROAD	MEQUON SMILE DESIGN	BANNER	11/17/2021	11/20/2021		1	NO	
30	RENTAL	11042 N PORT WASHINGTON ROAD	X GOLF MEQUON	FLAG	11/17/2021	11/20/2021		1	NO	
31	150290600200	11150 N PORT WASHINGTON ROAD	CULVERS	BANNER/SIGN	11/17/2021	11/20/2021		1	NO	
32	4	140270201000	ARTISSA APARTMENTS	BANNER/SIGN	11/17/2021	11/20/2021		1	NO	
33	RENTAL	10992 N PORT WASHINGTON ROAD	GREAT CLIPS	BANNER	11/17/2021	11/20/2021		1	NO	
34	RENTAL	6330 W SPUR ROAD	SPUR 16	FLAG	11/17/2021	11/20/2021		1	NO	
35	4	140500612000	THE COLOUR BOWL SALON AND WELLNESS	FLAG	11/17/2021	11/20/2021		1	NO	
36	RENTAL	5616 W DONGES BAY ROAD	LIBRY MONTANA	BANNER	11/17/2021	11/20/2021		1	NO	
37	150300600500	2635 W MEQUON ROAD	THE RANGE LINE INN	BANNER/SIGN	11/17/2021	11/20/2021		1	NO	
38	151300001000	1505 W MEQUON ROAD	EAST TOWNE SQUARE MAIL	FLAG	11/17/2021	11/20/2021		1	NO	
39	RENTAL	1339 W MEQUON ROAD	SOVEREIGN SELECT LLC	BANNER	11/17/2021	11/20/2021		1	NO	
40	RENTAL	7602 W MEQUON ROAD	IN BALANCE YOGA	BANNER	11/17/2021	11/20/2021		1	NO	
41	RENTAL	1340 W MEQUON ROAD	AC ZUKERMAN JEWELERS	BANNER	11/17/2021	11/20/2021		1	NO	
42	RENTAL	1302 W MEQUON ROAD	PANERA BREAD	BANNER/SIGNS	11/17/2021	11/20/2021		1	NO	
43	RENTAL	1424 W MEQUON ROAD	NORTH SHORE COMPUTER	BANNER	11/17/2021	11/20/2021		1	NO	
44	RENTAL	10930 N PORT WASHINGTON ROAD	KINDOM MATH AND READING	BANNER	11/17/2021	11/20/2021	4/6/2022	#5 CITATION 1	NO	
45	RENTAL	11525 N PORT WASHINGTON ROAD	FIDDLEHEADS COFFEE	BANNER/SIGNS	11/17/2021	11/20/2021	3/2/2022	#5 CITATION 1	NO	
46	RENTAL	11511 N PORT WASHINGTON ROAD	JIMMY LOHNS	BANNER/FLAGS	11/17/2021	11/20/2021	4/6/2022	#5 CITATION 1.2	NO	
47	RENTAL	10360 N CEDARBURG ROAD	KWIK TRIP	BANNER	11/23/2021	12/27/2021	4/6/2022	#5 CITATIONS 1,2,3	NO	
48	140500903002	10360 N CEDARBURG ROAD	TRASH/UTTER	BANNER/FLAGS	11/17/2021	11/20/2021	3/2/2022	#5 CITATIONS 1,2,3	NO	
49	140500903002	10360 N CEDARBURG ROAD	HOLD HOLDINGS	PUBLIC NUISANCE	4/14/2021	4/23/2021	4/6/2022	#5 CITATIONS 1,2,3	NO	
50	150291100900	9712 N MEQUON PLACE	TOUA YANG	PARKING	10/25/2021	11/5/2021	4/6/2022	#5 CITATIONS 1, 2,3,4, 5,6	NO	
51	1408401017000	11050 N RIVER ROAD	ROBERT STERN	OUTSIDE STORAGE	11/17/2021	11/24/2021		#5 CITATION 1	NO	
52	140250600600	10056 N CEDARBURG ROAD	WILLIAM WISHT	OUTSIDE STORAGE	ONGOING	ONGOING	NOT SET	#5 CIRCUIT COURT	YES	
53	4	1405011204000	LUSS	PARKING	ONGOING	ONGOING	NOT SET	#5 CIRCUIT COURT	YES	
54	140870805000	11715 N SILVER AVENUE	WILLIAM WISHT	OUTSIDE STORAGE	ONGOING	ONGOING	NOT SET	#5 CIRCUIT COURT	YES	
55	6	151000203000	12539 N ISLAND DRIVE	OUTSIDE STORAGE	2/25/2022	3/11/2022		1	NO	
56	151070412000	819 W SIERRA LANE	VANN FAMILY TRUST	PARKING	2/25/2022	3/11/2022		1	NO	
57	151070412000	819 W SIERRA LANE	VANN FAMILY TRUST	PARKING	2/25/2022	3/11/2022		1	NO	
58	2	140241201000	PAUL FREDERICK	OUTSIDE STORAGE	2/25/2022	3/11/2022		#5 CITATION 1	NO	
59	2	140241201000	PAUL FREDERICK	PARKING	2/25/2022	3/11/2022		1	NO	
60	1	140121200300	THOMAS LEWIS	OUTSIDE STORAGE	2/25/2022	3/11/2022		1	NO	
61	1	140121200300	THOMAS LEWIS	PARKING	2/25/2022	3/11/2022		1	NO	

A	B	C	D	E	F	G	I	J	K
82	1	14019.1500200	11206-11210 W MEOQUON ROAD	JORDON OR KRISTY LARSON	PARKING	2/25/2022	3/11/2022	1	NO
83	1	14019.1500200	11206-11210 W MEOQUON ROAD	JORDON OR KRISTY LARSON	OUTSIDE STORAGE	2/25/2022	3/11/2022	1	NO
84	1	14019.1500200	11206-11210 W MEOQUON ROAD	JORDON OR KRISTY LARSON	OUTSIDE MAINTENANCE	2/25/2022	5/30/2022	1	NO
85	2	140950607000	3033 W RENEVE COURT	IGOR OR MARGARITA LETKIN	PARKING	3/8/2022	3/22/2022	1	NO
86	6	15030800400	10841 N ORIOLE LANE	NICHOLAS OR LAURA MEYER	OUTSIDE STORAGE	3/14/2022	3/31/2022	1	NO
87	6	15030800400	10841 N ORIOLE LANE	NICHOLAS OR LAURA MEYER	GENERAL MAINTENANCE	3/14/2022	5/30/2022	1	NO
88	6	140550607000	2030 W SUNNYDALE LANE	DIANNE MCCLELLAN	PARKING	3/14/2022	3/31/2022	1	NO
89	6	140550607000	2030 W SUNNYDALE LANE	DIANNE MCCLELLAN	OUTSIDE STORAGE	3/14/2022	3/31/2022	1	NO
90	4	140271200400	6926 W DONGES BAY ROAD	GO RITEWAY	PARKING	3/17/2022	3/21/2022	1	NO
91	4	140271200400	6926 W DONGES BAY ROAD	GO RITEWAY	ADVERTISING FLAG	3/17/2022	3/21/2022	1	NO
92	4	140442050000	9812 W MEOQUON PLACE	LEWIS OR JEAN BIKVEL	OUTSIDE MAINTENANCE	3/23/2022	6/1/2022	1	NO
93	7	150950000022	3100 W COUNTRY CLUB DRIVE	NORTH SHORE COUNTRY CLUB	LANDSCAPING	3/23/2022	7/1/2022	1	NO
94	4	140550009001	1869/461 N 1/2 LOT 9 BLK 7 CEDARBURG ROAD	WILLIAM CONLEY	MAINTENANCE	3/24/2022	7/1/2022	1	NO
95	4	140270901200	10541-10601 N COMMERCE STREET	MEGAL DEVELOPMENT CORPORATION	BUSINESS OCCUPANCY PERMIT	3/31/2022	4/8/2022	1	NO
96	2	140240701200	11610 N RIVER ROAD	MARILYN MANKE	OUTSIDE STORAGE	4/6/2022	4/13/2022	1	NO
97	5	150200701100	11700 N PORT WASHINGTON ROAD	MARCUS NORTH SHORE CINEMA	LITTER	4/6/2022	4/13/2022	1	NO
98	5	150200701100	11616 N PORT WASHINGTON ROAD	ELITE HIGHLANDER MEOQUON INC	LITTER	4/6/2022	4/13/2022	1	NO
99	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 MCCONE	PARKING	4/21/2022	4/28/2022	1	NO
81	3	140892402000	11425 N VEGA AVE	DENNIS HERRERA	PARKING	4/21/2022	4/28/2022	1	NO
82	3	140210101000	11932 N VEGA AVE	JOHN OR STACEY MURRAY	PARKING	4/21/2022	4/28/2022	1	NO
83	3	141220004000	11912 N SOLAR AVE	JAMES MCNICHOIL	PARKING	4/21/2022	4/28/2022	1	NO
84	3	140870708000	11625 N VEGA AVE	ROBERT MACKEWICZ	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	140640509000	4808 W HAWAIIA DR	PAUL SCHUMACHER	HOOP HOUSE	4/21/2022	5/5/2022	1	NO
87	2	141180010000	12355 N WOODFIELD CT	JEFFREY OR SUSAN POWERNANTZ	OUTSIDE STORAGE	4/21/2022	4/29/2022	1	NO
88	3	140500102002	6714 W MEOQUON ROAD	MICHAEL OR TRACY TALONDE	OUTSIDE STORAGE	4/26/2022	5/13/2022	1	NO
89	7	150560205000	1425 W ZEDLER LANE	BROADCHORD HIGG	GARBAGE	5/10/2022	5/13/2022	1	NO
90	2	141180010000	12355 N WOODFIELD COURT	JEFFREY OR SUSAN POWERNANTZ	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	RENTAL	13800 N PORT WASHINGTON ROAD	UNITARIAN CHURCH	BANNER/FLAG	5/17/2022	5/21/2022	1	NO
93	3	RENTAL	6006 W MEOQUON ROAD	SPUR 16	BANNER/FLAG	5/17/2022	5/21/2022	1	NO
94	8	RENTAL	10900 N PORT WASHINGTON ROAD	THE FEED BAG	BANNER	5/17/2022	5/21/2022	1	NO
95	2	EXEMPT	3906 W MEOQUON ROAD	ST BONIFACE CHURCH	BANNER	5/17/2022	5/21/2022	1	NO
96	5	151001214000	1690 W DOROTHY PLACE	DAVID OR SHELLEY HAUGH	OUTSIDE MAINTENANCE	5/25/2022	6/18/2022	1	NO
97	5	151001214000	1690 W DOROTHY PLACE	DAVID OR SHELLEY HAUGH	OUTSIDE STORAGE	5/25/2022	7/1/2022	1	NO
98	3	140870504001	11733 N WALWATOSA ROAD	DELORES FILAHER	OUTSIDE STORAGE	5/25/2022	6/15/2022	1	NO
99	3	140870504001	11733 N WALWATOSA ROAD	DELORES FILAHER	OUTSIDE MAINTENANCE	6/7/2022	7/5/2022	1	NO
100	4	140941600200	BAEHN AND COUNTRY LINE/ NO ADDRESS	BILL FINE/COUNTRY LINE HOLDINGS	PARKING	6/13/2022	6/29/2022	1	NO
101	6	150570602000	1424 W ZEDLER LANE	ROSEMARY KOLLER	GRASS	6/15/2022	6/21/2022	1	NO
102	8	151070412000	819 SIERRA LANE	VANN FAMILY TRUST	GRASS	6/15/2022	6/21/2022	1	NO
103	7	141310006000	9853 N RANGE LINE ROAD	CYNTHIS COAKLEY	OUTSIDE STORAGE	6/15/2022	6/29/2022	1	NO
104	5	151030224001	12207 N EAST SHORELAND DRIVE	GABRIAN LIVING TRUST	PARKING	6/15/2022	6/29/2022	1	NO
105	5	151030224000	12207 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 GRIMMER OR SUZANNE PEPLINSKI	TURF GRASS	6/21/2022	6/28/2022	1	NO
109	6	150710405000	11433 N COUNTRY LANE	WILLIAM GENSIRICK	TEMPORARY STRUCTURE	6/21/2022	6/28/2022	1	NO
110	6	150710405000	11433 N COUNTRY LANE	WILLIAM GENSIRICK	PARKING	6/21/2022	6/28/2022	1	NO
111	6	150690108000	11320 N VALLEY DRIVE	JONATHAN SCHULTZ	PARKING	6/21/2022	6/28/2022	1	NO
112	7	140700083000	3327 BURGANDY COURT	LYNN VOIREBECK	PARKING	6/21/2022	6/28/2022	1	NO
113	6	150990701000	12345 N EAST SHORELAND DRIVE	ANDREW OR WENDY PETZOLD	OUTSIDE MAINTENANCE	6/23/2022	7/29/2022	1	NO
114	6	150990701000	12345 N EAST SHORELAND DRIVE	ANDREW OR WENDY PETZOLD	TURF GRASS	6/23/2022	7/14/2022	1	NO
115	5	150060901500	13804 N MARTIN WAY SUITE 2400	13804 N MARTIN WAY LLC	POOL FENCE	7/1/2022	7/29/2022	1	NO
116	5	150061503000	1508 W BOUNWELL ROAD	RAVI NARAYAN OR SOWMYA SUBRAMANIAN	POOL FENCE	8/11/2021	8/26/2022	1	NO
117	2	150911001000	2517 W CHESHNUT ROAD	TACIKI OR KERRY ALABI	PARKING	7/15/2022	7/22/2022	1	NO
118	4	140501305007	9807 N CEDARBURG ROAD	RYAN OR KATHERINE KAUTZER	TURF GRASS	7/14/2022	8/9/2022	1	NO
119	6	XXXXXXX	NORTH SHORE ESTATES	DEBRA NEWELL PRESIDENT	OUTSIDE STORAGE	5/16/2022	5/27/2022	1	NO
120	3	142010051000	10879 N WILDCAT WAY	AMBER SCHROEDER	FENCE	7/21/2022	8/4/2022	1	NO
121	3	140860205000	11413 N SOLAR AVENUE	DUANE OR JULIE WAGNER	PARKING	7/21/2022	7/29/2022	1	NO
122	8	RENTAL	10930 N PORT WASHINGTON ROAD	SANDIKS	BANNERS	7/21/2022	7/29/2022	1	NO

A	B	C	D	E	F	G	I	J	K
123	1	XXXXXXXXXX	HIGHLANDS LOT 8	KINGS WAY HOMES	OUTSIDE MAINTENANCE	7/23/2022	7/29/2022	1	NO
124	4	140270201500	8835 W MEQUON ROAD	RESERVE FRONT LOT	LANDSCAPING	7/24/2022	8/19/2022	1	NO
125	4	140270202000	6729 W MEQUON ROAD	STONYPOINT SENIOR LIVING	SIGNS	7/24/2022	8/19/2022	1	NO
126	7	150500000002	3100 W COUNTRY CLUB DRIVE	NORTH SHORE COUNTRY CLUB	LANDSCAPING	7/24/2022	10/5/2022	1	NO
127	8	XXXXXXXXXX	10950 N PORT WASHINGTON ROAD	MEQUON PAVILIONS	FLAGS	7/24/2022	7/29/2022	1	NO
128	2	140820210001	3015 W SHOLES DRIVE	THOMAS OR CAPTOLA BAGCHER	2 SHEDS	8/11/2022	9/11/2022	1	NO
129	5	151120203000	19897 N LAKE SHORE DRIVE	GREGORY OR NICOLE PATERSON	OUTDOOR STORAGE	8/11/2022	8/26/2022	1	NO
130	6	150300802300	2212 W SUNDALE LANE	AARON OR PETER KINNEY	POOL FENCE	8/11/2022	8/26/2022	1	NO
131	8	RENTAL	10808 N PORT WASHINGTON ROAD	NORTH SHORE BANK	BANNER	8/19/2022	8/25/2022	1	NO
132	6	RENTAL	1805 W MEQUON ROAD	EAST TOWNE SQUARE MALL	FLAGS	8/19/2022	8/25/2022	1	NO
133	6	RENTAL	1805 W MEQUON ROAD	FAYERS MEQUON	FLAGS	8/19/2022	8/25/2022	1	NO
134	6	RENTAL	1805 W MEQUON ROAD	THE LEMON TREE	FLAGS	8/19/2022	8/25/2022	1	NO
135	6	RENTAL	1515 W MEQUON ROAD	ZARLETTI MEQUON	FLAGS	8/19/2022	8/25/2022	1	NO
136	6	RENTAL	1330 W MEQUON ROAD	COCCOA TREE CONNECTIONARY	BANNER	8/19/2022	8/25/2022	1	NO
137	6	RENTAL	1402 W MEQUON ROAD	KUMON MATH AND READING	BANNER	8/19/2022	8/25/2022	1	NO
138	6	RENTAL	1650 W MEQUON ROAD	FIFTH MAN	A FRAME	8/19/2022	8/25/2022	1	NO
139	6	RENTAL	11036 N PORT WASHINGTON ROAD	PICARDY SHOE PARLOUR	BANNER	8/19/2022	8/25/2022	1	NO
140	4	140271601200	10433 N BAEHR ROAD	NORTH SHORE DANCE	SIGNS	7/7/2022	7/29/2022	#5 CITATION 1	NO
141	1	141440022001	7421 RIDGEVIEW DRIVE	YOUSSEF BERRADA	PLUMBING PERMIT	8/24/2022	9/7/2022	EXTENSION	YES
142	1	141440022001	7421 RIDGEVIEW DRIVE	YOUSSEF BERRADA	ELECTRIC PERMIT	8/24/2022	9/7/2022	EXTENSION	YES
143	1	141440022001	7421 RIDGEVIEW DRIVE	YOUSSEF BERRADA	BUILDING PERMIT	8/24/2022	9/7/2022	EXTENSION	YES
144	1	141440022001	7421 RIDGEVIEW DRIVE	YOUSSEF BERRADA	FIL PERMIT	8/24/2022	9/7/2022	EXTENSION	YES
145	1	141440022001	7421 RIDGEVIEW DRIVE	YOUSSEF BERRADA	SURVEY	8/24/2022	9/7/2022	EXTENSION	YES
146	7	150500116000	1828 W FIESTA LANE	CHARLES MAYER	GRASS	8/31/2022	9/8/2022	1	NO
147	7	140700145000	3631 W LEGRANDE BLVD	WILLIAM GRUBER	GRASS	9/6/2022	9/16/2022	1	NO
148	4	RENTAL	10801 N COMMERCE STREET	GOOD LAND PREMIUM FOODS PROVISIONS INC	HOME BUSINESS	9/6/2022	9/16/2022	1	NO
149	6	RENTAL	1339 W MEQUON ROAD	REMAX LAKEIDE	BUILDING AND SITE PLAN AMENDMENT	9/8/2022	9/16/2022	1	NO
150	5	151010106001	12860 N SHORELAND PARKWAY	NANCY TOLONKO	WALL SIGN	9/13/2022	10/26/2022	1	NO
151	5	150970019000	12948 N RIVER FOREST CIRCLE	JOHN OR JULIE HENNING	DECK	9/13/2022	12/14/2022	1	NO
152	5	150970019000	12948 N RIVER FOREST CIRCLE	JOHN OR JULIE HENNING	PARKING	9/13/2022	9/23/2022	1	NO
153	8	EXEMPT	10870 N WILDWOOD COURT	OZALKEE WASHINGTON COUNTY LAND TRUST	OUTSIDE MAINTENANCE	9/14/2022	10/14/2022	1	NO
154	3	RENTAL	7160 W DONGES BAY ROAD	WARREN BARNETT INTERIORS	CONDITIONAL USE GRANT	9/20/2022	10/4/2022	#5 CITATION 1	NO
155	6	150190400400	11743 N PORT WASHINGTON ROAD LOT 1	SHEL Y 2012 IRREVOCABLE TRUST	GRASS	9/22/2022	10/7/2022	1	NO
156	6	150190400500	11743 N PORT WASHINGTON ROAD LOT 2	SHEL Y 2012 IRREVOCABLE TRUST	GRASS	9/22/2022	10/7/2022	1	NO
157	6	150190400800	11743 N PORT WASHINGTON ROAD LOT 3	SHEL Y 2012 IRREVOCABLE TRUST	GRASS	9/22/2022	10/7/2022	1	NO
158	6	RENTAL	1550 W MEQUON ROAD	FIFTH MAN	MONUMENT SIGN	9/29/2022	10/13/2022	#5 CITATION 1,2,3	NO
159	8	150740120000	317 E CIRCLE ROAD	JEFFREY OR JENNIFER PARULSKI	PARKING	9/29/2022	10/13/2022	#5 CITATION 1	NO
160	4	140840300000	4904 W COUNTRY LINE ROAD	SHAWN OR RUTH ROBINSTEIN	SUMP PUMP	9/29/2022	10/7/2022	1	NO
161	6	RENTAL	11431 N PORT WASHINGTON ROAD SUITE 207	DAVALUY COSMETICS	CONDITIONAL USE GRANT	10/5/2022	11/14/2022	1	NO
162	6	RENTAL	11431 N PORT WASHINGTON ROAD SUITE 135	EMBRACE YOUR FACE	CONDITIONAL USE GRANT	10/5/2022	11/14/2022	1	NO
163	6	RENTAL	11431 N PORT WASHINGTON ROAD SUITE 101E	CEDAR CREEK MASSAGE	CONDITIONAL USE GRANT	10/5/2022	11/14/2022	1	NO
164	6	RENTAL	11431 N PORT WASHINGTON ROAD SUITE 106A	JANET MALONEN-ACUESTICS	CONDITIONAL USE GRANT	10/5/2022	11/14/2022	1	NO
165	6	RENTAL	11431 N PORT WASHINGTON ROAD SUITE 108	DRAGON FLY MEDITATION AND WELNESS	CONDITIONAL USE GRANT	10/5/2022	11/14/2022	1	NO
166	6	RENTAL	11431 N PORT WASHINGTON ROAD SUITE 101	THERPUTIC MASSAGE AND WELNESS CENTER	CONDITIONAL USE GRANT	10/5/2022	11/14/2022	1	NO
167	6	RENTAL	11431 N PORT WASHINGTON ROAD SUITE 212	WYNTER CO. BEAUTY	CONDITIONAL USE GRANT	10/5/2022	11/14/2022	1	NO
168	6	150300600800	2505 W MEQUON ROAD	NORTH SHORE DENTAL	BANNER	10/6/2022	10/13/2022	1	NO
169	3	RENTAL	7606 W MEQUON ROAD	HOMESTAD FAMILY DENTISTRY	BANNER	10/6/2022	10/13/2022	1	NO
170	6	150710405000	11433 N COUNTRY LANE	WILLIAM OR CAROL GENSBRICK	OUTSIDE STORAGE	10/6/2022	10/27/2022	1	NO
171	6	150710405000	11433 N COUNTRY LANE	WILLIAM OR CAROL GENSBRICK	OUTSIDE STORAGE	10/6/2022	11/10/2022	1	NO
172	6	150310010100	10355 N PORT WASHINGTON ROAD	CLARK GAS STATION	OUTSIDE MAINTENANCE	10/12/2022	11/12/2022	#5 CITATION 1	NO
173	1	140206000700	10505 W REESTADT ROAD	HERMAN OR SANDRA STERN	PARKING	10/19/2022	11/11/2022	1	NO
174	1	140171101100	10516 W REESTADT ROAD	JENNIFER JOHNSON OR JOSHUA COMFORT	PARKING	10/19/2022	11/11/2022	1	NO
175	4	140500400400	11155 N CEDARBURG ROAD	MEQUON AUTO TECH	WATER TO FACILITY	10/19/2022	11/25/2022	#5 CITATION 1	YES
176	5	150170800500	12531 N LAKESHORE DRIVE	STEVEN OR KIMBERLY BROWN	SHED PERMIT	10/19/2022	11/14/2022	1	NO
177	4	140271601200	10935 N BAEHR ROAD	NORTH SHORE DANCE STUDIO	MONUMENT SIGN	10/21/2022	11/30/2022	1	NO
178	4	RENTAL	11120 N BLUNT ROCK AVENUE	PRESTIGE AUTO SERVICE	PARKING COMMERCIAL	10/26/2022	11/27/2022	EXTENSION	YES
179	5	150920201000	11404 N PINEHURST CIRCLE	US BANK	GRASS	10/27/2022	11/4/2022	1	NO
180	5	150920201000	11404 N PINEHURST CIRCLE	US BANK	OUTSIDE MAINTENANCE	10/27/2022	11/27/2022	1	NO
181	8	151070112002	1027 W DONGES BAY	MARY JOHNSON	OUTSIDE MAINTENANCE	10/27/2022	11/27/2022	1	NO
182	6	151260105000	10451 N STRATFORD PLACE	STEFAN OR SARAH GENDELMAN	BUILDING PERMIT	10/28/2022	11/21/2022	1	NO
183	5	151200170000	11631 N LAKE SHORE DRIVE	BARBARA PRANE	OUTSIDE MAINTENANCE	11/19/2022	5/30/2022	#5 CITATION 1	YES

	A	B	C	D	E	F	G	I	J	K
1364	5	151220027000	11693 N LAKE SHORE DRIVE	BARBARA BRAFF	OUTSIDE STORAGE	1/19/2022	2/9/2022		#5 CITATION 1	YES
1385	1	14003000200	14015 N GEARBURG ROAD	WHITE RABBIT RESTAURANT	MONUMENT SIGNS	11/9/2022	11/29/2022		1	NO
1386	6	150191602200	1400 W MECUON ROAD	CONCORD 57 LLC	OUTSIDE MAINTENANCE	11/10/2022	12/2/2022		1	NO
1387	6	150191602300	1350 W MECUON ROAD	CONCORD 57 LLC	OUTSIDE MAINTENANCE	11/10/2022	12/2/2022		1	NO
1388	8	150920700200	10000 N PORT WASHINGTON ROAD	PARK AVENUE PLAZA OF MECUON	OUTSIDE MAINTENANCE	11/10/2022	12/2/2022		1	NO
1389	6	151850001000	1511 MARKET STREET	LAKEIDE DEVELOPMENT COMPANY	OUTSIDE MAINTENANCE	11/10/2022	12/2/2022		1	NO
1390	5	1502021101000	11300 N PORT WASHINGTON ROAD	(PNS) SCHMIDT MECUON LLC	OUTSIDE MAINTENANCE	11/15/2022	12/16/2022		EXTENSION NEW OWNER	YES
1391	7	140501400900	10015 N RIVER ROAD	JEFF OR BETH ASTEMORSKI	OUTSIDE STORAGE	11/17/2022	12/2/2022		1	NO
1392	4	140941100400	9716 N WAUWATOSA ROAD	ANDREW BERGMAN	PARKING	11/17/2022	12/2/2022		1	NO
1393	4	140941100400	9716 N WAUWATOSA ROAD	ANDREW BERGMAN	OUTSIDE STORAGE	11/17/2022	12/2/2022		1	NO
1394	4	14030500800	10146 N WAUWATOSA ROAD	ROBERT PETZOLD JR	PARKING	11/17/2022	12/2/2022		1	NO
1395	4	14030500800	10146 N WAUWATOSA ROAD	ROBERT PETZOLD JR	OUTSIDE STORAGE	11/17/2022	12/2/2022		1	NO
1396	1	140181300800	12091 N GRANVILLE ROAD	LINERWOOD FARMS	PARKING	11/17/2022	12/2/2022		1	NO
1397	1	140181300800	12091 N GRANVILLE ROAD	LINERWOOD FARMS	OUTSIDE STORAGE	11/17/2022	12/2/2022		1	NO
1398	8	RENTAL	10840 N PORT WASHINGTON ROAD	TOBIN JEWELERS	BAVNER	11/30/2022	12/8/2022		1	NO
1399	6	151530001000	1505 W MECUON ROAD	EAST TOWNE SQUARE MALL	BANNER/FLAGS	11/30/2022	12/8/2022		1	NO
1200	3	140860219000	11428 N VEGA AVENUE	MARK KRUGER	OUTSIDE STORAGE	12/6/2022	12/20/2022		1	NO
1201	3	140860219000	11428 N VEGA AVENUE	MARK KRUGER	PARKING	12/6/2022	12/20/2022		1	NO
1202	3	140860220000	7307 W WILLOWBROOK DRIVE	BREIMAN ALANISER	OUTSIDE STORAGE	12/6/2022	12/20/2022		1	NO
1203	6	150191500300	1336 W MECUON ROAD	REGINALD FLETCHER	OUTSIDE STORAGE	12/6/2022	12/20/2022		1	NO
1204	3	140881604000	11329 N MEADOWBROOK DRIVE	JEREMY GONZALES	PARKING	12/7/2022	12/14/2022		1	NO
1205	3	140881602000	11309 N MEADOWBROOK DRIVE	KIMBERLY SCDMORE OR KERRY HANSEN	PARKING	12/7/2022	12/14/2022		1	NO
1206	3	140872807000	11730 N RIDGEWAY AVENUE	DAVID WOZNIAK	PARKING	12/7/2022	12/14/2022		1	NO
1207	3	140881208000	11310 N MEADOWBROOK DRIVE	GREEN HILL PROPERTIES	PARKING	12/7/2022	12/14/2022		#5 CITATION 1,2	NO
1208	3	140871001000	11932 N SILVER AVENUE	DANIEL MUELLER	PARKING	12/7/2022	12/14/2022		1	NO
1209	4	140272021200	11030 N BLUNT ROCK AVENUE	SANG WOO NAM	PARKING	12/9/2022	12/16/2022		1	NO
1210	5	150830013001	13560 N LAKESHORE DRIVE	MICHAEL COLE	PARKING	12/13/2022	12/27/2022		1	NO
1211	2	150180600500	12750 N SHORELAND PARKWAY	GRANTT REMODDIES LLC	PARKING	12/14/2022	12/29/2022		#5 CITATION 1,	NO
1212	8	RENTAL	10038 N PORT WASHINGTON ROAD	MOMS ALTERATIONS	BANNER	12/22/2022	12/30/2022		#5 CITATION 1,	NO
1213	2	140140400100	12435 N RIVER ROAD	JOSEPH OR MELANIE DEYORIN	BUILDING PERMIT	12/22/2022	1/6/2023		#5 CITATION 1	NO
1214	1	141440022001	7421 RIDGEVIEW DRIVE	YOUSSEF BERKADA	ACCESSON STRUCTURE (2)	12/29/2022	1/27/2023		#5 CITATION 1	YES
1215	1	141440022001	7421 RIDGEVIEW DRIVE	YOUSSEF BERKADA	SURVEY	12/29/2022	1/19/2023		1	NO
1216	6	150600216000	10212 SUNNYCREST DRIVE	HFA III ACQUISITIONS LLC	PARKING	1/6/2023	1/27/2023		1	NO
1217	4	140340600900	7227 W DONGES BAY ROAD	ANTOINETTE JACKSON	PARKING	1/11/2023	1/27/2023		1	NO
1218	4	140340600900	7227 W DONGES BAY ROAD	ANTOINETTE JACKSON	OUTSIDE STORAGE	1/11/2023	1/27/2023		1	NO
1219	3	140510104000	11201 N SOLAR AVENUE	CHRISTOPHER BISLER	OUTSIDE MAINTENANCE	1/12/2023	1/19/2023		#5 CITATION #1	NO
1220	8	151790001000	10526 N PORT WASHINGTON ROAD	CONCORD 34 LLC	ELECTRIC	1/19/2023	2/17/2023		1	NO
1221	8	151790001000	10526 N PORT WASHINGTON ROAD	CONCORD 34 LLC	DUMPSTER DOORS	1/19/2023	4/15/2023		1	NO
1222	8	151790001000	10526 N PORT WASHINGTON ROAD	CONCORD 34 LLC	STORAGE CONTAINER	1/19/2023	2/17/2023		1	NO
1223	4	140300506000	11100 N GREEN BAY ROAD	EW DEVELOPMENT CORP	REFUSE	1/20/2023	2/9/2023		#5 CITATION 1	NO
1224	4	140500506000	11100 N GREEN BAY ROAD	EW DEVELOPMENT CORP	OUTSIDE MAINTENANCE	1/20/2023	5/1/2023		1	NO
1225	6	150190400400	11743 N PORT WASHINGTON ROAD	SHREY 2012 IRREVOCABLE TRUST	OUTSIDE MAINTENANCE	1/26/2023	2/7/2023		#5 CITATION 1,2	NO
1226	3	140510104000	11201 N SOLAR AVENUE	CHRISTOPHER BISLER	PARKING	2/2/2023	2/9/2023		1	NO
1227	6	151290001000	11001 N PORT WASHINGTON ROAD	ACE HARDWARE	COMMUNITY SPIRIT LETTER	2/9/2023	OPEN		1	NO
1228	6	1503000100700	1425 W MECUON ROAD	BMO HARRIS BANK	COMMUNITY SPIRIT LETTER	2/9/2023	OPEN		1	NO
1229	6	151290017000	1317 W TOWNE SQUARE ROAD	MECUON UNIT 17 LLC	COMMUNITY SPIRIT LETTER	2/9/2023	OPEN		1	NO
1230	8	151750010144	10144 N PORT WASHINGTON ROAD	SFR LLC	COMMUNITY SPIRIT LETTER	2/9/2023	OPEN		1	NO
1231	6	151710002000	10902 N PORT WASHINGTON ROAD	PL 10935 LLC	COMMUNITY SPIRIT LETTER	2/9/2023	OPEN		1	NO
1232	5	150200600100	1025 W GLEN OAKS LANE	GLEN OAKS DRIVE PARK LLC	COMMUNITY SPIRIT LETTER	2/9/2023	OPEN		1	NO
1233	3	140500202001	6200 W MECUON ROAD	ST PAUL'S FISH COMPANY	OUTSIDE STORAGE	2/14/2023	2/28/2023		1	NO
1234	4	140271600600	6130 W DONGES BAY ROAD	JMI LLC	OUTSIDE STORAGE	2/16/2023	3/10/2023		1	NO
1235	4	140261100700	10412 N BAEHR ROAD	MIHHA PROPERTIES LLC	COMMUNITY SPIRIT LETTER	2/16/2023	OPEN		1	NO
1236	4	RENTAL	5900 W MECUON ROAD	CAFE HOLLANDER	BANNER	2/21/2023	2/28/2023		1	NO
1237	6	1510001310000	12510 N PILOT DRIVE	JEAN GORSKI	OUTSIDE MAINTENANCE	2/22/2023	5/31/2023		1	NO
1238	1	141440022001	7421 RIDGEVIEW DRIVE	YOUSSEF BERKADA	BUILDING PERMIT	2/27/2023	3/8/2023		EXTENSION	YES
1239	3	140892302000	11433 N TOWER LANE	JULIS OR ALICE HOLDEN	SUMP PUMP	2/28/2023	3/14/2023		1	NO
1240	1	140121101200	10545 W HEATHER DRIVE	STEPHANIE WELDON	BUILDING PERMIT	3/1/2023	3/14/2023		1	NO
1241	6	150291100700	10510 N PORT WASHINGTON ROAD	PEIU	HAAC AND ELECTRIC PERMITS	3/7/2023	4/7/2023		1	NO
1242	2	140130600300	12602 N RIVER ROAD	GARY OR JUNE GEISER	BASKETBALL COURT	3/6/2023	5/31/2023		1	NO
1243	8	150291100200	10404 N PORT WASHINGTON ROAD	FERRANTES PIZZA	OUTSIDE MAINTENANCE	3/16/2023	7/29/2023		1	NO
1244	8	RENTAL	10972 N PORT WASHINGTON ROAD	THE JOINT CHIROPRATIC	SIGN	3/16/2023	3/23/2023		1	NO

	A	B	C	D	E	F	G	I	J	K
245	8	RENTAL	10916 N PORT WASHINGTON ROAD	ELITE NUTRITION		3/16/2023	3/23/2023		1	NO
246	8	RENTAL	10902 N PORT WASHINGTON ROAD	NEROL SALON	SIGN	3/16/2023	3/23/2023		1	NO
247	8	151060224000	429 W THORNAPPLE LANE	FRANK TRUST	PARKING	4/4/2023	4/11/2023		1	NO
248	8	RENTAL	10984 N PORT WASHINGTON ROAD	MARSHALLS MEQUON	COMMUNITY SPIRIT LETTER	4/10/2023	OPEN		1	NO
249	8	RENTAL	10964 N PORT WASHINGTON ROAD	PET SUPPLIES PLUS MEQUON	COMMUNITY SPIRIT LETTER	4/10/2023	OPEN		1	NO
250	8	RENTAL	10930 N PORT WASHINGTON ROAD	SENDS MARKET MEQUON	COMMUNITY SPIRIT LETTER	4/10/2023	OPEN		1	NO
251	8	150290601000	10990 N PORT WASHINGTON ROAD	BRIMMON MEQUON	COMMUNITY SPIRIT LETTER	4/10/2023	OPEN		1	NO
252	4	140710027000	4807 W ELMDALE ROAD	OLEG KONOVCHKO	PARKING	4/18/2023	5/13/2023		1	NO
253	6	151230502000	12010 N RIVER GLEN LANE	KENNETH R NASON OR LESLEY A SCHWARTZ-NASON	OUTSIDE STORAGE	4/18/2023	4/26/2023		1	NO
254	4	140509050004	10240 N CEDARBURG ROAD	STEARIS	OUTSIDE MAINTENANCE	4/26/2023	5/15/2023		1	NO
255	4	140501001000	10965 N CEDARBURG ROAD	TAYLOR AND DUNNS	OUTSIDE MAINTENANCE	4/26/2023	6/1/2023		1	NO
256	2	140950404000	3403 W COLETTE COURT	PAWEŁ WYDRA	OUTSIDE STORAGE	5/1/2023	5/15/2023		#5 CITATION 1	NO
257	8	150291100550	10500 N PORT WASHINGTON ROAD	LISA HOLDEN	PARKING	5/10/2023	OPEN		#5 CITATION 1	NO
258	1	140306003500	12923 W MEQUON ROAD	JONATHAN SCHOTTE	PARKING	5/12/2023	5/19/2023		1	NO
259	8	150320603200	10953 N PORT WASHINGTON ROAD	SOBELMAN'S 10952 LLC	OUTSIDE MAINTENANCE	5/12/2023	EXTENSION		#5 CITATION 1,2,3	YES
260	7	140250600080	11152 N RIVER ROAD	STROLL REAL ESTATE LLC	OUTSIDE MAINTENANCE	5/12/2023	5/22/2023		1	NO
261	1	140300500400	11805-11807 W MEQUON ROAD	MAE BRIELMAIER	PARKING	5/16/2023	5/26/2023		1	NO
262	1	140300500400	11805-11807 W MEQUON ROAD	MAE BRIELMAIER	OUTSIDE STORAGE	5/16/2023	6/2/2023		1	NO
263	2	1402304000100	11761 N RIVER ROAD	EVAN OR SANDRA MORGAN	OUTSIDE LIGHTING	5/23/2023	6/2/2023		#5 CITATION	NO
264	5	150170800500	12551 N LAKE SHORE DRIVE	STEVEN OR KIMBERLY BROWN	GARBAGE	5/23/2023	5/30/2023		1	NO
265	5	150170200200	12790 N LAKE SHORE DRIVE	FREDRICK REED	GARBAGE	5/23/2023	5/30/2023		1	NO
266	7	140250700700	109062 N RIVER ROAD	JEFFREY OR JAMY LEBESQUE	SLURP PUMP	5/24/2023	6/2/2023		1	NO
267	2	140240200500	11808 N RIVERLAND ROAD	BORIS PERWITIN	OUTSIDE STORAGE	6/8/2023	7/7/2023		1	NO
268	4	140501304006	9899 N ARROWWOOD ROAD	THOMAS OR MARY CONNOLLY	PARKING	6/8/2023	6/23/2023		1	NO
269	2	140820648000	2916 W SHOLES DRIVE	DAVID OR ELIZABETH SANDE	PARKING	6/8/2023	6/16/2023		1	NO
270	2	140820214000	2911 W SHOLES DRIVE	JOHN OR BARBARA MUGREW	PARKING	6/8/2023	6/16/2023		1	NO
271	2	140820101000	11855 N AUBER LANE	JAMES OR JOANNE GUTHRIE PETERSON	PARKING	6/8/2023	6/16/2023		1	NO
272	3	141200027000	11909 N SOLAR AVENUE	BRANDON OR SARAH ZELAZOSKI	PARKING	6/8/2023	6/16/2023		1	NO
273	2	141160018000	9134 W WOODFIELD DRIVE	SCOTT EDISON	GRASS	6/8/2023	6/16/2023		1	NO
274	7	140700145000	3551 W LE GRANDE BLVD	LAC DU GRUBER LLC	OUTSIDE MAINTENANCE	6/8/2023	6/26/2023		1	NO
275	7	150560205000	1425 W ZEDLER LANE	BRADCHORD HOG	GRASS	6/19/2023	6/26/2023		1	NO
276	5	150531400200	13920 N LAKE SHORE DRIVE	RAFAEL OR IRENE BRUNETTE	OUTSIDE STORAGE	6/21/2023	7/12/2023		1	NO
277	1	RENTAL	14015 N CEDARBURG ROAD	THE WHITE RABBIT	CONDITIONAL USE GRANT	6/21/2023	6/29/2023		1	NO
278	6	RENTAL	1402 W MEQUON ROAD	KUMON MATH AND READING	BANNER	6/23/2023	7/1/2023		1	NO
279	6	RENTAL	1340 W MEQUON ROAD	NORTH SHORE JEWELERS	BANNER	6/23/2023	7/1/2023		1	NO
280	6	RENTAL	1406 W MEQUON ROAD	LITTLE SPROUTS PLAY CAFE	BANNER	6/28/2023	7/1/2023		1	NO
281	6	RENTAL	1330 W MEQUON ROAD	COCOA TREE CONNECTIONARY	BANNER	6/28/2023	7/1/2023		1	NO
282	6	RENTAL	1300 W MEQUON ROAD	PANERA BREAD	BANNER	6/28/2023	7/1/2023		1	NO
283	4	140560305000	5103 W WESTFIELD ROAD	DAVID KRIEDEL	OUTSIDE STORAGE	6/29/2023	7/6/2023		1	NO
284	4	140560305000	5103 W WESTFIELD ROAD	DAVID KRIEDEL	PARKING	6/29/2023	7/6/2023		1	NO
285	4	140840205000	5612 N MEQUON PLACE	JUSTIN BIRKEL	OUTSIDE STORAGE	6/29/2023	7/6/2023		1	NO
286	4	140840205000	5612 N MEQUON PLACE	JUSTIN BIRKEL	GRASS	6/29/2023	7/6/2023		1	NO
287	6	150900303000	11541 N LAGUNA DRIVE	IMA PETROVICI	PARKING	7/6/2023	7/20/2023		1	NO
288	6	140771401000	2716 W CHESTNUT ROAD	HOWARD DUBOFF	PERMITS	7/19/2023	8/20/2023		1	NO
289	6	150830002000	13418 LAKEWOOD DRIVE	SAMUAL OR NINA KIRK	OUTSIDE MAINTENANCE	8/4/2023	9/4/2023		1	NO
290	6	150200200700	325 SEACROFT COURT	DANIEL DOMAGALA	PARKING	8/4/2023	8/11/2023		#5 CITATION 1	NO
291	8	150540506000	10903 N SAN MARINO DRIVE	KANSTEN OR KELLY HUEGELMAIER	OUTSIDE MAINTENANCE	8/4/2023	8/18/2023		1	NO
292	4	140710007000	4707 W ELMDALE ROAD	MAŁACHY TOAL	OUTSIDE MAINTENANCE	8/4/2023	8/18/2023		1	NO
293	5	150180603500	12750 N SHORELAND PARKWAY	GRANTT REMODELS LLC	GRASS	8/9/2023	8/19/2023		1	NO
294	8	151060024000	429 W THORNAPPLE LANE	FRANK TRUST	OUTSIDE STORAGE	8/9/2023	8/19/2023		1	NO
295	7	140250901000	11006 N RIVER ROAD	JUAN OR DANA OZCOCO	PARKING	8/23/2023	9/1/2023		1	NO
296	1	140300100700	11031 N GRANVILLE ROAD	MIROSLAW OR WOLNA PAVELEC	HOME OCCUPATION BUSINESS	8/23/2023	9/1/2023		1	NO
297	8	150320603200	10352 N PORT WASHINGTON ROAD	GUZMAN PROPERTIES LLC	COMMUNITY SPIRIT LETTER	8/31/2023	10/1/2023		1	NO
298	4	140501305007	9807 N CEDARBURG ROAD	RYAN OR KATHERINE KAUTZER	GRASS	9/1/2023	9/14/2023		1	NO
299	4	140501001000	10965 N CEDARBURG ROAD	10965 LLC	OUTSIDE STORAGE	9/1/2023	9/14/2023		1	NO
300	7	140501030000	4423 W TARRANT LANE	THOMAS OR RUBY AHMANN	PARKING	9/1/2023	9/14/2023		1	NO
301	6	150300200600	11122 N CROLE LANE	NICOLAS EIDMANN	GRASS	9/1/2023	9/14/2023		1	NO
302	4	140501305006	9803 N CEDARBURG ROAD	RONNWEIL 9807 LLC	SHED PERMIT	9/6/2023	9/20/2023		1	NO
303	6	CONDO ASSN	IW COURT GREENER CONDO ASSN	HUNT MANAGEMENT	COMMUNITY SPIRIT LETTER	10/5/2023	OPEN		1	YES
304	2	140230400100	11761 N RIVER ROAD	SANDBA MORGAN	LIGHTING	10/25/2023	11/1/2023		#5 CITATION 1,2,3	NO
305	3	140500108001	6614 W MEQUON ROAD	ERIKA JANIK	LIGHTING	10/25/2023	11/1/2023		1	NO

A	B	C	D	E	F	G	I	J	K
306	150850000002	3100 W.COUNTRY CLUB DRIVE	NORTH SHORE COUNTRY CLUB	COMMUNITY SPIRIT LETTER	10/25/2024	OPEN		1	NO
307	1503000101500	11147 N PORT WASHINGTON ROAD	BP GAS STATION	COMMUNITY SPIRIT LETTER	11/2/2023	OPEN		1	NO
308	1502010101200	11210 N PORT WASHINGTON ROAD	MOBIL GAS STATION	COMMUNITY SPIRIT LETTER	11/2/2023	OPEN		1	NO
309	1503100101100	10555 N PORT WASHINGTON ROAD	CLARK GAS STATION	COMMUNITY SPIRIT LETTER	11/2/2023	OPEN		EXTENSION	NO
310	RENTAL	6000 W MEQUON ROAD	RUBY TAP	LETTER WINE TASTING	11/15/2023	OPEN		1	NO
311	140021200100	5320 W BONINWELL ROAD	PETER OR KRISTA BEAUDOIN	LETTER WINE TASTING	11/15/2023	OPEN		1	NO
312	140881618000	11344 N ELENWOOD DRIVE	DEXTER OR CYNTHIA JONES	OUTDOOR LIGHTING	11/16/2023	11/29/2023		1	NO
313	RENTAL	1400 W MEQUON ROAD	GF SMOOCHIES ALAN MC FADYEN	BANNER	5/1/2023	11/29/2023		#5 CITATION 1,2,3	YES
314	1501916009800	1550 W MEQUON ROAD	FIFTH MAIN	BANNER	11/29/2023	12/1/2023		1	NO
315	1509202010000	11404 N PINEHURST CIRCLE	EMMA JASKOWSKI	OUTSIDE MAINTENANCE	11/29/2023	5/1/2024		1	NO
316	1407401010000	5310 W HILLCREST DRIVE	PATRICK CHARE	GLASS	11/29/2023	12/10/2023		1	NO
317	1407401010000	5310 W HILLCREST DRIVE	PATRICK CHARE	OUTSIDE STORAGE	11/29/2023	12/10/2023		1	NO
318	1402202010600	6751 W MEQUON ROAD	STONYPOINT SENIOR LIVING	FLAG	12/7/2023	12/14/2023		1	NO
319	150300101500	11147 N PORT WASHINGTON ROAD	BP GAS STATION	FLAG	12/7/2023	12/14/2023		#5 CITATION 1	YES
320	RENTAL	6200 W MEQUON ROAD	ST PAULS FISH COMPANY	FLAG	12/7/2023	12/14/2023		1	NO
321	RENTAL	10911 N PORT WASHINGTON ROAD	ABBS	FLAG	12/7/2023	12/14/2023		1	NO
322	RENTAL	10930 N PORT WASHINGTON ROAD	JERSEY MIKES SUBS	FLAG/BANNER	12/7/2023	12/14/2023		1	NO
323	151530002000	1505 W MEQUON ROAD	MIDLAND MANAGEMENT	FLAG/BANNER	12/7/2023	12/14/2023		#5 CITATION 1	YES
324	RENTAL	5900 W MEQUON ROAD	CAFE HOLLANDER	BANNER	12/7/2023	12/14/2023		1	NO
325	1402015009800	11246 N FARMDALE ROAD	DENNIS OR MARIE MYLER	PARKING	12/7/2023	12/14/2023		1	NO
326	1401709015000	12243 N FARMDALE ROAD	GREGORY OR SUSAN ERNST	PARKING	12/7/2023	12/14/2023		1	NO
327	14020207009800	11713 N FARMDALE ROAD	PAUL OR MARY BIRSKI	PARKING	12/7/2023	12/14/2023		1	NO
328	1501912001000	2110 W MEQUON ROAD	DOUGLAS KOLLER	PARKING	12/7/2023	12/14/2023		1	NO
329	1402210008600	11512 N WALWATOSA ROAD	RICK OR PATRICIA FREYMUH	PARKING	12/7/2023	12/14/2023		#5 CITATION 1	YES
330	150300113000	11336 N ARBOR LANE	JOSHUA BRUCKNER	PARKING	12/7/2023	12/14/2023		1	NO
331	1503206002000	10852 N PORTWASHINGTON ROAD	GUZAM PROPERTIES LLC	OUTSIDE MAINTENANCE	12/11/2023	2/29/2024		#5 CITATION 1, 2, 3	YES
332	1507601050000	221 E MEQUON ROAD	CHARLES MITCH	BUILDING PERMIT	12/21/2023	1/15/2024		1	NO
333	1507601070000	11115 N LAKESHORE DRIVE	NICOLAS PASCHKE	BUILDING PERMIT	12/21/2023	1/15/2024		1	NO
334	150202014000	428 W SEACROFT COURT	JOHN LINSKOTT	POD	12/29/2023	1/10/2024		#5 CITATION 1	YES
335	1501305000600	1714 W MEQUON ROAD	JOE WALTER PROPERTIES LLC	LANDSCAPING TREE	1/5/2024	1/13/2024		1	NO
336	1408401070000	9712 N MEQUON PLACE	TOUA YANG	OUTSIDE STORAGE	1/5/2024	1/13/2024		1	NO
337	1410903080000	9999 N CONCORD DRIVE	PAUL DOMAZ	PARKING	1/5/2024	1/19/2024		1	NO
338	1407300100000	11389 N PARKVIEW DRIVE	PLANTINIUM POINT PROPERTIES LLC	OUTSIDE LIGHTING	1/11/2024	1/25/2024		1	NO
339	1407403010000	5520 W PLEASANT DRIVE	PHILIP RUECK	OUTSIDE LIGHTING	1/11/2024	1/25/2024		1	NO
340	1416400010000	14195 N TWIN OAKS LAKE	EMD THOTMAN ANYANWU	BUILDING PERMIT	10/6/2023	10/29/2023		#5 CITATION 1	YES
341	1409402150000	3217 W FLEUR DE LIS DRIVE	ADEEB OR SIBA RAHMAN	STRUCTURE	1/31/2024	2/7/2024		1	NO
342	1404402150000	3217 W FLEUR DE LIS DRIVE	ADEEB OR SIBA RAHMAN	PARKING	1/31/2024	2/7/2024		1	NO
343	1402307007000	10962 N RIVER ROAD	JEFFREY OR JAWY LEVESQUE	PARKING	2/13/2024	27-Feb		1	NO
344	RENTAL	1402 W MEQUON ROAD	KUMON MATH AND READING	BANNER	2/20/2024	2/27/2024		#5 CITATION 1	YES
345	1501916003800	1550 W MEQUON ROAD	FIFTH MAIN	BANNER	2/20/2024	2/27/2024		1	NO
346	1513400250000	211 W TRILLIUM ROAD	SCOTT OR SANDRA STERN	OUTSIDE STORAGE	2/22/2024	3/1/2024		1	NO
347	1408708050000	11750 N SILVER AVENUE	LUESSE LLC - JESSE HICIE	OUTSIDE MAINTENANCE	2/27/2024	3/14/2024		EXTENSION	YES
348	1501708005600	12351 N LAKE SHORE DRIVE	STEVEN BROWN	REFUSE CONTAINER	3/7/2024	3/12/2024		1	NO
349	1402806002000	8813 W MEQUON ROAD	TOLUOPE OLANDINI OR VICTORIA HANNEMAN	OUTSIDE STORAGE	3/22/2024	4/5/2024		1	NO
350	1402806010000	4618 W GRACE AVENUE	GAIL SRIE	BUILDING PERMITS	3/22/2024	4/5/2024		1	NO
351	1510701120002	1027 W DONGES BAY ROAD	MARY JOHNSON	OUTSIDE MAINTENANCE	4/7/2024	4/30/2024		EXTENSION	YES
352	1402316003000	11307 N RIVER ROAD	JOHN OR KATHLEEN LIEBERER NELSON	OUTSIDE STORAGE	4/18/2024	4/29/2024		EXTENSION	YES
353	1402316003000	11307 N RIVER ROAD	JOHN OR KATHLEEN LIEBERER NELSON	OUTSIDE MAINTENANCE	4/18/2024	5/18/2024		1	NO
354	1402407012000	11610 N RIVER ROAD	MANTLIN MAKE	OUTSIDE MAINTENANCE	4/18/2024	5/18/2024		EXTENSION	YES
355	1402407014000	11611 N GRACE COURT	MARY JO JANSSEN OR STEVEN SHARSON	OUTSIDE MAINTENANCE	4/18/2024	5/18/2024		EXTENSION	YES
356	1502906001000	10980 N PORT WASHINGTON ROAD	BRIKIMOR GROUP	OUTSIDE MAINTENANCE	4/25/2024	5/31/2024		EXTENSION	YES
357	XXXXXXX	224 N 70TH STREET	BRIARWOOD CONDO ASSOCIATION	OUTSIDE MAINTENANCE	5/3/2024	6/3/2024		EXTENSION	YES
358	1503101010100	10355 N PORT WASHINGTON ROAD	CLARK GAS STATION	TEMPORARY STRUCTURE	5/3/2024	5/31/2024		1	NO
359	1502010101200	11210 N PORT WASHINGTON ROAD	MOBIL GAS STATION	TEMPORARY STRUCTURE	5/3/2024	5/31/2024		1	NO
360	1503001015000	11147 N PORT WASHINGTON ROAD	BP GAS STATION	TEMPORARY STRUCTURE	5/3/2024	5/31/2024		1	NO
361	RENTAL	5401 W DONGES BAY ROAD	ALMO DISTRIBUTING	BOP	5/7/2024	5/21/2024		1	NO
362	1501915006600	1714 W MEQUON ROAD	STATE FARM INSURANCE	MONUMENT SIGN	5/7/2024	5/31/2024		1	NO
363	XXXXXXX	10033 N PORT WASHINGTON ROAD	LAKEIDE DEVELOPMENT COMPANY	DEVELOPMENT SIGN	5/8/2024	5/17/2024		1	NO
364	1409402040000	4725 W CHIPPEWA DRIVE	BRIAN OR JENNIFER KUSCH	VAHD WASTE	5/8/2024	5/15/2024		EXTENSION	YES
365	1407403040000	5417 W ELINDUST DRIVE	STARK REVOCABLE TRUST	PARKING	5/8/2024	5/22/2024		1	NO
366	1501916014000	11223 N PORT WASHINGTON ROAD	ASSOCIATED BANK	COMMERCIAL LIGHTING	5/15/2024	5/22/2024		1	NO

A		B	C	D	E	F	G	I	J	K
397	3	140510104000	11201 N SOLAR AVENUE	CHRISTOPHER BESLER	PARKING	5/17/2024	5/24/2024		#5 CITATION 1	YES
398	2	140580205000	4430 W GRACE AVENUE	HOMEWE LLC	GRASS	5/17/2024	5/24/2024		1	NO
399	2	140580205000	4430 W GRACE AVENUE	HOMEWE LLC	OUTSIDE STORAGE	5/17/2024	6/7/2024		#5 CITATION 1	YES
370	8	150740114000	10522 N CIRCLE ROAD	MDM 20 LLC	SHORT TERM RENTAL	5/22/2024	6/5/2024		#5 CITATION 1	NO
371	6	150870104000	1442 HOMESTEAD TRAIL	GRACEFUL LIVING	BUILDING PERMIT	5/31/2024	5/13/2024		#5 CITATION 1	YES
372	3	140510103000	7816 W MEQUON ROAD	JOHN MOORE	PARKING	5/23/2024	6/6/2024		#5 CITATION 1	YES
373	3	140510103000	7816 W MEQUON ROAD	JOHN MOORE	OUTSIDE STORAGE	5/23/2024	6/6/2024		1	NO
374	3	RENTAL	11215 N CEDARBURG ROAD	ELEMENTS MASSAGE	WINDOW SIGNS/DISPLAY	6/1/2024	7/1/2024		1	NO
375	3	RENTAL	11235 N CEDARBURG ROAD	MITCH'S SPORTS CARDS	WINDOW SIGNS/DISPLAY	6/1/2024	8/1/2024		1	NO
376	3	RENTAL	6048 W MEQUON ROAD	FORWARD DENTAL	AWNINGS	6/1/2024	8/1/2024		EXTENSION	YES
377	2	140510103000	11611 N WILDBERRY DRIVE	RICHARD OR LISA SADIQ	GRASS	6/7/2024	6/14/2024		1	NO
378	2	140510103000	11611 N WILDBERRY DRIVE	RICHARD OR LISA SADIQ	PARKING	6/7/2024	6/21/2024		1	NO
379	8	150760107000	11115 N LAKESHORE DRIVE	NICHOLAS PASCHÉ	OUTSIDE STORAGE	6/11/2024	6/21/2024		1	NO
380	4	140670030000	9914 W HUNTINGTON DRIVE	KENWOOD OR KRISTIE DAYTON	PARKING	6/21/2024	6/28/2024		1	NO
381	5	150800110000	11216 N PALMIRE VIEW DRIVE	HUBBEN OR MALORY JOHNSON	GRASS	6/21/2024	6/28/2024		1	NO
382	8	150760707000	11082 N HIGHVIEW DRIVE	LOCH PROPERTY MANAGEMENT LLC	BUILDING PERMIT	6/1/2024	7/1/2024		#5 CITATION 1	YES
383	2	150760707000	3800 W MARSHELLES DRIVE	JOSEPH OR ERIN STANTON	SHORT TERM RENTAL	7/1/2024	7/15/2024		1	NO
384	2	140240700700	4105 W GRACE AVENUE	JILL BOULIER-SWITH	GRASS	7/18/2024	7/25/2024			YES
385	1	141260017000	10510 N COUNCIL HILLS DRIVE	SAMUAI OR DANIELLE BRANSTEDT	OUTSIDE MAINTENANCE	7/18/2024	7/24/2024		EXTENSION	YES
386	4	140270101600	12422 N MADEIRO DRIVE	BRIAN OR JANET FUSSELL	GRASS	7/24/2024	8/24/2024		EXTENSION	YES
387	4	140270101600	11035 N WESTON DRIVE	CENTRAL BARK	SIGNS	7/31/2024	8/7/2024		1	NO
388	4	140270101600	6503 W INDUSTRIAL DRIVE	SINDER MOLO	SIGNS	7/31/2024	8/7/2024		1	NO
389	4	150191500600	10910 N WESTON DRIVE	SUPER STEEL LLC	SIGNS	7/31/2024	8/7/2024		EXTENSION	YES
390	6	150650408000	11841 N COUNTRY LANE	WILLIAM OR SANDRA REEDUS	OUTSIDE MAINTENANCE AND PARKING	7/31/2024	8/31/2024			YES
391	8	150920700300	10036 N PORT WASHINGTON ROAD	RABINDRA OR SUSHILA SHARMA	GRASS/WEEDS	8/9/2024	8/23/2024		EXTENSION	YES
392	4	140501017003	5201-5401 W DONGES BAY ROAD	IP - WESTMORE REALTY CAPITAL LLC	LOUD NOISE PROHIBITED	4/1/2024	8/1/2024		#5 CITATION 1	YES
393	8	150320700300	10036 N PORT WASHINGTON ROAD	RABINDRA OR SUSHILA SHARMA	GRASS	8/12/2024	8/30/2024		EXTENSION	YES
394	8	150291000500	1101 W WINESAP COURT	APPLE ORCHARD / BREEK MANAGEMENT	GENERAL MAINTENANCE	8/12/2024	8/28/2024			YES
395	6	151650004000	10100 N PORT WASHINGTON ROAD	CHARLES DAY	GENERAL MAINTENANCE	8/13/2024	8/30/2024			YES
396	8	RENTAL	10930 N PORT WASHINGTON ROAD	BRIXMOR GROUP	BANNERS, SIGNS, WINDOW COVERINGS, A FRAME	8/13/2024	8/16/2024		1	YES
397	4	140270101000	6213 W MEQUON ROAD	WELLS AND SONS INC	POLITICAL SIGN	8/13/2024	8/16/2024		1	NO
398	6	150900200400	1813 W MEQUON ROAD	JOHN OR GEORGINA KESSELMAN	POLITICAL SIGN	8/13/2024	8/16/2024		1	NO
399	6	150900201100	1737 W MEQUON ROAD	DAVID MAJELLER	POLITICAL SIGN	8/13/2024	8/16/2024		1	NO
400	8	150790011000	774 ALBURN COURT	SCOTT WOHL	OUTSIDE STORAGE	8/14/2024	8/23/2014		1	NO
401	6	151000213001	12501 N ISLAND DRIVE	BLAINE OR VIOLET THOMPSON	PARKING AND OUTSIDE STORAGE	8/14/2024	8/30/2024			YES
402	6	151000205000	12531 N ISLAND DRIVE	SEAN OR AREN NELSON	PARKING AND OUTSIDE STORAGE	8/14/2024	8/30/2024			YES
403	6	151000218000	12301 N ISLAND DRIVE	ALICE MENZEL	PARKING	8/14/2024	8/30/2024			YES
404	4	140271500900	6728 W DONGES BAY ROAD	MARK EKICHIE	PARKING	8/14/2024	8/30/2024			YES
405	4	140340500800	10146 N WALUMATOSA ROAD	ROBERT PETZOLD JR	OUTSIDE STORAGE	8/14/2024	11/1/2024			YES
406	4	140340500900	7227 W DONGES BAY ROAD	ANTOINETTE JACKSON	PARKING	8/14/2024	8/23/2024		EXTENSION	YES
407	6	150870104000	1342 W HOMESTEAD TRAIL	GRACEFUL LIVING LLC	OUTSIDE STORAGE	8/16/2024	8/16/2024		EXTENSION	YES
408	4	140270901700	10725 N EXECUTIVE COURT	STEPHEN FRENCH	COMMUNITY SPIRIT LETTER	8/16/2024	8/28/2024		1	NO
409	4	140560101002	10208 N CEDARBURG ROAD	STEPHEN FRENCH	GRASS	8/16/2024	8/28/2024		EXTENSION	YES
410	1	141580001000	7728 W CHEVRON DRIVE	FELIX ARVETEV	OUTDOOR LIGHTING	8/27/2024	9/3/2024			YES
411	8	151080605000	923 W RANCHITO LANE	JAMES OR CHERLYN WONTOR	OUTSIDE STORAGE	8/28/2024	9/11/2024			YES
412	8	151080607001	1010 W RANCHITO LANE	MARCOS OR CHAUNA FINCH	OUTSIDE MAINTENANCE	8/28/2024	9/30/2024			YES
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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: September 3, 2024
SUBJECT: RESOLUTION 4137 A Resolution Approving the First Amendment to a License Agreement for the Location of Equipment Upon the Cellular Tower Located at 11300 North Buntrock Avenue with SprintCom, LLC of Overland Park, Kansas

Background

The City of Mequon owns a cell tower at the Public Safety Building located at 11300 North Buntrock Avenue. Sprint's current License Agreement (Lease) to house its telecommunication equipment expired on February 14, 2022, and has been in holdover status until Sprint contractors reached out to discuss renewal terms. Holdover Status allows the Lease's current terms to remain in effect until a lease extension is implemented, including Sprint continuing to pay the City annual rent of \$32,250 in 2022 and 2023.

Analysis

The original Lease provided for 5 automatically renewing 5-year terms. If approved, the proposed amendment to Sprint's Lease will extend the current term through 2027 and provide 5 additional automatically renewing 5-year terms. All told, if left unchanged, the agreement would run for an additional 25 years after the current term expires in 2027.

Furthermore, it should be noted that the City maintains the ability to terminate the Lease with a 6-month notice, while Sprint can provide notice of termination 30 days before the conclusion of a 5-year term. All other terms of the existing contract will remain in place.

Fiscal Impact

Sprint will pay approximately \$33,862 to the City for 2024 rent. Going forward rent will increase by 5% each year, which is in line with other cell tower lease agreements in place with the City of Mequon. The anticipated lease payment for 2025 is \$35,555 and, if left unchanged, the lease payment in 2052 is anticipated to be \$132,745.

Recommendation

A recommendation is forthcoming from the Finance-Personnel Committee on September 10, 2024.

Attachments:

Sprint First Amendment Agreement (PDF)
 Original 1997 Lease (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4137

A Resolution Approving the First Amendment to a License Agreement for the Location of Equipment Upon the Cellular Tower Located at 11300 North Buntrock Avenue with SprintCom, LLC of Overland Park, Kansas

RECITALS

A. SprintCom, LLC's License Agreement with the City of Mequon to host telecommunications equipment at 11300 N. Buntrock Avenue has been in holdover status since February 14, 2022, and SprintCom, LLC desires to extend the Lease.

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

C. The proposed License Amendment by and between the City and SprintCom, LLC has been favorably recommended by the Finance-Personnel Committee.

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

1. The attached License Amendment between the City and SprintCom, LLC extending the current License to host telecommunications equipment at 11300 North Buntrock Avenue is approved, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

Approved by: Andrew Nerbun, Mayor

Date Approved: September 10, 2024

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on September 10, 2024.

Caroline Fochs, City Clerk

FIRST AMENDMENT TO LICENSE AGREEMENT

This First Amendment to License Agreement (“First **Amendment**”) is made effective as of the date last signed below (“Effective Date”), by and between SprintCom LLC (“**Lessee**”), and City of Mequon (“**Lessor**”). Lessor and Lessee are collectively referred to herein as the “**Parties.**”

RECITALS

WHEREAS, Lessor’s and Lessee’s predecessors in interest entered into that certain License Agreement dated February 15, 1997 (collectively, the “**Lease**”), pursuant to which Lessee is leasing space for a telecommunications facility at 11300 N. Buntrock Avenue, Mequon, WI 53092 (as more fully described in the Lease, the “**Premises**”). Lessee and Lessor now wish to further amend the Lease as set forth below.

WHEREAS, the parties acknowledge and agree that the original term of the Lease expired on February 14, 2022. The parties further acknowledge and agree that the Lease is extended as set forth in this First Amendment as though the expiration did not occur.

WHEREAS, Lessor and Lessee hereby affirm that, as of the date hereof: (i) no breach or default by Lessor or Lessee occurred; and (ii) the Lease, and all the terms, covenants, conditions, provisions and agreements thereof, except as expressly modified by this First Amendment are in full force and effect, with no defenses or offsets thereto

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The foregoing Recitals are expressly made a part of this First Amendment and are incorporated herein by this reference. All capitalized terms used but not defined herein shall have the same meaning as in the Lease.
2. The term of the Lease is hereby extended to midnight on February 14, 2027 (the “**Current Term**”), and Lessee shall have the right to extend this Lease for five (5) additional five-year terms (each, a “**Renewal Term**”), respectively, on the same terms and conditions as set forth in the Lease except as amended. The Lease shall automatically renew for each Renewal Term unless Lessee notifies Lessor, in writing, of Lessee’s intention not to renew the Lease at least thirty (30) days prior to the expiration of the immediately preceding Current Term or Renewal Term. If Lessee shall remain in possession of the Premises at the expiration of this Lease without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of the Lease, as amended.

3. Lessee's addresses for notice purposes in section 34 of the Lease are hereby deleted and replaced with the following:

Sprint Property Services
Sprint Site ID No.: ML81103A
Mailstop KSOPHD0101-Z2650
6220 Sprint Parkway
Overland Park, KS 66251-2650

With a copy to:

Sprint Law Department
Attn.: Real Estate Attorney
Sprint Site ID No.: ML81103A
Mailstop KSOPHD0101-Z2020
6220 Sprint Parkway
Overland Park, KS 66251-2020

4. Each person signing this First Amendment on behalf of Lessor or Lessee represents that he or she is duly authorized to sign this First Amendment and to bind the Party on behalf of which such person is signing. If there is a conflict between the Lease and this First Amendment, this First Amendment shall prevail.

5. Lessor warrants and represents that the consent or approval of no third party, including, without limitation, a lender, is required with respect to Lessor's execution of this First Amendment, or if any such third party consent or approval is required, Lessor has obtained any and all such consents or approvals.

6. The Lease remains in full force and effect as amended by this First Amendment and is hereby ratified and confirmed by the Parties.

7. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this First Amendment shall legally bind the parties to the same extent as original documents.

Attachment: Sprint First Amendment Agreement (RESOLUTION 4137 : Sprint Lease Amendment)

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed by their duly authorized representatives as of the date last signed below.

Lessee:
SprintCom LLC

Lessor:
City of Mequon

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

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Attachment: Sprint First Amendment Agreement (RESOLUTION 4137 : Sprint Lease Amendment)

LICENSE AGREEMENT BETWEEN
CITY OF MEQUON
AND
SPRINT SPECTRUM L.P.

PUBLIC SAFETY BUILDING SITE

License Agreement dated February 15, 1997, by and between City of Mequon ("City") and Sprint Spectrum, L.P., with its principal office at 133 N. Mayfair Rd., Suite 301, Milwaukee, WI 53226 ("Company").

RECITALS

A. City owns certain real property, consisting of, among other things, a Safety Building and surrounding property, located in the City of Mequon, Ozaukee County, Wisconsin, as more particularly described in the attached Exhibit A (the "Property").

B. Company desires to install, maintain and operate on the Property, at its expense, certain communications facilities, including, but not limited to, antennas, mounting equipment, and related equipment, specifically described in Exhibit B (the "Communications Facilities").

NOW, THEREFORE, FOR VALUABLE CONSIDERATION AND INTENDING TO BE BOUND, CITY AND COMPANY AGREE AS FOLLOWS:

1. Recitals. The Recitals are incorporated and form a part of this Agreement.
2. License. Subject to the condition precedent of the granting to Company of a conditional use permit by the Mequon Plan Commission, City hereby grants Company a nonexclusive license to install, maintain, and operate the Communications Facilities, in the specific location designated on construction plans and drawings approved by City, which shall be attached hereto and incorporated herein as Exhibit C (the "Premises"). City further authorizes Company, where appropriate, to attach the Communications Facilities to a tower currently located or to be built by the Company but owned by the City, on the Premises, which structure also shall be designated on the construction plans and drawings approved by the City and attached hereto as Exhibit C (the "Structure"). Company shall make no other use of the Premises.

The parties expressly understand and agree that this Agreement shall not be revoked or otherwise terminated except by expiration of its terms or as provided in this Agreement.

3. Term. The initial term of this Agreement shall be for a period of five (5) years, commencing the date which is sixty (60) days after the date Company signs this Agreement, or on the date upon which the Company is granted a conditional use permit by the Mequon Plan Commission, whichever is earlier (the "Commencement Date"), and ending on the fifth anniversary thereof. At any time prior to the Commencement Date, the Company shall have the right to conduct such testing as it deems necessary on the Property pursuant to a separate Entry and Testing Agreement executed by the parties simultaneously with this Agreement. At any time prior to the Commencement Date, the Company shall have the right to provide written notice of termination of this Agreement without the obligation to pay any license fees, in the event that the Company, in its sole discretion, determines that the Property is not suitable for its purposes based on the results of any testing completed by the Company. Thereafter, and subject to the condition precedent of the renewal of its conditional use permit by the Mequon Plan Commission for each five (5) year renewal thereof, the Company shall have the right to renew this license for up to four (4) successive five (5) year renewal terms. If Company shall be in full compliance with all terms and conditions of its conditional use permit at the expiration thereof, it is contemplated by the parties that the conditional use permit will be renewed by the City, and the City shall not unreasonably refuse to renew same. Should the Company choose not to renew this license, the Company shall provide the City with written notice of nonrenewal at least ninety (90) days prior to the expiration of the current term. City may then pursue an alternate carrier for the site and the Company may upon providing the City with written notice of nonrenewal, pursue an alternative private site. The City agrees it will process applications for conditional use permits and/or any other necessary government approvals for alternate sites in a timely and cooperative manner.

4. License Fees Per Site.

a. License fees will be paid annually in advance beginning on the Commencement Date and on each anniversary thereof. Annual base license fees payable in advance are as follows:

1)	Commencement date payment	\$10,000
2)	First anniversary date	\$10,500
3)	Second anniversary date	\$11,025
4)	Third anniversary date	\$11,576
5)	Fourth anniversary date	\$12,155

b. The annual amount of license fees paid during successive terms shall be determined by increasing each preceding year's license fee by a factor of 5 percent.

5. Compliance With Laws. Throughout the term of this Agreement, Company shall continuously use the Premises for the purpose of maintaining, replacing and operating facilities for the transmission and reception of radio communication signals in such frequencies as may be assigned to Company by the Federal Communications Commission (FCC). Company, at its expense, shall diligently, faithfully and promptly wholly obey and conform with all federal, state and local orders, rules, regulations and laws, including all FCC and Federal Aviation Administration rules, in relation to any of its business, activities or other operations conducted upon, above or adjacent to the Premises and including the American National Standards Institutes (ANSI) Safety Levels with respect to Human Exposure to Radio Frequency Electromagnetic Fields as set forth in the current ANSI standard or any FCC standard which supersedes this standard. Company shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and permits required for Company's use of the Premises.

6. Installation and Maintenance of Communication Facilities.

a. Company shall, at its sole cost and expense, install, operate, maintain and replace the Communications Facilities on the Premises. Notwithstanding the above obligation on the Company's part, the City shall be solely responsible for all repairs, maintenance and replacement of any part of the Structure constructed by the Company but owned by the City as set forth below. Company's installation of the Communications Facilities shall be completed in a neat and workmanlike manner in accordance with sound engineering practices, applicable rules, regulations and laws and in strict compliance with Exhibit C. All work shall be performed either by Company or by a fully qualified independent contractor who carries all insurance required under Paragraph 11 and who has been approved in writing by City before such contractor has done any work on the Premises. Regarding any independent contractor employed by Company to work on the premises, certificates of all insurance coverages required under this Agreement shall be provided to City by Company prior to the commencement of any work upon the Premises by such contractor. All of the Communications Facilities are and shall remain the exclusive property of Company, with the specific and exclusive exception of any equipment shelter buildings (excluding the contents thereof) on the Premises which Company constructs or alters, mounting equipment Company attached to Structures located on the Premises, and any tower which Company constructs on the Premises, which shall be owned by the City.

b. Company, at its expense, and within thirty (30) days after the installation of the Communications Facilities, shall provide to City as-built, planning and engineering drawings of the Communications Facilities, which shall not include any proprietary information. Such drawings shall be accompanied by a complete and detailed inventory of all Communications Facilities actually placed on the Structure, all of which shall be attached hereto and incorporated herein as Exhibit D.

c. Any damage done to the Property during installation or during operations due to the Company's actions, shall be immediately repaired by Company at Company's expense and returned to prior condition to City's satisfaction. Company shall pay all costs and expenses in relation to maintaining the structural integrity of any Structure made necessary in order to accommodate Company's installation and operation of the Communications Facilities. Company shall not permit any claim or lien to be placed against any part of the Property that arises out of work, labor, material or supplies provided or supplied to Company, its contractors or subcontractors, for the installation, construction, operation, maintenance or use of the Premises or Communications Facilities.

d. Company shall design, place and improve all of its Communications Facilities in a manner that will keep aesthetic impact held to a minimum practical level. Upon initial installation of any of the Communications Facilities and upon making any modifications to the Communications Facilities which require City approval as set forth in Section 7, below, City reserves the right to require Company to paint the Communications Facilities located on the Structure or to shield any of the other Communications Facilities from view to the extent reasonably practical and take such other reasonable and appropriate action as City determines necessary or convenient to minimize aesthetic impact.

e. Company shall separately meter charges for the consumption of electricity and any other utilities associated with its use of the Premises and shall pay all costs associated therewith.

f. Except as provided in subsection a., above, Company, at its expense, shall have sole responsibility for the maintenance, repair, and security of its Communications Facilities and shall keep the same in good repair and condition during the term of this Agreement.

g. A landscaping plan for the site shall be proposed by Company and approved by City prior to the Commencement Date. Company, at its expense, shall install and maintain its landscape according to the approved landscape plan, which shall be attached hereto and incorporated herein as Exhibit E.

Attachment: Original 1997 Lease (RESOLUTION 4137 : Sprint Lease Amendment)

h. City shall notify Company at least forty-five (45) days in advance of the date when any Structure is scheduled to be painted. City shall decide, after consulting with Company, which of the following two options shall be used. Option 1: Shortly before the painting date, Company, at its sole expense, shall place a temporary antenna array on a crane parked near the site. Company shall then remove the antennas from the Structure and the painting shall proceed as it normally does. Once the painting is finished, Company, at its sole expense, shall then re-attach the antennas where they were and shall have them painted to match the newly painted Structure. Option 2: The painting contractor will bid on the cost of painting the Structure without the Communications Facilities. The contractor will then bid on the cost of painting the Structure with the Company's antennas left in place. The contractor will then proceed to paint the Structure with Company's antennas left in place. Company shall reimburse City for the difference between the two bids.

i. Any additional costs for servicing or maintaining any Structure that are due to the presence of the Communications Facilities, including additional driveway asphalt and snow plowing/ice control, shall be the responsibility of Company and shall be paid by Company. Company shall abate or remove graffiti from the Communications Facilities within thirty (30) days of City's written notice regarding same.

7. Modifications. Company shall not update or add to the Communications Facilities nor shall it make any additions, alterations or improvements to the Structure, Premises or Property without the City's prior written approval. Company shall submit to City a proposal for any such modifications and any supplemental materials as may be requested for City's timely evaluation and approval. If approved, such modifications shall be made at Company's sole expense and only upon it first obtaining all necessary governmental approvals and permits for such modifications, which the City nor any department thereof shall unreasonably delay. On making such modifications, Company shall provide to City updated as-built planning and engineering drawings as specified in paragraph 6(b). Modifications that result in additional equipment, changes to the space requirements described in Exhibit C or changes in configuration, placement or number of antennas or feedlines may result in a demand for an increased license fee. Notwithstanding any provision in this Paragraph to the contrary, without obtaining City's prior consent, the Company shall have the right to: (a) make additions, alterations or improvements to the Company's equipment housed within any enclosure built by the Company on the Premises; and (b) replace equipment installed on or about the Structure with replacement equipment of a substantially similar kind which is reinstalled in substantially the same place and position and is of substantially the same size and weight as the replaced equipment.

8. Studies. Prior to any installation under Paragraph 6 or modification under Paragraph 7 requiring City approval, Company shall provide studies consistent with Federal requirements and the Company's license obligations to determine whether Company's proposed installation or modification will interfere with the electronic equipment of City, other licensees of the City, or nearby property owners. Company will also provide a Wisconsin PE stamped structural engineering study to determine whether the proposed installation or modification will adversely affect the structural integrity of any part of the Structure and, upon City's request, Company will pay for an independent review of that study by an engineering consultant chosen by the City.

9. Access.

a. Subject to paragraph 9. f., Company shall have non-exclusive access to all parts of the Premises including those parts designated as access areas in Exhibit C.

b. Notwithstanding the above, and subject to the provisions of §25 below, nothing in this Agreement shall preclude City from licensing or leasing other space on the Premises, Structure or Property to a personal communications service or cellular provider ("Other Provider") that may be in competition with Company or to any other entity. Other Providers shall also have the right to construct and use such ancillary equipment shelter buildings or other facilities on the Property as may be reasonably necessary in connection with the communications operations of the Other Providers. Company shall design, construct and install mounting equipment and towers or monopoles, if any, that will allow for co-location (by the addition of antennas and necessary related equipment by the Other Providers) sufficient to accommodate the number of providers identified in the plans heretofore approved by City's Planning Commission, incorporated herein as Exhibit F.

c. At the sole expense of Other Providers, Company shall permit multiplexing (as defined below) of antenna equipment if necessary to accommodate use by an Other Provider provided that the Other Provider shall have first entered into an agreement with Company satisfactory to Company setting forth the terms and conditions of the multiplexing arrangement. Company shall require reimbursement of all expenses due to such multiplexing but shall not be entitled to any revenue from Other Providers. Multiplexing means (i) replacing or modifying existing antenna with such antenna as are capable of being used simultaneously by different providers using different frequencies without adversely affecting (as reasonably determined by the Company) existing or future service capabilities of Company, and (ii) sharing usage of such antenna equipment by Company and the Other Provider. The term service capabilities, as used herein, includes, without limitation, the quality, clarity, capacity, speed, strength and cost of Company's signal, services, and equipment. The parties acknowledge and agree that the technology for multiplexing does not currently exist.

d. Company shall supply to the City a list of types of categories of professionals that it requests be given access to the Structure ("Designated Professionals"). City shall not give access to the Structure to any person who does not provide adequate credentials as a Designated Professional at the time access is required.

e. If Company or a Designated Professional requires access to the Structure or any part thereof, Company shall contact the Mequon Police Department at the following telephone number: (414) 242-3500. Company shall, on demand, pay to City the rate of pay customarily paid to the person who provides Company with such access, including any overtime factors. City shall respond to Company's request within two (2) hours.

f. Company shall admit City, its employees or its agents to any part of the Premises used or occupied by the Company upon reasonable notice.

10. Interference.

a. Company's installation, operation, and use of the Communications Facilities shall not damage or interfere in any way with the City's operations or related repair and maintenance activities. In the event it is determined that interference exists, Company, at its expense, shall provide immediate relief from that interference. City, at all times during this Agreement, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter, or improve the Property and to temporarily interfere with Company's Communications Facilities as may be necessary in order to carry out any such activities. City agrees to give reasonable advance notice of such activities to Company and to reasonably cooperate with Company to carry out such activities with a minimum amount of interference with Company's transmission operations.

b. Company warrants and represents that the Communications Facilities and the installation, operation and maintenance of the Communications Facilities shall not interfere with the operation of City's existing electronic equipment, wherever located on the Property, or with the existing electronic equipment of any other of City's existing licensees or lessees, wherever located on the Property, or of nearby property owners. If such interference with the City's existing electronic equipment or with the existing electronic equipment of any City licensee occurs, the Company shall promptly investigate the same. If investigation reveals that the Company is causing the interference, Company shall promptly take all steps necessary to correct and eliminate the interference at Company's cost; if the interference cannot be alleviated, Company shall cease operation of the Communication Facilities causing the interference. Company shall not resume operation of said Communications Facilities until such time as Company has effectively eliminated the interference. If Company is unable to eliminate the interference within a reasonable period of time, Company shall have the option

to terminate this Agreement and remove the Communications Facilities from the Premises. Upon such termination, Company will not receive a refund of any monies paid to date but will not be required to pay any further annual license fees. If interference with nearby property owners occurs and the City is unable to resolve any complaints received regarding the same after diligent efforts to do so, Company agrees to participate in mediation in an effort to resolve such interference complaints.

c. City makes no warranties or representations regarding Company's use of the Premises or non-interference with Company's transmission operations or that the Property or utilities serving the Property, if any, are fit for Company's intended use and all such warranties and representations are hereby disclaimed. Notwithstanding the above, City agrees that each of its license agreements with other licensees shall contain a provision substantially the same as Paragraph 10.b. and that City shall enforce such provision in a nondiscriminatory manner with respect to all of its licensees.

11. Insurance.

a. General. At all times during the term of this Agreement, Company shall keep in force and effect all insurance policies as outlined below. The insurer must be approved by the City or authorized to do business under the laws of the State of Wisconsin and have an A- or better rating in Best's Guide. All contractors and all of their subcontractors who perform work on the Property shall carry, in full force and effect, workers compensation, commercial general liability and automobile liability insurance coverages of the type the Company is required to obtain under this paragraph with the same limits. Prior to the execution of this Agreement and prior to each insurance policy expiration date during the term of this Agreement, Company will furnish City with a Certificate of Insurance. The Certificate shall reference this Agreement and workers compensation and property insurance waivers of subrogation required by this Agreement. City will be given thirty (30) days advance written notice of cancellation or non-renewal of insurance by the insurer during the term of this Agreement and any language relieving insurer of its obligation to provide such notice shall be deleted. City, its council, boards, commissions, agencies, officers, employees and representatives (collectively "Additional Insureds") shall be named as additional insureds under all of the policies, except workers compensation policies, which shall be so stated on the Certificate of Insurance and such insurance shall be primary. All policies, other than workers compensation, shall be written on an occurrence and not on a claims-made basis. All policies may be written with deductibles, not to exceed \$100,000. Company shall defend, indemnify and hold harmless City and Additional Insureds from and against payment of any deductible and payment of any premium on any policy required under this paragraph.

b. Workers Compensation and Employers Liability Insurance. Statutory workers compensation benefits and employers liability insurance with a limit of liability no less than \$100,000 each accident. Company shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.

c. Commercial General Liability Insurance (CGLI). Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, independent contractor's coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities (commonly known as XCU coverage). Limits of liability not less than \$1,000,000 general aggregate, \$1,000,000 products/completed operations aggregate, \$1,000,000 personal injury, \$1,000,000 each occurrence.

d. Automobile Liability Insurance. Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limits of liability not less than \$1,000,000 each occurrence, \$1,000,000 aggregate.

e. Umbrella Liability Insurance. Coverage to be in excess of employer's liability, commercial general liability, and automobile liability insurance required above. Limits of liability not less than \$5,000,000 each occurrence, \$5,000,000 aggregate.

The aforesaid limits of liability may be increased or decreased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal or other governmental compensation plans, or laws which would materially increase or decrease City's or Company's exposure to risk.

f. Worker's Compensation Waiver of Subrogation. City shall not be liable to Company, Company's contractors or their subcontractors, for any injuries to Company's employees or those of its contractors or their subcontractors arising out of or in connection with the grant of this Agreement, including any and all work of any type performed upon the Premises or Property, including injuries arising during equipment installation, alteration, modification, improvement, maintenance, repair, replacement, or use, or ingress or egress to or from the Property unless caused by the intentional act, omission or negligence of the City, its agents or employees.

Except as set forth above, Company and Company's contractors and their subcontractors shall each waive any and all rights of recovery from City for workers compensation claims made by their respective employees and shall obtain such waiver from

their workers compensation insurer. Company, for itself and its contractors and their subcontractors, agrees that the indemnification and hold harmless provisions with this Agreement extends to any such claims brought by or on behalf of any employee of Company, any contractor of Company or their subcontractors.

g. Property Insurance. Each party will be responsible for maintaining property insurance on its own building and other improvements, including all equipment, fixtures, utility structure, fencing, or support systems that may be built or placed upon the Property to fully protect against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as extended coverage insurance or self-insure such exposures. To the extent covered by property insurance, Company and City hereby release each other from and waive all rights against each other for any loss or damage to property caused by fire or other peril if the property is insured for such loss or damage in any policy of insurance even if such loss or damage is caused by the fault or negligence of the other party or anyone for whom such party is responsible.

12. Damage or Destruction of Property. If the Structure or Premises are destroyed or damaged, in no way due to the act or inaction of Company, to an extent that in the sole judgment of Company, materially and substantially limits Company's effective use of the Communications Facilities, the Company may elect to either rebuild the Structure or the Premises or to terminate this Agreement by giving one hundred twenty (120) days notice to the City. As of the date of such notice, Company's payments shall be pro-rated for that year and returned at that time and Company's payments shall only resume if this Agreement has not been terminated and when the Structure and/or the Premises are restored by either the Company or the City. Regardless of any other provisions contained in this Agreement, City shall have no obligation to rebuild or restore any part of the Premises in the event of any such damage or destruction.

13. Indemnification. Company shall defend, indemnify and hold harmless City and all associated, affiliated, allied and subsidiary entities of City, whether existing now or in the future, and their respective officials, officers, departments, agencies, counties, boards, representatives, employees, agents, contractors and attorneys (collectively, Indemnified Parties) against any and all liability, claims, costs, damages, expenses, demands, lawsuits or disputes (including reasonable attorney fees of counsel selected by City and all other costs and expenses of litigation) arising in any way from (i) any condition, occurrence or accident upon the Premises which causes injury or illness to any person or persons whomsoever or to any property whatsoever, arising in any way from the installation, presence, operation, maintenance or removal of the Communications Facilities, unless caused by the intentional acts or omissions or negligence of City, its agents or employees; (ii) work, labor, material or supplies provided or supplied to Company, its contractors or subcontractors, for the installation construction, operation, maintenance or use of the Premises or Communications

Facilities, including any claim or lien arising therefrom; (iii) Company's breach of any warranty, representation, obligation or other provision of this Agreement; and (iv) any financing or securities offering by Company or its affiliates for violations of common law or any laws, statutes, or regulations of the State of Wisconsin or United States, including those of the Federal Securities and Exchange Commission, whether by Company or otherwise. This indemnification language specifically includes, among other things, any and all liability related to or associated with exposure to electromagnetic field or radio frequencies.

14. Environmental. Company represents and warrants that its use of Premises will not generate any hazardous substances, that it will not unlawfully store or dispose on the Property or unlawfully transport to or over the Property any hazardous substances and that its Communications Facilities do not constitute or unlawfully contain and will not generate any hazardous substance. Hazardous substance shall be interpreted to mean any substance or material designated or defined as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state, or local laws, regulations or rules now or hereafter in effect including any amendments. Company shall defend, indemnify and hold harmless Indemnified Parties from and against any and all liability, loss, cost, damage, and expense, including reasonable attorneys fees arising out of the release, threatened release, storage or disposal of any such hazardous wastes or hazardous substances on, under or adjacent to the Property, as a result of activities of the Company.

15. Taxes; No Liens. Company shall pay and be responsible for any and all personal and real estate taxes and assessments, general and special, levied and assessed against, or with respect to, or measured by, the Premises and the Communications Facilities. If any sales, use, income or other tax is ever assessed or levied against the license fee, charges payable by Company under this Agreement or that otherwise relates in any way to this Agreement, Company shall pay that tax upon demand by City. Company shall not do anything which might cause or result in and shall not permit the filing of a lien against any part of the Property, whether filed against City or Company.

16. Limitations. Company undertakes and assumes for its officers, agents, affiliates, contractors and subcontractors and employees (collectively Company for the purpose of this Paragraph), all risk of dangerous conditions, if any, on or about the Property. City shall not be liable for and Company shall defend, indemnify and hold harmless Indemnified Parties from any damage or threat of damage allegedly caused to Company by all such existing conditions.

No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by City of the provision of Section 893.80 of the Wisconsin Statutes or other applicable limits on municipal liability.

17. Default. Company shall be deemed in default hereunder upon occurrence of any of the following events: (a) Company defaults in the payment of the license fee or any other sums to City when due, and does not cure that default within fifteen (15) days after written notice; (b) Company defaults in the performance of any other term of this Agreement or any other agreement between Company and City and does not cure that default within thirty (30) days after written notice thereof by City, provided that such period shall be extended as reasonably necessary in the event that Company is proceeding in good faith with due diligence to cure such default but is unable to do so within thirty (30) days; (c) Company abandons or vacates the Premises; (d) Company files for relief under federal bankruptcy laws or makes any assignment for the benefit of creditors; or (e) Company becomes insolvent.

18. Remedies on Default. In the event of any default by Company, City may, in addition to any other remedy it may have under law, serve a written notice upon Company that City elects to terminate this License upon a specified date not less than ten (10) calendar days after the date of serving such notice, and this License shall expire on the date so specified as if that date had been originally fixed as the expiration date of the term granted herein. In the event this License is so terminated, Company shall immediately pay City a sum equal to the total of the unpaid consideration through the original expiration date of the term.

19. No Nuisances. Company shall not knowingly perform any acts or carry on any practices upon the Premises which may endanger or injure the Structure, Premises, Property, or surrounding areas or any person or be a nuisance or menace to adjoining property owners and shall keep the Premises free and clear of debris, rubbish, junk and garbage.

20. Assignability. Company may sublicense or assign this license to an affiliate (as defined below) without the consent of City. Company may also assign this Agreement to a non-affiliated third-party without the consent of City in a transaction involving the sale of all or substantially all of Company's assets in the Milwaukee Metropolitan Trading Area ("MTA"). In all other cases, the Company shall not sublicense or otherwise assign any of the benefits or obligations of this Agreement without the prior written consent of City, which shall not be unreasonably withheld, conditioned or delayed. As a condition of any consent required under this Paragraph, City shall be entitled to 90% of the Company's net profit, if any, from the sale of this Agreement to a non-affiliate. No assignment shall relieve Company of any obligations hereunder. Affiliate means any present or future, direct or indirect, parent entity, subsidiary or successor of Company or any other partnership, limited liability company, corporation, trust or other entity which is controlled by, controls or is under common control of the Company.

21. Termination of License.

a. Upon termination or expiration of this Agreement, Company shall at its expense, promptly and diligently remove all of the Communications Facilities and any other personal property installed in or on the Premises and leave the Premises in the same or better condition as existed prior to the date of this Agreement, reasonable wear and tear excepted.

b. If, during the term of this License City determines that the Property is needed for a special purpose by City or any of its bureaus or departments, which special purpose would exclude Company's Communications Facilities and all other similar uses by any party other than City itself, this License, and any extension thereof, shall be subject to cancellation by City upon six (6) months written notice to Company. In the event of such termination, Company shall not be obligated to pay any license fee hereunder during the period between the date of City's notice of termination and Company's vacation of the Property and the license fee Company paid for the year in which termination occurs shall be prorated from the date Company becomes unable to provide the services and balance shall be refunded to Company. During such period, Company shall remove from the Property all of its Communication Facilities.

c. Company may terminate this Agreement at any time during the term hereof by providing written notice to City in the event that either (i) any license, permit or other governmental approval of the location or authority is canceled, or terminated by the government agency and Company is no longer authorized to operate its Communication Facilities from the Premises; (ii) due to changes and technology or other events beyond Company's control, Company is no longer able to utilize the Property for its Communications Facilities; or (iii) City requires relocation pursuant to paragraph 23 of this Agreement. Upon the date of termination, Company shall cease operations and have no further obligations under this Agreement. In the event of a termination by Company pursuant to (i) or (ii), above, all prepaid license fees shall be forfeited but Company shall be relieved of its obligation to pay any future license fees. In the event of a termination by Company pursuant to (iii), above, the Company shall be entitled to a refund of any prepaid license fees prorated as of the date of termination and shall have no further requirement to pay future license fees.

22. Security for Removal. Company shall provide to City prior to commencement of the initial term of this Agreement a performance bond in the amount of Ten Thousand Dollars (\$10,000) when the Communications Facilities are attached to an existing City Structure and Twenty Thousand Dollars (\$20,000) if Company constructs its own foundation and tower or monopole, which will be renewed as necessary, to ensure that the Communications Facilities will be removed and the Premises restored at termination or expiration of this Agreement. The City will be named as the obligee in the bond and must approve the bonding Company.

23. Relocation. In the event of unforeseeable and unusual circumstances, or the City's determination of a need of the Property for a special use per Paragraph 21(b), City, may, once during the term of this Agreement, including any renewal terms of this Agreement, require Company to relocate the Communications Facilities to another location on the Property, or, to other property owned or controlled by City that is located in the general vicinity of the Premises and suitable for Company's Communications Facilities, as determined by the Company, which new location shall then constitute the Property, Structure and Premises. City shall be responsible for 100% of the relocation costs during the first year of the initial term of this Agreement; 90% of the relocation costs during the second year of this Agreement; and a 10% reduction in the costs of relocation in each successive year of this Agreement. Relocation costs shall not include costs associated with acquisition of use rights at a new site.

24. Administrative Expense Payment. In consideration of all the provisions of this Agreement, and to defray City's administrative and legal expenses associated with this Agreement, Company shall pay City \$2,500 prior to the Commencement Date.

25. Cost Recovery. Company shall be entitled to recover a portion of the costs of any tower, structure or other improvement required pursuant to the plan and method of operation approved by the City and constructed by or for the Company on the Property. Those costs include costs incurred to construct any tower, structure, or other improvement, the costs incurred to relocate City equipment to any tower, structure or other improvement without interrupting City service and the costs incurred to remove any pre-existing tower, structure or other improvement from the Property (collectively, the Recoverable Costs). Company shall recover those costs from any subsequent City-Licensee, City-Lessee or other City-approved provider of wireless communications services (collectively, City-Users) other than Sprint Spectrum, L.P., that obtains a right to use any such tower, structure or other improvement that Company has constructed. To determine the amount Company shall recover, Company shall calculate a City-User's equal share of the total Recoverable Costs based on the number of parties using the Company-constructed improvements.

City warrants and represents that each agreement it enters into with a City-User during the life of this Agreement, in which the City-User obtains a right to use a Company-constructed tower, structure or other improvement, shall include a provision requiring such City-User to pay its proportionate share of the Recoverable Costs to the Company. Any dispute between Company and a City-User with respect to the total cost in paragraph 25 shall be submitted to the American Arbitration Association. Such decision of the Arbitrator shall be final and binding on both parties and be enforceable in the courts of the State of Wisconsin.

26. Regulatory Filings. Upon City's request, Company shall provide City with copies of all petitions, applications, reports and communications submitted by Company to the FCC, Securities and Exchange Commission or any other federal or state regulatory commission or agency having jurisdiction in respect to any matter affecting this License or Company's operation of its Communications Facilities.

27. Survival of Provision. All indemnification obligations of Company under this Agreement, including Paragraphs 11, 13, and 14, shall survive the expiration or earlier termination of this Agreement.

28. Subordination. Company agrees that this Agreement shall be subject and subordinate to any and all mortgages, including all extensions, renewals, amendments, and supplements thereto now or hereafter affecting any part of the Property. Company agrees to execute and deliver promptly any instrument requested by City or any mortgagee or trustee to further confirm the subordination of this Agreement to a particular mortgage, provided that such agreement contains reasonable consent, nondisturbance and attornment provisions to guaranty Company's continued right to use the Premises and access areas in accordance with this Agreement in the event that the mortgagee or trustee takes control of the Property.

29. Estoppel Certificate. Company shall, at any time and from time to time upon not less than ten (10) days prior request by City, deliver to City a statement in writing certifying, to the extent true, that (i) this Agreement is unmodified and in full force (or if there have been modifications, that the Agreement is in full force as modified and identifying the modifications); (ii) the dates to which the license fee and other charges hereunder have been paid; (iii) so far as the person making the certificate knows, City is not in default under any provision of this Agreement; and (iv) such other matters as City may reasonably request.

30. No Limitation on Authority. Nothing contained in this Agreement shall limit or interfere with or be construed to limit or interfere with any of City's rights or powers, including City's authority in enforcement of its municipal ordinances, including its zoning code.

31. Memorandum of Agreement. The parties hereby agree to execute and record a short form memorandum of this Agreement outlining the basic provisions of this Agreement relating to the initial term, the Company's renewal options and access rights and such other basic terms mutually agreed upon by the parties.

Attachment: Original 1997 Lease (RESOLUTION 4137 : Sprint Lease Amendment)

32. Applicable Law and Severability. This Agreement and any interpretation thereof shall be interpreted under the laws and in the courts of the State of Wisconsin. If one or more of the terms hereof are found to be void or invalid, those terms shall be deemed inoperative and null and void, and shall be deemed modified to conform to such rule of law, all without invalidating any of the remaining provisions of this Agreement or the enforceability thereof, which shall continue in full force and effect.

33. Miscellaneous. This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Agreement must be in writing and executed by both parties. Company and City represent that each has full right, power and authority to sign this Agreement.

34. Notices. All notices hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following address:

If to City, to:	City of Mequon 11333 North Cedarburg Road Mequon, Wisconsin 53092
If to Company, to:	Sprint Spectrum, L.P. 1233 North Mayfair Road, Suite 301 Milwaukee, Wisconsin 53226 Attention: Director of Engineering and Operations
With a copy to:	Sprint Spectrum, L.P. Business Law Group 4900 Main Street, Twelfth Floor Kansas City, Missouri 64112 Attention: General Counsel

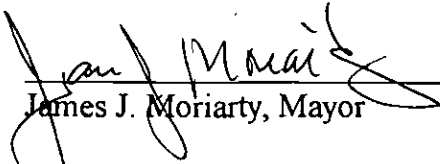
35. Successors and Assigns. This License Agreement shall run with the Property and shall be binding upon and enure to the benefit of the parties, their respective successors, personal representatives, and assigns.

36. Execution. Each person signing this Agreement represents that he or she has the power and authority to execute this Agreement on behalf of City or Company, as applicable. Facsimile signatures shall be valid and binding, providing that original signed agreements shall be delivered to the other party within five (5) days after a facsimile signature.

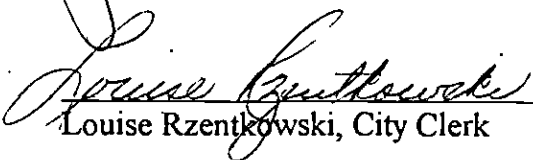
IN WITNESS THEREOF, the parties have caused this Agreement to be executed on the date and year first written above.

CITY OF MEQUON:

By:


James J. Moriarty, Mayor

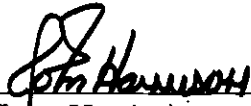
By:


Louise Rzentkowski, City Clerk

COMPANY:

Sprint Spectrum, L.P.

By:

 2.4.97
John Harrison

Title: Regional Vice President, Engineering & Operations

Attachment: Original 1997 Lease (RESOLUTION 4137 : Sprint Lease Amendment)

E X H I B I T A

To

**License Agreement Between
City of Mequon
and
Sprint Spectrum L.P.
for
Public Safety Building Site**

“P R O P E R T Y”

(3 Pages: Survey and Legal Descriptions)

Attachment: Original 1997 Lease (RESOLUTION 4137 : Sprint Lease Amendment)

EXHIBIT B

and

EXHIBIT C

To

License Agreement Between
City of Mequon
and
Sprint Spectrum L.P.
for
Public Safety Building Site

“COMMUNICATIONS FACILITIES”
and
“STRUCTURE”

The Sprint Spectrum “communication facilities” will be attached to or installed adjacent to the new communications tower (the “structure”). A description of the “communications facilities” and the “structure” are shown in the construction drawings attached as Exhibit B and Exhibit C.

Attachment: Original 1997 Lease (RESOLUTION 4137 : Sprint Lease Amendment)

EXHIBIT E

To

**License Agreement Between
City of Mequon
and
Sprint Spectrum L.P.
for
Public Safety Building Site**

“LANDSCAPE PLAN”

Attachment: Original 1997 Lease (RESOLUTION 4137 : Sprint Lease Amendment)

EXHIBIT F

To

License Agreement Between
City of Mequon
and
Sprint Spectrum L.P.
for
Public Safety Building Site

“COLLOCATION
REQUIREMENT”

(To be furnished by City)

Attachment: Original 1997 Lease (RESOLUTION 4137 : Sprint Lease Amendment)

Mequon Safety Building Name
116B Number

OPTION \ LEASE SUMMARY

Lessor: City of Mequon SSITax Identification Number 39 - 6006006
11333 N. Cedarburg Rd. 60W SSITax Identification Number
Mequon, WI 53092 Home Phone:
Work Phone: (414) 242-3100 Fax:

Attorney: John L. DeStefanis
1011 N. Mayfiar Road
Milwaukee, WI 53226
Work Phone: (414) 257-1800 Fax:

Site Address: 11300 N. Buntrock Ave.
Mequon, WI 53092 County: Ozaukee

Lease Date: Commence Date: 2/15/97
Lease Term: 5 years Nbr of Renewal Periods: 4 5-year terms
Structure Type: Self-support Tower Type: Lattice Structure Height:
Lat: 43° 13'-21.9" Long: 87° 59'-19.4" Mntg Heights Available: 80 feet

Site Acquisition Consultant: M. Jones

Option: Initial Option Period Expires: N/A Ext Option Period Expires: N/A
Initial Option Payment: N/A Ext Option Payment: N/A

Lease Payments: Payment Frequency: Annual
Initial Term: \$10,000. (1st)** YR MO
1st Renewal: \$12,763.
2nd Renewal: \$13,401. ** 2nd Yr. - \$10,500.
3rd Renewal: \$14,071. 3rd Yr. - \$11,025.
4th Renewal: \$14,775. 4th Yr. - \$11,576.
5th Renewal: 5th Yr. - \$12,155.

Lease Payments paid to: Clerk, City of Mequon

Address for Notices: Mequon City Hall
11333 N. Cedarburg Rd. 60W
Mequon, WI 53092

Changes to Lease: Customized Municipal Lease; reviewed by local counsel; to be signed by John Harrison, Reginal Vice President, SSLP

Attachment: Original 1997 Lease (RESOLUTION 4137 : Sprint Lease Amendment)



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

www.ci.mequon.wi.us

Office of Administration

TO: Common Council
FROM: Carrie Enea, Executive Assistant
DATE: September 10, 2024
SUBJECT: RESOLUTION 4138 A Resolution Approving an Agreement for Completion of a Community-Wide Survey with ETC Institute of Olathe, Kansas, in the Amount of \$23,850

Background

The City of Mequon has a long-held tradition of gauging community opinion by conducting surveys in which residents can voluntarily participate. Over the last quarter century, the City has conducted several community-wide surveys. The 1999 and the 2005 surveys were completed in concert with a community visioning process. A survey was also completed in 2013 and largely focused on economic development. Most recently, a survey was completed in 2019 that included economic development, zoning, City services, and the community pool. During the December 2023 Committee of the Whole meeting, the Common Council discussed when to conduct the next community-wide survey. The Council's general consensus was to align the City's next survey with an upcoming update of the organization's five-year strategic plan in 2025-26. Bringing public opinion into the development of the next strategic plan will be an insightful element, providing the City with the latest data from residents.

Analysis

During the first quarter of 2024, staff worked to complete the initial steps to begin the survey development and vendor selection process, based on the timeline presented at the February Public Welfare Committee meeting. In late February, staff met with four survey vendors - ETC Institute, Magellan Strategies, Polco, and ZenCity - and narrowed the pool to three service providers. A matrix to identify the most important criteria was developed to aid in identifying the best suited vendor. The matrix, which is attached, depicted three general categories, including Cost and Methodology, Question Development, and Administrative items necessary to conduct a community-wide survey.

The three vendors under consideration for conducting the City's next community survey were ETC Institute, Magellan Strategies, and Polco. Each vendor provided the Committee with a 30-minute presentation, with an additional 15 minutes for questions. After vetting the proposals, work samples, and reference checks, the Public Welfare Committee selected ETC Institute as the best-qualified vendor to complete the next survey due to their level of expertise, full-service approach, price clarity, and benchmarking capability.

Fiscal Impact

The contract with UW-Milwaukee for the 2012 Survey was \$30,000. The contract with SRI for the 2019 survey was \$37,500, with an additional \$4,773.77 needed for extra costs due to the

delay in the completion of the survey instrument, additional survey mailings, and the addition of a reminder postcard. The survey costs for the 2025 survey, based on the three proposals, ranged from \$10,000 - \$48,200, depending on question customization options, delivery method of the survey, and number of residents to receive the survey. The cost of the selected vendor, with approximately 2,500 surveys being mailed to a statistical sample and a postcard with a QR code linking to an on-line survey being mailed to the remaining Mequon households, is \$23,850.

Based on terms contained in the attached letter of agreement, 50% of the expenses will be paid in 2024 and the remaining 50% will be paid in 2025. Monies to fund this one-time expense are available from the American Recovery Plan Act and are eligible for distribution in both 2024 and 2025.

Recommendation

A recommendation is forthcoming from the Public Welfare Committee on September 10, 2024.

Attachments:

Vendor Selection Matrix 091024 (XLSX)

Mequon Community Survey Proposal from ETC Institute (DOCX)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4138

A Resolution Approving an Agreement for Completion of a Community-Wide Survey with ETC
Institute of Olathe, Kansas, in the Amount of \$23,850

RECITALS

A. The City of Mequon is interested in obtaining assistance in the development, distribution, and analysis of a community survey.

B. The purpose of this survey is to gather input from residents about the future of the City of Mequon.

C. This information will provide citizen input to the Common Council as well as staff and other stakeholders in ongoing and future planning, policy decisions, and operations.

D. ETC Institute, a public policy market research firm located in Olathe, Kansas, submitted a proposal to provide these services including coordination with officials from the City through all phases of the project, including design, distribution, analysis, and reporting.

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

1. The Agreement between the City of Mequon and ETC Institute to conduct a Community-wide Survey is hereby approved and adopted by the Mequon Common Council in the form previously submitted by ETC Institute subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

2. The appropriate officers of the City of Mequon are hereby authorized to execute the Agreement on behalf of the City and deliver a fully executed counterpart of the Agreement to ETC Institute.

Approved by: Andrew Nerbun, Mayor

Date Approved: September 10, 2024

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on September 10, 2024.

Caroline Fochs, City Clerk

City of Mequon 2025 Community-Wide Vendor Selection Matrix

	ETC Institute	Magellan Strategies	Polco
Cost & Methodology			
Original Price Quote	\$18,500	\$10,000	\$24,300-\$33,200
Timeline	Will work w/ City's extended time frame- 4 mos. is all that is needed	40 days or longer if requested by the City	5 mos. or longer if requested by City
Sample Size	Will send approx. 2,500 surveys with a target of 400 responses=level of precision +/-5% margin of error	50% of adult population with a goal of 1,200 responses	Conducts Scientific Sample with 3,000 Residents to get 250-450 responses and then Opens to Whole Community
Distribution Method	Hybrid approach, includes mailing hard copy of survey with a City cover letter & online version	Sends multiple MMS text survey invitations, survey link via email, & QR code to publicize	Mail Paper Survey to Sample and QR Code for rest of Community or Digital only (\$15,000)
Cost to mail to all households	\$23,835	Only willing to send 2 reminder postcards- new cost \$15,000	\$48,200
Question Development			
Benchmark Capability	Y/Regional & National	Compares with Cities of Similar Size/Demographics	Y- 4 pages (26 questions)
# of Questions	Low 30's (5-6 pages)	25	26-33
Question Customization	Y	Y	1.5 pages: 6-7 questions or all custom for \$33,200
Question Development Help	3-4 drafts	Y	3 meetings(included in \$33,200 price)
Question Refinement	Y	Y	Y
Administrative			
Address Generation	Buys addresses- GIS file	Uses CSS Direct to get #s	Buys postal service addresses
Reminder Postcard	If Necessary	N	Y
Assigned Project Manager	Y	Y	Y
Dashboard for Comparison	Including at no additional cost(typically \$5,000 addit.)	Cross-tab report	Y
Results Presentation	Virtual Presentation included in price, \$2,000 addit. for in-person	Additional Fee for in-person/Virtual included	3K(included in price)- In Person or Virtual
Additional Services Offered	Toll-free number to assist residents, will include a drawing for \$500 gift card as incentive for residents to respond	Uses ChatGPT to summarize open-ended questions, adds images to enhance survey, all-inclusive pricing	Addit. Services at addit. fees as noted in proposal
References	700 cities/counties	100+ local govts.	500+ & ICMA

Attachment: Vendor Selection Matrix 091024 (RESOLUTION 4138 : Survey)



Marketing Research, Demography, Statistical Applications

725 W. Frontier Circle, Olathe, Kansas 66061
(913) 829-1215 FAX: (913) 829-1591

July 12, 2024

Carrie Enea
Executive Assistant – Communications
City of Mequon
11333 N. Cedarburg Rd.
Mequon, WI 53092
262.236.2941

Subject: Proposal to Conduct a Community Survey for the City of Mequon

Dear Ms. Enea:

ETC Institute is pleased to submit a scope of work and fees to conduct a community survey for the City of Mequon. If selected for this project, ETC Institute will provide the following services:

Task 1: Design the Survey and Prepare the Sampling Plan. Task 1 will include the following services:

- Working with City staff to develop the content of the survey. Although ETC Institute will tailor the survey to the City's needs, our firm will provide sample questions from other communities to make the development of the survey instrument as easy as possible. It is anticipated that 3-4 drafts of the survey will be prepared before the survey is approved by the City. The survey will be 5-6 pages in length.
- Participating in meetings by phone to develop the survey.
- Conducting an internal pilot test of the survey to ensure the questions are understandable and properly structured to enable response data to be accurately captured and reported. Based on the results of the pilot test, ETC Institute will recommend changes (if needed) to the survey.
- Selecting a sample of residents to be contacted for the survey. The sample will be address-based within the City of Mequon.

Deliverable Task 1. ETC Institute will provide a copy of approved survey instrument.

Attachment: Mequon Community Survey Proposal from ETC Institute (RESOLUTION 4138 : Survey)

Task 2: Administer the Survey. Task 2 will include the following services:

- ETC Institute will administer the survey by a combination of mail, Internet and social media..
- ETC Institute will mail the survey and a cover letter (on City letterhead) to a random sample of approximately 2,500 to 3,000 households. Only one survey per household will be sent. Postage-paid envelopes will be provided by ETC Institute for each respondent. The City will provide a cover letter for the mailed survey. The cover letter will contain a link to an online version of the survey. Residents will have the option of returning the printed survey by mail or completing it on-line.
- Approximately 7 days after the surveys are mailed, ETC Institute will follow-up via e-mail, social media or phone with households that received a mailed survey.
- ETC Institute will monitor the distribution of the response sample to ensure that the sample reasonably reflects the demographic composition of the Town with regard to age, geographic dispersion, gender, race/ethnicity and other factors.
- A sample of 400 completed surveys will provide results that have a margin of error of +/- 5% at the 95% level of confidence.
- In addition, in conjunction with the City. ETC will develop and mail a postcard notification to all identifiable households not included in the random sample, which will include a QR code, and an online link to the survey. The responses to the postcard notification will be included only as an attachment to the findings report as tabular data that shows the results for each question on the survey, including open ended questions.

Deliverable Task 2. ETC Institute will provide a copy of the overall results for each question on the survey.

Task 3: Analysis and Final Report. For the random sample, ETC Institute will submit a final report to the City. At a minimum, this report will include the following items:

- Formal report that includes an executive summary of the survey methodology and a description of major findings.
- Charts and graphs that show the overall results of each question on the survey.
- Benchmarking analysis showing how the Town compares to residents in other communities.
- Importance-Satisfaction Analysis that will identify the areas where the greatest opportunities exist to enhance overall satisfaction with Town services.
- Tabular data that shows the results for each question on the survey, including open-ended questions
- GIS maps

- A copy of the survey instrument

Deliverable Task 3: ETC Institute will submit the draft report and final report in an electronic format. ETC Institute will also provide the raw data in an Excel database, or other format if requested by the City, and an interactive data dashboard (developed typically 1-2 months following final report) In addition, ETC will make an on-site presentation to City officials as may be requested by the City.

Project Schedule

Listed below is ETC Institute's typical timeline for administering a community survey. Since the surveys will be administered entirely in-house, the completion date for the project is completely within our control.

- **Month 1**
Design survey instrument
Finalize sampling plan
- **Month 2-3**
Administer the survey
- **Month 3-4**
Draft Report Submitted for review
Prepare and Deliver the Final Report

Cost and Invoicing Schedule

The services described above will be provided to the City of Mequon for a total cost of \$23,850. It will be invoiced at the amount of \$11,925 within 30 days of execution of this agreement, and \$11,925 upon the completion and delivery of the survey to the City.

Closing

We appreciate your consideration of our proposal and look forward to your decision.

Sincerely,



Robert Heacock
Senior Project Manager, ETC Institute

Approved by City of Mequon, WI:

Authorized Signature/Title

Date



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: September 10, 2024
SUBJECT: RESOLUTION 4139 A Resolution Amending Resolution No. 4026
Approving a State/Municipal Financial Agreement and Authorizing a
State/Municipal Maintenance Agreement with the Wisconsin Department of
Transportation, in Connection with the Installation of a Sidewalk on Mequon
Road Between Wauwatosa and Swan Roads

Background

In March 2023, the City approved a State/Municipal Financial Agreement (SMFA) with the Wisconsin Department of Transportation (WisDOT) to add sidewalk on the north side of Mequon Road from Swan Road to Wauwatosa Road. The associated State/Municipal Maintenance Agreement (SMMA) was not approved pending removal of language obligating the City to maintenance outside of the sidewalk.

The amended resolution before the Common Council for approval proposes the following:

- Amend the previously authorized SMFA based upon updated project costs.
- Authorize execution of the SMMA.

Analysis

While the terms and conditions of the original SMFA were approved by the Common Council and executed by the Mayor, it was not fully executed by WisDOT, pending agreement to the terms of the SMMA. Since that March 2023 approval, the local share of financial obligation of \$179,600 increased to \$266,000. While there is no detailed cost estimate included with the SMFA, WisDOT staff indicated that the increase was “due to funding estimate updating”. As the increase in contract cost exceeds \$25,000, the amended contract value requires Common Council approval.

WisDOT further evaluated the City Engineer’s input regarding the terms and conditions of the SMMA. Ultimately WisDOT determined that the storm sewer including curb and gutter only serve the State Trunk Highway, and therefore the City should not be obligated to maintain those facilities. The redrafted agreement only obligates the City to maintain the sidewalk and crosswalks, as is standard for those facilities on State Trunk Highways.

Fiscal Impact

Resolution 4026 authorized the expenditure sourced from the City’s Right-of-Way Asset Management Capital Account. Fiscal Year 2024 is Year 3 of a 3-year borrowing. The project is scheduled for the State Fiscal Year of 2025. Therefore, the impact of the project would be incorporated into the next Road Program borrowing.

The additional sidewalk and associated SMMA will add additional staff hours for snow removal and mowing, as well as wear and tear on equipment. Aside from the increased fuel usage for the associated equipment and future maintenance/replacement of the sidewalk, there is no direct fiscal impact for the maintenance.

Recommendation

A recommendation is forthcoming from the Public Works Committee on September 10, 2024.

Attachments:

STH167 (Mequon Road) Sidewalk Revised SMFA (PDF)

STH 167 (Mequon Road) Sidewalk SMMA (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4139

A Resolution Amending Resolution No. 4026 Approving a State/Municipal Financial Agreement and Authorizing a State/Municipal Maintenance Agreement with the Wisconsin Department of Transportation, in Connection with the Installation of a Sidewalk on Mequon Road Between Wauwatosa and Swan Roads

RECITALS

A. The Common Council approved Resolution 4026 approving a State/Municipal Agreement with the Wisconsin Department of Transportation (WisDOT) for installation of a Sidewalk on Mequon Road West of Wauwatosa Road to Swan Road.

B. The authorization was for the installation of new sidewalk on the north side of Mequon Road from Swan Road to Wauwatosa Road at an estimated financial obligation of \$179,600.

C. WisDOT provided an amended funding agreement with a modified local share obligation of \$266,000.

D. WisDOT also issued a State/Municipal Maintenance Agreement related to the new sidewalk.

E. The Public Works Committee recommended the resolution at the September 10, 2024, meeting.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin that Resolution 4026 is hereby amended to authorize staff to enter into the attached State/Municipal Funding and Maintenance Agreements for sidewalk, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney. All other terms of Resolution 4026 remain in effect.

Approved by: Andrew Nerbun, Mayor

Date Approved: September 10, 2024

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on September 10, 2024.

Caroline Fochs, City Clerk



**STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT**

Date: August 19, 2024
 I.D.:1380-02-00/21/70
 Road Name: STH 167
 Title: MEQUON ROAD, CITY OF MEQUON
 Limits: WASHINGTON CO LINE TO BUNTROCK AVE
 County: Ozaukee
 Roadway Length: 3.74 miles

The signatory **City of Mequon**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Improvement

Proposed Improvement - Nature of work: As determined by project scoping.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: A nominal amount is included to cover items in paragraph 4 (to be adjusted in the final plan). pavement markings at Whilton Rd/Meadowbrook Dr, Lincolnshire Dr/Vega Ave & Mequon Trail/Concord Creek.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	% *
Preliminary Engineering: Plan Development	\$ 760,000	\$ 760,000	100%	\$ -	0%
Real Estate Acquisition: Acquisition	\$ 45,000	\$ 45,000	100%	\$ -	0%
Compensable Utilities	\$ -	\$ -	0%	\$ -	100%
Construction: Participating	\$ 3,556,000	\$ 3,556,000	100%	\$ -	0%
new sidewalk	\$ 290,000	\$ 29,000	10%	\$ 261,000	90%
Non-Participating	\$ 5,000	\$ -	0%	\$ 5,000	100%
Total Cost Distribution	\$ 4,656,000	\$ 4,390,000		\$ 266,000	

1 Estimates include construction engineering

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages [2] – [3]); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, upon fully executed signature of applicable State Municipal Maintenance Agreement. and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the

State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and in behalf of the City of Mequon (please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the State (please sign in blue ink)	
Name Tony Barth	Title WisDOT SE Region Planning Chief
Signature	Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.

3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
 - (a) New installations of or alteration of gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Parking lane costs.
 - (f) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
6. The work will be administered by the State and may include items not eligible for federal/state participation.
7. The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
8. Basis for local participation:
 - (a) Funding for preliminary engineering 100% State
 - (b) Funding for real estate required for standard roadway construction, 100% State
 - (c) Funding for compensable utilities required for standard roadway construction, 100% Municipal.
 - (d) Funding for construction of standard roadway items – 100% State.
 - (e) Funding for new sidewalk, 10% State 90% Municipality.
 - (f) Funding for non-participating items including pavement markings at Whilton Rd/Meadowbrook Dr, Lincolnshire Dr/Vega Ave & Mequon Trail/Concord Creek; 100% Municipality.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.

 STATE/MUNICIPAL MAINTENANCE AGREEMENT	Date: August 12, 2024 ID: 1380-02-70/71 Road Name: STH 167 (Mequon Rd) Limits: Washington County Line to Buntrock Avenue County: Ozaukee
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The signatory **City of Mequon**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect this agreement to include the associated maintenance responsibilities hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 84.07(1) of the Statutes. Wisconsin statutes, Wisconsin Administrative Code, and State policy serve as the defining documents for State Highway maintenance responsibilities.

DESCRIPTION OF FACILITY:

Facility description upon completion of State project – As determined by project ID 1380-20-70/71

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 2 – 3); is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State, delivery to the Municipality and upon fully executed signature of associated, applicable State Municipal Financial Agreement for project 1380-02-70/71. The initiation and signature of the agreement will be subject to all the applicable federal and state regulations. No term or provision of neither the State/Municipal Maintenance Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Maintenance Agreement.

Signed for and in behalf of the City of Mequon (Please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the State (Please sign in blue ink)	
Name Brian Roper	Title WisDOT SE Region Maintenance Chief
Signature	Date

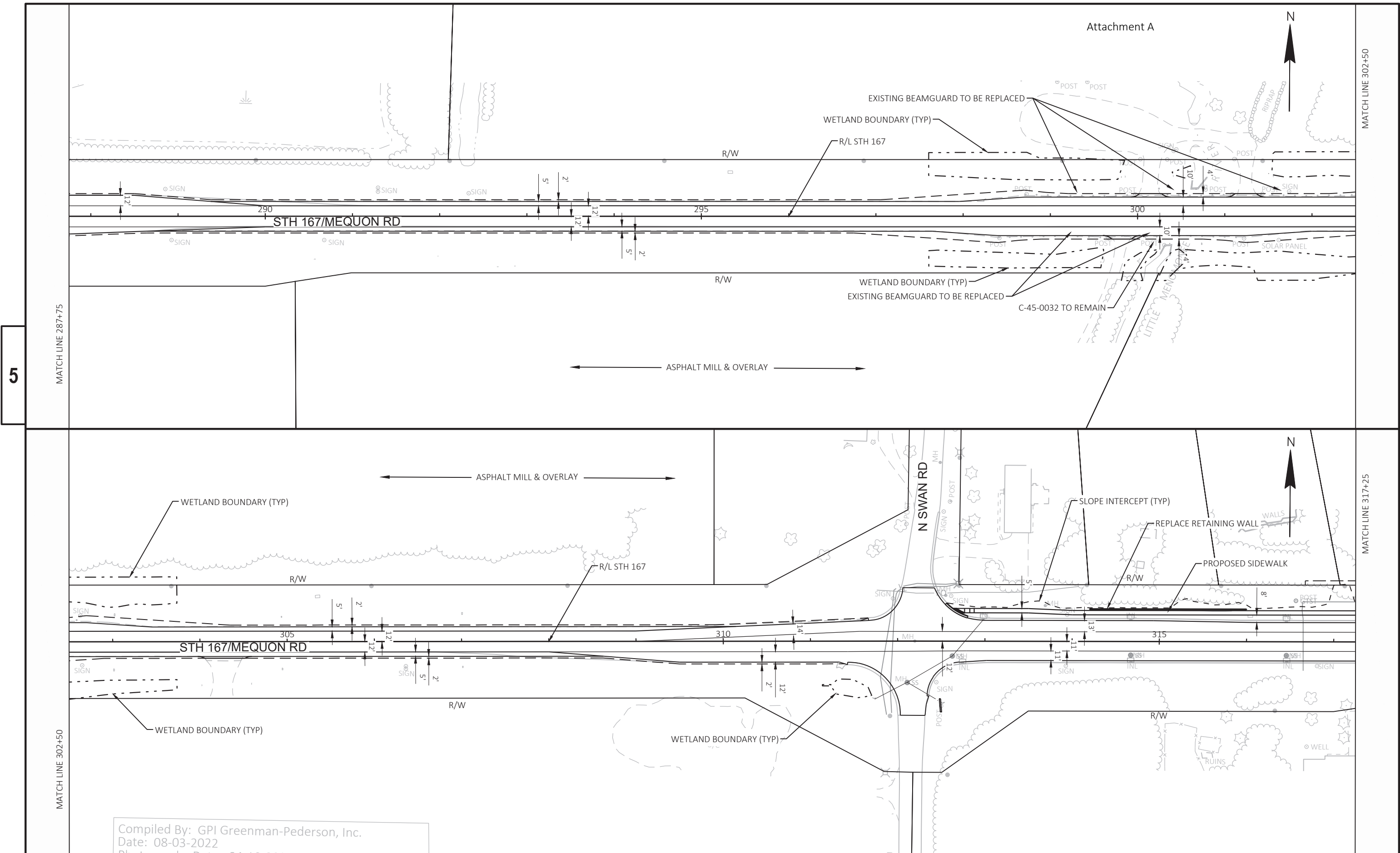
TERMS AND CONDITIONS:

1. In order to guarantee the Municipality's foregoing agreements to maintain the facility to State standards, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold General Transportation Aids or monies otherwise due and payable by the State to the municipality, as determined by the State, for any maintenance the State must perform to the facility should the Municipality fail to comply with the agreement.
2. The State will not install any additional items, not necessitated for the safe and efficient flow of traffic, to a state highway facility without the Municipality agreeing to maintain those items. The State is responsible for maintaining any given highway facility under the State's jurisdiction including:
 - (a) The energy, operation, repair and replacement of traffic signals and associated street lighting required for the signalized intersections within the limits of this agreement for:
 1. Signalized intersections: STH 167/181, STH 167/Wasaukee Rd and STH 167/Granville
 - (b) Signing and pavement marking necessitated for the safe and efficient flow of traffic except those items listed in #3.
 - (c) Drainage elements including curb and gutter, stormwater inlets, and storm sewer as well as street sweeping.
 - (d) Retaining walls along the State Trunk Highway, R45-042 near station 314+000 LT, wall at 320+00 RT, wall at 328+00 RT, and wall at 363+00 RT.
 - (e) Permitting authority of utilities and access control on all State Trunk, US and Interstate Highways.
 - (f) Mowing of the following specified limits.
 1. STH 167 (Washington County line to approximately 275 feet west of Solar Ave.)
3. The Municipality shall at its own cost and expense maintain all portions within the specified limits of this agreement that lie within its jurisdiction for such maintenance through statutory requirements in a manner satisfactory to the State and shall make ample provision for such maintenance each year to include:
 - (a) Maintain sidewalks, pedestrian refuge islands and landscaping features.
 - (b) Remove snow and ice from sidewalks, and pedestrian refuge islands, refer to attachment A.
 - (c) Maintain clear right-of-way of all encroachments.
 - (d) Maintain crosswalk pavement markings at unsignalized intersections and mid-block crossings in accordance with the signing and marking agreement if completed as part of this project.
 - (e) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, wayfinding signs, etc.) in accordance with the signing and marking agreement if completed as part of this project.
 - (f) Maintain and accept responsibility for the following as applicable to this agreement:
 1. Grass: mowing, weed control, litter removal where landscaping was approved by permit, refer to Attachment B., from approximately 275 west of Solar Ave to N. Buntrock Ave. Note that the Work in Highway Right of Way Permit extends to N. Port Washington Road, beyond the limits of this improvement project.
 2. Landscaping: removal and replacement of dead plant material, pruning, watering; as permitted within the defined in the Work in Highway Right of Way Permit (Attachment B).
 3. Other, Utilities; Water and Sanitary.
4. The Municipality, within their municipal limits, agrees to:

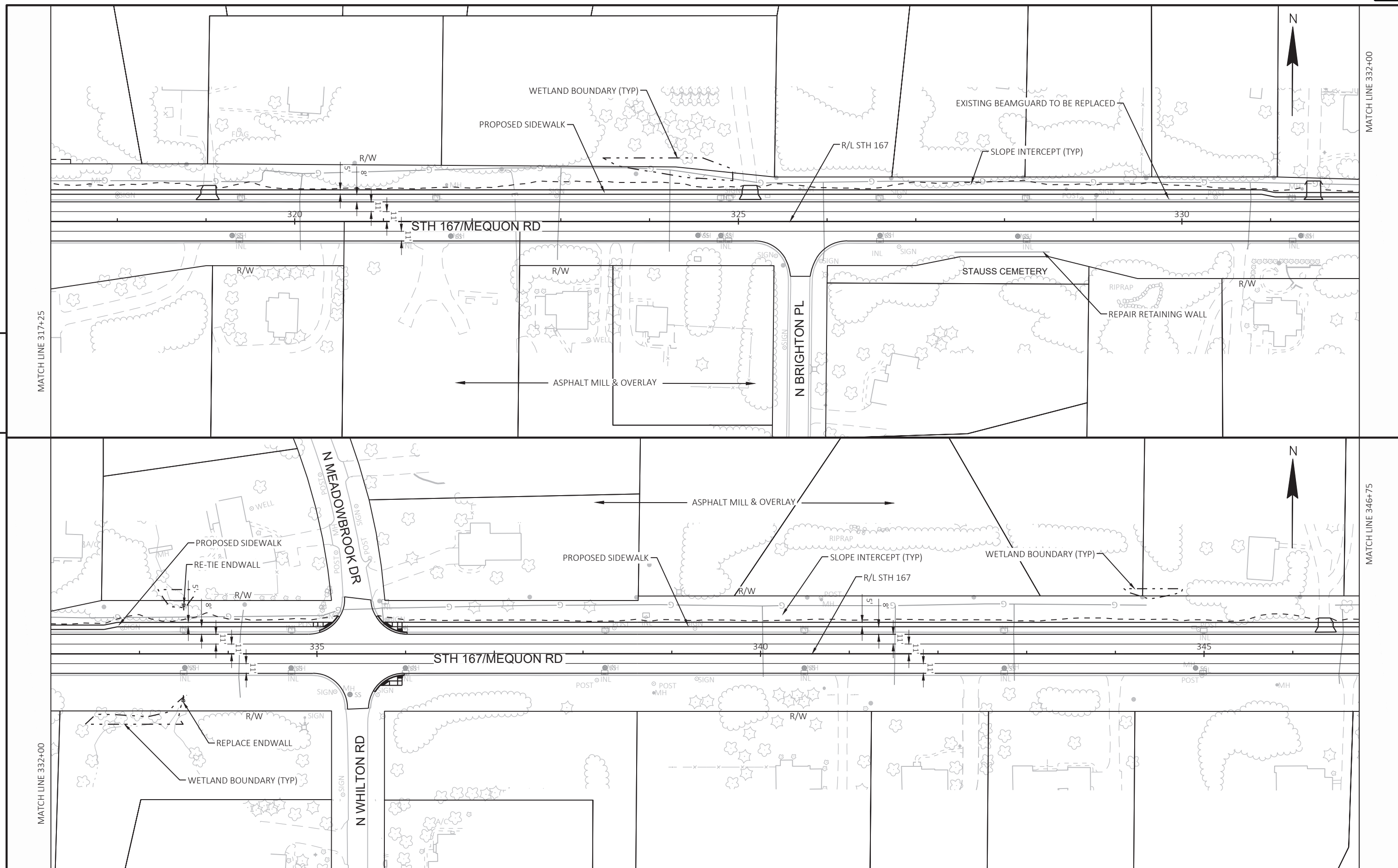
(a) Prohibit angle parking.

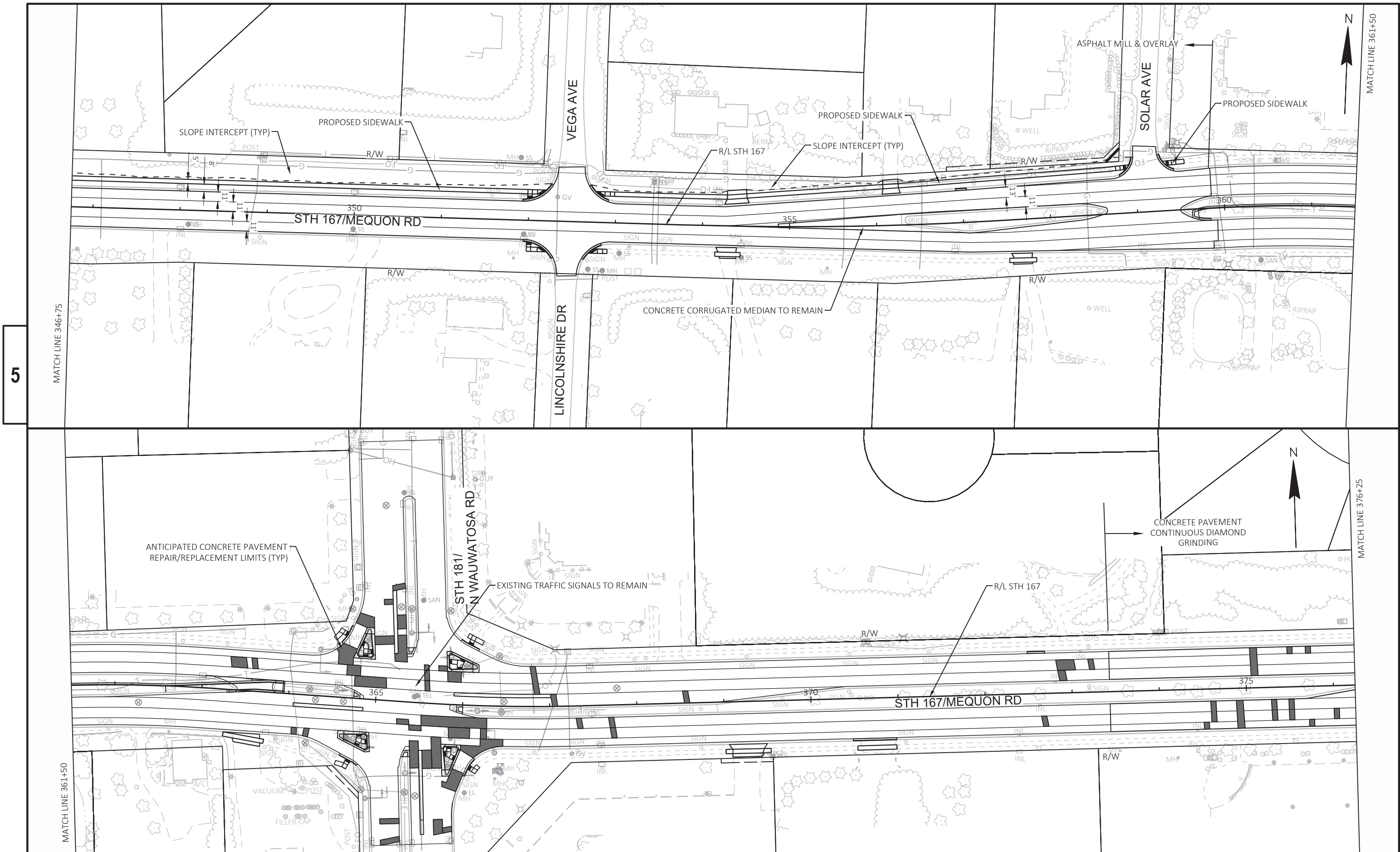
(b) Regulate parking along the highway. The Municipality will file a parking declaration with the State.

1. Regulate or prohibit all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
5. The Municipality will coordinate with the State to obtain any necessary Work on Right-of-Way Permits for maintenance performed on or within the state highway facility or state right-of-way.
6. The State or Municipality may request an amendment to this agreement to include specific features later requested by the Municipality throughout the design process.
7. Upon completion of construction project, 1380-02-70/71, the Municipality will assume all afore mentioned maintenance responsibilities.



Compiled By: GPI Greenman-Pederson, Inc.
Date: 08-03-2022





Attachment: STH 167 (Mequon Road) Sidewalk SMMA (RESOLUTION 4139 : Amending Res 4026 for SMAs w/WisDOT)



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: September 10, 2024
SUBJECT: RESOLUTION 4140 A Resolution Approving State/Municipal Agreement(s) with the Wisconsin Department of Transportation for Installation of a Sidewalk on Wauwatosa Road, Between Mequon and Donges Bay Roads

Background

The Wisconsin Department of Transportation (WisDOT) is designing a project to reconstruct Wauwatosa Road (STH 181) between County Line Road and Mequon Road. Included in that project is the completion and continuation of the sidewalk between Donges Bay Road and Mequon Road, along the west side of the road only.

The resolution before the Common Council proposes the following:

- Authorizes execution of a State/Municipal Financial Agreement (SMFA) for the installation of sidewalk with a local share obligation of \$22,500.
- Authorizes execution of a State/Municipal Maintenance Agreement (SMMA) for the sidewalk and memorializes maintenance requirements of the City's public infrastructure within the state right-of-way.

Analysis

Development along the west side of Wauwatosa Road initiated the construction of a sidewalk. The City has not budgeted for the continuation or completion of the sidewalk as a part of the Road Program. The intent is to connect the off-road path on the south side of Mequon Road with the Mequon Road sidewalk/Town Center. By executing the SMFA, the City authorizes WisDOT to install sidewalk as a part of the road project. The local share obligation is \$22,500.

Associated with the installation of sidewalk is the accompanying SMMA for the maintenance of the sidewalk. Please note that the maintenance of the sidewalk associated with the new subdivisions are operated and maintained by the HOAs. While WisDOT does not distinguish maintenance responsibility, the City will only maintain the sidewalk outside of the existing Development Agreements. In addition, the SMMA memorializes the City's responsibility to maintain infrastructure related to the subdivision's roadways, such as the retaining wall at The Enclave.

Fiscal Impact

The project is tentatively scheduled for State Fiscal Year 2027-2028. The resolution authorizes the expense sourced from the City's Right-of-Way Asset Management Capital Account. Fiscal Year 2024 is Year 3 of a 3-year borrowing. Depending on the construction year, this authorization will likely occur in conjunction with a future borrowing.

The additional sidewalk and associated SMMA will add additional staff hours for snow removal and mowing, as well as wear and tear on equipment. Aside from the increased fuel usage for the associated equipment and future maintenance/replacement of the sidewalk, there is no direct fiscal impact for the maintenance.

Recommendation

A recommendation is forthcoming by the Public Works Committee on September 10, 2024.

Attachments:

State/Municipal Financial Agreement (Wauwatosa Road Sidewalk)(PDF)

State/Municipal Maintenance Agreement (Wauwatosa Road) (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4140

A Resolution Approving State/Municipal Agreement(s) with the Wisconsin Department of
Transportation for Installation of a Sidewalk on Wauwatosa Road, Between Mequon and Donges
Bay Roads

RECITALS

A. The Wisconsin Department of Transportation (WisDOT) is planning to reconstruct Wauwatosa Road from County Line Road to Mequon Road.

B. WisDOT will include the installation of new sidewalk on the west side of Wauwatosa Road from Donges Bay Road to Mequon Road at an estimated financial obligation of \$22,500.

C. All approved expenditures will be funded by the City's Right-of-Way Asset Management Capital Account.

D. The Public Works Committee recommended the resolution at the September 10, 2024, meeting.

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

1. The State/Municipal Agreements with the Wisconsin Department of Transportation, 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: September 10, 2024

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on September 10, 2024.

Caroline Fochs, City Clerk



**STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT**

Date: August 21, 2024
 I.D.: 2729-07-00/20/70
 Road Name: Wauwatosa Road
 Title: C MEQUON, WAUWATOSA ROAD
 Limits: COUNTY LINE ROAD TO MEQUON ROAD
 County: Ozaukee
 Roadway Length: 2.12 miles

The signatory **City of Mequon**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Improvement

Proposed Improvement - Nature of work: As determined by project scoping.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: A nominal amount is included to cover items in paragraph 4 (to be adjusted in the final plan).

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	% *
Preliminary Engineering: Plan Development	\$ 700,000	\$ 700,000	100%	\$ -	0%
Real Estate Acquisition: Acquisition	\$ 170,000	\$ 170,000	100%	\$ -	0%
Compensable Utilities	\$ -	\$ -	0%	\$ -	100%
Construction: Participating	\$ 11,590,000	\$ 11,590,000	100%	\$ -	0%
Sidewalk	\$ 175,000	\$ 157,500	90%	\$ 17,500	10%
Non-Participating	\$ 5,000	\$ -	0%	\$ 5,000	100%
Total Cost Distribution	\$ 12,640,000	\$ 12,617,500		\$ 22,500	

1 Estimates include construction engineering

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages [2] – [3]); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, upon fully executed signature of applicable State Municipal Maintenance Agreement. and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signatures certify the content has not been altered by the municipality. Signed for and in behalf of the City of Mequon (please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the State (please sign in blue ink)	
Name Tony Barth	Title WisDOT SE Region Planning Chief
Signature	Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:

- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (f) Parking lane costs.
 - (g) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
 5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
 6. The work will be administered by the State and may include items not eligible for federal/state participation.
 7. The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 8. Basis for local participation:
 - (a) Funding for preliminary engineering 100% State
 - (b) Funding for real estate required for standard roadway construction, 100% State.
 - (c) Funding for compensable utilities required for standard roadway construction, 100% Municipal.
 - (d) Funding for construction of standard roadway items – 100% State.
 - (e) Funding for new sidewalk, 90% State 10% Municipality.
 - (f) Funding for non-participating items 100% Municipality.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.



**STATE/MUNICIPAL
MAINTENANCE
AGREEMENT**

Date: August 12, 2024

ID: 2729-07-70

Road Name: STH 181

Limits: County Line Rd to Mequon Rd

County: Ozaukee

The signatory **City of Mequon**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect this agreement to include the associated maintenance responsibilities hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 84.07(1) of the Statutes. Wisconsin statutes, Wisconsin Administrative Code, and State policy serve as the defining documents for State Highway maintenance responsibilities.

DESCRIPTION OF FACILITY:

Facility description upon completion of State project – As determined by project ID 2729-07-70

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages [2] – [3]); is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State, delivery to the Municipality. The initiation and signature of the agreement will be subject to all the applicable federal and state regulations. No term or provision of neither the State/Municipal Maintenance Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Maintenance Agreement.

Signed for and in behalf of the **City of Mequon** (Please sign in blue ink)

Name (print)

Title

Signature

Date

Signed for and in behalf of the **State** (Please sign in blue ink)

Name Brian Roper

Title WisDOT SE Region Maintenance Chief

Signature

Date

Attachment: State/Municipal Maintenance Agreement (Wauwatosa Road) (RESOLUTION 4140 : Wauwatosa Rd (2729-07-00) SMAs)

TERMS AND CONDITIONS:

1. In order to guarantee the Municipality's foregoing agreements to maintain the facility to State standards, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold General Transportation Aids or monies otherwise due and payable by the State to the municipality, as determined by the State, for any maintenance the State must perform to the facility should the Municipality fail to comply with the agreement.
2. The State will not install any additional items, not necessitated for the safe and efficient flow of traffic, to a state highway facility without the Municipality agreeing to maintain those items. The State is responsible for maintaining any given highway facility under the State's jurisdiction including:
 - (a) The energy, operation, repair and replacement of traffic signals and associated street lighting required for the signalized intersections within the limits of this agreement for:
 1. Signalized intersections: County Line Road, Donges Bay Road, Mequon Road
 - (b) Signing and pavement marking necessitated for the safe and efficient flow of traffic except those items listed in #3.
 - (c) Drainage elements including curb and gutter, stormwater inlets, and storm sewer as well as street sweeping.
 - (d) Permitting authority of utilities and access control on all State Trunk, US, and Interstate Highways.
 - (e) Mowing of the following specified limits.
 1. STH 181 (County Line Road to Knights Bridge Dr.)
3. The Municipality shall at its own cost and expense maintain all portions within the specified limits of this agreement that lie within its jurisdiction for such maintenance through statutory requirements in a manner satisfactory to the State and shall make ample provision for such maintenance each year to include:
 - (a) Maintain sidewalks, pedestrian refuge islands and landscaping features, refer to attachment A.
 - (b) Remove snow and ice from sidewalks, and pedestrian refuge islands.
 - (c) Maintain clear right-of-way of all encroachments.
 - (d) Maintain crosswalk pavement markings at unsignalized intersections and mid-block crossings. The municipality shall obtain a permit with the State (contact Traffic Operations Unit (signing and marking)).
 - (e) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, wayfinding signs, etc.). The municipality shall obtain a permit with the State (contact Traffic Operations Unit (signing and marking)).
 - (f) Maintain and accept responsibility for the following as applicable to this agreement:
 1. Retaining Walls: Located in NW quadrant at Mourning Dove Lane. Damages to walls caused by normal plowing operations or vehicle crashes shall be repaired or removed by the Municipality within 48 hrs.
 2. Grass: mowing, weed control, litter removal where landscaping was approved by permit, refer to Attachment B., from Knights Bridge Dr. to Mequon Rd. Note that the in Highway Right of Way Permit extends to N. Port Washington Road, beyond the limits of this improvement project.
 3. Landscaping: removal and replacement of dead plant material, pruning, watering; as permitted within the defined limits in the Work in Highway Right of Way Permit (Attachment B).
 4. Other: Utilities; Sanitary sewer and water.

4. The Municipality, within the specified limits, agrees to:
 - (a) Prohibit angle parking.
 - (b) Regulate parking along the highway. The Municipality will file a parking declaration with the State.
 1. Regulate or prohibit all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
5. The Municipality will coordinate with the State to obtain any necessary Work on Right-of-Way Permits for maintenance performed on or within the state highway facility or state right-of-way.
6. The State or Municipality may request an amendment to this agreement to include specific features later requested by the Municipality throughout the design process.
7. Upon completion of construction project, 2729-07-70, the Municipality will assume all afore mentioned maintenance responsibilities.





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

www.ci.mequon.wi.us

Office of Engineering

TO: Common Council
FROM: Cole McCraw, Assistant City Engineer
DATE: September 10, 2024
SUBJECT: RESOLUTION 4141 A Resolution Approving an Amended Memorandum of Understanding Between the City of Mequon and the Village of Brown Deer, Authorizing the Inclusion of Construction Layout Services for a Joint County Line Road Improvement Project to Increase the Total Cost in the Amount of \$11,900

Background

County Line Road is a multi-jurisdictional road that the City has worked with other jurisdictions to reconstruct over several years. County Line Road, by surface condition rating and resident inputs, is one of the most deteriorated roads in the City. The City of Mequon and the Village of Brown Deer share the section of County Line Road between North 52nd Street in Brown Deer (west of the Ozaukee Interurban Trail) to North Green Bay Road/North Cedarburg Road.

The City solicited and interviewed consultants for the project design and selected Viebicher for award based on qualifications and cost. In November 2023, the City approved a Memorandum of Understanding (MOU) between the City and the Village of Brown Deer agreeing to split the design costs for the project as part of Resolution 4091. The total design cost was \$33,600 with \$19,250 being the City's responsibility as defined by the MOU.

The project was bid for construction in April 2024. All-Ways was awarded the construction contract in May 2024 with Resolution 4120, which included a second MOU with Brown Deer for the construction cost share. The Mequon share of the construction cost is \$445,000.

Analysis

Construction layout, or construction staking, is sometimes included in the initial design contract. In this case, this item was excluded from the design contract so that the contractor's staking needs could be known prior to the construction layout consultant preparing their scope. Vierbicher will also provide assistance in reviewing technical material submittals based on the design specifications they prepared.

To memorialize the cost share between the City and Village, staff recommends amending the design MOU approved with Resolution 4091. The total cost for construction layout and submittal review services is \$23,800. The cost is proposed to be equally shared with \$11,900 being contributed by the City.

Fiscal Impact

County Line Road was included in the 5-Year plan for reconstruction in 2024. At this time, staff is requesting approval of the amended MOU.

The City and the Village will evenly share the construction layout costs. The City will contribute an additional \$11,900 as part of the amended MOU agreement.

Adequate funds for this work are available in the Right-of-Way Assets Capital Account.

Recommendation

A recommendation is forthcoming from the Public Works Committee on September 10, 2024.

Attachments:

AMENDED_FINAL MOU - W. COUNTY LINE ROAD_RR Tracks to STH 57 (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4141

A Resolution Approving an Amended Memorandum of Understanding Between the City of Mequon and the Village of Brown Deer, Authorizing the Inclusion of Construction Layout Services for a Joint County Line Road Improvement Project to Increase the Total Cost in the Amount of \$11,900

RECITALS

A. The City of Mequon approved award of the 2024 Road Improvements County Line Road design contract in November 2023 to Vierbicher Associates, Inc. through a Memorandum of Understanding with the Village of Brown Deer.

B. Construction layout is needed for the County Line Road construction improvements.

C. Staff has determined that adequate funds are available to accomplish the work from Capital Project Account - 410780-469001-10001 (Right-of-Way Assets), and on that basis has made a recommendation to the Public Works Committee.

D. Through the amended Memorandum of Understanding, the City of Mequon will pay the share described in the document, including the added \$11,900 for construction layout and submittal review services.

E. The Committee on Public Works at its meeting on September 10, 2024, 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 the revised Memorandum of Understanding with the Village of Brown Deer in the form attached hereto, 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: September 10, 2024

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on September 10, 2024.

Caroline Fochs, City Clerk



MEMORANDUM OF UNDERSTANDING



(MOU)

COUNTY LINE ROAD RECONSTRUCTION DESIGN VILLAGE OF BROWN DEER/CITY OF MEQUON MULTI-JURISDICTIONAL PROJECT **Amendment No. 1**

WHEREAS, this Memorandum of Understanding (MOU) is entered into by and between the Village of Brown Deer (Village) and the City of Mequon (City) and this MOU sets forth roles, responsibilities, and financial obligations for each listed party for the design of a road reconstruction project on W. County Line Road from the railroad tracks east of N. 52nd street/Garden Drive to N. Green Bay Road/N. Cedarburg Road/STH 57, within the Village of Brown Deer's maintenance jurisdiction.

WHEREAS, the existing roadway was constructed in 1962 and has been resurfaced and maintained and is currently in very poor condition.

WHEREAS, the Village and City have budgeted funds for the improvements of County Line Road with design scheduled to be completed in April 2024 to advance to the construction contract bidding process, scheduled for let in spring of 2024 with the construction in the summer/fall of 2024.

WHEREAS, the Village authorized Task 1 to expedite the survey task due to weather constraints and the City agrees to incorporate the work and financing of Task 1 into the overall contract.

WHEREAS, the Village and City agree to commit to a second MOU to address the cost of construction once the design work is complete and both municipalities understand the cost implications of construction.

WHEREAS, upon completion of the construction of this project, the Village of Brown Deer shall resume maintenance responsibility for this portion of roadway.

NOW, THEREFORE, BE IT RESOLVED that the Village and City share jurisdiction of the road and therefore outline the participation in the improvements as herein described.

Project Description

Design services for the survey, design, preparation of bid documents, and **construction layout** associated with the reconstruction of W. County Line Road from the RR tracks east to N. Cedarburg Road/N. Green Bay Road/STH 57. The project will be locally let, and preparation of plans and specifications will follow the Village of Brown Deer's and City of Mequon's standards. The roadway is under the Village's maintenance jurisdiction and is a boundary road between the Village of Brown Deer and the City of Mequon. The road will be reconstructed via pulverize and overlay to a maximum total pavement width of 30 feet or to a lesser width as mutually agreed upon between both the Village and City. The Village will consider the installation of pedestrian facilities on the south side of the roadway.

Financial Obligations

Generally, the cost of the design will be distributed evenly as a 50%/50% split between the Village and the City, respectively. The exception to the cost share relates to the City's desire to complete a drainage analysis for the subdivision to the north of County Line. The cost of the analysis in Task 7 is requested by the City and will be the City's responsibility, as described in the following table:

Task	Description	Cost				
		Total	Village		City	
			\$	%	\$	%
Task 1	Survey	\$6,000	\$3,000	50	\$3,000	50
Task 2	Plan Design	\$7,500	\$3,750	50	\$3,750	50
Task 3	Preparation of Plans & Specifications	\$6,500	\$3,250	50	\$3,250	50
Task 4	Agency Approvals & Utility Coordination	\$3,500	\$1,750	50	\$1,750	50
Task 5	Bidding Assistance	\$2,400	\$1,200	50	\$1,200	50
Task 6	Design Meetings	\$2,800	\$1,400	50	\$1,400	50
Task 7	Drainage Evaluation	\$4,900	\$0	0	\$4,900	100
Amendment No. 1	Construction Layout (staking) & Submittal Review Services	\$23,800	\$11,900	50	\$11,900	50
TOTAL		\$33,600	\$14,350		\$19,250	
Amended Total		\$57,400	\$26,250		\$31,150	

Roles, Obligations and Agreements

A. Village

1. As this section of roadway is under the Village's maintenance jurisdiction, the Village will administer, manage, and coordinate the consultant contract for the design work **and construction administrative services (i.e. layout/staking and submittal reviews)**.
2. The Village will coordinate construction bid documents, including publication notices, prequalification statements and receipt of bids.

B. City

1. The City will ensure design adherence to City standards for construction.

C. Both Parties

1. The design consultant will bill each municipality directly, in accordance to the MOU.
2. The Village and the City agree to jointly collaborate on notifying affected landowners and businesses on and adjacent to County Line Road.
3. The Village and the City will mutually agree on the final project design and specifications.

Terms and Conditions:

1. The initiation and accomplishment of the improvement will be subject to all applicable Federal, State and local regulations.
2. The Village of Brown Deer and the City of Mequon will individually pay such project costs as outlined above to the design engineer.
3. If either municipality should withdraw from the project, it will pay the design engineer in full for its share of the costs incurred as of the date of the withdrawal.
4. The respective municipalities will incur at their own expense:
 - a. Assume general responsibility of all public information to its residents.

This MOU is subject to the terms and conditions included herein and is executed by the undersigned under proper authority to execute such an agreement for the Village of Brown Deer and City of Mequon upon acceptance by the Village and City shall constitute agreement between the two municipalities.

Signed for and on behalf of the City of Mequon:

_____ Signature	_____ Title	_____ Date
_____ Name		

Signed for and on behalf of the Village of Brown Deer:

_____ Signature	_____ Title	_____ Date
_____ Name		



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

www.ci.mequon.wi.us

Office of the City Attorney

TO: Mayor and Common Council
FROM: Brian C. Sajdak, City Attorney
DATE: September 5, 2024
SUBJECT: Closed Session for Public Safety Building(s) and Pool Site Analysis for Possible Use(s) and/or Acquisition(s) of Site(s) Including 11015 N. Market Street.

Background

The Common Council may enter into closed session pursuant to Wis. Stat. § 19.85(1)(e) for the purposes 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 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 considering and defining the strategies the Council would use for negotiations related to the potential use or acquisition of property.

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)(e) for the purposes 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.

Attachment: Public Closed Session Memo re JCC pool - 9-24 (9672 : Closed session public memo)