



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2914
Fax: 262-242-9655

www.ci.mequon.wi.us

Office of the City Clerk
Taped and Televised

**COMMON COUNCIL
Regular Meeting
Tuesday, October 11, 2022 - 7:30 PM
or Immediately Following the
Committee of the Whole Meeting
Christine Nuernberg Hall**

Agenda

1) Call to Order

2) Pledge of Allegiance

3) Roll Call

4) Public Hearings: None.

5) Personal Appearances and Public Comment:

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

6) Public Officials' Reports:

- a) Mayor
- b) City Administrator
 - 1) WisDOT Update: I-43 Expansion

7) Consent Agenda:

- a) Common Council meeting minutes of September 13, 2022
- b) Architectural Board meeting minutes of August 8, 2022
- c) Economic Development Board meeting minutes of July 26, 2022
- d) Festivals Committee meeting minutes of August 17, 2022
- e) Finance-Personnel Committee meeting minutes of August 10, 2022
- f) Joint Mequon-Thiensville Bike and Pedestrian Way Commission meeting minutes of August 11, 2022

- g) Planning Commission meeting minutes of July 25, 2022
- h) Public Welfare Committee meeting minutes of August 10, 2022
- i) Public Works Committee meeting minutes of August 10, 2022
- j) Sewer Utility District Commission meeting minutes of August 10, 2022
- k) Zoning Enforcement and Site Compliance Report Through October 3, 2022
- l) **RESOLUTION 3982** - A Resolution Approving a Development Agreement for The Enclave at Mequon Preserve South Phase III, a 12-Lot Subdivision Located at 7901 W. Preserve Parkway; **Recommended by Planning Commission September 19, 2022.**
- m) **RESOLUTION 3983** - A Resolution Approving the Final Plat for Phase II of The Woods at Highland Park, a 5 Building, 10-Unit Condominium Development Located in the Vicinity of 12431 Green Bay Road, 12424 North Green Bay Road and 5555 W. Highland Drive; **Recommended by Planning Commission on September 19, 2022.**
- m) Ordinance First Readings

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

- 1) **ORDINANCE 2022-1629** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code, Establishing Veterinarian Clinics as a Conditional Use in the B-1 (Neighborhood Commercial) Zoning District; **Recommended by Planning Commission September 19, 2020; First Reading.**
- 2) **ORDINANCE 2022-1630** - An Ordinance Amending Section 2-216(10) of the Mequon Municipal Code, Increasing the Annual Carry-Over Limit for Paid-Time-Off Amongst Non-Represented Employees from 40 Hours to 80 Hours; **Recommendation Forthcoming by Finance-Personnel Committee October 11, 2022; First Reading.**

8) Ordinances: None.

9) Resolutions:

- a) **RESOLUTION 3984** - A Resolution Approving a Town Center Business Loan in the Amount of \$25,000 Between Bank Five Nine and Mammoth Fitness, for a Fitness Center Located at 6400 West Mequon Road; **Recommended by Economic Development Board on September 20, 2022; Recommendation Forthcoming by Finance-Personnel Committee October 11, 2022.**
- b) **RESOLUTION 3985** - A Resolution Disallowing the Claim of Kay-Xiong Yang Dated September 16, 2022; **Recommendation Forthcoming by Finance-Personnel Committee October 11, 2022.**

10) Specified Unfinished Business From Prior Meetings: None.

11) Specified New Business: None.

12) Potential Closed Sessions:

- a) Potential Claim Against the Mequon Police Department: The Common Council may convene into closed session pursuant to Wis. Stat. §19.85(1)(g) for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, and then may reconvene into open session to take such action as deemed appropriate.
- b) Acquisition of a Stormwater Drainage Easement Across the Property at 9731 N. Courtland Drive or Compensation for Landscaping within Existing Drainage Easement at 9703 and/or 9641 N. Courtland Drive: The Common Council may convene into closed session pursuant to Wis. Stat. §19.85(1)(e), deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as deemed appropriate.

13) Adjourn

Dated: October 6, 2022

/s/ Andrew Nerbun, Mayor

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

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



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**COMMON COUNCIL
Regular Meeting
Tuesday, September 13, 2022
7:30 PM
Christine Nuernberg Hall**

Minutes

1) Call to Order

Mayor Nerbun called the meeting to order at 7:44 PM.

2) Pledge of Allegiance

3) Roll Call

Present:

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

Also present: City Administrator Jones, City Attorney Sajdak, City Clerk Fochs, Assistant City Administrator Schoenemann, Community Development Director Tollefson, Assistant Community Development Director Zader, Engineering and Public Works Director Lundeen, Fire Chief Bialk, Police Chief Pryor, Deputy Fire Chief Zellmann, press and interested public.

4) Public Hearings:

- a) **ORDINANCE 2022-1628** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code to Rezone the Property Located at 10766 Torrey Drive from R-3 (Single-Family Residential) to R-3 with a Planned Unit Development (PUD), to Allow an 11-Lot Cluster Residential Subdivision; **Recommended by Planning Commission June 27, 2022; First Reading at Common Council July 12, 2022.**

1) Public hearing

Motion to open the public hearing for **ORDINANCE 2022-1628.**

Attachment: 09-13-22_Accela draft minutes (7682 : Common Council meeting minutes of September 13, 2022)

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

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

Motion to close the public hearing for **ORDINANCE 2022-1628**.

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

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

2) Consideration of ordinance

ORDINANCE 2022-1628 An Ordinance Amending Chapter 58 of the Mequon Municipal Code to Rezone the Property Located at 10766 Torrey Drive from R-3 (Residential 1-Acre) to R-3 with a Planned Unit Development (PUD), to Allow for an 11-Lot Cluster Residential Subdivision.

Assistant Community Development Director Zader provided an update stating that the bike path will now go from the outlot to North Fairway Circle and he reiterated that all buildings shall maintain a minimum building setback of 30' from the public road right-of-way.

A friendly amendment was made to amend Section I (1)(M) to read "There shall be an asphalt bike path that connects to North Fairway Circle. The path shall be located in an outlot and be a minimum of 10 feet in width."

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

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

5) Personal Appearances and Public Comment: None.

6) Public Officials' Reports:

- a) Mayor: Mayor Nerbun announced that the Taste of Mequon was a huge success and thanked the Committee and staff for their hard work.

- 1) Proclamation Honoring Vertz Marketing as Ozaukee Economic Development Council's 2022 Small Business of the Year

Mayor Nerbun read the proclamation honoring Vertz Marketing as the Ozaukee Development Council's 2022 Small Business of the Year. Congratulations to Vertz Marketing!

- 2) Proclamation Honoring Hayes Performance Systems as Ozaukee Economic Development Council's 2022 Large Business of the Year

Mayor Nerbun read the proclamation honoring Hayes Performance Systems as the Ozaukee Development Council's 2022 Large Business of the Year. Congratulations to Hayes Performance Systems!

b) City Administrator

City Administrator Jones announced that the City's budget will be distributed to the Council on Monday, September 26, 2022. Additionally, there will be an Appropriations Committee meeting on Thursday, October 6, 2022. Lastly, WisDot will be at the October 11, 2022 Common Council meeting to provide an update on the I-43 construction project.

7) Consent Agenda:

- a) Common Council meeting minutes of August 10 and August 29, 2022.
- b) Architectural Board meeting minutes of July 11, 2022.
- c) Board of Review meeting minutes of May 12 and August 24, 2022.
- d) Festivals Committee meeting minutes of July 20, 2022.
- e) Finance-Personnel Committee meeting minutes of July 12, 2022.
- f) Joint Mequon-Thiensville Bike and Pedestrian Way Commission meeting minutes of July 14, 2022.
- g) Mequon Municipal Water Utility Commission meeting minutes of June 14, 2022.
- h) Park and Open Space Board meeting minutes of June 22, 2022.
- i) Public Safety Committee meeting minutes of July 12, 2022.
- j) Public Welfare Committee meeting minutes of July 12, 2022.
- k) Sewer Utility District Commission meeting minutes of June 14, 2022.
- l) Zoning Enforcement and Site Compliance Report through September 1, 2022.

Motion to approve the Consent Agenda, Items A-L.

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

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

8) Ordinance:

- a) **ORDINANCE 2022-1618** - An Ordinance Creating Section 10-26 of the Mequon Municipal Code, Related to Residential Swimming Pools.

Motion to remove **ORDINANCE 2022-1618** from the table.

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

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

Brian Miller spoke in support of **ORDINANCE 2022-1618** which allows pool safety covers in lieu of fencing only around pools.

City Attorney Sajdak summarized the changes that were made since the ordinance was before the Common Council last. They are: 1) Responsible supervisor should be someone who is at least 15 years old, 2) responsible supervisor must be outdoors within 10 feet of the pool area, 3) power safety covers are only allowed in single-family residences in single-family zoning districts, 4) safety cover has to be 30 feet from the lot line, 5) repeated violations of the code constitutes a public nuisance with potential abatement mechanisms, and 6) all standards referenced within the code are the current standards in place at the installation of the safety feature. A friendly amendment was made to increase the carrying capacity to 2000 lbs.

Council discussion ensued on enforcement ability and enforcement options, staff support, no history of drowning, safety of retention ponds and lakes, consequences of pool cover malfunction, and policies in other municipalities.

RESULT: **Approved as Amended by Roll Call Vote [5 to 3]**
MOVED BY: Alderman Bushee
SECONDED BY: Alderman Gierl

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

9) Resolutions:

- a) **RESOLUTION 3977** - A Resolution Authorizing an Amendment to the Contract for the Design of Proposed Pedestrian and Traffic Safety Improvements Along Mequon Road from Buntrock Avenue East Towards Cedarburg Road, to R.H. Batterman & Co, Inc. of Beloit, Wisconsin, in an Amount Not-to-Exceed \$50,240.

The Committee of the Whole amended the contract amount from \$50,240 to \$61,540.

Bob Walerstein spoke in favor of **RESOLUTION 3977**.

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

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

- b) **RESOLUTION 3978** - A Resolution Approving Amendments to the City's FY2022 Fee Schedule, in Connection with Ambulance and Emergency Medical Transport Fees.

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

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

- c) **RESOLUTION 3979** - A Resolution Authorizing the Purchase of Road Signs in the Amount of \$35,000 from the Right-of-Way Assets Capital Account to Replace Signage Along Streets Included in the City's Annual Road Program from 2015-2018.

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

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

- d) **RESOLUTION 3980** - A Resolution Approving an Amendment to a Funding Agreement Between the City of Mequon and the Milwaukee Metropolitan Sewerage District, Increasing the Amount by \$726,343 for Sewer Lateral Work to Reduce Infiltration and Inflow from Private Property Sources.

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

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

- e) **RESOLUTION 3981** - A Resolution Approving Award of a Contract to Install Building Sewer Lateral Clean-outs in the Riverdale Park Lift Station "F" Area to MJ Construction, Inc. of Milwaukee, Wisconsin, in the Amount of \$755,060.

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

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

10) Specified Unfinished Business From Prior Meetings: None.

11) Specified New Business: None.

12) Potential Closed Session(s):

- a) **Legal Services:** The Common Council may convene into closed session pursuant to Wis. Stat. §19.85(1)(c) for the purpose of considering employment, promotion, compensation or performance evaluation data of any public official over which the governmental body has jurisdiction or exercises responsibility, and Wis. Stat. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as deemed appropriate.

Motion to go into Closed Session to discuss Legal Services.

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

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

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

Motion to go into Closed Session to discuss the Potential Claim Against the Mequon Police Department.

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

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

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

Motion to go into Closed Session to discuss the Ozaukee County Communications Services Agreement.

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

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

The Common Council convened into Closed Session at 8:43 PM.

13) Adjourn

Motion to adjourn at 9:18 PM.

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

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

Respectfully Submitted,
Kathy Andrykowski
Deputy Clerk



11333 N. Cedarburg Road
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 Phone: (262) 236-2924
 Fax: (262) 242-9819

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INSPECTION DIVISION

ARCHITECTURAL BOARD MINUTES
Monday, August 8, 2022
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, Curtis Helm, Janet Ehn,
 Bluma Lotman, Anthony LaGalbo

Building Inspector: Martin Schoenknecht

2. Meeting Minutes

Minutes from the July 11, 2022, meeting were approved by Vice-Chairman Paul Apfelbach and seconded by District Six Representative Janet Ehn.
 Minutes were approved unanimously.

Attachment: Arch Brd minutes_08-08-22 (7763 : Architectural Board meeting minutes of August 8, 2022)

3. Application Submittals:

No.	Alder. District /Time	Type of App	Owner(s) / Project Address	Contractor
1)	Dist. 3 6:00 pm	New Single-Family Residence	Veridian Homes LLC 10518 N. Coneflower Court Subd: The Enclave	Cont: Veridian Homes LLC Arch: Veridian Homes LLC
Moved to Approve: <u>Helm</u> Seconded by: <u>Apfelbach</u> Approved: <u>Yes</u> Vote: <u>Unanimously</u> Conditions: Plans approved as submitted with the following conditions: 1. Remove stone on the garage bump-out on front elevation. 2. Remove Smart Shake on the garage bump-out on front elevation and replace with horizontal siding instead. 3. Add window to garage on rear elevation. 4. Add window to flex room on right elevation. 5. Equal treatment of all gables returns or removal of all.				
2)	Dist. 3 6:05 pm	New Single-Family Residence	Veridian Homes LLC 7852 W. Preserve Parkway Subd: The Enclave	Cont: Veridian Homes LLC Arch: Veridian Homes LLC
Moved to Table: <u>Reed</u> Seconded by: <u>Ehn</u> Approved: <u>No</u> Vote: <u>Unanimously</u> Conditions: Tabled for redesign to be consistent with the guidelines. Suggestions include: 1. Add windows to right elevation. 2. Balance of stone on front elevation. Board did approve an early start permit for footing and foundation only.				

Attachment: Arch Brd minutes_08-08-22 (7763 : Architectural Board meeting minutes of August 8, 2022)

3)	Dist. 5 6:10 pm	New Single-Family Residence	Lance & Elizabeth Gehrett 12333 N Lake Shore Drive Subd: N/A	Cont: Tim O'Brien Homes Arch: Tim O'Brien Homes
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Moved to Approve: Apfelbach
 Seconded by: Helm
 Approved: Yes
 Vote: Unanimously

Conditions: Plans approved as submitted.

4)	Dist. 5 6:15 pm	Detached Garage	Tom & Mary Holton 11444 N. Shorecliff Lane Subd: Shorecliff Park	Cont: Wade Design & Const. Arch: Wade Design & Const.
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Moved to Approve: LeGalbo
 Seconded by: Apfelbach
 Recused: Wade
 Approved: Yes
 Vote: Unanimously

Conditions: Plans approved as submitted.

5)	Dist. 7 6:25 pm	Addition: Sunroom	Brian Immel 3404 W. Burgundy Court Subd: Lac Du Cours	Cont: Owner Arch: Owner
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Moved to Table: Reed
 Seconded by: LaGalbo
 Approved: No
 Vote: 5-1-1 (Apfelbach/Opposed & Wade/Abstained)

Conditions: Tabled for redesign; requesting clearer drawing with details and include a survey.

6)	Dist. 1 6:35 pm	Addition: Master Suite and Office	Amy Braeger 13700 N. Riverland Road Subd: N/A	Cont: MLK Carpentry Design Arch: MLK Carpentry Design
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Moved to Approve: Apfelbach
 Seconded by: Wade
 Approved: Yes
 Vote: 6-0-1 (Helm-Abstained)

Conditions: Plans approved as submitted with the following conditions:

1. Add grids to two upper windows on right elevation.
2. Add stone beltline to right elevation and all stone should end on an inside corner.

7)	Dist. 1 6:45 pm	New Single-Family Residence	Miguel Rivero & Megan Paetz 13842 N. Pine View Court Subd: Riverland Estates	Cont: Anderson Homes LLC Arch: Anderson Homes LLC
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Moved to Approve: Wade
 Seconded by: Apfelbach
 Approved: Yes
 Vote: Unanimously

Conditions: Plans approved as submitted.

8)	Dist. 6 6:50 pm	Resubmittal: New Single-Family Residence	Howard & Cheri Bubrick 10956 N. Oriole Lane Subd: N/A	Cont: Ware Design Build Arch: Ware Design Build
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Moved to Approve: Reed
 Seconded by: Wade
 Approved: Yes
 Vote: 6-1 (Ehn Opposed)

Conditions: Plans approved as resubmitted with the condition that a third (TR3020) centered transom window is added to the left elevation.

Note: Jay Doyle with Kingfogl Construction appeared at the meeting to voice his concerns as to the style and size of the home.

4. **Action:**

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

A vote was taken; vote passed unanimously.

Meeting adjourned at 7:07 p.m.



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ECONOMIC DEVELOPMENT BOARD

Tuesday, July 26, 2022

8:00 AM

Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Present:

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

2) Approval of Meeting Minutes from June 28, 2022

Action

Ald. Schneider made a motion to approve the June 28, 2022, meeting minutes.

Board Member Johnson seconded the motion.

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

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

3) TIF Incentive Policy

Chairman Carr thanked Asst. Dir. Zader for his presentation to the Committee of the Whole on behalf of the EDB.

Asst. Dir. Zader stated that there was a lot of support for the policy changes as well as some suggestions made (also listed in the report):

1. Sunset the provision for 5-7 years as this will incentivize development to happen more quickly and as it is related to the expiration of the TIF in 2030.
2. High priority uses need more definitions. Additionally, adopt the incentive policy concurrent with the design guidelines and the zoning approval.
3. Incentivize the Sobelman and Ferrante buildings to remain as same uses.

He concluded that overall there is support of the changes and a high level of interest in the redevelopment of the south portion of Port Washington Road.

There was discussion about the Sobelman's and Ferrante's buildings and whether the preference is to tear down those buildings or have them repurposed. It was commented that these are different sites with different setbacks and different challenges. The preference is to have a restaurant replace the Ferrante's building.

Dir. Tollefson suggested that other banks in the community could be approached to set up a new incentive that could be another tool to offer businesses.

Asst. Dir. Zader agreed that a list of prohibited uses would be beneficial. He answered that focusing on the high priority uses and the zoning changes should be the immediate focus.

Ald. Parrish suggested that the Board review the Neighborhood Commercial zoning uses as the uses will be similar for this area. He also stated that the north end of the Pavilions is a high priority area and that zoning will set the tone for the new areas as to what will be allowed. He does not believe that the north end and the south end of the Pavilions need to be the same zoning.

Dir. Tollefson stated that work to be done going forward includes:

- Breakdown of the Port Washington Road corridor into data and statistics and review with the Mayor.
- Policy Subcommittee will reconvene to work on the zoning regulations for the Port Washington Road southern corridor.
- Refine the financial policy – create administrative guidebook to be approved by the Council.
- Uses to be reviewed by EDB as zoning is assigned.

4) Outreach Event Subcommittee

Board member Johnson stated that the committee has not met since the last board meeting but shared the following updates:

- Foxtown supplied 5 available dates for the event this fall.
- Event could be done for \$5,000 – based on 75 attendees with an open bar, food and printed materials
- Suggested speakers: Tim Sheehy, Tom Nieman – or his son. Someone with a positive success story in Mequon.
- The rental space at Foxtown was discussed.

Dir. Tollefson added these updates:

- DCD budget has funds available for Board support.
- Donations can be accepted less than \$5,000 without any approvals.
- Staff should vet donations to ensure they comply with policy.

She also commented that without having the incentive policy approved in time for a Fall, there will not be the opportunity of a big announcement at the event. Additionally, the speakers need to deliver an authentic message. There needs to be some control regarding the speeches content and suggestions.

Board member Plautz suggested that there be a prep meeting with the speakers and possibly script could be requested ahead of time.

There was discussion regarding the date and whether there is enough time to put together the event for fall or whether it is best to wait until Spring. There was Board consensus that the event needs to be done correctly and that the incentive announcement is an important component. The Board also discussed whether this could be an annual event or grow into two events per year. There was agreement that the focus should be a celebration and highlight the successes in the city. There was discussion about whether the event held at Foxtown is appropriate considering the event may be focused on new facets of Port Washington Road (east side of town).

The subcommittee plans to meet in August to fine tune event details.

5) Staff Updates

Dir. Tollefson gave an update about new developments recently approved:

- New 11-lot subdivision located by the northern section of Gazebo Hills and east of North Shore Estates. The residents on Fairway Circle were adamant about not having a connection between their court and the proposed subdivision. The subdivision was approved by Planning Commission with a pedestrian/bike path connection (and not a road connection).
- MTC1 was approved to convert the second floor of the south building commercial space into 8 residential 1-bedroom apartments. This is allowed as part of the PUD as only 28 residential units are currently used of 150 allowed. A parking analysis was done as shows it will be beneficial to the development and each apartment will be assigned a parking space in the covered garage.

- Anytime Fitness and a new smoothie store was approved over in the Panera Bread development.
- Spirit Halloween will temporarily be using the DSW space until November 10th.

Ald. Parrish stated he has been working with the Council on the “absent” policy and some new content will be coming forward in the next few months.

6) Announcements

The next meeting is Tuesday, September 20, 2022, at 8:00 a.m.

7) Adjourn

Action

Board member Gannon made a motion to adjourn..

Board member McLean seconded the motion.

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

Meeting adjourned at 9:20 a.m.

Respectfully Submitted,

Kim Tollefson

Director of Community Development



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

www.ci.mequon.wi.us

FESTIVALS COMMITTEE
Wednesday, August 17, 2022
6:30 PM
North Conference Room

Minutes

1) Call to Order, Roll Call

Present:

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

Also Present: Executive Assistant Enea

2) Approval of Meeting Minutes

a. July Meeting Minutes

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

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

3) Party Ace Agreement

a. Party Ace Agreement

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

Attachment: Festival Meeting Minutes 081722 (7770 : Festivals Committee meeting minutes of August 17, 2022)

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

4) Vendor Updates

Executive Assistant Enea reported that there are a total of 9 artists, 12 non-food vendors, and 27 food & beverage vendors. The Committee agreed that no new vendors would be accepted at this point. Honey Down Farm requested to bring a goat for people to pet. The Committee agreed that would be okay.

5) Children's Area

Board & Brush is confirmed for the Children's Area and Winkie's is interested in being a vendor, only spaces available are in Children's Area.

6) Volunteer Update

A few more volunteers have expressed interest, Committee Member Hohn would reach out again to her contacts. Shorewest is currently soliciting help from their staff.

7) Festival Map

The Committee agreed to extend the footprint of the festival to just north of the Library parking lot. The Committee discussed how the Children's Area and artists would move out. They will use the access road behind City Hall. Also, discussed asking vendors how many vehicles they would be bringing.

8) Yard Signs/Posters/Media

Executive Assistant Enea will email everyone once posters and yard signs were available for pick-up.

9) Winter Wonderland

A discussion about Winter Wonderland was had. The Committee agreed that last year was disappointing since it wasn't full-blown due to COVID. It was decided that choirs, hot chocolate, fire pits, the Isham Day House, road closure, and horse/carriage would be used this year. Beyond the Design could provide bulk ornaments for children to make. The Committee also discussed the possibility of a 3rd event.

10) Next Meeting Date and Time

A. September 7 at 6:30 P.M.

11) Adjourn

Committee Member White moved to adjourn at 7:25 PM and Committee Member Liljegren seconded.

Respectfully Submitted,

Carrie Enea
Executive Assistant



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

www.ci.mequon.wi.us

Office of the City Administrator

FINANCE-PERSONNEL COMMITTEE

Wednesday, August 10, 2022

6:30 PM

North Conference Room

Minutes

1) Call to Order, Roll Call

Present:

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

Also present: William Jones, City Administrator, Justin Schoenemann, Assistant City Administrator, Jennifer Engroff, Finance Director, Marie Keyser, Assistant to the Finance Director, Caroline Fochs, City Clerk, Brian Sajdak, City Attorney, Jac Zader, Assistant Director of Community Development and other interested persons.

2) Approve Meeting Minutes

a. July 12, 2022 Finance-Personnel Meeting Minutes

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

MOVED BY: Alderman Bushee

SECONDED BY: Alderman Parrish

AYES: Bushee, Parrish, Strzelczyk

3) License applications

a. August, 2022 Licenses

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

MOVED BY: Alderman Bushee

SECONDED BY: Alderman Parrish

AYES: Bushee, Parrish, Strzelczyk

4) Vouchers Paid

a. July 2022 Vouchers Paid List

Alderman Bushee asked about psychological examinations for new hires. Mr. Schoenemann answered that the City does perform psychological examinations on new hires because of two reasons. One being to make sure the candidate is of sound mind before beginning their work at the City. The second is to help the City gain insight in how to help the candidate grow within their respective position and beyond.

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

MOVED BY: Alderman Strzelczyk

SECONDED BY: Alderman Bushee

AYES: Bushee, Parrish, Strzelczyk

5) Resolutions

- a. **RESOLUTION 3966** A Resolution Authorizing Execution of a Five-Year Lease Agreement for Print & Copier Services with Office Technology Group, Milwaukee, Wisconsin, in the Estimated Amount of \$68,415

Alderman Strzelczyk asked if this includes all printers and copy machines. Mr. Schoenemann replied "yes." Also he noted that there will be 24-7-365 support call-in if a device were to need service.

Alderman Bushee asked if the current copy machines/printers would be wiped clean of their memory. Mr. Schoenemann stated that the IT Manager will do that before they are sent back to the company.

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

MOVED BY: Alderman Strzelczyk

SECONDED BY: Alderman Bushee

AYES: Bushee, Parrish, Strzelczyk

- b. **RESOLUTION 3969** A Resolution Approving a Second Amendment to the Development Agreement for the Artesa Multi-Family Residential Development Located at 1130 North Buntrock Avenue, Transferring Ownership from Dermond Property Investments, LLC to Milwaukee Dermond, LLC

Alderman Parrish asked if these development agreements are recorded. Mr. Zader said "yes they are." Alderman Strzelczyk asked if this is simply new owners and the agreement is still the same. Mr. Zader responded that it is just new ownership.

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

MOVED BY: Alderman Bushee

SECONDED BY: Alderman Strzelczyk

AYES: Bushee, Parrish, Strzelczyk

6) Information Items

- a. 2022 YTD Investment Report as of 6/30/2022

Finance Director Engroff stated that on the investment side, Quarter 2 showed another decrease in performance. However, the portfolio is ultra conservative and these losses are

unrecognized because the City holds to maturity and realizes at least at par value. She also stated Dana Investment Advisors will be invited to the November meeting to align with third quarter reporting to give the Committee an update on performance.

On the cash side, there was a decrease of about \$20M from the end of Quarter 1 to the end of Quarter 2. The City invested \$10M from the bond proceeds that was just issued in March, invested \$5M in excess cash and ARPA funds and \$2M was paid for the Highland Road interchange. The rest is related to payroll, benefits and payables.

b. Finance & Personnel Work Plan

7) Adjourn

A motion to adjourn was made at 6:43 PM by Alderman Bushee, seconded by Alderman Parrish. All voted in favor "aye."

Respectfully Submitted,

Marie Keyser
Assistant to the Finance Director



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



www.ci.mequon.wi.us

Public Works Department

Joint Mequon-Thiensville Bike and Pedestrian Way Commission

Thursday, August 11, 2022

9:00 AM

North Conference Room

Minutes

1. Call to Order and Roll Call

Chair Azinger called the meeting to order at 9:02 AM

Present:

Commissioner Kenneth Maciolek
Chair T. Azinger
Commissioner Jim Doornek
Commissioner Ron Heinritz
Commissioner Kristin Wade

Absent:

Commissioner Rob Holyoke
Commissioner John Liegeois

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

2. Approval of Meeting Minutes

July 14, 2022 Minutes

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

MOVED BY: Commissioner Heinritz

SECONDED BY: Commissioner Doornek

AYES:	Maciolek, Azinger, Doornek, Heinritz, Wade
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3. Resident Communications

Chair Azinger stated there were no residents in attendance.

4. Discussion/Action Items

- Master Plan Scope of Services: Additional Tasks and Full Review

Assistant City Engineer McCraw presented an overview of Tasks 9 & 10. The Commission then reviewed all tasks, and the requested updates were made during the meeting by McCraw. Member Doornek suggested for clarity to include Thiensville in task language. Chair Azinger requested McCraw to revise the Request for Proposal (RFP) language to universally address the City of Mequon and Village of Thiensville following the meeting. Chair Azinger expressed the need for an overlay on GIS for future updates. McCraw proposed to add language in the RFP to honor bids for a determined amount of time. Member Doornek asked how to address Thiensville's monetary participation. Director of Public Works/City Engineer Lundeen suggested that once all the numbers are in that Thiensville could be asked to contribute a percentage of the costs. Next month's meeting will include a final review of the Master Plan Scope of Services and then the RFP will be issued.

b. Range Line Road Asphalt Path

Assistant City Engineer McCraw presented this informational item, advising Alderman Parrish wished to bring attention to the ongoing concern of the asphalt "path" or ditch area between Mequon Road and Lakeshore Middle School. This area could be analyzed as part of the RFP that the Commission is preparing. Chair Azinger does not want to see this pathway removed despite current lack of use. Member Wade stated that she feels it is an essential route for students biking to Lakeshore Middle School and Lumen Christi and is a main artery. Azinger suggested adding it as a survey question, asking if your child had a safe route to bike or walk to school, would they utilize it?

5. Other Business

Member Doornek asked for discussion of the 8/9/22 News Graphic article - [A road map for Mequon's future](#) and OIT kiosk items relating to maintenance be added to next month's meeting.

6. Adjourn

Motion to Adjourn at 10:06 AM

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

MOVED BY: Commissioner Wade

SECONDED BY: Commissioner Maciolek

AYES:	Maciolek, Azinger, Doornek, Heinritz, Wade
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Respectfully Submitted,

Kris Leach



11333 N. Cedarburg Road
 Mequon, WI 53092
 Phone: 262-236-2904
 Fax: 262-242-9655

www.ci.mequon.wi.us

Department of Community Development
 Taped and Televised

PLANNING COMMISSION
Regular Meeting
Monday, July 25, 2022
6:00 PM
Christine Nuernberg Hall

Minutes

Mayor Nerbun called the meeting to order.

1) Call to Order, Roll Call

Present:

Chair Andrew Nerbun
 Commissioner Gregg Bach
 Commissioner Martin Choren
 Commissioner Dan Gentges
 Commissioner Stephanie Hawley
 Commissioner Rebecca Schaefer
 Commissioner John Stoker
 Alderman Robert Strzelczyk - **Absent**
 Commissioner Rick Lemke - **Absent**
 Commissioner James Schaefer - **Absent**

2) Approval of Minutes from June 27, 2022

Action

Commissioner Hawley made a motion to approve the July 26, 2022, meeting minutes.
 Commissioner R. Schaefer made a motion to second the motion.
A voice vote was taken; vote passed (7-0)

Attachment: Planning Comm minutes_07.26.22_FINAL (7783 : Planning Commission meeting minutes of July 25, 2022)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John Stoker, Commissioner
SECONDER:	Rebecca Schaefer, Commissioner
AYES:	Nerbun, Bach, Choren, Gentges, Hawley, R. Schaefer, Stoker
ABSENT:	Strzelczyk, Lemke, J. Schaefer

3) Consent/Public Hearing

- a) Lakeside Development for Partnership LSD. The applicant is seeking conditional use grant approval to allow for a medical office for the property located at 1535 W. Market Street (The Milwaukee Hand Center).

Action

Commissioner R. Schaefer made a motion to open a public hearing.

Commissioner Stoker seconded the motion.

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

No public comment.

Action

Commissioner Stoker made a motion to close the public hearing.

Commissioner R. Schaefer seconded the motion.

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

Per applicant request, Mayor Nerbun removed item (d) from the consent agenda.

Items a, b, c and e were voted on and approved

Action

Commissioner Stoker made a motion to approve 3 consent items

Commissioner R. Schaefer seconded the motion.

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

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John Stoker, Commissioner
SECONDER:	Rebecca Schaefer, Commissioner
AYES:	Nerbun, Bach, Choren, Gentges, Hawley, R. Schaefer, Stoker
ABSENT:	Strzelczyk, Lemke, J. Schaefer

- b) Lakeside Development for Partnership LSD. The applicant is seeking conditional use grant approval to allow for a medical office for the property located at 1511 W. Market Street (Well Family Chiropractic).

RESULT: **APPROVED [UNANIMOUS]**
MOVER: John Stoker, Commissioner
SECONDER: Rebecca Schaefer, Commissioner
AYES: Nerbun, Bach, Choren, Gentges, Hawley, R. Schaefer, Stoker
ABSENT: Strzelczyk, Lemke, J. Schaefer

- c) Daystar Properties. The applicant is seeking conditional use grant approval to allow for a medical clinic for the property located at 1500 W. Market Street (North Shore Center, LLC).

RESULT: **APPROVED [UNANIMOUS]**
MOVER: John Stoker, Commissioner
SECONDER: Rebecca Schaefer, Commissioner
AYES: Nerbun, Bach, Choren, Gentges, Hawley, R. Schaefer, Stoker
ABSENT: Strzelczyk, Lemke, J. Schaefer

- d) Concord Development Company. The applicant is seeking conditional use grant approval to allow for a fitness center for the property located at 1350-1370 W. Mequon Road (Anytime Fitness).

The agent for Anytime Fitness explained that the owner is conducting a market elevation and may want a larger floorplan than originally communicated on the submitted request. The current proposal includes 3 bays, and they may wish to expand into a 4th bay with a total of 7,500 sq. ft.

Asst. Dir. Zader stated that the large square footage change would require an amendment to the CUG so that a review of the new proposed floorplan and parking needs can be evaluated and reviewed as necessary.

Mayor Nerbun recommended that if the item comes back to Planning Commission for an amendment within the next three months, that the \$717 conditional use amendment fee be reduced to a \$199 minor request fee to cover the notification and mailing costs so that the item can come back for reconsideration with the additional square footage included.

There was discussion among the Commission regarding lighting in the parking lot and near the business entry for safety due to the 24-hour business operating hours.

Action

Commissioner Stoker made a motion to approve this item subject to staff conditions as well as with the condition that if the item comes back in October that the fee would be reduced to \$199 and that the lighting will remain on 24-hours in the parking lot.

Commissioner Choren seconded the motion.

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

RESULT: **APPROVED WITH CONDITIONS [7 TO 0]**
MOVER: John Stoker, Commissioner
SECONDER: Martin Choren, Commissioner
AYES: Nerbun, Bach, Choren, Gentges, Hawley, R. Schaefer, Stoker
ABSENT: Strzelczyk, Lemke, J. Schaefer

- e) Concord Development for GF-Smoothies. The applicant is seeking conditional use grant approval to allow for a restaurant for the property located at 1400 W. Mequon Road.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: John Stoker, Commissioner
SECONDER: Rebecca Schaefer, Commissioner
AYES: Nerbun, Bach, Choren, Gentges, Hawley, R. Schaefer, Stoker
ABSENT: Strzelczyk, Lemke, J. Schaefer
DEEMED NO: Barnes, Goldberger, Parrish

4) Regular Business

- a) Mark Hilgendorf. The applicant is seeking minor request approval for a 2,100 sq. ft. (42' x 50') accessory structure for the property located at 11521 W. Mequon Road.

Asst. Dir. Zader stated that the request is for a 2,100 sq. ft agricultural building. It is a canvas hoop house structure with white and green stripes. The owner stated that it will house agricultural equipment and will be in place for about 10-15 years, which is considered a permanent structure under the code. Staff recommends denial of the request as there are no other buildings on site that match this type of structure or color. Typically, buildings over 1,000 sq. ft. are constructed of metal or steel. There have not been other requests for this type of building in the city.

The applicant, Mark Hilgendorf, stated that this type of building is very common. He offered to make it any color. He explained it is in the back and not seen from the public road and it is much more affordable than other materials.

The Commission discussed the materials, shape and the colors of the proposed hoop house structure. There was support for the cost difference of this type of structure as well as that this type of use should be allowed but concern that this approval could set precedent for this type of structure elsewhere in the city. Staff mentioned that a neighbor is opposed to the proposed location of the structure.

Action

Commissioner Choren made a motion to deny this item per staff recommendation.

Commissioner Hawley seconded the motion.

A roll call vote was taken; vote failed (No: Nerbun, R. Schaefer, Gentges, Stoker)

Mayor Nerbun suggested the proposal be modified to better match the other structures on site, to place it further from the neighbor and to include screening.

Action

Commissioner R, Schaefer made a motion to table the item.

Commissioner Gentges seconded the motion.

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

RESULT:	TABLED [7 TO 0]
MOVER:	Rebecca Schaefer, Commissioner
SECONDER:	Dan Gentges, Commissioner
AYES:	Nerbun, Bach, Choren, Gentges, Hawley, R. Schaefer, Stoker
ABSENT:	Strzelczyk, Lemke, J. Schaefer

- b) Lokre Companies. The applicant is seeking building and site plan amendment approval to allow for a conversion from office/commercial use to residential use for the property located at 11205 - 11315 N. Cedarburg Road and 5900-6048 W. Mequon Road (2nd floor of the South Bldg).

Asst. Dir. Zader stated that this request is to convert the south building second floor into single family apartments. The PUD for the development allows up to 50 units and only 28 units have been used due to bigger unit sizes, so units can be added without a PUD amendment. The apartments will be roughly 800 sq. ft. A parking analysis was conducted by TADi and a report that was accidentally omitted from the packet was on the dais for the Commissioners review. The findings show that during the week the apartments are beneficial but on Saturdays around 7:00 pm the apartments cause the parking count to be -7 spaces. A calculation for the entire development at 7:00 p.m. was run and there is excessive parking due to other commercial uses not open at that time. Staff has required that for each apartment there is 1 spot available in the north building covered garage area. He stated that there is excessive underground parking as well and surface parking if needed. Staff does recommend the item per the conditions in the staff report.

The applicant, Victor Anderson, stated they will all be luxury 1-bedroom apartments and agrees to one assigned parking spot in the covered garage per apartment.

Action

Commissioner Stoker made a motion to approve per staff recommendations

Commissioner Hawley seconded the motion.

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

RESULT:	APPROVED [7 TO 0]
MOVER:	John Stoker, Commissioner
SECONDER:	Stephanie Hawley, Alternate
AYES:	Nerbun, Bach, Choren, Gentges, Hawley, R. Schaefer, Stoker
ABSENT:	Strzelczyk, Lemke, J. Schaefer

c) Hickory Hollow Subdivision. The applicant is seeking open space plan and easement amendment approval for the property located at 9801 N. Old Barn Road.

Public Feedback

John Rothstein – 217 E. Chowning Square – supports this amendment.

Julie Rothstein – 217 E. Chowning Square – supports this amendment. She explained there are 39 families in the neighborhood, and they would like to self-regulate as much as possible.

Residents that support the amendment but do not wish to speak:

Amy Erpenbeck – 124 W. Boundary Square
 Liz Weir - 140 W. Boundary Road
 Celeste & Glen Arnold – 236 E. Chowning Square
 Julie & Greg Lutz – 117 W. Boundary Road
 Todd Burner – 102 E. White Oak Way

Asst. Dir. Zader stated that this is a somewhat unusual situation in that this was approved for the Hickory Hollow subdivision back in the 1970's. Staff received a number of complaints last winter regarding some of the uses on site, activities in the barn and the ice rink on the vacant lot, south of the barn. Staff looked through files and did not find much information regarding restrictions. There is an open space easement that is part of the HOA documents that were approved by the City which does mention several items in the open space but not many details about the regulations. Staff believes this is a good time to bring this in front of the Commission for an amendment and to codify these things to eliminate issues going forward.

Asst. Dir. Zader explained there is a neighborhood adjacent to Hickory Hollow, and it is a balancing act of protecting those neighbors from any negative impact as well as the city not to be involved with overly regulating the subdivision. He stated the issue of the ice rink will not be discussed at this meeting as there would need to be a PUD Amendment to use the vacant lot for this purpose. Staff did attempt to codify the existing regulations on Outlot 4, which consists of the pool, the tennis courts and the barn. The barn has a caretaker unit on the lower level and a clubhouse on the 2nd floor. The fire department and inspections departments have been working with the HOA to clean up a few existing code violations. Staff worked with the HOA president to compile a list of criteria for restrictions to be included in the amendment:

- Pool hours need to be determined.
- The barn, pool and tennis courts shall be only used by residents of the association and guests. No leasing or renting the clubhouse space to outside entities
- No amplified music outside past 9:00 p.m.
- Activities on Lot 28 would need a PUD Amendment.

- Police must be contacted prior to any large event that includes parking on the street.

Staff supports the conditions listed in the report. Due to the open space easement being a part of the HOA documents, one of the conditions is that it gets formally approved by the HOA and incorporates those conditions in there as well.

Phil Weir, Hickory Hollow HOA President, stated they are concerned about the safety issues, and they are taking the code mediations very seriously. He explained that the members of the HOA have expressed their interest in maintaining control of the regulations regarding their subdivision. They will ensure they criteria for regulations are included in their HOA documents.

The Commission supported the HOA getting the barn into compliance as the safety issues are a concern. They asked questions regarding the use of the barn and the typical hours when neighbors are using the pool. There was discussion about country club pools and their operating hours as guidelines in recommending pool hours. Mr. Weir expressed the desire to be able to self-regulate their own subdivision. There was a suggestion to make a modification for condition #5 in the staff report to allow for a certain number of events per year that can exceed the standard time restrictions.

Action

Commissioner R. Schaefer made a motion to approve per staff conditions with the amendment that the pool and barn hours are not to exceed 11:00 p.m. on weekdays and midnight on weekends, outdoor amplified music not to exceed past 9:00 p.m. on weekdays and 10:00 p.m. on weekends with the exception of 4 events per year that must be notified to all neighbors.

Commissioner Stoker seconded the motion.

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

RESULT:	APPROVED WITH CONDITIONS [7 TO 0]
MOVER:	Rebecca Schaefer, Commissioner
SECONDER:	John Stoker, Commissioner
AYES:	Nerbun, Bach, Choren, Gentges, Hawley, R. Schaefer, Stoker
ABSENT:	Strzelczyk, Lemke, J. Schaefer

- d) Torrey Drive, LLC for Carol Wiensch. The applicant is seeking rezoning recommendation from R-3 to R-3/PUD and concept plan approval to allow a 11-lot subdivision for the property located at 10766 Torrey Drive.

Commissioner Stoker recused himself.

Public Feedback

Scott Rolfs – 7831 W. Rolling Field Drive – he is opposed and while he does not live in the surrounding area, but he has relatives near this area, and he has been a long time Mequon resident. He does not support the constant growth in the city, and he believes this area will be too congested. He requests that at the minimum, that the connection between the subdivisions not be

approved.

Rob Fetherson – 102020 N. Fairway Circle – he is opposed due to the wildlife being eliminated from this parcel as well as the noise brought to a currently quiet area. He strongly opposes the connection between the subdivisions due to safety issues, increased opportunity for criminal activity and the change from a private residential environment to a public one.

Jeff Tunney - 3110 W. Valleyview Court – he is not opposed to the development, but he vehemently opposed to the proposed access road. He has received a lot of feedback from residents in North Shore Estate subdivision that also opposed to the access due to increased traffic and safety concerns.

Residents that support the development but oppose the access thoroughfare:

Ryan & Kate Buyueske – 3427 W. Clubview Court

Rachel & Andrew Moracuk- 3424 W. Clubview Court

Laverne Knoll – 10714 N. Fairway Circle – he is a lifetime civil engineer, and he is concerned the proposed access road and impervious surface will negatively impact the existing erosion on Fairway Lane.

Rick Paler – 3407 W. Meadowview Court – he is opposed to the connection as a safety concern for the many young kids in the neighborhood and he believes no outlet in the subdivision deters criminal activity.

Justin Strom – 10708 N. Fairway Circle – he is supportive of the proposed development, but he does not support the road connection and encourages the Commission to eliminate condition #14 in the staff report from the approval.

A few residents from Gazebo Hills spoke and reiterated sentiments that the road connection and traffic is not desired as it would change the characteristics of the neighborhood.

Asst. Dir. Zader stated that the parcel is currently zoned 1-acre. He explained that this is one of the last undeveloped parcels in the area. The proposed plan shows 11 lots, approximately .7 acres each and is compatible to the surrounding neighborhood. There is a pocket of specimen trees and staff is recommending that the trees be put in an outlot and not on private property, which will leave one isolated specimen tree that will need to be protected. Staff is also recommending larger open space along two sides so that there is 30 feet all around. The applicant is requesting 25 feet on the north and the east sides and staff would accept this as both sides abut other open space areas to provide more buffer. A natural trail around the perimeter of the development is recommended.

Asst. Dir. Zader explained that if the Commission does not recommend the road connection for approval that a hardscape path that would connect the cul du sac with the public road cul du sac be recommended. Staff recommends approval according to the conditions in the report.

The Commission discussed the connection and noted that a bike path is recommended as it

would not majorly impact the lots.

Mayor Nerbun stated that he does not support the road connection, but he does support the pedestrian bike path connection.

The applicants, Paul Apfelbach and Fred Bersh, stated this development was designed after Gazebo Hills subdivision. They met with the neighbors and the Alderwoman and are pleased with the feedback and support for this project. Mr. Apfelbach stated they are requesting a 30-ft front yard setback instead of the 50-ft set back listed in the staff report. They do not want the road connection and are requesting it be eliminated for the staff report conditions. He stated they are also requesting 25 feet outlot to be consistent with Gazebo Hills and to include the specimen trees. Mr. Bersch said they are supportive of the bike path connection but are uncertain where it would be located.

Asst. Dir. Zader stated that the 30-foot front yard setback requested by the applicant is acceptable to staff as it keeps the proposed homes further away from existing houses.

Action

Commissioner Bach made a motion to approval the item with the amendment to condition #4 to allow for a 30-foot front yard setback and amend condition #14 to be a pedestrian bike path with a minimum 10-foot width in an outlot with an 8-foot pavement, subject to staff approval of final design.

Commissioner Choren seconded the motion.

A roll call vote was taken; vote passed (6-0)

RESULT:	APPROVED WITH CONDITIONS [6 TO 0]
MOVER:	Greg Bach, Alternate
SECONDER:	Martin Choren, Commissioner
AYES:	Nerbun, Bach, Choren, Gentges, Hawley, R. Schaefer
ABSENT:	Strzelczyk, Lemke, J. Schaefer
RECUSED:	Stoker

5) Announcements

The next meeting is Monday, September 19, 2022, at 6:00 p.m.

6) Adjourn

Action

Commissioner Choren made a motion to adjourn.

Commissioner Bach seconded the motion.

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

Respectfully Submitted,

Jac Zader



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

www.ci.mequon.wi.us

Office of the City Administrator

PUBLIC WELFARE COMMITTEE

Wednesday, August 10, 2022

5:30 PM

Lower Conference Room

Minutes

1) Call to Order, Roll Call

Present:

Chair Dale Mayr
Alderman Mark Gierl
Alderman Kathleen Schneider

Also Present: Assistant City Administrator Schoenemann, Alderman Bushee, City Attorney Sajdak, Assistant Community Development Director Zader, Public Works Director Lundeen, Executive Assistant Enea, and Charley Hanney

2) Approval of Meeting Minutes

a. July Meeting Minutes

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

MOVED BY: Alderman Schneider

SECONDED BY: Alderman Gierl

AYES: Mayr, Gierl, Schneider

3) Ordinances

Action requested: review and recommend approval

a. **ORDINANCE 2022-1618** An Ordinance Creating Section 10-26 of the Mequon Municipal Code, Related to Residential Swimming Pools

The Committee and Staff discussed various elements of the ordinance language, including setbacks, ladders, fences, enforcement, supervision, and snow loads. Assistant Community Development Director Zader stated that a lot of communities have different supervision rules. He suggested that having an adult within 10 feet could be an option. Alderwoman Schneider moved to have a 15-year-old required as a supervisor within 10 feet proximity. Alderman Mayr seconded. The amendment was approved by voice acclamation. Alderman Mayr moved to have the pool cover have the ability to hold 2,000 lbs. Alderwoman Schneider seconded. The amendment was approved by voice acclamation.

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

AYES: Mayr, Gierl, Schneider

4) Discussion Items
 a. Composting Plan

Alderman Gierl explained the reasoning behind the Committee's interest in composting to Public Works Director Lundeen. Instead of throwing food into the garbage, compost is a valuable resource that can help the environment. Public Works Director Lundeen expressed concern about the Brush Site becoming a landfill and possible cross-contamination. Also, composting at a large level needs to get to a certain temperature and might require some infrastructure. She will research options and present such at the next meeting.

5) Work Calendar

At the next meeting, composting and electronic meetings will be discussed. Also, No Mow May if time permits.

6) Adjourn

Alderman Gierl moved to adjourn at 6:17 P.M. and Alderwoman Schneider seconded.

Respectfully Submitted,

Carrie Enea
Executive Assistant



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-8145
Fax: 262-242-9655

www.ci.mequon.wi.us

Public Works Department

PUBLIC WORKS COMMITTEE

Wednesday, August 10, 2022

6:15 PM

South Conference Room

Minutes

1) Call to Order, Roll Call

Present:

Chair Jeffrey Hansher
Alderman Mark Gierl
Alderman Dale Mayr

Also present: Director of Public Works/City Engineer Lundeen, Deputy Director of Public Works Weyker, Assistant City Engineer McCraw, Alderman Parrish, and Administrative Assistant Schlereth.

2) Approval of Minutes

a. Public Works Committee - Regular Meeting - Jun 14, 2022 6:00 PM

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

MOVED BY: Alderman Mayr

SECONDED BY: Alderman Gierl

AYES:	Hansher, Gierl, Mayr
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3) Resolutions

Action requested: review and recommend approval

- a. **RESOLUTION 3971** A Resolution Approving Amendments to the City of Mequon's FY2022 Fee Schedule, Relating to Financial Guarantees for Stormwater Facilities and Green Infrastructure Projects

Director of Public Works/City Engineer Lundeen stated this is for the fee established for the green infrastructure drainage financial guarantee and should be financially advantageous to the applicant because the cost is less than the drainage financial guarantee required for installing storm water facilities.

Chair Hansher inquired if there is basically no cost. Director Lundeen stated there was never intended to be a cost to the applicant. It's just a drainage financial guarantee to ensure the installation and upon certification then the drainage financial guarantee would be released in both scenarios.

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

AYES: Gierl, Mayr

- b. **RESOLUTION 3970** A Resolution Awarding Contracts for the Replacement of Exterior Doors at City Hall to Quality Door & Hardware LLC, Wisconsin Rapids, Wisconsin in the Amount of \$89,050 and for Access Upgrades to Complex Security Solutions, Inc., of New Berlin, Wisconsin in the Amount of \$20,077

Alderman Mayr questioned the door width and push button capability. Director Lundeen responded the building entrances width are not ADA compliant, but they will be push button access to automate the door opening.

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

AYES: Gierl, Mayr

4) Discussion Items

Discussion and Possible Action

- a. 2022 Drainage Capital Improvement Program - Prioritization Meeting Request

Director Lundeen stated the main intent of this discussion is to determine a date at which the staff's recommendation for prioritization of the Drainage Capital Improvement Program could be presented to the public for their input.

Discussion ensued on having the meeting on a regular standard meeting night or having a standalone meeting, timeline, and notification deadlines.

The committee agreed on Wednesday October 26th for a possible meeting date.

- b. Range Line Road Asphalt Path Update

Per Alderman Parrish's request, Director Lundeen provided an update on this item. She stated that the intention is to both included it as a part of the scope of the Joint Mequon - Thiensville Bike and Pedestrian Way Commission and to update the school district of its status.

- c. 2022 Work Plan (8.10.22)

Alderman Gierl asked for a ‘No Outlet’ sign for West Hemlock Lane. Deputy Director of Public Works Weyker stated a sign will be posted.

Chair Hansher requested an update on the bike path drainage tile at West Donges Bay and Wauwatosa Road. Director Lundeen stated that it is a private property matter.

Chair Hansher requested an update on Hawthorne Road repair plan. Discussion ensued that due to the emergency repair work holding up better than expected the repair plan has been extended.

Discussion ensued that in four years the state project on Wauwatosa Road will include the extension of city sidewalks to connect with the subdivision sidewalks.

5) Adjourn

Motion to adjourn at 6:34PM.

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

MOVED BY: Alderman Mayr

SECONDED BY: Alderman Gierl

AYES:	Gierl, Mayr
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Respectfully Submitted,

Karen Schlereth
Administrative Assistant



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

www.ci.mequon.wi.us

Public Works/Engineering
Taped and Televised

SEWER UTILITY DISTRICT COMMISSION

Wednesday, August 10, 2022

7:00 PM

Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Commission Nerbun called the meeting to order at 7:34 P.M.

Present:

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

2) Approval of Meeting Minutes

a. Sewer Utility District Commission - Regular Meeting - Jun 14, 2022 7:15 PM

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

MOVED BY: Commissioner Mayr

SECONDED BY: Commissioner Gierl

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

DEEMED NO: Seat

3) Resolutions

Action requested: review and recommend approval

- a. **RESOLUTION 3973** A Resolution Approving a Contract for the Preparation of Bid Documents for Sewer Lateral Repair Work in the Ranch Road Lift Station "E" Area to raSmith of Brookfield, Wisconsin, in the Amount of \$48,300

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

MOVED BY: Commissioner Mayr

SECONDED BY: Commissioner Strzelczyk

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

- b. **RESOLUTION 3974** A Resolution to Adopt an Amended Water Quality Management Plan

Conversation ensued clarifying the next steps if the Commission approves the proposed amendment to the Mequon Sanitary Sewer Service Area to include three additional parcels over 93.33 acres

If the Resolution is approved by the Commission, it does not move on to tonight's Common Council agenda due to public hearing notice requirements. Instead a special Common Council public meeting will take place on August 29, 2022, at 7:30 PM in Christine Nurnberg Hall. If the Common Council formally approves the proposed amendment at the special meeting it will then move on to the following for their approval Southeastern Wisconsin Regional Planning Commission Meeting, The Wisconsin Department of Natural Resources and the Milwaukee Metro Sewage District.

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

MOVED BY: Commissioner Mayr

SECONDED BY: Commissioner Hansher

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

- c. **RESOLUTION 3972** A Resolution Approving a Quit Claim Deed, a Temporary Construction Easement and a Statement of Non-Reimbursement with the Wisconsin Department of Transportation, in Connection with the Interstate-43 Freeway Expansion Project

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

MOVED BY: Commissioner Mayr

SECONDED BY: Commissioner Schneider

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

4) Adjourn

A. New Section

5. Motion to Adjourn at 7:43 PM

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

MOVED BY: Commissioner Mayr

SECONDED BY: Commissioner Schneider

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

DEEMED NO: Seat

Respectfully Submitted,

Ren Schlereth

Administrative Assistant

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

	A	B	C	D	E	F	G	I	J	K	L
62	1	140191500200	11206-11210 W MEQUON ROAD	JORDON OR KRISTY LARSON	PARKING	2/25/2022	3/11/2022		1	NO	
63	1	140191500200	11206- 11210 W MEQUON ROAD	JORDON OR KRISTY LARSON	OUTSIDE STORAGE	2/25/2022	3/11/2022		1	NO	
64	1	140191500200	11206-11210 W MEQUON ROAD	JORDON OR KRISTY LARSON	OUTSIDE MAINTANCE	2/25/2022	5/30/2022		1	NO	
65	2	140950607000	3033 W RENEE COURT	IGOR OR MARGARITA LETKIN	PARKING	3/8/2022	3/22/2022		1	NO	
66	6	150300800400	10841 N ORIOLE LANE	NICHOLAS OR LAURA MEYER	OUTSIDE STORAGE	3/14/2022	3/31/2022		1	NO	
67	6	150300800400	10841 N ORIOLE LANE	NICHOLAS OR LAURA MEYER	GENERAL MAINTENANCE	3/14/2022	5/30/2022		1	NO	
68	6	140950607000	2030 W SUNNYDALE LANE	DIANNE MCCLELLAN	PARKING	3/14/2022	3/31/2022		1	NO	
69	6	140950607000	2030 W SUNNYDALE LANE	DIANNE MCCLELLAN	OUTSIDE STORAGE	3/14/2022	3/31/2022		1	NO	
70	4	140271200400	6926 W DONGES BAY ROAD	GO RITEWAY	PARKING	3/17/2022	3/21/2022		1	NO	
71	4	140271200400	6926 W DONGES BAY ROAD	GO RITEWAY	ADVERTISING FLAG	3/17/2022	3/21/2022		1	NO	
72	4	140840205000	9612 W MEQUON PLACE	LEWIS OR JEAN BIRKEL	OUTSIDE MAINTENANCE	3/23/2022	6/1/2022		1	NO	
73	7	150850000002	3100 W COUNTRY CLUB DRIVE	NORTH SHORE COUNTRY CLUB	LANDSCAPING	3/23/2022	6/1/2022		4	YES	
74	4	140500709001	1863/461 N 1/2 LOT 9 BLK 7 CEDARBURG ROAD	WILLIAM CONLEY	MAINTENANCE	3/24/2022	7/1/2022		1	NO	
75	4	140270901200	10541-10601 N COMMERCE STREET	MEGAL DEVELOPMENT CORPORATION	BUSINESS OCCUPANCY PERMIT	3/31/2022	4/8/2022		4	YES	
76	2	140240701200	11610 N RIVER ROAD	MARILYN MANKE	OUTSIDE STORAGE	3/31/2022	4/7/2022		1	NO	
77	5	RENTAL	11700 N PORT WASHINGTON ROAD	MARCUS NORTH SHORE CINEMA	LITTER	4/6/2022	4/13/2022		1	NO	
78	5	150200701100	11616 N PORT WASHINGTON ROAD	ELITE HIGHLANDER MEQUON INC	LITTER	4/6/2022	4/13/2022		1	NO	
79	5	RENTAL	11558 N PORT WASHINGTON ROAD	METRO MARKET	LITTER	4/6/2022	4/13/2022		1	NO	
80	3	140860207000	11345 N SOLAR AVE	JEFFREY MCCLONE	PARKING	4/21/2022	4/28/2022		#5 CITATION 1,2	NO	
81	3	140892402000	11425 N VEGA AVE	DENNIS HERRERA	PARKING	4/21/2022	4/28/2022		1	NO	
82	3	140210101000	11932 N VEGA AVE	JOHN OR STACEY MURRAY	PARKING	4/21/2022	4/28/2022		1	NO	
83	3	141220004000	11912 N SOLAR AVE	JAMES MCNICHOL	PARKING	4/21/2022	4/28/2022		#5 CITATION 1,2	YES	
84	3	140870708000	11625 N VEGA AVE	ROBERT MACKIEWICZ	PARKING	4/21/2022	4/28/2022		1	NO	
85	3	140881402000	8509 W POPLAR DR	WILLIAM BLATZ	PARKING	4/21/2022	4/28/2022		1	NO	
86	4	140840509000	4808 W HIAWATHA DR	PAUL SCHUMACHER	HOOP HOUSE	4/21/2022	5/5/2022		1	NO	
87	2	141160010000	12335 N WOODFIELD CT	JEFFREY OR SUSAN POMERANTZ	OUTSIDE STORAGE	4/22/2022	4/29/2022		1	NO	
88	3	140500102002	6714 W MEQUON ROAD	MICHAEL OR TRACY LALONDE	OUTSIDE STORAGE	4/28/2022	5/13/2022		#5 CITATION 1,2	YES	
89	7	150560205000	1425 W ZEDLER LANE	BRADFORD FIGG	GARBAGE	5/10/2022	5/13/2022		#5 CITATION	NO	
90	2	141160010000	12335 N WOODFIELD COURT	JEFFERY OR SUSAN POMERANTZ	PARKING	5/17/2022	5/24/2022		1	NO	
91	5	RENTAL	11740 N PORT WASHINGTON ROAD	BANK FIRST	BANNER	5/17/2022	5/21/2022		1	NO	
92	5	EXEMPT	13800 N PORT WASHINGTON ROAD	UNITARIAN CHURCH	BANNER/FLAG	5/17/2022	5/21/2022		1	NO	
93	3	RENTAL	6006 W MEQUON ROAD	SPUR 16	BANNER/FLAG	5/17/2022	5/21/2022		1	NO	1 COMPLIANCE ACHIEVED
94	8	RENTAL	10900 N PORT WASHINGTON ROAD	THE FEED BAG	BANNER	5/17/2022	5/21/1955		1	NO	2 COMPLIANCE DATE NOT MET
95	2	EXEMPT	3906 W MEQUON ROAD	ST BONIFACE CHURCH	BANNER	5/17/2022	5/21/2022		1	NO	3 WAITING ON REPLY
96	5	151001214000	1630 W DOROTHY PLACE	DAVID OR SHELLY HAUGH	OUTSIDE MAINTENCE	5/25/2022	6/18/2022		EXTENSION	YES	4 EXTENSION GRANTED
97	5	151001214000	1630 W DOROTHY PLACE	DAVID OR SHELLY HAUGH	OUTSIDE STORAGE	5/25/2022	7/1/2022			NO	5 ISSUED TO CITY ATTORNEY OFFICE
98	3	140870504001	11733 N WAUWATOSA ROAD	DELORES FILLAFER	OUTSIDE STORAGE	5/25/2022	6/15/2022		EXTENSION	YES	6 SCHEDULED COURT DATE
99	3	140870504001	11733 N WAUWATOSA ROAD	DELORES FILLAFER	OUTSIDE MAINTENANCE	6/7/2022	7/5/2022		EXTENSION	YES	7 COURT RULING
100	4	140341600200	BAEHR AND COUNTY LINE/ NO ADDRESS	BILL FINE/COUNTY LINE HOLDINGS	PARKING	6/13/2022	6/29/2022		CITATION 1	YES	8 PRETRIAL DATE
101	6	150570602000	1424 W ZEDLER LANE	ROSEMARY KOLLER	GRASS	6/15/2022	6/22/2022		1	NO	9 TRIAL DATE
102	8	151070412000	819 SIERRA LANE	VANN FAMILY TRUST	GRASS	6/15/2022	6/22/2022		1	NO	10 FINAL RULING
103	7	141510000500	9853 N RANGE LINE ROAD	CYNTHIS COAKLEY	OUTSIDE STORAGE	6/15/2022	6/29/2022		EXTENSION	YES	11 ALTERNATE PROCEDURE
104	5	151030214001	12707 N EAST SHORELAND DRIVE	GARMAN LIVING TRUST	PARKING	6/15/2022	6/29/2022		1	NO	
105	5	151030211000	12731 N EAST SHORELAND DRIVE	TED RUEHL	OUTSIDE STORAGE	6/15/2022	6/29/2022		1	NO	
106	4	140640202000	10811 N SHERWOOD DRIVE	CHARLES CONRAD	YARD WASTE BRANCHES	6/21/2022	6/28/2022		1	NO	
107	8	151070412000	819 W SIERRA LANE	VANN FAMILY TRUST	TRASH/LITTER	6/21/2022	6/28/2022		1	NO	
108	6	150710411000	11604 N HILLSIDE LANE	MICHAEL GMIREK OR SUZANNE PEPLINSKI	TURF GRASS	6/21/2022	6/28/2022		EXTENSION	NO	
109	6	150710405000	11433 N COUNTRY LANE	WILLIAM GENSRIK	TEMPORARY STRUCTURE	6/21/2022	6/28/2022		EXTENSION	NO	
110	6	150710405000	11433 N COUNTRY LANE	WILLIAM GENSRIK	PARKING	6/21/2022	6/28/2022		1	NO	
111	6	150630108000	11320 N VALLEY DRIVE	JONATHAN SCHULTZ	PARKING	6/21/2022	6/28/2022		1	NO	
112	7	140700083000	3327 BURGANDY COURT	LYNN VORBECK	PARKING	6/21/2022	6/28/2022		1	NO	
113	6	150990701000	12345 N EAST SHORELAND DRIVE	ANDREW OR WENDY PETZOLD	OUTSIDE MAINTENANCE	6/23/2022	7/29/2022		EXTENSION 11/1/22	NO	
114	6	150990701000	12345 N EAST SHORELAND DRIVE	ANDREW OR WENDY PETZOLD	TURF GRASS	6/23/2022	7/14/2022		1	NO	
115	5	150060901900	13804 N MARTIN WAY SUITE 2400	13804 N MARTIN WAY LLC	POOL FENCE	7/7/2022	7/29/2022		#5 CITATION 1	YES	
116	5	150061500900	1908 W BONNIWELL ROAD	RAVI NARAYAN OR SOWMYA SUBRAMANIAN	POOL FENCE	8/11/2021	8/26/2022			YES	
117	2	150911001000	2517 W CHESTNUT ROAD	TAOFIKI OR KERRY ALABI	PARKING	7/15/2022	7/22/2022		1	NO	
118	4	140501305007	9807 N CEDARBURG ROAD	RYAN OR KATHERINE KAUTZER	TURF GRASS	7/15/2022	7/22/2022		1	NO	
119	6	XXXXXXXXXX	NORTH SHORE ESTATES	DEBRA NEWELL PRESIDENT	OUTSIDE STORAGE	7/14/2022	8/5/2022		EXTENSION 10/31/22	YES	
120	3	142010051000	10879 N WILDCAT WAY	AMBER SCHROEDER	FENCE	5/16/2022	5/27/2022		#5 CITATION 1,2	YES	
121	3	140860205000	11413 N SOLAR AVENUE	DUANE OR JULIE WAGNER	PARKING	7/21/2022	8/4/2022		1	NO	
122	8	RENTAL	10930 N PORT WASHINGTON ROAD	SENDIKS	BANNERS	7/21/2022	7/28/2022		1	NO	

	A	B	C	D	E	F	G	I	J	K	L
123	1	XXXXXXXXXX	HIGHLANDS LOT 8	KINGS WAY HOMES	OUTSIDE MAINTENANCE	7/22/2022	7/29/2022		#5 CITATION 1	YES	
124	4	140270201500	6835 W MEQUON ROAD	RESERVE FRONT LOT	LANDSCAPING	7/22/2022	8/15/2022		4	YES	
125	4	140270200200	6729 W MEQUON ROAD	STORYPOINT SENIOR LIVING	SIGNS	7/22/2022	8/19/2022		1	NO	
126	7	150850000002	3100 W COUNTRY CLUB DRIVE	NORTH SHORE COUNTRY CLUB	LANDSCAPING	7/22/2022	10/5/2022		EXTENSION	YES	
127	8	XXXXXXXXXX	10930 N PORT WASHINGTON ROAD	MEQUON PAVILIONS	FLAGS	7/22/2022	7/29/2022		1	NO	
128	2	140820210001	3015 W SHOES DRIVE	THOMAS OR CAPTOLA BACHER	2 SHEDS	8/11/2022	9/11/2022			YES	
129	5	151120203000	13837 N LAKE SHORE DRIVE	GREGORY OR NICOLE PATERSON	OUTDOOR STORAGE	8/11/2022	8/26/2022		EXTENSION	YES	
130	6	150300802300	2212 W SUNNYDALE LANE	AARON OR PETER KINNEY	POOL FENCE	8/11/2022	8/26/2022		4	YES	
131	8	RENTAL	10806 N PORT WASHINGTON ROAD	NORTH SHORE BANK	BANNER	8/19/2022	8/25/2022		1	NO	
132	6	RENTAL	1505 W MEQUON ROAD	EAST TOWNE SQUARE MALL	FLAGS	8/19/2022	8/25/2022		1	NO	
133	6	RENTAL	1505 W MEQUON ROAD	FAYE'S MEQUON	FLAGS	8/19/2022	8/25/2022		1	NO	
134	6	RENTAL	1505 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	COCOA TREE CONFECTIONARY	BANNER	8/19/2022	8/25/2022		1	NO	
137	6	RENTAL	1402 W MEQUON ROAD	KUMON MATH AND READING	BANNER	8/19/2022	8/25/2022		1	NO	
138	6	RENTAL	1550 W MEQUON ROAD	FIFTH MAIN	A FRAME	8/19/2022	8/25/2022		1	NO	
139	6	RENTAL	11035 N PORT WASHINGTON ROAD	PICARDY SHOE PARLOUR	BANNER	8/19/2022	8/25/2022		1	NO	
140		140271601200	10433 N BAEHR ROAD	NORTH SHORE DANCE	SIGNS	7/7/2022	7/29/2022		#5 CITATION 1	YES	
141		141440022001	7421 RIDGEVIEW DRIVE	YOUSSEF BERRADA	PLUMBING PERMIT	8/24/2022	9/7/2022		EXTENSION	YES	
142		141440022001	7421 RIDGEVIEW DRIVE	YOUSSEF BERRADA	EIECTRIC PERMIT	8/24/2022	9/7/2022		EXTENSION	YES	
143		141440022001	7421 RIDGEVIEW DRIVE	YOUSSEF BERRADA	BUILDING PERMIT	8/24/2022	9/7/2022		EXTENSION	YES	
144		141440022001	7421 RIDGEVIEW DRIVE	YOUSSEF BERRADA	FILL PERMIT	8/24/2022	9/7/2022		EXTENSION	YES	
145		141440022001	7421 RIDGEVIEW DRIVE	YOUSSEF BERRADA	SURVEY	8/24/2022	9/7/2022		EXTENSION	YES	
146		150500116000	1828 W FIESTA LANE	CHARLES MAYER	GRASS	8/31/2022	9/8/2022		1	NO	
147		140700145000	3531 W LEGRANDE BLVD	WILLIAM GRUBER	HOME BUSINESS	9/6/2022	9/16/2022		1	NO	
148		RENTAL	10601 N COMMERCE STREET	GOOD LAND PREMIUM FOODS PROVISIONS INC	BUILDING AND SITE PLAN AMENDMENT	9/6/2022	9/19/2022		EXTENSION	YES	
149		RENTAL	1339 W MEQUON ROAD	REMAX LAKESIDE	WALL SIGN	9/8/2022	10/28/2022			YES	
150		151010106001	12656 N SHORELAND PARKWAY	NANCY TOLOCKO	DECK	9/13/2022	12/14/2022			YES	
151		150970019000	12648 N RIVER FOREST CIRCLE	JOHN OR JULIE HENNINGS	PARKING	9/13/2022	9/23/2022		EXTENSION	YES	
152		150970019000	12648 N RIVER FOREST CIRCLE	JOHN OR JULIE HENNINGS	OUTSIDE MAINTENANCE	9/13/2022	9/27/2022		EXTENSION	YES	
153		EXEMPT	10370 N WILDWOOD COURT	OZAUKEE WASHINGTON COUNTY LAND TRUST	OUTSIDE MAINTENANCE	9/14/2022	10/14/2022			YES	
154		RENTAL	7160 W DONGES BAY ROAD	WARREN BARNETT INTERIORS	CONDITIONAL USE GRANT	9/20/2022	10/4/2022			YES	
155		150190400400	11743 N PORT WASHINGTON ROAD LOT 1	SHELY 2012 IRREVOCABLE TRUST	GRASS	9/22/2022	10/7/2022			YES	
156		150190400500	11743 N PORT WASHINGTON ROAD LOT 2	SHELY 2012 IRREVOCABLE TRUST	GRASS	9/22/2022	10/7/2022			YES	
157		150190400100	11743 N PORT WASHINGTON ROAD LOT 3	SHELY 2012 IRREVOCABLE TRUST	GRASS	9/22/2022	10/7/2022			YES	
158		RENTAL	1550 W MEQUON ROAD	FIFTH-MAIN	MONUMENT SIGN	9/29/2022	10/13/2022			YES	
159		150740120000	317 E CIRCLE ROAD	JEFFREY OR JENNIFER PARULSKI	PARKING	9/29/2022	10/13/2022			YES	
160		140840306000	4904 W COUNTY LINE ROAD	SHAWN OR RUTH RUBINSTEIN	SUMP PUMP	9/29/2022	10/7/2022			YES	
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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: October 11, 2022
SUBJECT: RESOLUTION 3982 A Resolution Approving a Development Agreement for The Enclave at Mequon Preserve South Phase III, a 12-Lot Subdivision Located at 7901 W. Preserve Parkway

Background

The applicant is requesting development agreement approval for Phase III consisting of 12 lots (Lots 77 to 88) on the property located at the west end of West Preserve Parkway. The preliminary plat was approved on January 13, 2020, and the final plat will be subject to further consideration by the Planning Commission and Common Council at the time of its submission. The phase generally includes approximately 850 feet of roadway extension, sewer and water extension, and storm water management improvements including storm sewer and a wet pond.

Analysis

Please see the attached draft development agreement for Phase III. The developer utilized the template development agreement, which was modified and submitted to staff. Engineering and Planning staff subsequently reviewed the document and submitted to the City Attorney for review. The development agreement provides the opportunity to construct two (2) principal structures to serve as models prior to final plat approval with the understanding that the unit cannot be sold, or title transferred until the associated plat is recorded. This is consistent with the table approved as a part of the template document. The Planning Commission recommended approval of the Development Agreement for the property on September 19, 2022.

The development agreement is based on the standard development agreement language and was submitted to the City Attorney. The applicant proposed mostly form and format changes.

Fiscal Impact

The fiscal impact is neutral.

Recommendation

The Planning Commission recommended approval unanimously on September 19, 2022.

Attachments:

Enclave Development Agreement (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3982

A Resolution Approving a Development Agreement for The Enclave at Mequon Preserve South Phase III, a 12-Lot Subdivision Located at 7901 W. Preserve Parkway

RECITALS

A. Enclave at Mequon Preserve South Phase III residential development consists of 12 lots to be located at 7901 W. Preserve Parkway.

B. The Planning Commission recommended approval of the Development Agreement for the property on September 19, 2022.

C. The Development Agreement provides for the installation of improvements and the payment of fees in accordance with the City Engineer's report.

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

1. The Development Agreement for the Enclave at Mequon Preserve South Phase III project is approved subject to any technical, clerical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

Approved by: Andrew Nerbun, Mayor

Date Approved: October 11, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on October 11, 2022.

Caroline Fochs, City Clerk

Document Number	DEVELOPMENT AGREEMENT Document Name	
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THIS DEVELOPMENT AGREEMENT (“Agreement”) is made as of _____, 2022, by Mequon I, LLC, a Wisconsin limited liability company (the “Developer”) and the City of Mequon, a municipal corporation (the “City”).

RECITALS

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

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

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

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

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

AGREEMENTS

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

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

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

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

Recording Data

Name and Return Address

City Engineer
11333 N Cedarburg Road
Mequon, WI 53092

Parcel Identification Number

Attachment: Enclave Development Agreement (RESOLUTION 3982 : Enclave at Mequon Preserve South Ph III DA)

“Public Improvements” means all public streets, sidewalks, paths and required appurtenances to the foregoing, including without limitation street name signs, regulatory/public safety signs (speed limit signs, stop signs and so forth) and bollards; sanitary sewer facilities and water supply facilities that connect to the public sewer or public water systems, but in each instance only those portions up to and including stubs of laterals; street trees and any required landscaping in rights of way; street trees and other landscaping in easement areas dedicated to the City for that purpose, but only to the extent specified in such easements; items specified in the Plans, as defined below and approved by the City, as Public Improvements; and items specified in the Code or state statutes as Public Improvements.

2. Proposed Development Plan. The Development as proposed is depicted on the Developer’s proposed development plan.

The proposed development plan was granted Preliminary Plat approval by the Planning Commission on January 13, 2020. The Preliminary Plat is an expression of approval or conditional approval of the layout submitted and is a guide to the preparation of the Final Plat which will be subject to further consideration by the Planning Commission at the time of its submission.

PLANS AND SPECIFICATIONS

3. Plans and Specifications. The Developer shall, at its expense, have plans and specifications (collectively, the “Plans”) prepared for the Improvements. The Plans shall include those plans that are customary in the industry for similar developments, including a site plan, grading, drainage and erosion control plans, stormwater drainage plans, landscaping and open space plans, street plans, utility plans and construction details, including those construction details described in this Agreement. The Plans shall be subject to review and approval of the City Engineer and any regulatory body or other staff person specified below. The Developer shall not commence the Improvements until the Plans are reviewed and approved.

4. Corrections to Plans. The City Engineer may, at any time prior to Final Plat approval, require changes to approved Plans for any of the Improvements to the extent such changes are necessary to correct oversights, omissions or errors, to compensate for changing site conditions or to complete fully the work in accordance with sound engineering practice. The Developer shall perform the work necessitated by any such change entirely at its expense without any claim for reimbursement.

5. Standards. The Plans and design of the Improvements shall comply with the requirements of the current edition of the City’s Standard Specifications for Land Development and all applicable provisions of the Code and state and federal laws (each a “Regulation”) in place at the time of preliminary approval of the Plans and design. Additionally, the Plans shall satisfy the requirements set forth below. In the event of a conflict between the Standard Specifications and this Agreement, the terms of this Agreement shall control.

6. Changes in Regulations. Should any Regulation change within two years of the preliminary approval, the Developer may choose which version of the Regulation to follow if material work on the applicable Improvement has commenced. Where work on an Improvement affected by the changed Regulation has not commenced, the Developer shall comply with the revised Regulation.

7. Grading, Drainage and Erosion Control Plans. The Developer shall submit grading, drainage and erosion control plans that:

(a) Indicate which lots are designed for full exposure and partial exposure and the lots that are limited to front load entry garage only.

(b) Show 2’ contours for both existing and proposed grades for building pads and any culverts and storm sewers.

- (c) Indicate and detail the cross-section and profiles of all drainage ways and erosion protection.
- (d) Show minimum setback and offset dimensions and building grades approved by the City.
- (e) For all land disturbing activities, show existing contours at least 200' into adjacent parcels.
- (f) Show the location and dimension of all construction site management measures to control erosion and sedimentation.
- (g) Include minimum elevations for the proposed top of principal building foundation walls based on proposed building envelopes shown on the approved specimen tree plan and approved finished yard grades.

8. Stormwater Drainage Plans. The Developer shall submit stormwater drainage plans that:

- (a) Provide for a complete storm drainage system, including one or more detention basins and retention ponds, culverts, storm sewer and open ditches that are adequate to accommodate expected surface water flow within and through the Development and drain the surface water from and through the Development in accordance with the Code, Chapter 13 of the Milwaukee Metropolitan Sewerage District ("MMSD") rules, and the regulations of the Wisconsin Department of Natural Resources (the "DNR"), as may be applicable.
- (b) Show all tributary areas to the proposed drainage system and downstream analysis, including all proposed and existing drainage structures in the drainage system area.
- (c) Show drainage easements by dimension and detailed cross-section.
- (d) Provide for erosion protection and minimum velocity design and restoration of all areas adjacent to existing and proposed roadways to conform to the approved roadway cross-section.
- (e) Address all ditch slopes exceeding five percent (5%). Any such slope that is greater than 5 percent (5%) may only be approved after review and acceptance by the City Engineer. To the extent any such slope shall be greater than five percent (5%), additional analysis of the velocity of the flow and slope protection shall be provided, and such slope might not be approved.
- (f) Show all roadside ditches and drainage easements with a minimum one percent (1%) slope. Any such slope that is less than one percent (1%) may only be approved after review and acceptance by the City Engineer. To the extent any such slope shall be less than one percent (1%), additional analysis of the velocity shall be provided, and such slope might not be approved.
- (g) Provide on-site stormwater detention that complies, to the satisfaction of the City Engineer, with the City's stormwater ordinances and MMSD Chapter 13 rules and regulations.
- (h) Provide hydrologic calculations for the 2-, 10- and 100-year development conditions.
- (i) Provide hydraulic calculations showing pond discharge rates under proposed conditions. Under proposed conditions, a retention pond must demonstrate that the 2-, 10- and 100-year discharge rate will be less than pre-settlement conditions.

(j) Show all sump pump discharge pipes discharging to a roadside ditch, storm sewer or other location approved by the City. For roadways with an urban section, a sump pump collection system shall be required.

(k) Include, if the storm sewer design includes underground piping, a set of utility plans showing all plan and profile views of sanitary water and storm sewer. Such plan shall be used and kept current during all phases of construction.

9. Landscaping, Open Space and Signage Plans.

(a) The Developer shall submit a street tree plan which shall conform to the City's street tree ordinance. The street tree plan shall be subject to review and approval of the Tree Board and Planning Commission.

(b) The Developer shall submit landscape plans for all entryways, open spaces, public street cul-de-sacs and detention basin and retention pond buffers. Such plans shall be designed by a licensed landscape architect and shall be subject to review and approval of the Planning Commission. The City may have a licensed landscape architect review the submitted landscaping and open space plans.

(c) Pedestrian and bike paths may be required by the City. If so, pedestrian and bike path plans shall address the public use of the paths and maintenance. Details of such paths shall be subject to review and approval of the City Engineer. The location and use of such paths shall be subject to review and approval of the Planning Commission. Any public access path shall be subject to a ten foot (10') wide pedestrian and bike path easement. An eight-foot (8') wide path shall be designed and constructed in accordance with the Department of Transportation (DOT) Bike Path Facilities Handbook.

(d) The Developer shall submit signage and entryway plans to the City. Such plans shall be subject to review and approval by the Planning Commission.

10. Street Plans.

(a) The Developer shall submit plans for all public and private roads, driveways and roadside sidewalks (if any). Such plans shall be subject to review and approval by the City Engineer and Fire Chief.

(b) Unless otherwise approved by the City, all public and private streets shall satisfy the following requirements:

(i) All new streets shall be constructed with a twelve-inch (12") road base consisting of twelve inches (12") of one and one-quarter inch (1¼") crushed stone base course. The initial surface shall consist of two and one-half inches (2½") of bituminous binder course. Streets and driveways shall be constructed to the City's typical cross-section. The final one and one-half inch (1½") asphalt surface course shall be applied following the construction of the binder course.

(ii) To the extent the Development will be constructed in phases, the plans shall show all cross connections being constructed in each phase. A temporary turnaround shall be shown on the plans for any street connecting into a future phase and for any street leading to any adjoining property.

(c) The plans shall show street name signs and regulatory/public safety signs (speed limit signs, stop signs and so forth) as required by the City Engineer. Street names shall be approved by the Planning Commission.

11. Sanitary Sewer System Plans.

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

- (a) In addition to the City's Standard Specifications for Land Development, conform to the Standard Specifications for Sewer and Water Construction in Wisconsin and additional requirements of MMSD.
- (b) Be designed to meet the ultimate needs of the Development in accordance with the City's sanitary sewer system plan.
- (c) Show the installation of one sewer lateral from the sanitary sewer main to the limits of the sanitary sewer utility easement or road right-of-way for each property abutting the sanitary sewer main.
- (d) Show all sanitary sewer lateral locations.
- (e) Be designed so the public mainline shall meet the City's master plan for the area, in terms of depth and size, and be extended to the adjacent properties.

12. Water System Plans.

- (a) Supply System. The plans shall satisfy the following requirements:
 - (i) The plans shall show a water supply and distribution system for the Development with mains, hydrants, valves and laterals for each lot.
 - (ii) All water mains to be installed in a City road right-of-way or easement shall be subject to review and approval of the City Engineer.
 - (iii) The City will determine the lateral locations to avoid removal of any specimen trees. The City shall approve all lateral locations.
 - (iv) The public mainline shall meet the City's master plan for the area, in terms of depth and size, and be extended to the adjacent properties.
 - (v) Easements shall be provided to adjacent residentially zoned properties for access for potential future connection.
 - (vi) The mainline water main shall meet Water Utility standards for ISO recommended fire flows of 2500 gpm, which may require twelve-inch (12") pipe for the dead end main.
 - (vii) Dead end mains must be terminated with a public hydrant and phasing plans.
- (b) Fire Protection.
 - (i) Water for fire protection will be supplied to the Development water system through the City of Mequon Water System.
 - (ii) All fire hydrant locations shall be subject to review and approval of the Fire Chief.

CONSTRUCTION REQUIREMENTS

13. Construction of Improvements. The Developer shall construct or have constructed, at its expense, all of the Improvements.

14. General Standards; Strict Compliance with Plans. All construction shall conform to the City's Standard Specifications for Land Development, latest edition. Construction will strictly conform to the Plans. The City may require the Developer to replace all the Improvements that deviate from the Plans unless the Developer seeks and obtains prior written approval from the City for such deviations.

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

16. Responsibility for the Improvements. The Developer shall be fully responsible for the Improvements, all appurtenances to the Improvements and the acts and omissions of its contractors, subcontractors, material suppliers, delivery services and agents. The Developer shall repair or replace, at the Developer's cost, any damage that occurs to the Improvements and appurtenances to the Improvements during the period of the construction of the Improvements and until certification by the City Engineer, approval of the Improvements, acceptance of dedication by the City and Final Plat approval.

17. Lien Waivers. As a condition of final certification by the City Engineer, and approval, acceptance and dedication of the Improvements by the City, the Developer shall provide to the City paid receipts and lien waivers from all contractors and material suppliers performing work or supplying materials for the installation of the Improvements.

18. No Lot Assessments for Improvements. The costs and value of the Improvements will become an integral value of the abutting property; therefore, the Developer shall not make any future lot assessment for the Improvements.

19. Additional Grading and Drainage Requirements. The Developer shall (a) rough grade as necessary to establish lot grades in accordance with future building grades, top-soiling, seeding and mulching as required, to all exposed ground surfaces to prevent erosion; (b) keep grading and filling to a minimum, including in individual building envelopes; and (c) spread and maintain topsoil, seed and mulch over all exposed ground surfaces to prevent erosion, including surfaces disturbed by utility contractors.

20. Wetlands. Wetland boundaries shall be identified and marked in the field and verified by the DNR. The wetlands and setbacks shall be identified on the plat. Wetland boundary markers shall be maintained, and setbacks observed, during all phases of land disturbance and construction. No wetland shall be filled without prior approval of the DNR.

21. Additional Erosion and Runoff Control Requirements.

(a) With respect to erosion and sedimentation control, the Developer shall install and construct the Improvements in compliance with the requirements of the Ozaukee County Land Conservation Guidelines (SCS) and the DNR's "Wisconsin Construction Site Best Management Practice Handbook," latest edition, requirements. Temporary stormwater quality measures during construction activities shall include, at a minimum, the installation of silt fence and temporary sediment basins.

(b) The Developer shall install the drainage system, including roads (unpaved, but with gravel surface), first. The swale and ditches shall be sodded or planted with fast growing grasses immediately after grade certification by the City or its designated agent. The City may request temporary mulching if ground

is exposed for more than seven days. Straw, hay bales, check dams or silt fences shall be placed in the drainage system as sediment traps in accordance with established best management practices. The City will decide whether sod is appropriate and whether the sediment trap method to be used.

(c) The Developer may not commence land disturbing activities until all erosion control measures are installed and approved by the City. An erosion control permit must be approved which requires the Developer to construct in conformance with the City's erosion control ordinance.

(d) The Developer shall protect all exposed soils with mulches, temporary annual grasses or erosion matting.

(e) The Developer shall not pile or permit excavated soil to be piled near the drainage system. A topsoil stockpile area shall be identified and used, complete with appropriate erosion control measures.

(f) The Developer will periodically inspect the above-described systems and control measures, including after each rain event, and shall promptly maintain, repair and replace them to their originally approved condition.

22. Topsoil. Excess topsoil shall only be removed from the Development by means of end-loading (no screening allowed on site) and trucking from the site. The Developer shall not disrupt topsoil where it is unnecessary, and the final arbiter of necessity shall be the City.

23. Additional Stormwater Drainage Requirements. Stormwater facilities shall be installed before impervious surfaces.

24. Additional Street and Street Signage Requirements.

(a) Prior to the commencement of any construction activity, the Developer shall meet with City Engineering and Public Works staff to identify and agree to a specific "haul" route for all construction equipment and material supplies associated with the Development. The Developer shall agree to confine the movement of its construction equipment to the approved route unless approved otherwise by the City Engineer. The Developer shall provide the Street Wear Financial Guarantee, as defined below. The City shall videotape and perform a road evaluation of the agreed to haul route. This evaluation, known as a service condition rating or "SCR", shall be used as the base line for establishing the level of damage that occurs as a result of the Development. At the conclusion of the construction activity and prior to the recording of the Final Plat, the City will again videotape and perform a post development SCR of the Developer's "haul" route. The road evaluation is only applicable to that portion of the approved haul route that lies within the corporate limits of the City. Prior to the City acceptance of the Public Improvements, the Developer will repair the road or pay to the City the cost, as determined by the City, for the estimated repairs, including without limitation labor, material and costs regularly charged by the City for its staff's time for inspections, shouldering, streets, curbs, gutters, failures, base repairs, defects and utility adjustments.

(b) If the surface course of a street cannot be constructed prior to October 15, the Developer shall provide the Surface Completion Letter of Credit, as defined below.

(c) At the time of any extension of any street in the Development for which a temporary turnaround was constructed, the Developer shall remove the temporary turnaround and restore the area.

(d) The roadside sidewalk shall be installed at the time of street construction. Until Final Plat approval, the Developer shall maintain (including snow and ice removal) such roadside sidewalks and repair and replace them as necessary.

(e) The Developer shall provide and install street name signs and regulatory/public safety signs required by the Plans in the form required by the City.

25. Additional Utility Requirements.

(a) The Final Plat shall include easements for sanitary, drainage, gas, electric, sewer, water, phone, cable television, internet and other utilities for provision of services to and from the Development.

(b) All sanitary, water and drainage easements must be prepared separately for each lot or parcel and recorded at the Developer's expense. These documents shall be subject to review and approval of the City and shall be required at the time of Final Plat approval.

(c) The Developer shall provide proof of payment in full for installation of all required utilities prior to Final Plat approval.

(d) Underground utility installations shall be subject to review and approval by the City Engineer and shall be made without any street pavement removal, unless otherwise specifically approved by the City Engineer.

(e) The Developer and the City shall enter into a Water Services Agreement in form and content customarily required by the City prior to connection to the City's water system.

26. Lot Pipe Certification. The Developer shall, prior to Final Plat approval, provide to the City a lot pipe certification stamped and signed by a professional land surveyor, registered in the State of Wisconsin. The form and content of the lot pipe certification shall be acceptable to the City Engineer.

MODEL HOMES

27. Model Homes.

(a) Subject to satisfaction of all other requirements for a building permit, the City will issue a building permit for 2 principal structures to be used as sales models prior to approval and recording of the Final Plat.

(b) If the Developer is unable, despite reasonable efforts, as determined by the City in its sole discretion, to satisfy the paving requirements of Section 3.6 of the Standard Specifications for Land Development, the City will, upon application of the Developer and satisfaction of all other requirements for a building permit, issue a building permit for one model home prior to the installation of the binder course of asphalt in the adjacent dedicated public road or private access easement. The City shall not issue the building permit for such model home until stone base is installed and such stone base has successfully passed a proof roll. The stone base shall allow, as determined by the City in its sole discretion, access for inspections and emergency personnel. The City may cancel inspections if adequate access is not provided to inspections staff.

(c) The Developer shall not transfer title to any lot containing a model home until the Final Plat is approved and recorded as described below.

ASSOCIATION; COVENANTS, CONDITIONS AND RESTRICTIONS; ONGOING AGREEMENTS

28. The Association. The Developer shall, prior to the sale of any property within the Development, create or cause to be created an entity (the "Association") with a perpetual existence under the laws of the State

of Wisconsin to control and maintain the common areas and facilities of the Development and to assume the obligations of the Association set forth in this Agreement. The Developer shall provide the City a description of the organization of the proposed Association, together with copies of its governing documents, including all documents governing ownership, maintenance and use restrictions for common facilities or common elements, including commonly owned outlots. Such documents shall be subject to review and approval of the City for consistency with the requirements of this Agreement. The Association shall be operating (with financial subsidization by the Developer, if necessary) before the sale of any part of the Development. All owners of any property in the Development, including the Developer, shall be members of the Association solely by virtue of such ownership and shall be jointly responsible for its obligations, which obligations shall be assessable as against such members. The Association shall have the power and authority to assess property owners for their proportionate share of costs associated with the responsibilities of the Association set forth in this Agreement. The governing documents for the Association shall confer legal authority on the Association to place a lien on the property of any member who falls delinquent in dues or assessments. Such dues and assessments shall be paid with accrued interest before the lien may be lifted. If at any time the Association does not exist or fails to satisfy its obligations, the owners of the Property shall be jointly and severally liable, with rights of contribution, for the Association's responsibilities under this Agreement and all agreements that run with the land that impose responsibilities on the Association.

29. Obligations of the Association. The Association shall be obligated to maintain in good condition and repair, and replace as necessary, all of the following, if any, that are required and approved as part of the Development: (a) roadside sidewalks (including snow and ice removal); (b) pedestrian and bike paths and appurtenances to such paths, including without limitation any signage and bollards; (c) monument and entrance signs; (d) roadside bollards; and (e) all landscaping and related elements (except those on private lots), including street trees, open areas and stormwater facilities. Such obligations shall be memorialized in one or more documents that shall be recorded against the Property. The documents memorializing such obligations shall specify that, if at any time the Association does not exist or fails to satisfy its obligations, all owners of the Property shall be jointly and severally liable, with rights of contribution, for such responsibilities. The documents memorializing such obligations shall be subject to review and approval of the City, and the provisions requiring the foregoing may not be amended without the prior written approval of the City.

30. Temporary Turnarounds. If any street constructed as part of the Development has a temporary turnaround for any future extension of the street beyond the Development, the Association shall remove such turnaround and restore the area in a manner acceptable to the City at the time the street is extended beyond the Development.

31. Stormwater Best Management Practices Maintenance Agreement. The Developer and the City shall enter into an agreement as described below to ensure that the Development's stormwater facilities are maintained to meet or exceed the standards to which they were constructed so that, in the future, the stormwater facilities continue to accommodate the appropriate volume and manage flow through and within the Development and meet applicable performance standards for storage and release. Accordingly, the following requirements are applicable to the Development:

(a) All stormwater drainage and storage facilities, including detention basins and ponds (whether one or more), shall be maintained and cared for by the Developer until such time as the Developer passes control of the stormwater elements of the Development and responsibility for maintenance of such stormwater elements to the Association, at which time such responsibility shall pass to the Association. In the event that the Developer transfers any portion of the Development prior to the construction, installation and approval of any required stormwater facilities, the Developer shall be released from responsibility for the installation and maintenance of the stormwater facilities only upon the City's approval, in its sole discretion, of the form of the successor in interest's assumption of the Developer's responsibilities under this Agreement; however, the transferee shall be jointly and severally responsible with the Developer until the completion of the construction, installation and approval of such facilities.

(b) The following minimum standards for future care and maintenance of the stormwater drainage and storage facilities, including detention basins and ponds (whether one or more), shall be adhered to by Developer and Developer's assigns and successors in interest:

(i) Provide normal and customary cleaning and maintenance to the detention basins and ponds (whether one or more) located in the Development including, but not be limited to, weed and algae control, dam stabilization, emergency overflow, outlet structure (including trash rack), dredging and biological control.

(ii) Dredging of the storm water facilities shall require permits and approvals under Wisconsin Statutes Section 30.20 to remove materials from the bed of a pond ultimately connected to Lake Michigan from the DNR.

(iii) All weed, algae and other biological control utilizing chemical treatments shall be made consistent with the regulatory requirements that apply to the use of EPA/State Registered Chemicals in detention basins and ponds or lakes and regulations of the DNR. With few exceptions, a permit must be filed with, and approved by, the DNR prior to chemical treatment. In certain circumstances, a representative of the DNR will monitor or supervise the chemical treatment. Developer should contact the DNR for additional information.

(iv) All detention basins and ponds shall be certified by a licensed professional engineer or land surveyor as a condition of Final Plat approval. To assure compliance with the approved plans, the Developer shall recertify the detention basins and ponds (whether one or more) as a condition of transferring ownership to the Association, but in no event shall such recertification occur later than five years after the approval of the Final Plat.

(v) Initial certification of the detention basins and pond (whether one or more) shall be submitted with an as-built record drawing.

(vi) All detention basins and ponds shall be inspected in compliance with the inspection report form supplied by the City. Any deficiencies shall be corrected promptly. A copy of the report form, including but not limited to photographs or diagrams of the deficiency and corrections with the certification shall be provided to the Association, and any other assigns and successors in interest of the Developer, and shall be promptly submitted to the City Engineer for review and approval. Specific areas shall include, but not be limited to:

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

(vii) To guarantee performance of all of the foregoing obligations concerning the private stormwater drainage and storage facilities, including detention basins and ponds, the Developer shall, in accordance with Section 58-677(b) of the Code, deposit a performance bond, letter of credit or cash deposit (the “Stormwater Guarantee”) to guarantee the good faith execution of the approved control plan and any permit conditions. The Stormwater Guarantee shall be in an amount equal to 125% of the estimated cost of construction and maintenance of the storm water management practices. The City will release the portion of the Stormwater Guarantee less any costs incurred by the City to complete installation of the facilities upon submission of a certification in accordance with Section 58-678(h) of the Code.

(viii) Not less than 90 days prior to the final expiration of the Developer’s Stormwater Guarantee obligations, or at such time as the Developer shall convey the outlots or common areas in or on which are located the stormwater drainage and storage facilities, including detention basins and ponds, to the Association or other assigns or successors in interest, whichever is later, the Developer shall have the detention basins and ponds recertified as described above.

(ix) At any time in the future, if, in the opinion of the City, either the Developer (in keeping with the limitations upon its responsibility as expressed in this Section), the Association or any other assigns or successors in interest, shall fail to install or maintain the stormwater drainage and storage facilities, including detention basins and ponds, the City, at its option, may give the Developer, the Association or other assigns or successors in interest, as may be interested, written notice requiring any or all of them within 30 days of the date of notice, to cure the failure and to maintain and to provide the required care. If the notified party fails to comply with the demands of the notice, the City shall have the right, but not the obligation, to perform the work necessary to correct the deficiency, and to charge the cost of such work, including administrative charges, to the Developer, the Association or other assigns and successors in interest, or any combination of them, by drawing upon the Stormwater Guarantee and/or by imposing such charge as a special charge for services pursuant to Wisconsin Statutes Section 66.0627. If such charge is not promptly paid by the party to whom the charges were invoiced, the charges shall constitute a lien and special charge on the applicable property (whether one or more). The City may also draw on the Stormwater Guarantee upon the occurrence of an Event of Default, as defined below.

(x) The City Engineer has the authority to stop work, amend or alter remediation measures to the detention basins and ponds. Failure to comply will result in the issuance of a municipal citation with a forfeiture as prescribed by law, an action for injunction or mandatory injunction, or any combination of remedies. Each day a violation exists shall constitute a separate offense.

(xi) The Association shall be responsible for recertifying the detention basins and ponds as and when required under the Code, to correct all deficiencies in such facilities and to comply with all other provisions of the Code related to such facilities.

(xii) The agreement and all of its covenants are and shall be covenants running with the land, and shall encumber the Development, and shall bind the Developer and its heirs, personal representatives, successors and assigns, including without limitation the Association. The agreement shall specifically include this language and shall not be incorporated by reference. The agreement shall be recorded with the Ozaukee County Register of Deeds.

32. Additional Covenants, Conditions and Restrictions. Prior to Final Plat approval, the Developer shall record the following additional covenants, conditions and restrictions against the Property (the “Covenants”). The Covenants shall be subject to review and approval by the City. The Covenants shall:

(a) Prohibit, without the express written consent from the City Engineer and approval by the Planning Commission, future property owners from (a) removing any berms, landscaping or amenities installed on the Development as a condition of landscaping, open space, grading or drainage plans, and (b) placing

landscape features, berms or plantings which disrupt flow of run-off in drainage ways or courses approved as a condition of the grading and drainage plans.

- (b) Notify future lot owners of the obligations set forth below.

OBLIGATIONS OF BUILDER/LOT OWNER

33. Compliance with Grading Plan. Any person who constructs a building in the Development shall be responsible for siting the principal building and rough and fine grading the building pad to comply with the master grading plan.

34. Sump Pump Discharge and Roof Drainage Plan. Any person who constructs a building in the Development shall submit, at the time of architectural review and approval, a sump pump discharge and roof drainage plan in accordance with Storm Water Management Plan approved by the City Engineer.

35. Impact Fees. The City will assess impact fees pursuant to Sections 58-138 et seq. of the Code. Such impact fees shall be paid by the Developer or the purchaser of the lot prior to obtaining a building permit. The City retains the right to amend and modify its impact fee ordinance, the methodology by which impact fees are calculated or the numerical component values of the impact fee calculation in the future. The impact fees payable shall be based upon the impact fee calculation in effect at the time of the issuance of any building permit.

36. Sanitary Sewer Laterals. If the Development is served by public sewer, lateral locations shall not deviate from the approved plan unless first approved by the City.

WARRANTIES AND INDEMNIFICATIONS

37. Warranty of the Public Improvements. All of the Public Improvements shall be warranted against defects due to faulty materials or workmanship which appear within one year from the date of the City's acceptance of the dedication, and Developer shall assign to the City applicable contractor warranties for the Public Improvements. If any defect should appear during the warranty period, the City shall first seek to enforce any applicable contractor warranty; however, the Developer guarantees the Public Improvements and shall indemnify the City to the extent of any default or failure of any contractor to honor the warranty. The Developer guarantees each repair or replacement performed pursuant to this paragraph for one year from completion. This warranty survives any provision of this Agreement that purports to discharge or release the Developer.

38. Environmental Indemnification. The Developer shall indemnify, defend and hold the City and its officers harmless from any and all claims, demands, causes of action, losses, damages, and liabilities asserted against the City or its officers, together with related costs and expenses (including reasonable attorneys', consultants' and experts' fees, costs and expenses) that arise as a result of the presence or suspected presence in or on the real property dedicated or conveyed to the City by, under, pursuant to, or in connection with the Final Plat or this Agreement including, but not limited to street rights of way, of any toxic or hazardous substances arising from any activity occurring prior to the acceptance of dedication of the Public Improvements. Without limiting the generality of the foregoing, the indemnification by Developer shall include costs incurred in connection with any site investigation or any remedial, removal or restoration work required by any local, state, or federal agencies because of the presence or suspected presence of toxic or hazardous substances in, on or under the real property, whether in the soil, groundwater, air or any other receptor. The City will notify the Developer of the discovery of any contamination or of any facts or circumstances that reasonably indicate that such contamination may exist in, on or under the real property. Following notification to Developer that contamination may exist, the City shall make reasonable accommodations to allow the Developer to examine the real property and conduct such clean-up operations as may be required by appropriate local, state or federal

agencies to comply with applicable laws. This indemnification survives any provision of this Agreement that purports to discharge or release the Developer.

39. Claims by Third Parties. The Developer shall indemnify, defend and hold the City and its officers harmless from any and all claims, demands, causes of action, losses, damages, and liabilities asserted against the City or its officers, together with related costs and expenses (including reasonable attorneys', consultants' and experts' fees, costs and expenses) brought in connection with any damage suffered by third parties, including personal injury or property loss, resulting from construction of the Improvements or development of the Development regardless of any asserted negligence of the City asserted in connection with inspection of work performed or materials supplied by or on behalf of the Developer or its contractors, subcontractors or agents, unless such claim is the result of negligent or willful misconduct by the City, or its officers, agents, or employees. This indemnification survives any provision of this Agreement that purports to discharge or release the Developer.

40. Street Damage. The Developer shall be responsible for all damage done to streets within the City, street landscaping, street trees, curbs, utilities, light poles and other property of the City as a result of construction activities associated with the Development, including without limitation street damage as a result of excessive hauling operations or installation of the Improvements. This covenant survives any provision of this Agreement that purports to discharge or release the Developer.

FINANCIAL OBLIGATIONS

41. Costs Incurred by the City. The Developer will pay all reasonable costs incurred by the City in connection with the Development, including without limitation costs of attorneys, landscape architects, outside engineers and other consultants and costs regularly charged by the City for its staff's time and materials used in (a) reviewing and approving the Plans (including without limitation engineering and landscaping plans), (b) inspecting the construction and/or installation of the Improvements, (c) installing street signs, and (d) reviewing and approving record drawings for City files. The Developer will also pay any other costs that may be incurred by the City in connection with the installation of the Improvements. Costs will include the costs of labor, equipment, materials, engineering, inspection and overhead costs incidental to the Improvements. The City will send invoices for the costs to the Developer periodically, as costs are incurred or as the Improvements are completed. The Developer will pay the City's invoices within 30 days after the date sent by the City. The City may, in its discretion, add a late payment charge of 1.5% per month, computed from the date of the original invoice until paid, for any amount not paid when due.

42. Special Assessments. No special assessments are contemplated in connection with the Development.

43. Streetlights. The Developer shall be responsible for the cost of installation of a WE-Energies LED standard streetlight mounted on a wooden pole or may provide an upgraded bronze FG Smooth pole and rectangular low fixture, as shall be approved by the City, at each main entrance to the Development. The City's Public Works Department shall arrange for the installation permit and coordinate the installation. The Developer shall pay for labor and materials within 30 days after being invoiced. After acceptance of dedication of the Public Improvements by the City, the City shall assume responsibility for the monthly energy costs and future maintenance for the streetlight(s).

44. Landscaping Completion Guarantee. If the City agrees to Final Plat approval despite landscaping and/or hardscape amenities, including the installation of required street trees, not being completed (the City shall not be obligated to grant Final Plat approval under such circumstances), the Developer shall provide to the City bids, contracts or other evidence sufficient, in the sole opinion of the City, to demonstrate the cost of completing such work, including the costs of labor and materials. The evidence of cost shall be subject to review and approval by the City. The Developer shall, prior to Final Plat approval, provide to the City a

performance bond, letter of credit or cash deposit in an amount equal to 125% of such costs. The form and content shall be acceptable to the City Attorney in the City Attorney's reasonable discretion. The Developer shall pay all costs of completing the work, including with limitation labor, material and costs regularly charged by the City for its staff's time. If the work is not completed to the reasonable satisfaction of the City on or before June 30 of the year following Final Plat approval, or upon the occurrence of an Event of Default, as defined below, the City may draw on demand the full amount of the performance bond, letter of credit or cash deposit to defray the costs of finishing the work. The City shall hold such funds and apply them as costs are incurred. The City shall refund the balance, if any, after the work is completed. If the funds are inadequate to defray the costs, the Developer shall owe the balance to the City.

45. Landscaping Survival Guarantee. The Developer shall, prior to Final Plat approval, provide to the City a performance bond, letter of credit or cash deposit in an amount equal to 25% of the costs of labor and materials in installing landscaping and hardscape amenities (excluding street trees and any other landscaping that is a Public Improvement). Such costs shall be determined by the City based on its review of the Developer's contracts and paid receipts. The letter of credit shall insure the cost of labor and materials to replace landscaping that dies within three years of installation. The form and content shall be acceptable to the City Attorney in the use of the City Attorney's reasonable discretion. The Developer or its assign shall pay all costs of replacing any dead or dying landscaping. If the responsible person fails to replace such landscaping within 30 days of demand, or upon the occurrence of an Event of Default, as defined below, the City may replace the landscaping and draw on the performance bond, letter of credit or cash deposit on demand for the cost of the work, including without limitation labor, material and costs regularly charged by the City for its staff's time. If the funds are inadequate to defray the costs, the Developer shall owe the balance to the City.

46. Street Tree Survival Guarantee. The Developer shall, prior to Final Plat approval, provide to the City a performance bond, letter of credit or cash deposit in an amount equal to 25% of the costs of labor and materials in installing street trees and any other landscaping that is a Public Improvement. Such costs shall be determined by the City based its review of the Developer's contracts and paid receipts or as otherwise required by Wisconsin Statutes Section 236.13. The performance bond, letter of credit or cash deposit shall insure the cost of labor and materials to replace such landscaping that dies within 14 months of installation. The form and content shall be acceptable to the City Attorney in the use of the City Attorney's reasonable discretion. The Developer or its assign shall pay all costs of replacing any dead or dying landscaping. If the responsible person fails to replace such landscaping within 30 days of demand, or upon the occurrence of an Event of Default, as defined below, the City may replace the landscaping and draw on the performance bond, letter of credit or cash deposit on demand for the cost of the work, including without limitation labor, material and costs regularly charged by the City for its staff's time. If the funds are inadequate to defray the costs, the Developer shall owe the balance to the City.

47. Surface Completion Guarantee. If the surface course of a street cannot be constructed prior to October 15, the Developer shall provide to the City an estimate of the final surface cost, including the costs of inspections, shouldering, streets, curbs, gutters, failures, base repairs, defects and utility adjustments. The estimate shall be subject to review and approval by the City Engineer. The Developer shall, prior to October 15, provide to the City a performance bond, letter of credit or cash deposit in the amount of the approved estimate. The form and content shall be acceptable to the City Attorney in the use of the City Attorney's reasonable discretion. The Developer shall pay all costs of completing the work. If the work is not completed to the satisfaction of the City on or before June 30 of the immediately following year, or upon the occurrence of an Event of Default, as defined below, the City may draw on demand the full amount of the Surface Completion Letter of Credit to defray the costs of finishing the work, including without limitation labor, material and costs regularly charged by the City for its staff's time. The City shall hold such funds and apply them as costs are incurred. The City shall refund the balance, if any, after the work is completed. If the funds are inadequate to defray the costs, the Developer shall owe the balance to the City.

48. Street Wear Financial Guarantee. Prior to commencement of any construction activity, the Developer shall provide to the City a performance bond, letter of credit or cash deposit in an amount equal to \$1,000 per lot or unit in the Development (the “Street Wear Financial Guarantee”). The Street Wear Financial Guarantee is to provide security for compensation to the City for wear and tear and accelerated deterioration of the City’s streets as a result of infrastructure improvement associated with the hauling of stone and asphalt attributable to the Development. Wear and tear shall be determined as described above. The form and content of the Street Wear Financial Guarantee shall be acceptable to the City Attorney. If the Street Wear Financial Guarantee is in the form of a letter of credit, the requirements shall be substantially similar to the requirements of other letters of credit provided in this Agreement. If the Developer does not make the repairs as and when required, but in any event on or before the 60th day after written demand from the City, or upon the occurrence of an Event of Default, as defined below, the City may draw on demand the full amount of the Street Wear Financial Guarantee to defray the costs of the street repairs, including without limitation labor, material and costs regularly charged by the City for its staff’s time for inspections, shouldering, streets, curbs, gutters, failures, base repairs, defects and utility adjustments. The City shall hold such funds and apply them as costs are incurred. The City shall refund the balance, if any, after the work is completed. If the funds are inadequate to defray the costs, the Developer shall owe the balance to the City.

49. Stormwater Guarantee. The Developer shall provide the Stormwater Guarantee, as defined above, prior to the commencement of any construction activities. The form and content of the Stormwater Guarantee shall be acceptable to the City Attorney. If the Stormwater Guarantee is in the form of a letter of credit, the requirements shall be substantially similar to the requirements of other letters of credit provided in this Agreement.

50. Public Sanitary Sewer System Connection Charge. If the Developer is required to connect the Development to the public sanitary sewer system, the Developer shall pay to the City, in accordance with the requirements of Section 58-640 of the Code, a sewer connection charge of \$2,400 (12 lots or units @ \$200 per lot or unit) prior to Final Plat approval.

51. Developer’s Election. To the extent that any letter of credit required by this Agreement shall be determined to be for a public improvement, as that term is used in Wisconsin Statutes Section 236.13(2)(am), this Agreement constitutes the Developer’s election to use a letter of credit under Wisconsin Statutes Section 236.13(2)(am)1m.a.

52. Maintenance of Guarantees. Unless otherwise specified in this Agreement or state statutes, letters of credit and other financial guarantees shall be maintained for the periods required by the Code. The Developer shall provide any renewal of any letter of credit to the City prior to its expiration. Failure to do so shall be an Event of Default without notice.

FINAL PLAT APPROVAL; DEDICATION; RELEASE

53. Final Plat Approval

(a) The Common Council shall grant Final Plat approval upon certification by the City Engineer that (i) all of the Improvements have been satisfactorily inspected by the City Engineer and the Department of Community Development which have found that the Improvements have been satisfactorily constructed, installed and completed in accordance with this Agreement; (ii) the Developer has satisfied its financial obligations, including providing required letters of credit and other guarantees; and (iii) the Developer has satisfied all other requirements of this Agreement and the Development and Final Plat meet the requirements of this Agreement, the Code and applicable state laws.

(b) The Common Council may, but shall not be required to, grant Final Plat approval despite certain of the Improvements not being completed provided escrows have been established or guarantees provided that are adequate, as determined by the Common Council in its discretion, to ensure completion.

54. Dedication. Title to the Public Improvements, together with the land on which they are located, unless located within a dedicated easement, shall be dedicated and given in fee simple by the Developer to the City upon recording the Final Plat, as provided by Wisconsin law, and without recourse, and free and clear of all liens, claims and encumbrances. The lien waivers required above shall be a condition precedent of recording of the Final Plat. The Public Improvements shall have access from a dedicated street, where necessary.

55. Continuing Obligations through Dedication. The Developer shall not be released or discharged from its obligations under this Agreement until final inspection and certification of all the Improvements has been made by the City Engineer in writing, and the Improvements have been approved and their dedication accepted by the City.

DEFAULTS

56. Events of Default. The occurrence of any of the following shall constitute an “Event of Default”:

(a) Payments. The Developer fails to pay any amounts payable under this Agreement to the City when due.

(b) Non-Monetary. The Developer fails to observe or perform as and when required or breaches any of the covenants or agreements contained in this Agreement and, except as described below, such failure continues for 15 days after notice from the City of the failure (except as described for letters of credit). The City shall not be required to provide notice, or may shorten or eliminate the 15-day cure period, if the City determines in its discretion that the failure constitutes an imminent danger to health or safety or would constitute such an imminent danger in less than 15 days. The City may, in its sole discretion, provide in the notice for a cure period of longer than 15 days if the City determines that such longer cure period is warranted.

(c) Bankruptcy and Similar Actions. The Developer (i) is liquidated or ceases to exist; (ii) makes a general assignment for the benefit of creditors; (iii) admits in writing its, his or her inability to pay debts as they become due; (iv) files a petition by which it, he or she becomes the subject of bankruptcy or insolvency proceedings; (v) is adjudicated bankrupt or insolvent; (vi) files a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation; (vii) files an answer admitting or fails to contest the material allegations of a petition against it, him or her in any such proceeding; or (viii) seeks, consents to or acquiesces in the appointment of any trustee, receiver or liquidator for the Developer or the Development.

(d) Creditors' Actions. Any involuntary proceeding is filed against the Developer that seeks any reorganization, bankruptcy, arrangement, composition, readjustments, liquidation, dissolution, receivership or similar relief under any present or future statute, law or regulation that is not dismissed within 30 days of the date filed.

57. Remedies. Upon the occurrence of an Event of Default, without notice other than that required above, the City may exercise any one or more of the following remedies without waiving any rights or remedies available to it:

- (a) Immediately suspend performance under this Agreement.
- (b) Issue a stop work order.

(c) Issue citations to the extent the Event of Default constitutes a violation under any provision of the Code for which citations may be issued.

(d) Withdraw or withhold occupancy permits for any structures in the Development.

(e) Commence any legal or administrative action, in law or in equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the Developer under this Agreement.

(f) Perform or have performed any work, and have supplied any necessary equipment, goods, materials and services, to complete all or any part of the Developer's work, all at the Developer's cost.

(g) Draw any letter of creditor and exercise the City's remedies under any other financial guarantee.

(h) Exercise all other rights and remedies available to it at law or in equity.

58. Remedies Cumulative. The rights and remedies granted to the City under this Agreement are in addition to and cumulative of any other rights or remedies the City may have under the Code or state law. A delay or failure by the City in exercising any right or remedy shall not operate as a waiver of any such right or remedy or as an acquiescence of any default. No single or partial exercise of any right or remedy shall preclude any other or further exercise of a right or remedy or the exercise of any other right or remedy.

59. Attorneys' Fees. The Developer shall pay the City's costs of enforcement of this Agreement, including reasonable attorneys' fees and costs provided, however, that in the event of legal or administrative action, Developer shall only be responsible for the City's reasonable attorneys' fees and costs if the City is the prevailing party in any such legal or administrative action.

GENERAL PROVISIONS

60. Adequate Provision. Execution of this Agreement shall be accepted by the City as adequate provision for improvements within the meaning of Wisconsin Statutes Sections 236.01, 236.13 and 236.45(1).

61. Assignment. No assignment of this Agreement by the Developer shall be effective without the prior written consent of the City, and no assignment without such consent shall relieve the Developer of its obligations under this Agreement.

62. Effect of Acceptance. This Agreement binds and inures to the benefit of the Developer and the City and their respective heirs, legal representatives, successors and assigns. Regardless of who prepared the original draft of this Agreement, both parties have had significant input into its terms and content and, accordingly, no presumption shall be made against the drafter.

63. Modifications. Neither this Agreement nor any provision of this Agreement may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. No waiver by either party of any failure or refusal to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

64. Partial Invalidity. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

65. Headings. The headings in this Agreement are for convenience only and do not limit or expand the terms and conditions of this Agreement.

66. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin.

67. Requirement to Commence Construction. In accordance with Section 58-635(3)(e) of the Code, if the Developer fails to commence construction within two years of approval of this Agreement, this Agreement shall be null and void.

[SIGNATURE PAGES TO FOLLOW]

[CITY SIGNATURE PAGE TO DEVELOPMENT AGREEMENT]

CITY OF MEQUON

By: _____
 Andrew Nerbun
 Mayor

By: _____
 Caroline Fochs
 Clerk

STATE OF WISCONSIN)
) SS
 OZAUKEE COUNTY)

The foregoing instrument was acknowledged before me on _____,
 20____, by Andrew Nerbun, Mayor of the City of Mequon.

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

STATE OF WISCONSIN)
) SS
 OZAUKEE COUNTY)

The foregoing instrument was acknowledged before me on _____,
 20____, by Caroline Fochs, Clerk of the City of Mequon.

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

Approved by: _____
 Brian C. Sajdak, City Attorney

Attachment: Enclave Development Agreement (RESOLUTION 3982 : Enclave at Mequon Preserve South Ph III DA)

Mequon I, LLC

By: _____
Name: Chris Ehlers
Title: Authorized Officer and Signatory

STATE OF WISCONSIN)
) SS
COUNTY OF DANE)

The foregoing instrument was acknowledged before me on _____,
20___, by Chris Ehlers, as Authorized Officer and Signatory of Mequon I, LLC.

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

Document Drafted by:

Attachment: Enclave Development Agreement (RESOLUTION 3982 : Enclave at Mequon Preserve South Ph III DA)

EXHIBIT A
to the
DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF MEQUON AND
MEQUON I, LLC

Enclave at Mequon Preserve South

Legal Description

The Enclave at Mequon Preserve VI Legal Description

Part of Lot 2 and part of Lot 3 of Certified Survey Map No. 3723, recorded in the Ozaukee County Register of Deeds office as Document No. 888068, all being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 28, Township 9 North, Range 21 East, City of Mequon, Ozaukee County, Wisconsin, being more particularly described as follows:

Commencing at the Southeast corner of the Southeast 1/4 of said Section 28; thence North 01°-07'-49" West along the East line of said Southeast 1/4, a distance of 662.59 feet to the Easterly extension of the South line of Outlot 18 of The Enclave at Mequon Preserve IV Subdivision (EMP IV) recorded in the Ozaukee County Register of Deeds Office as Document No. 1113152; thence South 88°-23'-08" West along said Easterly extension, along the South line of said Outlot 18 and along a South line of The Enclave at Mequon Preserve V Subdivision (EMP V) recorded in the Ozaukee County Register of Deeds Office as Document No. 1123349, a distance of 596.89 feet to the Southwest corner of Coneflower Drive per said EMP V Subdivision, said point also being the point of beginning; thence continuing South 88°-23'-08" West along the South line of Lot 2 and Lot 3 of said Certified Survey Map No. 3723, a distance of 1,055.35 feet; thence North 01°-36'-52" West, a distance of 258.24 feet; thence South 88°-31'-33" West, a distance of 140.20 feet; thence North 03°-18'-23" East, a distance of 134.31 feet; thence Northwesterly 115.94 feet on a curve to the right having a radius of 230.00 feet, the chord of said curve bears North 72°-15'-11" West, a chord distance of 114.71 feet; thence South 39°-40'-56" West, a distance of 57.34 feet; thence North 50°-19'-04" West, a distance of 60.00 feet; thence North 39°-40'-56" East, a distance of 57.34 feet; thence Northwesterly 51.59 feet on a curve to the right having a radius of 230.00 feet, the chord of said curve bears North 36°-23'-51" West, a chord distance of 51.48 feet; thence North 29°-58'-19" West, a distance of 18.47 feet; thence North 60°-01'-41" East, a distance of 60.00 feet; thence South 29°-58'-19" East, a distance of 18.47 feet; thence Southeasterly 80.59 feet on a curve to the left having a radius of 170.00 feet, the chord of said curve bears South 43°-33'-11" East, a chord distance of 79.84 feet; thence North 28°-36'-19" East, a distance of 245.72 feet; thence North 89°-20'-39" East, a distance of 444.06 feet; thence North 24°-38'-20" East, a distance of 148.15 feet; thence North 00°-39'-24" West, a distance of 173.48 feet to the North line of Lot 3 of said Certified Survey Map No. 3723; thence North 88°-23'-07" East along said North line, a distance of 157.69 feet to a westerly line of said EMP IV Subdivision; thence South 00°-39'-24" East along said Westerly line, a distance of 310.07 feet to a southerly line of EMP IV Subdivision; thence North 89°-20'-39" East along said southerly line, a distance of 4.03 feet to the Northwest corner of said EMP V Subdivision; thence South 00°-39'-21" East along a westerly line of said EMP V Subdivision, a distance of 178.63 feet; thence South 89°-20'-39" West along a westerly line of said EMP V Subdivision, a distance of 50.00 feet; thence South 00°-39'-21" East along a westerly line of said EMP V Subdivision, a distance of 60.00 feet; thence North 89°-20'-39" East along a westerly line of said EMP V Subdivision, a distance of 157.86 feet; thence South 00°-39'-21" East along a westerly line of said EMP V Subdivision, a distance of 63.90 feet; thence South 75°-40'-31" East along a westerly line of said EMP V Subdivision, a distance of 11.43 feet; thence South 34°-52'-32" East along a westerly line of said EMP V Subdivision, a distance of 33.82 feet; thence South 09°-53'-16" West along a westerly line of said EMP V Subdivision, a distance of 5.90 feet; thence South 22°-46'-46" East along a westerly line of said EMP V Subdivision, a distance of 11.02 feet; thence South 00°-39'-21" East along a westerly line of said EMP V Subdivision, a distance of 30.77 feet; thence North 88°-23'-22" East along a westerly line of said EMP V

Attachment: Enclave Development Agreement (RESOLUTION 3982 : Enclave at Mequon Preserve South Ph III DA)

Subdivision, a distance of 67.99 feet; thence South 00°-39'-21" East along a westerly line of said EMP V Subdivision, a distance of 90.01 feet; thence South 30°-08'-35" East along a westerly line of said EMP V Subdivision, a distance of 102.44 feet; thence South 12°-21'-11" East along a westerly line of said EMP V Subdivision, a distance of 91.62 feet; thence North 88°-23'-08" East along a southerly line of said EMP V Subdivision, a distance of 200.79 feet to the west right-of-way line of Coneflower Drive; thence South 01°-36'-38" East along said west right-of-way line, a distance of 30.00 feet to the point of beginning and containing 14.309 acres (623,280 sq. ft.) of land more or less.



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

www.ci.mequon.wi.us

Office of Community Development

TO: Common Council
FROM: Jac Zader, Assistant Director Community Development
DATE: October 11, 2022
SUBJECT: RESOLUTION 3983 A Resolution Approving the Final Plat for Phase II of The Woods at Highland Park, a 5 Building, 10-Unit Condominium Development Located in the Vicinity of 12431 Green Bay Road, 12424 North Green Bay Road and 5555 W. Highland Drive

Background

The applicant, The Hoff Group, is requesting approval of the final plat for the second and final phase of the Woods at Highland Park Condominium development. The 28-unit (14-building) development was approved by the Common Council on September 11, 2018. The second phase consists of 10 units (5 buildings).

Analysis

The final plat for Phase II includes 10 condominium units (5 buildings) and is consistent with the approved Planned Unit Development (PUD) concept plan. Phase II is served by a private road off Green Bay Road.

Fiscal Impact

The 10 unit (5 building) second phase is estimated to be valued at \$500,000/unit, resulting in estimated annual tax revenue of \$68,800.

Recommendation

The Planning Commission recommended approval of the final plat on September 19, 2022, by a vote of 8-0.

Attachments:

Exhibit A: Final Plat (PDF)

Exhibit B: Zoning Map (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3983

A Resolution Approving the Final Plat for Phase II of The Woods at Highland Park, a 5 Building, 10-Unit Condominium Development Located in the Vicinity of 12431 Green Bay Road, 12424 North Green Bay Road and 5555 W. Highland Drive

RECITALS

A. The Common Council granted approval for the Woods at Highland Park Condominium development, a 28-unit (14 building) development, on September 11, 2018.

B. The developer has sought approval of the final plat for the second and final phase of the development, which consists of 10 units (5 buildings).

C. The Planning Commission granted Final Plat approval for the property on September 19, 2022.

D. The development agreement provides for the installation of improvements and the payment of fees in accordance with the City Engineer's report.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Mayor and the Common Council of the City of Mequon, Wisconsin, that the Final Plat for Phase II is approved, and the appropriate City officials are hereby authorized to sign this agreement, and upon completion of all required conditions of the Planning Commission on September 19, 2022, the Final Plat shall be recorded with the Ozaukee County Register of Deeds.

Approved by: Andrew Nerbun, Mayor

Date Approved: October 11, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on October 11, 2022.

Caroline Fochs, City Clerk

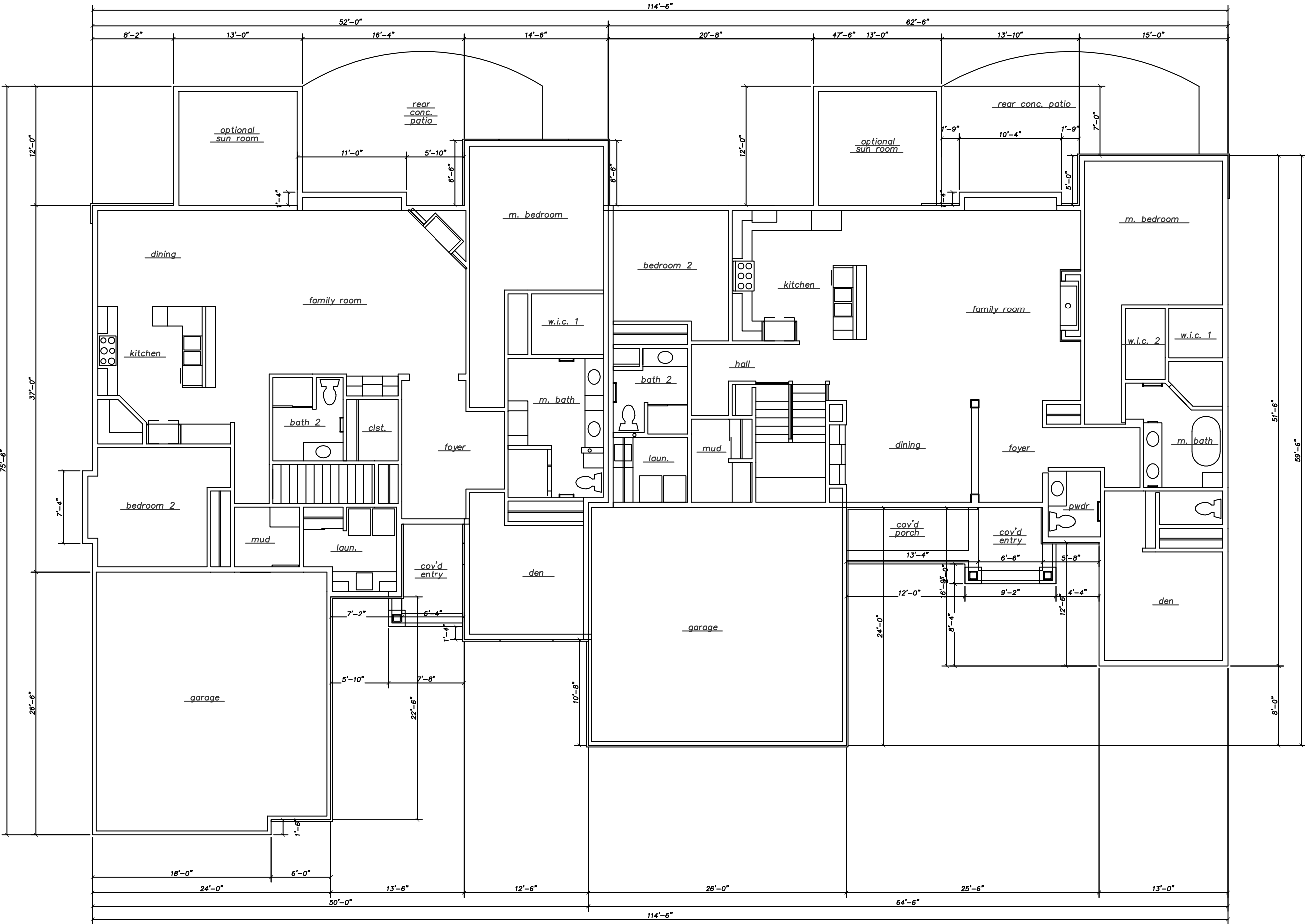


CONDOMINIUM PLAT OF
THE WOODS AT
HIGHLAND PARK
ADDENDUM NO.1

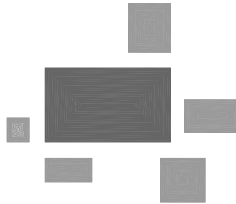
Being part of the Southeast 1/4 of the Northeast
1/4 of Section 15, Township 9 North, Range 21 East,
City of Mequon, Ozaukee County, Wisconsin



OCTOBER 14, 2021



NOTES:
- Unit Floor Plans may be mirrored in combinations according to Sheet 1.
- Buildings and improvements shown represent proposed construction.
- Square foot areas are approximate, taken from architectural plans of record, not measured as-built and do not include possible changes requested by purchaser.



This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461

PINNACLE ENGINEERING GROUP

2,100 SQ. FT.
UNIT 20

"PRINCETON"
FIRST FLOOR PLAN
NOT TO SCALE

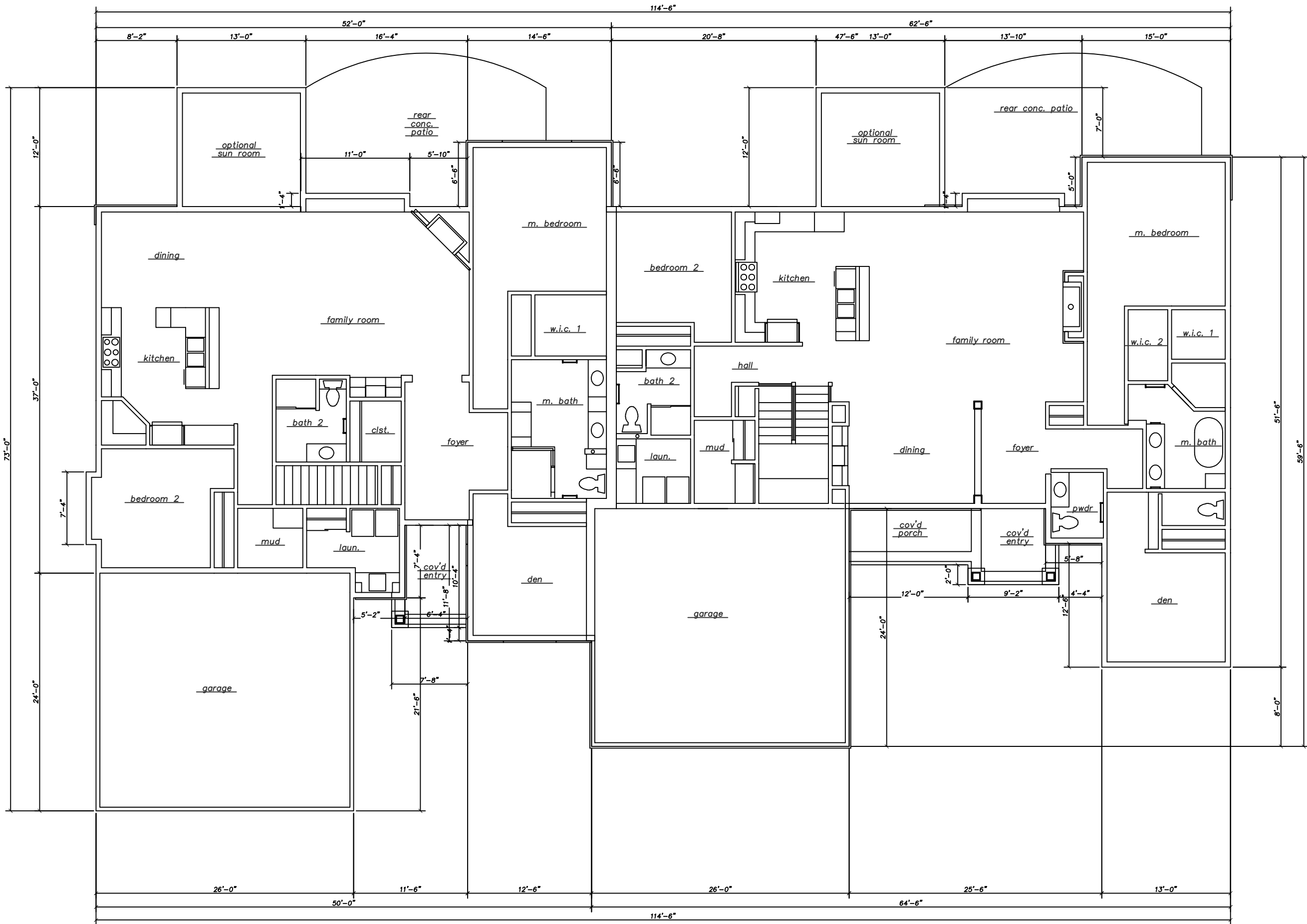
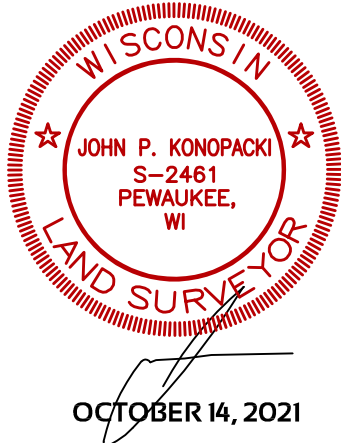
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UNIT 19

PEG JOB#1055.00
SHEET 2 OF 6

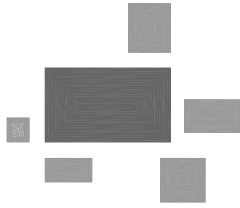
www.pinnacle-engr.com

CONDOMINIUM PLAT OF
THE WOODS AT
HIGHLAND PARK
ADDENDUM NO.1

Being part of the Southeast 1/4 of the Northeast
1/4 of Section 15, Township 9 North, Range 21 East,
City of Mequon, Ozaukee County, Wisconsin



NOTES:
- Unit Floor Plans may be mirrored in combinations according to Sheet 1.
- Buildings and improvements shown represent proposed construction.
- Square foot areas are approximate, taken from architectural plans of record, not measured as-built and do not include possible changes requested by purchaser.



This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461

PINNACLE ENGINEERING GROUP

2,100 SQ. FT.
UNIT 24

"PRINCETON" B
FIRST FLOOR PLAN
NOT TO SCALE

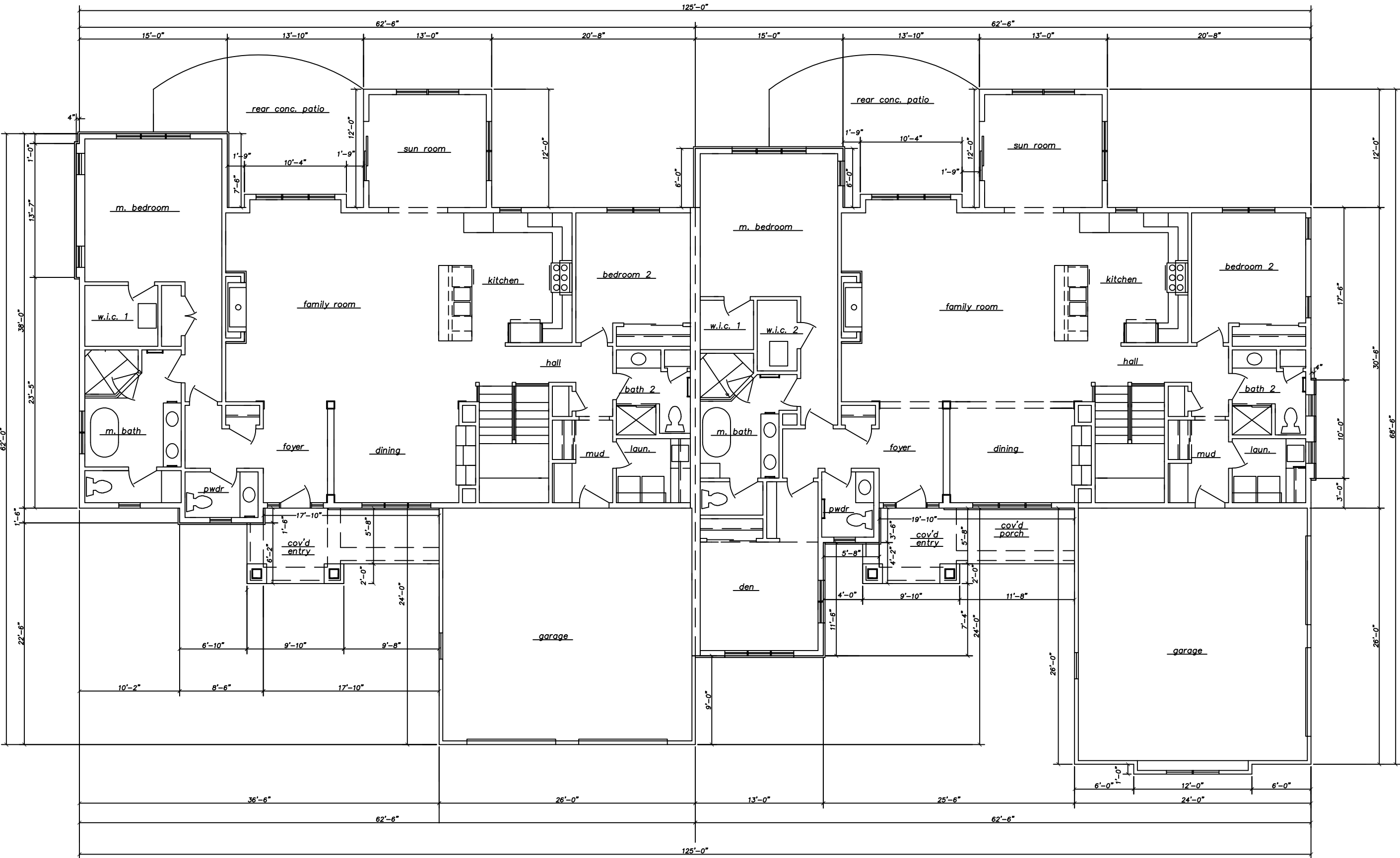
2,225 SQ. FT.
UNIT 23

PEC JOB#1055.00
SHEET 3 OF 6

www.pinnacle-engr.com

CONDOMINIUM PLAT OF
THE WOODS AT
HIGHLAND PARK
ADDENDUM NO. 1

Being part of the Southeast 1/4 of the
Northeast 1/4 of Section 15, Township 9
North, Range 21 East, City of Mequon,
Ozaukee County, Wisconsin



NOTES:
- Unit Floor Plans may be mirrored in combinations according to Sheet 1.
- Buildings and improvements shown represent proposed construction.
- Square foot areas are approximate, taken from architectural plans of record, not measured as-built and do not include possible changes requested by purchaser.

This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461
PINNACLE ENGINEERING GROUP

"STANFORD"
FIRST FLOOR PLAN
NOT TO SCALE

PEC JOB#1055.00
SHEET 4 OF 6

www.pinnacle-engr.com

CONDOMINIUM PLAT OF
THE WOODS AT
HIGHLAND PARK
ADDENDUM NO.1

Being part of the Southeast 1/4 of the Northeast
1/4 of Section 15, Township 9 North, Range 21 East,
City of Mequon, Ozaukee County, Wisconsin



NOTES:
- Unit Floor Plans may be mirrored in combinations according to Sheet 1.
- Buildings and improvements shown represent proposed construction.
- Square foot areas are approximate, taken from architectural plans of record, not measured as-built and do not include possible changes requested by purchaser.

This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461

PINNACLE ENGINEERING GROUP

PEC JOB#1055.00
SHEET 5 OF 6

www.pinnacle-engr.com

CONDOMINIUM PLAT OF
THE WOODS AT HIGHLAND PARK
ADDENDUM NO. 1

Being part of the Southeast 1/4 of the Northeast 1/4 of Section 15, Township 9 North,
Range 21 East, City of Mequon, Ozaukee County, Wisconsin

PLAN COMMISSION APPROVAL

Approved by the Plan Commission of the City of Mequon on this _____ day of _____, 20____.

Date John Wirth, Chairman

Date Secretary

COMMON COUNCIL APPROVAL

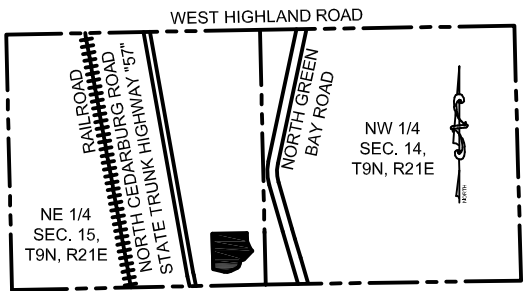
Approved by the Common Council of the City of Mequon, Wisconsin, on this _____ day of _____, 20____.

Date John Wirth, Mayor

Date Caroline Fochs, City Clerk

LEGAL DESCRIPTION:

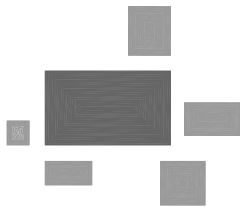
Being "Expansion Real Estate" in the Condominium Plat of The Woods at Highland Park, being all of Lot 2 of Certified Survey Map No. 4083, as recorded in the Register of Deeds office for Ozaukee County as Document No.1088855, located in the Southeast 1/4 of the Northeast 1/4 of Section 15, Township 9 North, Range 21 East, City of Mequon, Ozaukee County, Wisconsin.



VICINITY SKETCH
SCALE 1"=2000'



OCTOBER 14, 2021



This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461

PINNACLE ENGINEERING GROUP

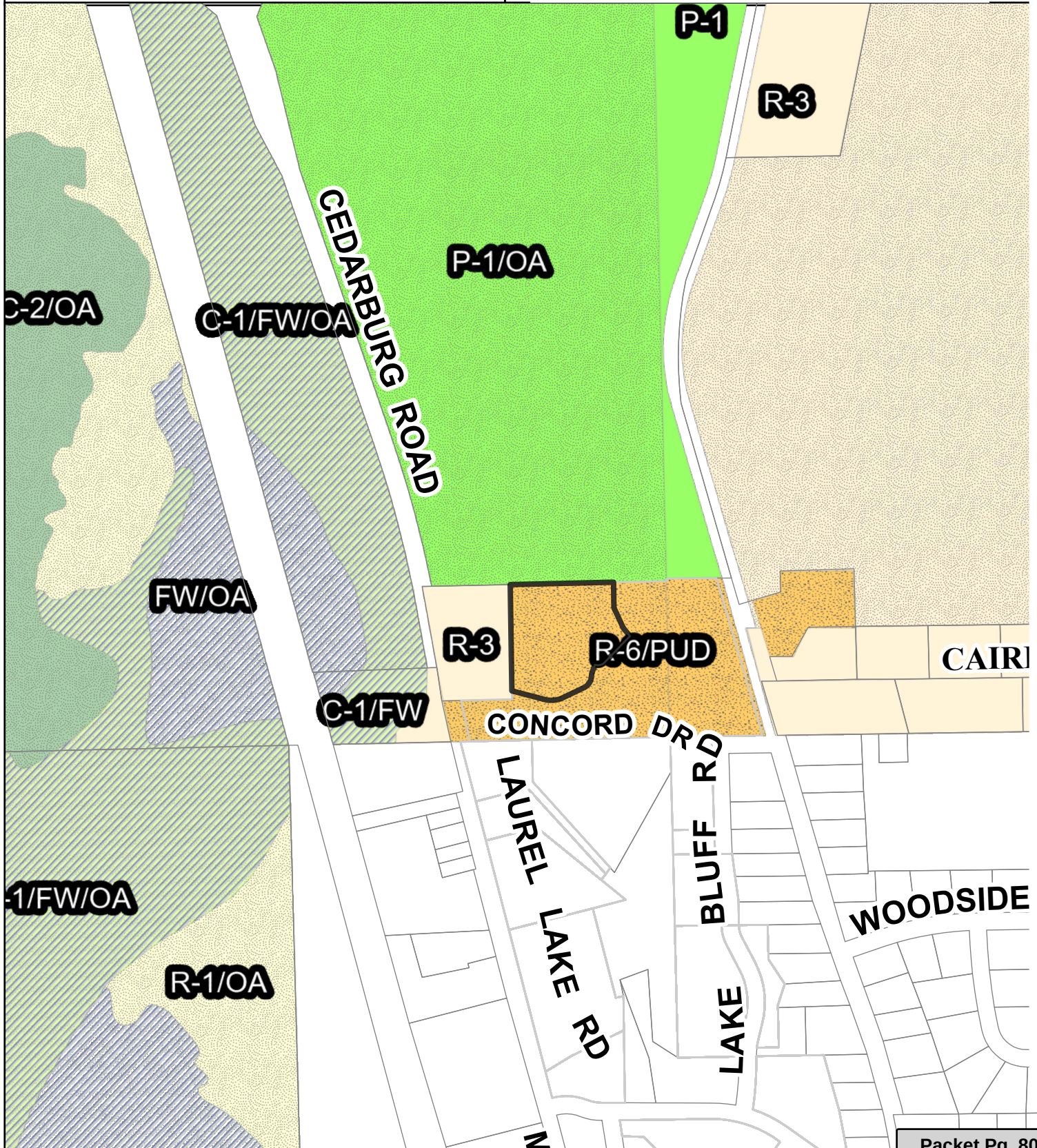
PEG JOB#1055.00
SHEET 6 OF 6

www.pinnacle-engr.com

THE WOODS AT HIGHLAND PARK - FINAL PLAT

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

7.m.b



Attachment: Exhibit B: Zoning Map (RESOLUTION 3983 : The Woods at Highland Park)



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

www.ci.mequon.wi.us

Office of Community Development

TO: Common Council
FROM: Jac Zader, Assistant Director Community Development
DATE: October 11, 2022
SUBJECT: ORDINANCE 2022-1629 An Ordinance Amending Chapter 58 of the Mequon Municipal Code, Establishing Veterinarian Clinics as a Conditional Use in the B-1 (Neighborhood Commercial) Zoning District

Background

An applicant is requesting a text amendment to allow for Veterinary Clinics as a conditional use in the B-1 (Neighborhood Commercial) Zoning District. This request is due to interest from a prospective tenant to locate a new business at 7625 W. Mequon Road.

Currently, Veterinary Clinics are permitted in the TC (Town Center), AC (Arrival Corridor), and NC (Neighborhood Commercial) Zoning Districts and as a conditional use in the B-2 (Community Commercial) and B-7 (Rural Office) Zoning Districts. There are also specific design considerations that the use is subjected to, regardless of the zoning. The specifications are as follows:

- (a) *Animal hospitals and veterinary clinics.* An animal hospital or veterinary clinic is an establishment that provides medical services to animals and limited boarding facilities and shall comply with the following:
 - (1) Such an establishment may not be located adjacent to any existing restaurant, grocery or food service within the same building.
 - (2) Such an establishment shall provide one or more designated outdoor areas for the animals as they arrive and leave the facility and for any walks. These outdoor areas shall be properly signed and maintained daily, screened from public view and any adjacent residential use and located within close proximity to the parking area. The size of these outdoor areas shall be determined by the size of the facility, number of staff members and number of animals served.
 - (3) All boarding shall be enclosed within the building.
 - (4) No animal shall be allowed to be left unsupervised between the hours of 10:00 p.m. and 6:00 a.m. in a building that contains residential units.

Analysis

The B-1 Zoning District was established to generally accommodate the basic day-to-day retail and service needs of persons residing in nearby residential areas. Staff believes the proposed use of a veterinary clinic fits this description. Currently, there are other similar uses, including medical and dental clinics that are conditional in the B-1 Zoning District. Staff supports the proposed text amendment to allow animal hospitals and veterinary clinics in the B-1 Zoning District as a conditional use. Since Table 58-517 (c) of the Animals Division cross references the Zoning District uses, as the chart will need to be updated as well.

Fiscal Impact

The text amendment is fiscally neutral.

Recommendation

The Planning Commission recommended approval on September 19, 2022, by a vote of 8-0.

Attachments:

Exhibit A: Proposed Text Amendment (DOCX)

Exhibit B: 58-517 (c) Animals (DOCX)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2022-1629

An Ordinance Amending Chapter 58 of the Mequon Municipal Code, Establishing Veterinarian Clinics as a Conditional Use in the B-1 (Neighborhood Commercial) Zoning District

RECITALS

A. Pursuant to the authority granted to it under Section 62.23(7) of the Wisconsin Statutes, the City of Mequon previously adopted a comprehensive Zoning Code for the City which includes the B-1 (Neighborhood Commercial) District under Section 58-294 of the Municipal Code.

B. An applicant has sought a text amendment to the B-1 regulations to allow for a veterinary clinic.

C. The Planning Commission, by a majority vote, adopted a recommendation to approve the text amendment on the 19th day of September 2022.

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

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

SECTION I

Section 58-294 (e) of the Mequon Zoning Code, which establishes conditional uses within the B-1 Zoning District and Table 58-517 (c) which cross references uses related to animals, are amended as attached in Exhibits A & B.

SECTION II

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

SECTION III

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

SECTION IV

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

Approved by: Andrew Nerbun, Mayor

Date Approved: October 11, 2022

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on October 11, 2022.

Caroline Fochs, City Clerk

Published: _____

Sec. 58-294. B-1 neighborhood business district.

- (a) *Purpose.* The B-1 district is established to generally accommodate the basic day-to-day retail and service needs of persons residing in nearby residential areas.
- (b) *General requirements.*
 - (1) Buildings shall be designed in individual or small groupings and shall not exceed 20,000 square feet per structure, nor exceed two stories in height, except as approved as a conditional use. The commercial development shall be designed and sized in a manner which is architecturally, aesthetically and operationally harmonious with surrounding development.
 - (2) All business, servicing or processing, except for off-street parking or loading, shall be conducted within completely enclosed buildings. Outside storage is not permitted except as specifically approved by the planning commission.
 - (3) In approving or disapproving proposed locations for uses under this section the planning commission shall give due consideration to the character and suitability of development for the area in which any such use is proposed to be located and shall also base its decision on such evidence as may be presented to the city planning commission regarding traffic generation, ground water impact, sewage disposal impact, lighting, soil limitations and the emission of noise, smoke, dust or dirt, odorous or noxious gases attributed to the proposed use. The city planning commission, in applying the provisions of this section, shall in writing recite the particular facts upon which it bases its conclusion. The applicant shall have an opportunity to present evidence contesting such unsuitability or propose adequate mitigation, if they so desire. Thereafter, the city planning commission may affirm, modify or withdraw its determination of unsuitability.
 - (4) Site development shall be approved by the planning commission in accordance with this chapter.
 - (5) Redevelopment of an existing building, where 50 percent or more of the existing building area is removed, shall be subject to the regulations in subsection (c) unless the city modifies the regulations in accordance with a conditional use process.
- (c) *Permitted uses.*
 - (1) Retail trade establishments which supply convenience and specialty goods and services including, but not limited to, groceries, meats, dairy products, baked goods or other convenience goods, drugs, dry goods and notions.
 - (2) Personal and professional service establishments which perform services on the premises including, but not limited to, repair shops, (watches, radio and television, etc.) tailor shops, beauty parlors or barber shops, photographic studios, dry cleaners, laundries.
 - (3) General offices.
 - (4) Finance, insurance and real estate services including, but not limited to, banks, insurance offices, savings and loan associations and security brokers.
- (d) *Accessory uses.*
 - (1) Residential quarters for the owner/proprietor located in the same building as the business.
 - (2) Accessory buildings and uses customarily incidental to the above uses including, but not limited to, garages and dumpster storage facilities.
- (e) *Conditional uses.*

- (1) Public uses including, but not limited to, post offices, schools and local governmental offices and facilities.
- (2) Restaurants which provide for the consumption of food primarily within the building. No fast food restaurants will be allowed.
- (3) Cultural activities including, but not limited to, museums, libraries and art galleries.
- (4) Public and/or private utilities, telecommunication installations, transmission and distribution lines, poles, and other accessories. Specific regulations related to wireless telecommunication installations shall be subject to this chapter. When a utility proposes a main inter-city transmission facility, the utility shall give notice to the city of such intention and of the date of hearing before the public service commission. Public and/or private utility installations less than three feet in height shall be subject only to City of Mequon staff approval and may be allowed subject to staff imposed conditions regarding, among other things, effective screening from public view with all season vegetation.
- (5) Churches, temples and synagogues.
- (6) Health care facilities including, but not limited to, dental clinics, medical clinics, chiropractic clinics and health clubs.
- (7) Satellite dishes.
- (8) Child day care facilities.
- (9) Structures in which shall be located only principal or conditional uses, as enumerated in subsection (c) above, and this subsection (e), but which are greater than 20,000 square feet, but not to exceed 40,000 square feet, in size and/or greater than two stories in height.
- (10) Development that includes a proposed modification to one or more standard district regulation applicable to the base zoning district and located on a vacant parcel which is non-conforming to the required base zoning district standards for minimum lot size or minimum lot width.
- (11) Development that includes a proposed modification to one or more standard district regulation applicable to the base zoning district and located on an improved parcel with an existing structure in which parcel, or improvement, or both, are non-conforming to any of the required base zoning district standards.

(12) Veterinary Clinic and Animal Hospitals

- (f) *Lot size.* The minimum lot size shall have an area of not less than 1.5 acres.
- (g) *Building size/floor area ratio.* The building(s) floor area ratio shall not exceed 30 percent.
- (h) *Building height.* The height of any structure shall not exceed 42 feet unless otherwise allowed in accordance with section 58-418.
- (i) *Minimum building setback.* All structures within the B-1 district shall be set back from the ultimate road right-of-way as follows:
 - (1) Freeways, 50 feet.
 - (2) All other streets and highways (excluding local streets), 65 feet, except when parking is proposed between the road and building the minimum setback shall be 95 feet.
 - (3) Local streets, 60 feet.
- (j) *Minimum building offset.* No building or structure, hereafter erected, shall be placed closer than 20 feet to a side or rear lot line. If, however, adjoining property is zoned residential, no commercial building or structure shall be placed closer than 30 feet to the adjoining residentially zoned lot line.

(k) *Open space ratio.*

(1) The open space ratio shall not be less than 40 percent except as follows:

- a. Future additions to buildings that were approved by the planning commission prior to August 12, 1994, shall be subject to a 30-percent open space ratio.
- b. Properties which were the subject of planned unit development zoning or development agreement approval prior to August 12, 1994, shall be subject to the contractual open space ratio approved by the city pursuant to such planned unit development zoning or development agreement.
- c. Construction of additional buildings on sites developed prior to August 12, 1994, shall be subject to a 30-percent open space ratio.
- d. Proposed redevelopment/reconstruction of sites developed prior to August 12, 1994, shall be subject to the 40 percent open space ratio if the redevelopment razes more than 50 percent of the existing building(s). If the redevelopment does not raze more than 50 percent of the existing building(s), a development shall be subject to a 30-percent open space ratio.

(2) No lot or parcel that was previously developed under a less restrictive open space ratio shall be deemed nonconforming due to lack of compliance with this current more restrictive open space ratio.

(l) *Lot width and lot length.* The minimum average lot width and minimum average lot length shall be 150 feet.(m) *Off-street parking.* In accordance with applicable regulation set forth in section 58-441 of this chapter.(n) *Minimum parking and driveway offset.* No driveway or parking area shall be located closer than 20 feet from a side or rear lot line unless specifically waived by the planning commission.(o) *Minimum parking setback.* No driveway (excluding the portion of driveway required for road access) or parking area shall be located closer than 25 feet to the ultimate road right-of-way.

(Code 1957, § 3.08(1); Ord. No. 99-984, 1-11-2000; Ord. No. 2001-1008, 3-13-2001; Ord. No. 2003-1078, §§ I, II, V, 8-12-2003; Ord. No. 2005-1143, § 11, 9-13-2005; Ord. No. 2008-1238, § I, 4-8-2008; Ord. No. 2008-1259, § I, 11-11-2008; Ord. No. 2010-1316, § I, 6-8-2010)

Sec. 58-517. Permitted and conditional uses.

- (c) *Other animal-related uses, structures and businesses.* No person shall maintain any animal-related use, structure or business except as set forth on Table 58-517(c) or unless otherwise specifically provided for in this division. Each zoning district in which an animal-related use, structure or business may be maintained is set forth on Table 58-517(c), together with, for each category, whether such use is permitted or conditional, the minimum parcel size on which such use may be maintained, any required permit or license and an indication of any specific requirements set forth below for that category. Notwithstanding the foregoing, structures marked below with an (*) may be kept at legal non-conforming residential properties in other zoning districts provided they would be otherwise allowed if the property were a residentially zoned property of a similar size and all other conditions for such structures are satisfied.

Table 58-517(c)

Animal-related uses, structures and businesses	Minimum Lot Size	Zoning Districts	Size	Permitted or Conditional	Permit or License Required	Specific Requirements
Animal hospitals and veterinary clinics	None	Town Center, Arrival Corridor, Neighborhood Commercial		Permitted	None	✓
Animal hospitals and veterinary clinics	None	B-1, B-2, B-7,	Per conditional use permit	Conditional	Conditional use permit	✓
Bee hives (*)	None	R-1 to R-5, A-1, A-2, OA, P-1	Two hives for one-fourth acre and one additional hive for each additional half acre	Permitted	None	✓
Commercial fish hatcheries	None	A-1, A-2	Per conditional use permit	Conditional	Conditional use permit	
Dog houses and dog runs (*)	None	R-1 to R-4, A-1, A-2, OA	Per specific requirements	Permitted	None	✓
Kennels	None	A-1, A-2, OA, B-2, B-4, B-5	Per conditional use permit	Conditional	Conditional use permit;	✓
Stables, barns, poultry houses, riding arenas and other similar structures for animals (*)	1.5 acres	R-1 to R-4, OA, A-1, A-2	1,000 square feet or less	Permitted	None	✓
Stables, barns, poultry houses, riding arenas and	1.5 acres	R-1 to R-4, OA, A-1, A-2	Over 1,000 square feet	Permitted	None	✓

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(Supp. No. 51)

other similar structures for animals (*)						
Pet daycares	None	B-4, B-5, Arrival Corridor, NC	Per conditional use permit	Conditional	Conditional use permit	✓
Pet stores	None	LTD	Per conditional use permit	Conditional	Conditional use permit	
Pet supply stores and pet grooming facilities	None	B-4, B-5, Arrival Corridor, NC	Per conditional use permit	Conditional	Conditional use permit	✓
Riding academies	None	A-1, A-2, OA	Per conditional use permit	Conditional	Conditional use permit	
Riding stables	None	A-1, A-2, OA	Per conditional use permit	Conditional	Conditional use permit	

- (d) Tables 58-517(a) and 58-517(b) set forth the maximum number of animals that may be kept on a property. If an animal allowed on a property gives birth, the newborns shall not be counted against the total allowed animals until the following ages:

Equine animals and camelids — 7 months

Swine — 4 months

All other livestock — 3 months

Poultry — 3 months

Dogs and cats — 5 months

- (e) Any animal or animal-related use, structure or business not listed in Tables 58-517(a), 58-517(b) or 58-517(c) as either permitted or conditional for a district shall be prohibited. Without limiting the generality of the foregoing, wild animals are prohibited in the city except as described in section 58-523.
- (f) If the minimum lot size for a zoning district is greater than a minimum lot size specified in Tables 58-517(a), 58-517(b) or 58-517(c), such greater lot size shall control.

(Ord. No. 2019-1543, Exh. A, 4-9-2019; Ord. No. 2019-1551, § I(Exh. A), 9-10-2019; Ord. No. 2021-1594, § I(Exh. A), 8-10-2021; Ord. No. 2021-1609, § I(Exh. B), 12-14-2021)



11333 N. Cedarburg Road
Mequon, WI 53092-1930
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: October 3, 2022
SUBJECT: ORDINANCE 2022-1630 An Ordinance Amending Section 2-216(10) of the Mequon Municipal Code, Increasing the Annual Carry-Over Limit for Paid-Time-Off Amongst Non-Represented Employees from 40 Hours to 80 Hours

Background

Section 2-216(10) of the Mequon Municipal Code governs the amount of paid-time-off (PTO) non-represented employees can annually carryover from one fiscal year to the next. The current limit is 40 hours. Staff is proposing to increase the limit to 80 hours, in order to afford employees with the ability to bank time for an extended vacation or leave.

Fiscal Impact

There is no fiscal impact to the City. Annual budget salary accounts include funds to finance PTO or payouts of such time earned by employees upon separation or retirement.

Recommendation

A recommendation is forthcoming from the Finance-Personnel Committee on October 11, 2022.

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2022-1630

An Ordinance Amending Section 2-216(10) of the Mequon Municipal Code, Increasing the Annual Carry-Over Limit for Paid-Time-Off Amongst Non-Represented Employees from 40 Hours to 80 Hours

RECITALS

A. The Common Council previously established the Personnel Code, which governs all non-represented employees in the City of Mequon.

B. The Common Council, having reviewed the annual carry-over limit for paid-time-off (PTO), has determined that the City should increase the maximum number of PTO hours employees may carry over from 40 hours to 80 hours per year.

SECTION I

Section 2-216 (10) of the Mequon Municipal Code is hereby amended to read as follows (NOTE: Deleted text is ~~struck through~~; Added text is underlined):

Employees will be allowed to carry over a maximum of ~~40~~80 hours of paid time off from one fiscal year to the next.

SECTION II

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

SECTION III

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

SECTION IV

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

Approved by: Andrew Nerbun, Mayor

Date Approved: October 11, 2022

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on October 11, 2022.

Caroline Fochs, City Clerk

Published: _____



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

www.ci.mequon.wi.us

Office of Community Development

TO: Common Council
FROM: Kim Tollefson, Director of Community Development
DATE: October 11, 2022
SUBJECT: RESOLUTION 3984 A Resolution Approving a Town Center Business Loan in the Amount of \$25,000 Between Bank Five Nine and Mammoth Fitness, for a Fitness Center Located at 6400 West Mequon Road

Background

In 2013, staff pursued and established a loan pool program with First Bank Financial Centre, now known as Bank Five Nine. A new branch was established in the City at the time and the institution focuses on a community's specific reinvestment needs. This program has been established in various communities and it is designed to focus on revitalization of downtown and main street areas.

Sites within the Town Center TID are eligible for the program. The program's purpose is to assist in revitalization efforts, increase capital investments and provide support to new and existing businesses. The program provides low-cost loans for start-up costs and for improving existing commercial structures and businesses. Loans are generally not less than \$10,000 or more than \$25,000 and have interest rates fixed at 1%. Initially, Bank Five Nine committed \$250,000 of capital to the program with the City of Mequon. To date, Ruby Tap, located in Town Center, is a recipient of one such loan. The loan processing, servicing and funding is all handled by Bank Five Nine.

Analysis

Final action by the Common Council is required and based on whether the business provides activities that can meet the Town Center neighborhood's objectives.

Mammoth Fitness is a new business at Spur 16, located at 6400 West Mequon Road, within the commercial building that was previously home to a Pilates and yoga studio. The proposed use is permitted by local zoning. Bank Five Nine has approved a loan for \$25,000 with a 1% interest rate and 10-year amortization (financial information is available upon request from the Department of Community Development). The use of funds will include further interior improvements to the space and the purchase of fitness equipment as start-up capital for operations (please see equipment and capital budget attached). These are eligible activities within the program guidelines.

The owner of Mammoth Fitness, Mitchel Klopp, has been in the fitness industry since 2013 and graduated from Concordia University Wisconsin. Mr. Klopp has continued his commitment to the Mequon area through his professional work since 2013, serving as a head coach and general manager at Moro Performance (please see attached biography and business strategy).

The City finds that Mammoth Fitness fulfills priorities for the Town Center business climate as established for the program initially approved by the Mequon Common Council:

- **A business that furthers the Town Center goals and spirit and intent as pedestrian oriented, mixed-use neighborhood.**

A fitness center caters to both residents and employees that live and work in the neighborhood and is considered a business that meets the day to day demands of residents attracted to the area.

- **A business that attracts a significant number of people to the Town Center and therefore creates activity at varying times.**

The business operation plan indicates that initially 50 members will be utilizing the services and therefore attracting consumers to the neighborhood with the potential to utilize other, adjacent retail and services.

- **A business that provides new jobs, start-up business and business expansion.**

The business operation plan indicates that 10 new jobs will be created at the time of opening the facility.

Fiscal Impact

The loan is fiscally neutral for the City.

Recommendation

The Economic Development approved the loan at their meeting on September 20, 2022 by a vote of 7-0. The Finance-Personnel Committee recommendation is forthcoming on October 11, 2022.

Attachments:

Application Details (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3984

A Resolution Approving a Town Center Business Loan in the Amount of \$25,000 Between Bank Five Nine and Mammoth Fitness, for a Fitness Center Located at 6400 West Mequon Road

RECITALS

A. The Economic Development Board, Finance-Personnel Committee and Common Council recommended approval of the original Town Center Business Development Loan Program in partnership with Bank Five Nine (previously First Bank Financial Centre) on July 9, 2013.

B. The Economic Development Board recommended approval of the Mammoth Fitness business loan on September 20, 2022.

C. The loan is being used to assist with the start-up of its business operations related to furthering building improvements and equipment purchasing.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Mayor and the Common Council of the City of Mequon, Wisconsin, that the Town Center Business Loan for Mammoth Fitness is hereby approved, and the appropriate City officials are hereby authorized and directed to sign this agreement, and upon completion of all required conditions, subject to any technical, legal or other non-substantive changes deemed necessary and appropriate by the City Attorney.

Approved by: Andrew Nerbun, Mayor

Date Approved: October 11, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on October 11, 2022.

Caroline Fochs, City Clerk

Biography

Since 2013 I have been emersed in the fitness culture, between being a college athlete as well as attending university specifically for exercise science. I graduated from Concordia University of Wisconsin with both my Undergraduate degree in Exercise Physiology and my master's degree was in Organizational Leadership and Administration. In the mixed of going through school I also hold certifications in USA Weightlifting, Living Fit Kettlebells, and CrossFit level 1 and Level 2 training certificates. I also have gone through numerus seminars to help my craft in fitness as well as rehabilitation. I have held a graduate assistant strength and coach position at Concordia and Interned at the division one level as a strength coach at University of Wisconsin Milwaukee.

Through the past five years I have held a position at a gym in Mequon (Moro Performance) where I have taken my craft as a coach and my determination as a person to be promoted to General Manager and Head coach. Over the last five years I have been rooted in the Mequon area and I am ready to venture out on my own. I have a deep following with the CrossFit community in the area so to start out I will begin with 50 members specifically for classes. On another note, I will be also bringing in 10 personal training clients upon opening the facility.

Equipment budget**REP****Dumbbell Rack**

Matte Black \$209.99

B-3100 Adjustable Weight Bench

Matte Black \$269.99

Slam Balls

10lb \$34.99

Slam Balls

5lb \$19.99

3-in-1 Wood Plyo Boxes

Large (20x24x30) \$119.99

3-in-1 Wood Plyo Boxes

Small (12x14x16) \$59.99

Medicine Balls

20lb \$75.99

16lb \$69.99

10lb \$55.99

Double \$689.99

Hex Dumbbell Sets

5-50lb Set \$1,099.99

Ab Support Mat

No Tailbone / Red \$19.99

Subtotal \$ 6,437.55**Shipping FREE****ROGUE FITNESS****Rogue 10KG Junior Bar****\$390.00****The Bella Bar 2.0 - Black Zinc****\$1,410.00****The Rogue Bar 2.0 - Black Zinc****\$1,740.00****Rogue OSO Barbell Collars****\$714.00****Rogue 9 Bar Holder \$330.00**

25KG Change Plate Set (IWF)

\$1,276.00

Rogue SPEAL Pull-up Bar 2.0

\$450.00

W-4 Unit - 4' Wall Mount

\$2,680.00

Gymnastic Wood Rings

\$455.00

Concept 2 Wall Mounted SkiErg with PM5

\$2,310.00

Assault AirBike

\$3,745.00

Black Concept 2 RowErg Rower - PM5

\$4,500.00

150KG Bumper Set

\$5,208.00

Rogue Vertical Plate Tree 2.0

\$490.00

Bolt-Together Bumper Stacker w/ Wheels

\$254.00

Est. Total

\$25,952.00

FLOORING

Tractor supply in Kohler 54 4x6 Rubber Stall Mats

\$49.99 x 54 = \$2,700

AMAZON

- 14 lb Wall balls champion sports \$44.20 X6
- Pull up bands Wikday \$33.99
- Hip circles Fit Simplify Resistance Loop Exercise \$12.95

TOTAL = (18 items): \$546.84

Grand Total: \$35,636.39

BUSINESS DEVELOPMENT LOAN POOL APPLICATION**I. APPLICANT INFORMATION**Name: Mitchel Klopp Telephone: 414.731.5157Home Address: 124 E. Wacker St. Port Washington, WI 53074Social Security Number: [REDACTED]**II. PROPOSED PROJECT**Full Legal Name of Borrower: Mitchel A. Klopp / Mammoth Fitness LLCAddress: 6300 W. Mequon Rd; Mequon, WI 53092
Street City State ZipContact Person: Mitchel Klopp Phone Number: 414.731.5157Type of Business: CrossFit GymYear Business was Established: 2022Years Under Current Management: 1st yr

Number of employees: Current: _____ Proposed: _____

Business Ownership:

☐ Sole Proprietorship☐ Corporation☐ General Partnership☒ Limited Liability Co.☐ S Corporation☐ Limited PartnershipLandlord Information: Name: Cindy ShafferPhone Number: 414.405.0860Lease Expiration: TBD Annual Rent: \$36,000

Any relationship between the business and the Landlord?

☐ Yes ☒ No

III. LOAN REQUESTAmount Requested: \$25,050.⁰⁰Term Requested: 10yrsFor what purposes will this credit be used?: Building Improvements
Equipment PurchasesHow will business repay this credit?: Cash Flow from Operations
(Projections Attached)Is business subject to either seasonal or cyclical cash flow variations? Yes X No

If yes, please explain: _____

IV. PURPOSE OF LOAN

Describe the scope of work which the Business Development Loan Pool funds are proposed for, and the anticipated benefits to be realized from the proposed project. (Examples: benefits low income employees, youths, minorities, handicapped, veterans, elderly, local economic benefits, Impact on the environment (if any), community benefits, financial impact on local government, etc.)

Please be as specific as possible by presenting a detailed outline of all proposed work, including all renovations, equipment, start-up costs and training costs, etc. If applicable, the design proposal should also accompany the application.

Location I am looking to rent has been a yoga studio and requires very minor changes on my part

I've attached an equipment/construction budget totalling \$35,636. This \$25,000 would assist with obtaining these items.

I've also attached my Biography showing my work up to now with Megua clientele

V. FINANCIAL INFORMATION

- a. Does this business currently pay taxes to the City of Mequon?
Yes ___ No X If yes, what is the amount \$_____.
Enclose copies of tax bills (property, inventory and equipment if applicable).
- b. Have you received any assistance from the City of Mequon, State of Wisconsin or any federal programs for the above presented project or any other property?
Yes ___ No X
- c. n/a Submit copy of deed or legal description of property, purchase and sales agreement or lease, whichever applies regarding use of loan proceeds.
- d. Business financial statements for the past three (3) years if the business is already in existence. If the business is new, a business plan is required which must include projections for at least two years into the future. (Attached)
- e. n/a Business' income tax returns for the past three (3) years, including all schedules.
- f. n/a Interim financial statements (if six (6) months have passed since the last fiscal year-end, provide all available interim statements).
- g. Personal Financial Statement for each proposed borrower, owner, partner or guarantor.
(Attached)
- h. Personal Federal Income Tax Returns for the past three (3) years for each proposed borrower, owner, partner or guarantor, include all schedules.
(Attached)

VI. COLLATERAL OFFERED TO SECURE LOAN *

Accounts Receivable		
Aging Report (Attached)	Date of Report:	<u>n/a</u>
Inventory		
Inventory List (Attached)	Valuation:	<u>n/a</u>
Equipment		
Bill of Sale (Attached)	Valuation:	<u>n/a</u>
Real Estate		
Recorded deeds (Copy(ies) (Attached)		<u>n/a</u>
Address:	_____	
Vehicle(s)		
Title(s) (Copy(ies) (Attached)		<u>na</u>
Valuation:	_____	

* If any collateral is pledged, identify and indicate name of secured party.

VII. Bank Relationships

Bank Name	Loan Type	Account Number	Balance
Bank Five Nine	Checking		

VIII. Credit References (include loans from banks, finance companies, individuals, other financial institutions, etc.)

Creditor	Loan Type	Account #	Monthly Payment	Balance	Collateral

IX. Trade References (List your four largest trade creditors).

Trade Creditor	Trade Terms	High Credit	Balance	Collateral

X. Top Four Customers

Name and Address	Selling Terms	% of Sales

(Loan) TC Business Mammoth Fitness : 3668 RESOLUTION (Details Application: Attachment)

	September	October	November	December	January	February	March	April	May	June	July	August
REVENUE												
Membership Dues - Unlimited	\$5,280	\$5,440	\$5,600	\$5,760	\$5,920	\$6,080	\$6,400	\$6,720	\$7,040	\$7,360	\$7,680	\$8,000
Membership Dues - 3 Days/Wk	\$1,800	\$1,920	\$1,920	\$2,040	\$2,160	\$2,160	\$2,280	\$2,400	\$2,520	\$2,620	\$2,640	\$2,760
Membership Dues - Personal Training	\$2,380	\$2,380	\$2,380	\$2,380	\$2,380	\$2,380	\$2,380	\$2,380	\$2,380	\$2,380	\$2,380	\$2,380
TOTAL REVENUE	\$9,460	\$9,740	\$9,900	\$10,180	\$10,460	\$10,620	\$11,060	\$11,500	\$11,940	\$12,260	\$12,700	\$13,140
EXPENSE												
Payroll - Owner	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Payroll - Staff	\$0	\$0	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500
Payroll Expenses	\$240	\$240	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300
Rent	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Utilities	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500
Insurance	\$888	\$888	\$888	\$888	\$888	\$888	\$888	\$888	\$888	\$888	\$888	\$888
Affiliation Fees	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250
Other - New Equipment Loan	\$219	\$219	\$219	\$219	\$219	\$219	\$219	\$219	\$219	\$219	\$219	\$219
TOTAL EXPENSE	\$7,097	\$7,097	\$7,657	\$7,657	\$7,657	\$7,657	\$7,657	\$7,657	\$7,657	\$7,657	\$7,657	\$7,657
NET INCOME	\$2,363	\$2,643	\$2,243	\$2,523	\$2,803	\$2,963	\$3,403	\$3,843	\$4,283	\$4,603	\$5,043	\$5,483

Notes

5% increase in membership per month, 1% churn per month (net 4% increase rounded up per month)

5% increase in membership per month, 1% churn per month (net 4% increase rounded up per month)

25 classes (by coaches other than Mitchell) @ \$20/class

	September	October	November	December	January	February	March	April	May	June	July	August
REVENUE												
Membership Dues - Unlimited	\$8,160	\$8,320	\$8,480	\$8,640	\$8,800	\$8,960	\$9,120	\$9,280	\$9,440	\$9,600	\$9,760	\$9,920
Membership Dues - 3 Days/Wk	\$2,880	\$2,880	\$3,000	\$3,000	\$3,120	\$3,120	\$3,240	\$3,240	\$3,360	\$3,360	\$3,480	\$3,480
Membership Dues - Personal Training	\$2,380	\$2,380	\$2,380	\$2,380	\$2,380	\$2,380	\$2,380	\$2,380	\$2,380	\$2,380	\$2,380	\$2,380
TOTAL REVENUE	\$13,420	\$13,580	\$13,860	\$14,020	\$14,300	\$14,460	\$14,740	\$14,900	\$15,180	\$15,340	\$15,620	\$15,780
EXPENSE												
Payroll - Owner	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Payroll - Staff	\$525	\$525	\$525	\$525	\$525	\$525	\$525	\$525	\$525	\$525	\$525	\$525
Payroll Expenses	\$303	\$303	\$303	\$303	\$303	\$303	\$303	\$303	\$303	\$303	\$303	\$303
Rent	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Utilities	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500
Insurance	\$888	\$888	\$888	\$888	\$888	\$888	\$888	\$888	\$888	\$888	\$888	\$888
Affiliation Fees	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250
Other - New Equipment Loan	\$219	\$219	\$219	\$219	\$219	\$219	\$219	\$219	\$219	\$219	\$219	\$219
TOTAL EXPENSE	\$7,685	\$7,685	\$7,685	\$7,685	\$7,685	\$7,685	\$7,685	\$7,685	\$7,685	\$7,685	\$7,685	\$7,685
NET INCOME	\$5,735	\$5,895	\$6,175	\$6,335	\$6,615	\$6,775	\$7,055	\$7,215	\$7,495	\$7,655	\$7,935	\$8,095

Notes

Net increase of 1 member / month

Net increase of 1 member / 2 months

Projected flat

25 classes (by coaches other than Mitchell) @ \$21/class

	September	October	November	December	January	February	March	April	May	June	July	August
REVENUE												
Membership Dues - Unlimited	\$10,080	\$10,080	\$10,240	\$10,240	\$10,400	\$10,400	\$10,560	\$10,560	\$10,720	\$10,720	\$10,880	\$10,880
Membership Dues - 3 Days/Wk	\$3,600	\$3,600	\$3,600	\$3,720	\$3,720	\$3,720	\$3,840	\$3,840	\$3,840	\$3,960	\$3,960	\$3,960
Membership Dues - Personal Training	\$2,380	\$2,380	\$2,380	\$2,380	\$2,380	\$2,380	\$2,380	\$2,380	\$2,380	\$2,380	\$2,380	\$2,380
TOTAL REVENUE	\$16,060	\$16,060	\$16,220	\$16,340	\$16,500	\$16,500	\$16,780	\$16,780	\$16,940	\$17,060	\$17,220	\$17,220
EXPENSE												
Payroll - Owner	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Payroll - Staff	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550
Payroll Expenses	\$306	\$306	\$306	\$306	\$306	\$306	\$306	\$306	\$306	\$306	\$306	\$306
Rent	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Utilities	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500
Insurance	\$888	\$888	\$888	\$888	\$888	\$888	\$888	\$888	\$888	\$888	\$888	\$888
Affiliation Fees	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250
Other - New Equipment Loan	\$219	\$219	\$219	\$219	\$219	\$219	\$219	\$219	\$219	\$219	\$219	\$219
TOTAL EXPENSE	\$7,713	\$7,713	\$7,713	\$7,713	\$7,713	\$7,713	\$7,713	\$7,713	\$7,713	\$7,713	\$7,713	\$7,713
NET INCOME	\$8,347	\$8,347	\$8,507	\$8,627	\$8,787	\$8,787	\$9,067	\$9,067	\$9,227	\$9,347	\$9,507	\$9,507

Notes

Net increase of 1 member / 2 months
 Net increase of 1 member / 3 months
 Projected flat

25 classes (by coaches other than Mitchell) @ \$22/class



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

www.ci.mequon.wi.us

Office of City Attorney

TO: Common Council
FROM: Brian Sajdak, City Attorney
DATE: October 4, 2022
SUBJECT: RESOLUTION 3985 A Resolution Disallowing the Claim of Kay-Xiong Yang
Dated September 16, 2022

Background

Before the Council is the claim of Kay-Xiong Yang in which she seeks to recover certain damages alleged to have been caused by the Police Department's involvement in the eviction of Ms. Yang from the residence at 9855 W. Hawthorne Road on September 6, 2022. In her claim, Ms. Yang seeks \$25,066,000 for items including trespass, harassment, threats, theft, and trademark violations. After reviewing the claim, the City Attorney recommends disallowance of the claim.

Recommendation

A recommendation is forthcoming from the Finance-Personnel Committee on October 11, 2022.

Attachments:
Claim (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3985

A Resolution Disallowing the Claim of Kay-Xiong Yang Dated September 16, 2022

RECITALS

A. Kay-Xiong Yang has filed a claim dated September 16, 2022, in the amount of \$25,066,000 for certain damages resulting from the Police Department's involvement in the claimant's eviction from 9855 W. Hawthorne Road.

B. Following an investigation of the claim, the City Attorney recommends disallowance of the claim.

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

1. The claim of Kay-Xiong Yang dated September 16, 2022, is disallowed.
2. The City Clerk is hereby authorized and directed to deliver notice of the disallowance of this claim to the claimant pursuant to Wisconsin Statute.

Approved by: Andrew Nerbun, Mayor

Date Approved: October 11, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on October 11, 2022.

Caroline Fochs, City Clerk

Certified Mailing No: 7021 2720 0002 4884 0720

Kay-Xiong: Yang
c/o 9855 West Hawthorne Road
Mequon, Wisconsin

Non-negotiable
NOTICE OF CLAIM

September 16, 2022

Mequon Police Department
11300 N Buntrock Ave
Mequon, WI 53092

RE: Notice of Claim and Request for Payment relating to violating recorded Fee Schedule.

Dear Mequon Police Agents and Detectives,

This is my Claim and an attempt to recover damages involving your office violating my fee schedule. Since you have continued to violate my rights, ignore my fee schedule, conspire to injure and harm my family without doing your diligence and refusal to cease and desist on private property own by a foreign trust under an American National, I am attempting to collect for the injury and harm you have caused me and my family.

As law enforcement, your job is to enforce the law, not take orders that are false and fraudulent. You should know that I have never received a loan from US Bank National Association or Select Portfolio Servicing. You should also investigate that I have filed all the proper documents and request for the judge and attorneys to answer my one question, please produce the proof of claim. Hence, they have refused and fraudulently foreclosed on my property. I filed an affidavit with the Ozaukee County Register of Deeds and a mailed copies to all parties involved; NO PARTY at anytime responded to my affidavit of truth. Any affidavit un rebutted holds true. Since you have decided to investigate me for criminal charges and encouraged Scott Fink to press charges against me (accordingly to the threatening message from Scott Fink) you should do your job as a lawful law enforcement agency and find out who the real criminals are in this case; I encourage you to pursue your criminal investigation. Until you can see clearly that the judge, the attorneys and the buyers have conspired to harm and injure my family and until you can properly give my family the justice that is owed to us, we will assume that you are in agreement to conspire with them and that you will not upheld the law of the land; rather, you will simply take orders without doing your diligence to harm and injure innocent people.

As a courtesy, I have enclosed some documents to help you with your criminal investigation. I figure since you only take orders and you don't take the proper time to do your job to enforce the law, I will help you. Should you find that my documents are useless because you've all conspire to overthrow me and my family, I will continue to pursue what the law of the land that has been set forth.

Your decisions and the actions subsequent to them have caused me and my family much harm and injury.

The full monetary amount of my Claim is \$25,066,000.00.

I am allowing you 3 days to make restitution to me. If, however, no response is forthcoming, I will have no choice but to pursue other remedy and you accept the lien filed. Your

NOTICE TO AGENT IS NOTICE TO PRINCIPAL. NOTICE TO PRINCIPAL IS NOTICE TO AGENT.

Attachment: Claim (RESOLUTION 3985 : Resolution Disallowing Yang Claim)

Certified Mailing No: 7021 2720 0002 4884 0720

Kay-Xiong: Yang
c/o 9855 West Hawthorne Road
Mequon, Wisconsin

company letterhead will be used to accept and make restitution. All proper IRS tax forms will be completed on your behalf. This letter is evidence.

Kind regards,


Kay-Xiong: Xiong
Grantor/Executor/Bailor

Attachment: Claim (RESOLUTION 3985 : Resolution Disallowing Yang Claim)

NOTICE TO AGENT IS NOTICE TO PRINCIPAL. NOTICE TO PRINCIPAL IS NOTICE TO AGENT.

Kay-Xiong: Yang
c/o 9855 West Hawthorne Road
Mequon, Wisconsin

INVOICE

DATE: September 16, 2022

RE: Fee

BILL TO:

Ozaukee County Sheriff's Office
1201 S Spring Street
Port Washington, WI 53074

Mequon Police Department
Mequon Safety Building
11300 N. Buntrock Ave
Mequon, WI 53092

Trading Space Investments LLC
Songbird Properties LLC
P.O. Box 194
Waukesha, WI 53187

STEVEN M. CAIN
1201 S Spring Street
Port Washington, WI 53074

	DESCRIPTION:	Qty	RATE (USD)	AMOUNT (USD)
1	Time	24	\$1,000	\$24,000.00
2	Unlawful Solicitation, trespass (1)	6	\$1,000,000	\$6,000,000.00
3	Offense against Entity (2)	6	\$500,000	\$3,000,000.00
3	Harassment (6)	6	\$7,000	\$42,000.00
4	Written Response (7)	4	\$2000	\$8,000.00
5	Correspondence (10)	4	\$2000	\$8000.00
6	Sheriff Letter after Notice (1)	2	\$2,000	\$4,000.00
7	Failure to perform a directive (16)	7	\$10,000.00	\$70,000.00
8	Unfounded Accusation 20)	7	\$50,000.00	\$350,000.00
9	Threat (24)	6	\$50,000.00	\$300,000.00
10	Coercion & Attempt (26)	7	\$200,000	\$1,400,000.00
11	Foreclosure (35)	7	\$200,000	\$1,500,000.00
12	Harassment after Notice (37)	7	\$100,000	\$700,000.00
13	Fraudulent Foreclosure (47)	4	\$2,000,000	\$8,000,000.00
14	Theft of Property (50) 100x # of days (8/10/22)	36	\$100,000	\$3,600,000.00
15	Trademark	4	\$15,000	\$60,000.00
GRAND TOTAL				\$25,066,000.00

TERMS:

100% Payment – cashier check, silver or gold
Kay-Xiong: Yang
Post Office Box 217
Mequon, WI 53092

Attachment: Claim (RESOLUTION 3985 : Resolution Disallowing Yang Claim)

Kay-Xiong: Yang
c/o 9855 West Hawthorne Road
Mequon, Wisconsin

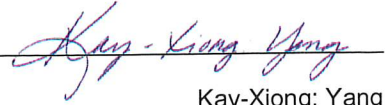
See Fee Schedule

See Trademark affidavit

NOTE: This amount is non-negotiable.

Payment is due within 15 days.

By: _____



Kay-Xiong: Yang

Executor/Shareholder/Bailor

Attachment: Claim (RESOLUTION 3985 : Resolution Disallowing Yang Claim)



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

www.ci.mequon.wi.us

Office of City Clerk

TO: Common Council
FROM: Caroline Fochs, City Clerk
DATE: October 6, 2022
SUBJECT: Closed Session for Potential Claim Against the Police Department

Background

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

Recommendation

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



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Office of City Clerk

TO: Common Council
FROM: Caroline Fochs, City Clerk
DATE: October 6, 2022
SUBJECT: Closed Session for Courtland Drive Storm Sewer Easement

Background

The Common Council may convene into closed session pursuant to Wis. Stat. §19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as deemed appropriate. In this case, it is anticipated that the Council would go into closed session for the purposes of discussing the recent appraisal of the land and to provide guidance on any negotiating strategy that may be necessary as a result of said appraisal.

Common Council Action Required

Motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e) for the purpose of discussing strategy for negotiations for acquisition of a stormwater drainage easement across the property located at 9731 N. Courtland Drive.