



11333 N. Cedarburg Road
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www.ci.mequon.wi.us

Office of the City Clerk
Taped and Televised

COMMON COUNCIL
Regular Meeting
Tuesday, November 12, 2024
7:30 PM
Christine Nuernberg Hall

Agenda

- 1) **Call to Order**
- 2) **Pledge of Allegiance**
- 3) **Roll Call**
- 4) **Convene as Appropriations Committee**
 - a) Approve Appropriations Committee meeting minutes of August 28 and October 8, 2024
 - b) Reconvene as the Common Council
- 5) **Public Hearing:**
 - a) **ORDINANCE 2024-1668** - An Ordinance Amending a Planned Unit Development (Ordinances 2019-1950 and 2020-1563), in Connection with Approval of a New Concept Plan for the Property Located at 10865-10931 N. Port Washington Road; **Recommended by Planning Commission September 23, 2024; First Reading at Common Council October 8, 2024.**
 - 1) Public Hearing
 - 2) Consideration of Ordinance
 - b) **ORDINANCE 2024-1671** - An Ordinance Adopting the Annual Budget and Appropriating Funds for the Operation of the Government and Administration of the City of Mequon for the Year 2025 and Levying for the Same; **Recommended by Appropriations Committee October 9, 2024; First Reading.**
 - 1) Public Hearing
 - 2) Consideration of Ordinance (Potential waiver of rules related to second readings)
- 6) **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.**

7) **Public Officials' Reports:**

- a) Mayor
- b) City Administrator

8) **Consent Agenda:**

- a) Common Council meeting minutes of October 8, 2024
- b) Architectural Board meeting minutes of September 9, 2024
- c) Code Enforcement Summary through October 1, 2024
- d) Festivals Committee meeting minutes of August 19, 2024
- e) Finance-Personnel Committee meeting minutes of September 10, 2024
- f) Joint Mequon-Thiensville Bike and Pedestrian Way Commission meeting minutes of September 5, 2024
- g) Mequon Municipal Water Utility Commission meeting minutes of September 10 and October 8, 2024
- h) Milwaukee River Advisory Committee meeting minutes of June 26, 2024
- i) Planning Commission meeting minutes of September 23, 2024
- j) Public Safety Committee meeting minutes of September 10, 2024
- k) Public Welfare Committee meeting minutes of September 10, 2024
- l) Public Works Committee meeting minutes of September 10, 2024
- m) Sewer Utility District Commission meeting minutes of June 11, 2024
- n) Tree Board meeting minutes of January 11, 2024
- o) **RESOLUTION 2024-4151** - A Resolution Authorizing a Development Agreement for the Swan Ridge Farms Subdivision - Phase II, for 42 of 83 Lots within a Single-Family Residential Neighborhood Located Immediately South and West of 10129 North Swan Road; **Recommended by Planning Commission October 21, 2024.**
- p) **RESOLUTION 2024-4152** - A Resolution Authorizing a Development Agreement for the Enclave Subdivision - Phase VIII, for 13 of the 82 Lots within a Single-Family Residential Subdivision Located Immediately North of 8200 West Donges Bay Road; **Recommended by Planning Commission October 21, 2024.**
- q) **RESOLUTION 2024-4153** - A Resolution Approving a Stormwater Facilities Maintenance & Easement Agreement, in Connection with Acquisition of a 10-Foot-Wide Storm Sewer Easement at 10538 North Gazebo Hill Parkway West; **Recommendation Forthcoming by Public Works Committee November 12, 2024.**
- r) **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. (Potential waiver of rules-second readings)
 - 1) **ORDINANCE 2024-1670** - An Ordinance Appropriating the Necessary Funds from the City of Mequon's Sewer Utility District for the Year 2025 for Capital Charge Payments to the Milwaukee Metropolitan Sewerage District and City of Mequon Capital Debt Service Requirements; **Recommended by Sewer Utility Commission October 30, 2024; First Reading.**
 - a. Consideration of Ordinance (Potential waiver of rules related to second readings)

9) Ordinances:

- a) **ORDINANCE 2024-1666** - An Ordinance Amending Chapter 14 of the Mequon Municipal Code, Regarding the Regulation of Peddlers, Transient Merchants and Solicitors; **Recommended by Finance-Personnel October 8, 2024; First Reading by Common Council October 8, 2024.**

10) Resolutions:

- a) **RESOLUTION 4154** - A Resolution Adopting the City of Mequon's Annual Fee Schedule for Fiscal Year 2025; **Recommendation Forthcoming by Finance-Personnel Committee November 12, 2024.**
- b) **RESOLUTION 4155** - A Resolution Approving Execution of an Engagement Letter for Auditing Services During Fiscal Years 2024-2028 with Baker Tilly US, LLP, Milwaukee, Wisconsin, in an Amount Not-to-Exceed \$252,300; **Recommendation Forthcoming by Finance-Personnel Committee November 12, 2024.**
- c) **RESOLUTION 4156** - A Resolution Authorizing Extension of a Professional Services Agreement for the Remaining Phases of the Enterprise Land Management System Selection Process with Avèro Advisors of Maryville, Tennessee, in an Amount Not-To-Exceed \$77,120; **Recommendation Forthcoming by Finance-Personnel Committee November 12, 2024.**
- d) **RESOLUTION 4157** - A Resolution Approving an Agreement for a Market Revaluation Update of All Real Property within the City of Mequon During the 2025 Assessment Year with Catalis Tax and CAMA, Inc. of Menomonee Falls, Wisconsin, in the Amount of \$225,000; **Recommendation Forthcoming by Finance-Personnel Committee November 12, 2024.**
- e) **RESOLUTION 4158** - A Resolution Renewing a Memorandum of Understanding Between the City of Mequon, the Village of Thiensville and the Mequon-Thiensville School District for the School Resource Officer Program During Calendar Years 2024-2028; **Recommendation Forthcoming by Public Safety Committee November 12, 2024.**
- f) **RESOLUTION 4149** – A Resolution Reassigning Undesignated Cash Reserves of \$1,000,000 within the Sewer Utility Fund to One-Time Capital Projects, in Accordance with City of Mequon Financial Policy Statement 3: Reserve Requirements; **Recommended by Sewer Utility District Commission October 30, 2024.**
- g) **RESOLUTION 4150** - A Resolution Adopting the Fiscal Year 2025 Sanitary Sewer Utility Budget and Establishing the 2025 Sanitary Sewer User Fee Schedule; **Recommended by Sewer Utility District Commission October 30, 2024.**

11) Specified Unfinished Business From Prior Meetings: None.

12) Specified New Business: None.

13) Potential Closed Session:

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

14) Adjourn

Dated: November 12, 2024

/s/ Andrew Nerbun, Mayor

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Notice is hereby given that a quorum of other governmental bodies may be present at this meeting to present, discuss and/or gather information about a subject over which they have decision-making responsibility, although they will not take formal action thereto at this meeting.

Persons with disabilities requiring accommodations for attendance at this meeting should contact the City Clerk's Office at 262-236-2914, twenty-four (24) hours in advance of the meeting.

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



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APPROPRIATIONS WORKSHOP

Wednesday, August 28, 2024

6:00 PM

Christine Nuernberg Hall

Minutes

1. Call to Order
2. Pledge of Allegiance
3. Roll Call

Present:

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

Also Present: City Administrator Jones, Finance Director Arnett, Assistant Finance Director Keyser, Assistant City Administrator Schoenemann, Police Chief Pryor, Fire Chief Bialk, Community Development Director Tollefson, Public Works Director Lundeen, City Clerk Fochs, Library Director Muchin Young, Executive Assistant Enea, and other interested parties.

4. Overview of Fiscal Year 2025 Budget Development Process

City Administrator Jones provided the Committee with an overview of how the budget for 2025 was completed. He first explained how there are many projects underway including the Port Washington Road Streetscape, Sewer Utility Funding, Lemke Park Pavilion, Life Station E, Agenda Management System, the Community Pool, the East Side Fire Station, the Public Safety Building, the Port Road Market Study, the Community Survey, Brush Site Automation, and the Land Management System. Tonight's agenda will include an update on the status of the City's FY2024 budget, a look forward to FY2025 budget development with revenue and expenditure considerations, Capital Financing, Component Unit Funding for the Library & Southern Ozaukee

Fire & EMS Department, and an update on expenditures related to funds received from the American Recovery Plan Act (ARPA).

5. Revenue Outlook

City Administrator Jones displayed a slide showing 2024 revenues as of July 31. Several revenue sources are lagging, but many of these typically accrue in the third and fourth quarters. Inspection permits are behind budgeted amounts, but ahead of last year. Department of Public Works fees are also trending under budget, but there has also been a corresponding reduction in expenditures. Pool fees have done well this year, due in part to the pool staying open later than other area pools. Interest income continues to rise with the City's investments at Port Washington State Bank and Dana Investments.

6. Expenditure Considerations

City Administrator Jones stated how expenses are currently at 56.2% through July 31. Common Council expenses are at 70.8% because of festival expenses (Taste of Mequon) and payment of dues for the City's membership in the League of Wisconsin Municipalities (\$11,000). Alderman Strzelczyk inquired if Special Events could be a separate line item, rather than lumped with Common Council. Alderman Bach asked what the City uses for check & balances? Mr. Jones explained how the City takes an incremental approach to budgeting, utilizing the previous year's budget as a base to build the following year's budget. Also, the City is required to have an audit every year, which is then reviewed by the Finance & Personnel Committee. Additionally, the City relies on each Department to submit its own budgets. Lastly, the City's Budget Team meets with each Department to review proposed revenues and expenditures as a part of the annual budget development process.

7. Fund Balance Update

Forecasting ahead to December 31, 2024, the City is expecting a surplus in every fund. The City's current fund balance range is 10-12%. Industry practice recommends that fund balances be equal to two months of expenditures. As an example, the GFOA minimum for all governments is 16.67%. The City's current bond ratings are AA (S&P) and Aa2 (Moody's). To achieve a AAA rating, existing rating agency criteria necessitates a 35% fund balance, which could generate a total cost savings of \$200,000 for a \$10 million issue over 20 years. Comparable communities do have higher fund balances, a slide was then shown with rating factors for comparable communities. The Finance & Personnel Committee will revisit this with Ehlers this Fall, as planning commences on a planned 2025 debt issue.

8. Revenue Considerations

The current City tax rate equals \$3.13 per \$1,000 of assessed value. Net new construction for next year equals 0.98%, which provides \$200,000 in new, available funding. Less ARPA funds were used in 2024 and \$0 is planned within the City's operating budget for 2025. The Joint Fire Department Levy Adjustment can be increased by CPI +2%. Notably, State levy limits may be exceeded by debt or referendum. City Administrator Jones pointed out that many neighboring communities have gone to referendum for Public Safety costs; Mequon has not needed to do that. In fact, the City has enacted several cost mitigation efforts dating back to 2017 with no City tax

rate increase for the new DPW building, securing funding for the School Resource Officer (SRO) program via a tri-party agreement with the Mequon-Thiensville School District and Village of Thiensville, completing the Dispatch consolidation with Ozaukee County and the Fire & EMS merger with Thiensville, and the cost savings found by switching to the League of Wisconsin Municipalities' Insurance.

9. Expense Considerations

City Administrator Jones then addressed some increases that will need to be taken into account when developing the 2025 budget, including 0.72% increase for General Employees and a 4.54% increase for Protective Service employees participating in the Wisconsin Retirement System. Health insurance will see around a 9% increase and liability/auto/property insurance will increase 2-4%. In addition, Police contract negotiations will be commencing in September and the last recommendation from a compensation analysis is anticipated for implementation in 2025. In addition, there are \$225,000 in compulsory increases that have been identified by staff, including: Road salt (\$52,000), Fuel (\$27,000), and Software Licenses (\$12,000). Some emergent costs to be aware of are \$30,000 for FEMA mapping, \$24,000 for the Community Survey, and \$101,000 for Taser/Squad/Body Cameras. Costs for Brush Site Improvements and Council Chamber HVAC repairs are still to be determined.

10. Revaluation

A market update evaluation was last completed in 2021. The cost was \$218,550 to complete the City-wide process. State law requires that the market/assessed value ratio needs to be between 90 -110%. Currently, the City ratio is 79% and there is a requirement to comply within four years. At the July Finance & Personnel Committee Meeting, the City Assessor recommended a market update evaluation at a cost of \$225,000. It is a periodic expense that could be paid with the interest that the City has accrued from the ARPA funds. Alderman Parrish thought this was a good value and Alderman Strzelczyk questioned how to best explain this to residents.

11. Capital/Debt Financing

Capital requests for 2024 are \$5.87 million, which is an increase of \$850,000 from 2024. 2024 is also the last year of borrowing money for the road program. Planned debt issue for 2025 could total \$10 million or more, based on projects discussed this evening. If the City keeps the debt issue under \$10 million, it will be eligible for the small issuer exemption, which results in a lower interest rate. City Administrator Jones then showed a chart of pay-as-you-go-funding for the past 10 years. In May, the Common Council reviewed alternative revenue sources such as vehicle registration fees and impact fees. Currently, the City only charges a parks impact fee. The City is only averaging 3 - 4 miles per year with the Road Program and Mequon has 210 miles to consider. A registration fee (wheel tax) is currently being charged by 40+ jurisdictions and ranges from \$10 - \$40 per vehicle. It would require an ordinance, as well as a DOT transaction fee of three cents per vehicle. If the City charged the median fee of \$20, multiplied by approximately 17,500 vehicles, it would equal \$350,000 in extra revenue. Alderman Parrish liked that the wheel tax could then be applied directly to roads. He suggested reducing the Parks Fee slightly and charging a fee for new development/high density buildings that could be applied to Public Safety.

12. Component Unit Funding

City Administrator Jones then spoke briefly about the Weyenberg Library and Southern Ozaukee Fire Department. The Library and City conducted a budget review from March to August 2023. \$81,000 remains for the library to use in ARPA funds, likely towards purchasing a new boiler. A new library funding agreement will be addressed in 2025, as efforts were postponed in 2024 due to staffing shortages in Thiensville. Alderman Bratt suggested a library impact fee.

The Southern Ozaukee Fire Department (SOFD) ended 2023 with a \$236,000 surplus and looks to end 2024 with another surplus. The \$300,000 in ARPA funding received from Ozaukee County will be expiring. The SOFD budget will be finalized this Friday, August 30 and approved at the SOFD Board Meeting on September 11. Alderman Parrish mentioned how the City does not charge a fiscal fee to SOFD, but Thiensville just increased their fiscal fee to the Library. He suggested that maybe Mequon should be the fiscal agent for both since we're trying to help our partner agencies and Thiensville is not.

13. 2025 Budget Schedule

Mr. Jones then reviewed the upcoming budget schedule with the Committee, which includes the following milestones:

September 30: Budget distribution

October 9: Appropriations Committee

October 16-21: Second Appropriations Committee, if needed

October 16-November 5: Sewer & Water Budget Meetings

November 12: Public Hearing & Budget Adoption

14. Adjourn

Alderman Bach moved to adjourn and Alderman Parrish seconded. All Committee members voted in favor, and the meeting was adjourned at 7:21 p.m.

Respectfully Submitted,

Carrie Enea
Executive Assistant



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Office of Administration
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APPROPRIATIONS COMMITTEE

Wednesday, October 9, 2024

6:00 PM

Christine Nuernberg Hall

Minutes

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Roll Call

Present:

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

Also Present: City Administrator Jones, Assistant City Administrator Schoenemann, Finance Director Arnett, Assistant Finance Director Keyser, Community Development Director Tollefson, Public Works Director Lundeen, Fire Chief Bialk, Police Chief Pryor, City Clerk Fochs, Executive Assistant Enea and Library Director Muchin Young

- 4) Budget Overview, Projects and Priorities

City Administrator Jones provided an overview of the budget process that the Budget Team and City staff have been working under to prepare a budget that takes effect January 1 and that will support all employees in their daily tasks of serving the City. It is a straight-forward budget with money needed to complete ongoing projects identified within the City's Strategic Plan such as Streetscaping along Port Washington Road, expanding the Lemke Park Pavilion, a new Agenda Management System, a Port Washington Road Market Study, Brush Site Automation, and a new Land Management System. Behind the scenes projects that are also underway that are not specifically included in the budget, include the Community Pool, the East Side Fire Station, the

Attachment: Appropriation Minutes 100924 (9852 : App Comm minutes)

Public Safety Building, a new approach to Sewer Utility Funding, and Lift Station E. Other initiatives receiving funding in 2025 include the City-wide Community Survey, a revaluation of all City-wide properties, wage & benefit increases, the Weyenberg Library, Southern Ozaukee Fire Department, and the final phase of recommendations from a compensation analysis completed in 2022. Administrator Jones briefly summarized the Budget team's priorities in formulating the City's last several budgets, which are: (1) fulfill salary and benefit obligations, (2) address compulsory, or mandatory expenditure increases, (3) boost pay-as-you-go capital funding, (4) preserve revenue capacity into future years, and (5) incorporate supplemental funding requests.

5) General Fund, Revenue Considerations, and Expense Considerations

Mr. Jones then presented the General Fund Revenues, which have increased in all categories except for Public Safety Fees. The City's biggest source of revenue, property taxes, is projected to increase by \$360,000. State revenue, which saw a significant increase in 2024, is now tied to inflation and is increasing by \$20,000. Interest income has more than doubled over the last two fiscal years and is budgeted at an increase of \$50,000. Overall, revenue for 2025 will be increasing by \$640,000. Some revenue considerations to take into account are that under State law, a municipality is allowed to increase its levy over the amount it levied the prior year by the percentage increase realized from net new construction. For 2025, net new construction is up 0.98%, making \$208,000 available to the City. Additionally, the closure of TID #2 will bring \$57,629 in new tax revenue. Summarily, the City is projecting increases in shared revenue, road aid, and interest income and decreases in highway aid and court penalties. Unused levy capacity that the City can use this year or in future years is estimated to equal \$65,000.

Administrator Jones then reviewed the General Fund Expenditures. From 2024 to 2025, salaries are projected to rise by 3% and benefits are increasing by 7.5%. Additionally, equipment and leases are also increasing by 7.3%. Other expenses to take into consideration are health insurance premiums which are projected to increase by 8.9%, totaling \$189,609. Essentially, the revenue gained from net new construction will cover this cost alone. The employer contribution to retirement for general employees has increased 0.725%, and 4.54% for protective employees, equaling \$77,379. The largest expense is the wage category, which is budgeted to increase by \$382,000. This includes the third and final recommendation of the employee compensation plan. Mr. Jones explained how the Budget Team carefully examined all line items. Operating budget expenses realized a decrease of \$53,610 and only \$13,970 of compulsory funding requests were allocated. Alderman Strzelczyk inquired what was the driver in these benefit increases and how can the City mitigate moving forward? Mr. Jones referenced a Wall Street Journal article from that day that reported how over the last two years, companies have been absorbing an average 7% increase in health insurance costs. Prior to last year's unusually large 11% increase, it was only an increase of 3 - 6% per year. Assistant City Administrator Schoenemann explained how the City is grouped together with all other state employees, and the State's Insurance fund investments were not performing well. The City is examining cost control options going into next year. There are wellness initiatives already in place, but they do not yield employer savings. Mayor Nerbun questioned why the state would make such risky investments and Alderman Strzelczyk suggested drafting a City letter challenging their investment practices. Alderman Bach asked about offering spouse incentives to not take the City's plan. Assistant City Administrator Schoenemann reported that option had already been investigated and that

such was not a viable option. Alderman Strzelczyk asked if the City was locked into using the State's plan. Mr. Schoenemann replied by indication that the City would automatically be removed from the plan if they even tried to bid it out.

6) Capital Financing

Mr. Jones then presented an update on Capital Financing. Since 2015, pay-as-you-go funding has increased 56%. The capital requests for 2025 totaled \$5.87 million, an increase of \$852,000 from 2024. For 2025, the City's combined amount for capital spending and debt service totals \$4.24 million. In 2025, there will be a debt issue for the Road Program, Lift Station E, and possibly other projects. The City is well positioned to take on additional debt as no debt is currently scheduled beyond 2033. Funded items for 2025 include road maintenance, Public Works vehicles/equipment, Police Vehicles/equipment, building repairs, Fire & EMS vehicles/equipment, Emerald Ash Borer/tree replacement, Parks, IT/computer replacement, and pool repairs. Alderman Parrish inquired why funding was needed for pool repairs. Mr. Jones stated that major repairs were needed for the Community Pool to stay in operation or repairs would most likely be needed if the City purchased another pool. Alderman Strzelczyk inquired if funding for Emerald Ash trees would be tapering off. Public Works Director Lundeen replied that ash trees now needing to be cut down are harder to get to. The easier ones have been removed and the City would like to start planting replacement trees as well. Alderman Parrish then asked if the budget allowed for expanding the north parking lot at Katherine Kearney Park, if Lemke Park rental fees are going to increase after the new pavilion is completed, and if the Parks budget was being decreased by \$5,000. Staff responded that funds will be allotted for the Katherine Kearney parking lot, Lemke rental fees will be adjusted in the Spring, and the Parks budget is seeing an increase from \$645,000 in 2024 to \$662,000 in 2025.

7) Component Units - Weyenberg Library and Southern Ozaukee Fire & EMS Department

City Administrator Jones then spoke briefly about funding for the Library and Southern Ozaukee Fire & EMS Department (SOFD). Over the last three years, Weyenberg Library has received \$240,000 from the City, which includes \$89,000 in recurring funding and \$150,000 in ARPA funding. The Library requested \$25,000 for 2025 and the City has budgeted \$18,284. A new funding agreement between the City of Mequon, Village of Thiensville, and Weyenberg Library will be addressed in early 2025. For SOFD's budget, Mr. Jones highlighted the fact that a joint Fire & EMS Department may raise their tax levy by CPI by 2%. For 2025, that equates to 5.1%, which is equivalent to \$77,000 in new revenue. Notably, they have received \$625,000 over the past two years in Ozaukee County grants and those grants are ending in 2025. In the SOFD budget, wages and health benefits were included for 15 full-time employees, as well as a and a cost of living increase for paid-on-call employees.

8) Consideration of a Recommendation Concerning the Proposed FY2025 Budget

Administrator Jones then presented a summary of what funds had been allocated to ARPA projects, what had already been spent on each, and what remained. Then he showed the Committee the impact that the proposed budget would have on the taxpayer. The tax levy is increasing by nearly \$360,000 (2.9%). In comparison, the levy was reduced by \$23,358 last year. Staff is recommending an adjustment from \$3.13 to \$3.19/\$1,000 in the City's portion of

the tax rate, per \$1,000 of assessed value. With this increase, a \$450,000 home that paid \$1,409 in taxes in 2024, would pay \$1,435 in 2025. State manufacturing values are still pending, and the Sewer Levy is expected to remain flat. Mr. Jones provided a comparison of Mequon's Mill Rate to other comparable cities in the area, with only Pewaukee being lower.

Looking ahead to 2026, Mr. Jones suggested that the Common Council and Executive staff focus on development of a long-range (5-year) financial plan. Mr. Jones also mentioned working with legislators on the next state budget, examining other health insurance options, advancing residential development projects, considering alternative revenue sources, and looking into energy efficiency initiatives. A few questions were then asked by the Committee, including Alderman Bach asking about why only \$55,000 was budgeted for professional development and how overtime was managed. Mr. Jones stated that more resources would be allotted for professional development, if health insurance premiums hadn't risen so sharply over the last two years. Also, overtime is managed at the Department level and is mostly driven by weather, shift coverage for illnesses or an incident, and special events such as festivals. Alderman Parrish commented how \$225,000 for another revaluation was significant, questioned if fund balance should be used rather than increasing taxes, and brought up, for the third year, why Thiensville is charging the Library a fiscal fee? Mr. Jones explained that a new library agreement will be negotiated in 2025, and that a major emphasis will be to ensure long-term equity. Several other Committee members voiced the same concern about the Library. Alderman Bratt spoke about a possible wheel tax, forming partnerships on the State level, supporting parks, and rezoning opportunities. Alderman Strzelczyk questioned maintaining the City's facilities and possibly reducing the City's footprint so that there is less to maintain.

8) Ordinance Recommendation

Following discussion, Alderman Mayr made a motion to move the budget forward for approval and Alderman Hansher seconded. A roll call vote was taken and the motion passed 9-0.

9) Adjourn

Alderman Bach moved to adjourn at 7:18 P.M. and Alderman Strzelczyk seconded.

Respectfully Submitted,

Carrie Enea
Executive Assistant



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Office of Community Development

TO: Common Council
FROM: Kim Tollefson, Director of Community Development
DATE: October 8, 2024
SUBJECT: ORDINANCE 2024-1668 An Ordinance Amending a Planned Unit Development (Ordinances 2019-1950 and 2020-1563), in Connection with Approval of a New Concept Plan for the Property Located at 10865-10931 N. Port Washington Road

Background

The applicant, ICAP, is requesting rezoning approval for a commercial development on 8.9 acres of land located at 10865-10931 N. Port Washington Road. The original Planned Unit Development (PUD) was approved by the Common Council on August 13, 2019 (see attached Ordinance 2019-1950) and amended on February 11, 2020 (see attached Ordinance 2020-1563). This second, proposed amendment modifies the concept plan by dividing the parcel located at 10921 N. Port Washington Road from its current size of 3.3 acres to two lots which are 1.4 and 1.94 acres, respectively.

Analysis

The updated concept plan shows a total of eight lots ranging in size from .31 acres to 1.94 acres. The plan also shows the connection of two existing access points by looping the drive aisle at the rear of the site. Existing developments in the PUD include Landmark Credit Union, Jilly's Car Wash and the Arby's multi-tenant building. There are also out lots that contain storm water facilities. It is anticipated the proposed 1.94-acre lot will be developed in the future as a childcare facility. Currently, there is no proposal for the 1.4-acre lot. The original PUD requires the overall development to comply with FAR (Floor Area Ratio) and open space requirements within the B-2 Zoning District, which provides flexibility for individual lots that are less than the two-acre minimum. The PUD also restricts development of the two parcels by prohibiting fast food, retail trade and auto service facilities.

Fiscal Impact

The fiscal impact is neutral.

Recommendation

On September 23, 2024, the Planning Commission approved a recommendation in favor of approving the proposed amendment by a vote of 8-0.

Attachments:
 EXHIBIT A (PDF)

2019-1550 Ordinance_Rezone 10865-10911 N. Port Washington Rd (PDF)

2020-1563_Amendment to PUD Ord 2019-1550 for 10865 to 10911 N Port Washington Rd
(PDF)

ICAP Map (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2024-1668

An Ordinance Amending a Planned Unit Development (Ordinances 2019-1950 and 2020-1563),
in Connection with Approval of a New Concept Plan for the Property Located at 10865-10931
N. Port Washington Road

RECITALS

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

B. Pursuant to Section 62.23 of the Wisconsin Statutes, the City of Mequon is further authorized to adopt a comprehensive zoning ordinance, including the creation of Planned Unit Development districts.

C. The Common Council previously approved the creation of a Planned Unit Development district for the property located at 10865-10931 N. Port Washington Road by Ordinance No. 2019-1550 and amended the provisions of that district in Ordinance No. 2020-1563.

D. The owner of the property seeks an amendment to the Planned Unit Development district zoning regulations on the property to allow for a split of one of the existing parcels.

E. The Planning Commission by majority vote made a recommendation for approval on the 23rd day of September, 2024.

F. Following the required due notice and public hearing on the 12th day of November, 2024, and based upon the same and the recommendation of the Planning Commission, the Common Council desires to amend the Planned Unit Development regulations.

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

SECTION I

The 2019-1550 and 2020-1563 Planned Unit Development (PUD) Ordinances are hereby amended to approve a new concept plan attached as Exhibit A, and subject to the conditions approved by the Planning Commission's action of September 23, 2024.

SECTION II

The terms and provision of this ordinance are severable. Should any term or provision of

this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION III

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

SECTION IV

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

Approved by: Andrew Nerbun, Mayor

Date Approved: November 12, 2024

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on November 12, 2024.

Caroline Fochs, City Clerk

Published: _____

EXHIBIT A

5.a.a



Z:\PROJECTS\2018\1524-30-WI\CAD\EXHIBITS\2024-08-12 OVERALL COLORED SITE PLAN.DWG 8/16/2024 10:59 AM

Attachment: EXHIBIT A [Revision 1] (ORDINANCE 2024-1668 : ICAP PUD Amendment)



ICAP MEQUON COLORED SITE PLAN

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 | WWW.PINNACLE-ENGR.COM |

PLAN | DESIGN | DELIVER

PEGJOI

Packet Pg. 17

08/16/2024

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2019-1550

An Ordinance Rezoning the Properties Located at 10865-10911 N. Port Washington Road and Parcel Immediately to the South from IPS (Institutional) to B-2/PUD (Community Commercial/Planned Unit Development) and to Amend the Land Use Plan Map from Institutional to Community Commercial

RECITALS

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

B. The Planning Commission by majority vote made a recommendation to approve on the 10th day of June, 2019.

C. The required due notice and public hearing by the Common Council of the City of Mequon occurred on the 10th day of August, 2019.

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

SECTION I

Following recommendation of the Planning Commission on June 10, 2019, and after due notice and hearing by the Common Council of the City of Mequon on August 13, 2019, the existing and official City of Mequon district zoning maps are hereby amended so as to change the zoning classification of certain properties, as described and illustrated in Exhibit A, to B-2 (Community Commercial) and the Land Use Plan map to Commercial subject to the following conditions:

1. Common Council approval of the rezoning.
2. The following uses shall be prohibited on the parcel unless it is located in a building within 300 feet of Port Washington Road:
 - Fast food or sit down restaurants
 - Auto sales or service uses
 - Retail trade establishments
3. The site shall comply with all technical standards of the code other than the side yard building offset and parking offset between parcels in the development.
4. All buildings located adjacent to Port Washington Road shall be required to have the primary entrance on the east façade.
5. The applicant shall provide 110.5” of replacement trees on the property or in a City park or pay \$11,050 to the City of Mequon for urban forest projects.

6. Tree protection fencing shall be installed in accordance with City Forester's recommendation.
7. City Attorney review and approval of a shared parking agreement.
8. A sidewalk shall be provided to connect Building A to the rear parking lot.
9. The building located on the south end of the development shall be located behind the parking lot and setback approximately the same distance as the building to the south on the adjacent parcel.
10. Engineering Division review and approval of grading, drainage, sanitary sewer, watermain, and erosion control plans in conformance to City ordinances and the Standard Specifications for Land Development.
11. The drive aisles in the northwest parking area shall be connected to each other.
12. Connection to public water and sanitary sewer.
13. Applicant shall provide the wetland delineation report.
14. Application for and approval of a City erosion control permit, subject to applicable fees and conditioned upon WDNR issuance of a WRAPP permit.
15. Application for and approval of a City Filling and Excavation Permit.
16. Approval of a storm water management plan for the site in conformance to City ordinances, WDNR and MMSD Chapter 13, including execution of a Storm Water Facilities Maintenance and Easement Agreement.
17. As a condition of approval and issuance of the permit, the City Engineer will require in accordance with City ordinance 58-677(b) that the applicant deposit an escrow or letter of credit to guarantee a good faith execution of the approved control plan and any permit conditions. The escrow/letter of credit shall be in an amount equal to 125% of the estimated cost of construction and maintenance of the storm water management practices and the City will release the portion of the Financial Guarantee less any costs incurred by the city to complete installation of practices, upon submission of a certification in accordance with 58-678(h).

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: John Wirth, Mayor

Date Approved: August 13, 2019

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on August 13, 2019.

Caroline Fochs, City Clerk

Published: August 20, 2019

Attachment: 2019-1550 Ordinance_Rezone 10865-10911 N. Port Washington Rd (ORDINANCE 2024-1668 : ICAP PUD Amendment)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2020-1563

An Ordinance Amending PUD Ordinance 2019-1550 for the Properties Located at 10865-10911 N. Port Washington Road and the Parcel Immediately to the South, Allowing for a Commercial Development of Approximately 9 Acres

RECITALS

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

B. The Planning Commission by majority vote made a recommendation for approval on the 13th day of January, 2020.

C. The required due notice and public hearing by the Common Council of the City of Mequon occurred on the 11th day of February, 2020.

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

SECTION I

The 2019-1550 PUD Ordinance is hereby amended to approve a new concept plan attached as Exhibit A and subject to the conditions approved by the Planning Commission's action of August 13, 2019.

SECTION II

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

SECTION III

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

SECTION IV

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

Approved by: John Wirth, Mayor

Date Approved: February 11, 2020

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 11, 2020.

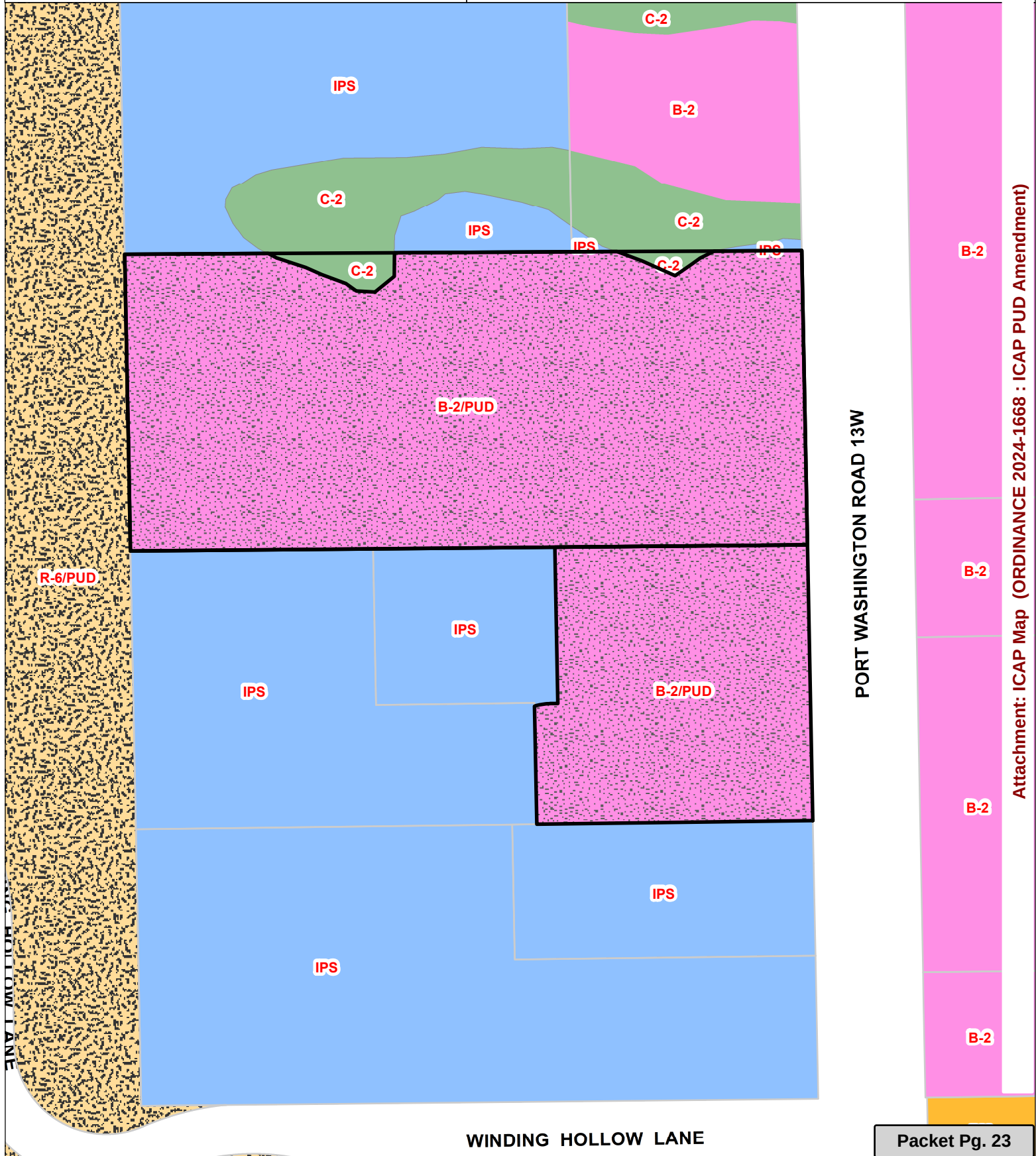
Caroline Fochs, City Clerk

Published: February 20, 2020

ICAP

AC	Arrival Corridor	LTD	Limited Use
A-1	Agricultural Preserve	OA	Agricultural Overlay
A-2	General Agricultural	PUD	Planned Unit Development Overlay
B-1	Neighborhood Business	P-1	Park & Recreation
B-2	Community Business	R-1	Single-Family Residential (5 Ac. Min.)
B-3	Office & Service Business	R-1B	Single-Family Residential (2.5 Ac. Min.)
B-4	Business Park	R-2	Single-Family Residential (2.0 Ac. Min.)
B-5	Light Industrial	R-2B	Single-Family Residential (1.5 Ac. Min.)
B-6	Rural Industrial	R-3	Single-Family Residential (1.0 Ac. Min.)
B-7	Rural Business	R-4	Single-Family Residential (3/4 Ac. Min.)
C-1	Shoreland/Wetland Conservancy	R-5	Single-Family Residential (1/2 Ac. Min.)
C-2	General Conservancy	R-6	Single-Family Residential (4 du/Ac)
CGO	Central Growth Overlay	RM	Multi-Family Residential
FFO	Flood Fringe Overlay	TC	Town Center
FW	Floodway	TDR	Transfer of Development Rights
IPS	Institutional & Public Service		

5.a.d





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 Mequon, WI 53092-1930
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Office of Finance

TO: Common Council
FROM: Brenda Arnett, Finance Director
DATE: November 14, 2023
SUBJECT: ORDINANCE 2024-1671 An Ordinance Adopting the Annual Budget and Appropriating Funds for the Operation of the Government and Administration of the City of Mequon for the Year 2025 and Levying for the Same

Introduction

On October 9, the City of Mequon Appropriations Committee recommended adoption of the proposed budget for Fiscal Year 2025, which commences on January 1. As the City's spending blueprint for the upcoming fiscal year, adoption of the budget is undoubtedly the single-most important action taken by the Mayor and Common Council each year. The proposed 2025 budget entails all aspects of City operations and capital expenses except for the City's Sewer and Water Utilities. Moreover, it is intended to serve as an effective policy document, financial planning tool, operational guide, and communications device. Once adopted, the budget will authorize resources and establish a direction for the City's programs and services in the coming year.

The 2025 budget works to synthesize several long-held policy interests of the Appropriations Committee, and consistent with past practice, adheres to key principles that have guided development of previous City budgets. These include:

- Maintaining a Low Property Tax Rate
- Improving and Enhancing the City's Infrastructure and Other Long-Term Assets
- Providing Excellent Public Safety Services
- Expanding the Tax Base through a Strategic, Balanced Approach to Economic Development

Furthermore, the proposed 2025 budget also seeks to support five (5) Key Focus Areas contained within the City's newly adopted Strategic Plan for 2022-25. These include:

- Capital Improvements
- Customer Service
- Financial Stewardship
- Public Safety
- Quality of Life

2025 Budget Development Process

Each year the Common Council convenes a workshop meeting to review some of the key factors that are likely to impact development of the organization's next fiscal year budget. This year's meeting was held at the end of August. Among budgetary impacts addressed at the meeting were: 1) a higher-than-normal rate of inflation that is still evident across many sectors of the economy; 2) the ongoing implementation of recommendations contained within a compensation study completed in late 2022; 3) changes in state law affecting both shared revenue and personal property taxes; 4) the ongoing integration of both Fire/EMS and emergency dispatching services with the Village of Thiensville and Ozaukee County, respectively; and 5) the availability of debt-financing to fund future facility improvements.

Since mid-year, and in the wake of the Council's late-August meeting, City staff has worked to formulate the basis for next year's budget, which in broad terms, seeks to preserve current spending levels while addressing the broader impacts of inflation, specifically with respect to wages, health insurance and retirement contributions.

2025 Budget Summary

The City's General Fund is the principal operating fund for the City. The General Fund provides for the operations of the Mayor & Common Council, City Administrator's Office, City Clerk's Office, Human Resources Division, City Attorney's Office, Finance Department, City Assessor's Office, Information Technology Division, Police Department, Community Development Department, Public Works Department, Parks Division and Weyenberg Library. The following two tables provide a summary of the 2025 General Fund Budget, which is balanced, honors contractual commitments, and maintains existing service levels.

General Fund Revenue

Revenues	2024	2025	Change	% Change
Taxes	\$12,364,707	\$12,719,849	\$355,142	2.8%
State Shared Revenue	\$894,982	\$915,544	\$20,562	2.3%
Intergovernmental	\$1,634,821	\$1,791,304	\$156,483	9.6%
Licenses and Permits	\$917,172	\$933,422	\$16,250	1.8%
Public Safety Fees	\$137,000	\$113,000	(\$24,000)	-17.5%
Public Charges for Services	\$990,450	\$1,025,150	\$34,700	3.5%
Other Revenues	\$861,221	\$883,366	\$22,145	2.6%
Investment Income	\$215,500	\$265,500	\$50,000	23.2%
Total Revenue	\$18,015,853	\$18,647,135	\$631,282	3.5%

Within the recommended budget, property taxes comprise just over 68% of general fund revenues. Mequon relies significantly on the property tax to fund its operations because other sources are not available to the City. For instance, the City receives about 10% of its revenue from intergovernmental aid compared to a state-wide average of more than 20%. Building permit fees, which are the City's most elastic (variable) source of revenue, are expected to remain relatively flat in the coming year.

General Fund Expenditures

Expenditures	2024	2025	Change	% Change
Salaries	\$8,476,152	\$8,753,013	\$276,861	3.3%
Fringe Benefits	\$3,743,023	\$4,022,167	\$279,144	7.5%
Other Staff Costs	\$50,468	\$55,515	\$5,047	10.0%
Materials & Supplies	\$976,576	\$939,838	(\$36,738)	-3.7%
Facility & Plant	\$515,002	\$504,326	(\$10,676)	-2.1%
Purchased Services	\$1,673,321	\$1,700,905	\$27,584	1.7%
Equipment / Leases	\$39,670	\$42,550	\$2,880	7.3%
Library Grant	\$1,131,716	\$1,150,000	\$18,284	1.6%
Fire & EMS Grant	\$1,409,925	\$1,478,821	\$68,896	4.9%
Total Expenditures	\$18,015,853	\$18,647,135	\$631,282	3.5%

On the expenditure front, personnel expenses are projected to increase by nearly \$556,000, or 4.5% in 2025. This is largely attributable to an increase in health insurance premiums, as well as pay adjustments for City staff. A significant increase in the City's employer-related health insurance costs due to premium adjustments mandated by the State's Local Government Health Insurance Pool are included in the 2025 budget, as well as mandated Wisconsin Retirement System (WRS) increases for both general employees and sworn personnel. The budget also includes adjustments to employee compensation, including increases for unionized staff in the Police Department, and a proposed cost-of-living adjustment for non-represented employees.

Property Tax Impact

The City's general tax levy is comprised of three funds: the General Fund, the Capital Projects Fund and the Debt Service Fund. Combined, the total levy of these three funds is \$16,830,039. The state's limit under 2013 Wisconsin Act 20, allows for an increase to the levy attributed to new development, or 0%, whichever is greater. As in the past, the levy limit does not apply to a municipality's debt service on general obligation debt authorized on or any time after July 1, 2005. The growth in new construction value accompanies a rise in equalized value. The City's equalized value increased to an overall value of \$7 billion in 2024. The recommended 2025 budget requests a total levy increase of \$313,421 or 1.32% over 2024. The following table shows a breakdown of the proposed 2025 levy.

Fund	2024	% of Total	2025	% of Total	% Change
General	\$9,858,924	41.46%	\$10,091,028	41.88%	0.42%
Sewer Utility	\$7,262,821	30.54%	\$7,262,821	30.15%	-0.39%
Library*	\$1,131,716	4.76%	\$1,150,000	4.77%	0.01%
Fire & EMS*	\$1,409,925	5.93%	\$1,478,821	6.14%	0.21%
Capital Projects	\$1,353,000	5.69%	\$1,350,000	5.60%	-0.09%
Debt Service	\$2,763,053	11.62%	\$2,760,190	11.46%	-0.31%
Total	\$23,779,439	100.00%	\$24,092,860	100.00%	1.32%

* Included in General Fund

For 2025, the General Fund maintains its relative share of the tax levy. The Capital Projects Fund also includes a similar funding level to the prior year. Currently, the Sewer Utility property tax is estimated to remain level, due to a new funding approach for 2025 that will keep this portion of the levy constant in the coming years. Also, there is a small levy adjustment related to increased funding for the Mequon-Thiensville Library. Finally, debt service continues to comprise nearly 1/8 of the City's overall tax levy, and the amount shown is for non-TID debt only. The City continues to remain slightly below the cap allowed under State levy limits.

The tax rate, or mill rate, is determined by levy and tax base. The City continues to see growth in real property valuation. Per the following table, the proposed general tax rate of \$3.19/\$1,000 represents a 1.9% increase from last year due to planned growth in the Southern Ozaukee Fire & EMS Department, as well as implementation of aforementioned salary and benefit adjustments. Under the proposed 2025 budget, a Mequon home assessed at \$450,000 will pay approximately \$1,435 in City taxes. Additionally, property owners within the Sewer Service Area have a second line on the tax bill reflecting this Utility's tax levy. In 2025, the Utility's projected mill rate is scheduled to remain at \$1.63 per \$1,000 of assessed property.

Levy Year	General Assessed Tax Rate: \$X.XX/\$1,000 of Assessed Value	Sewer Assessed Tax Rate: \$X.XX/\$1,000 of Assessed Value
2024	\$3.19 (proposed)	\$1.63 (proposed)
2023	\$3.13	\$1.62
2022	\$3.11	\$1.60
2021	\$3.08	\$1.62
2020	\$3.44	\$1.81
2019	\$3.28	\$1.81
2018	\$3.21	\$1.94
2017	\$3.16	\$1.90
2016	\$3.15	\$1.89
2015	\$3.07	\$1.90
2014	\$3.06	\$1.88

Revenue

For 2025, property tax revenue totals \$24,092,860. As indicated in the following table, this represents an increase of \$312,350 or 1.31% more than the 2023 levy (collected during 2024), an amount that meets the requirements of the state's levy limit, 2013 Wisconsin Act 20.

Revenue Summary Information

Category	2024	2025	Change	% Change
General	\$9,858,924	\$10,091,028	\$232,104	2.35%
Sewer Utility	\$7,262,821	\$7,262,821	\$0	0.00%
Library	\$1,131,716	\$1,150,000	\$18,284	1.62%
Fire & EMS	\$1,409,925	\$1,478,821	\$68,896	4.89%

Capital Projects	\$1,353,000	\$1,350,000	(\$3,000)	-0.22%
Debt Service	\$2,763,053	\$2,760,190	(\$2,863)	-0.10%
Total Tax Levy	\$23,779,439	\$24,092,860	\$313,421	1.32%
Other Revenue	\$5,651,164	\$5,927,286	\$276,122	4.89%
Total Revenue	\$29,430,603	\$30,020,146	\$589,543	2.00%
City Tax Rate	\$3.13	\$3.19	\$0.06	1.92%
Sewer Tax Rate	\$1.62	\$1.63	\$0.01	0.006%

Capital Projects Fund

The proposed tax levy dedicated to “pay-as-you-go” capital spending in 2025 is decreasing modestly by \$3,000. Noteworthy projects include continuation of a pay-as-you-go approach to road maintenance (e.g., crack sealing, pavement sealing, etc.) introduced in 2018, and sustained removal of dead or dying ash trees on public property and along City rights-of-way. Additionally, funding for City-wide building repairs totals \$175,000 in 2024. This account is intended to address deferred maintenance and identified capital replacement items contained in a comprehensive review of seven City facilities completed in 2018.

The City has invested significantly in the maintenance of its local road system over the past decade, issuing new debt of approximately \$6.75 million in 2022 to fund construction of the Highland Road Interchange along I-43, as well as the continued rehabilitation or reconstruction of arterial/subdivision roads and City parking lots over a three-year span. As indicated during a Right-of-Way Asset Analysis completed in 2018, approximately \$1.8 million is needed annually to finance all aggregate work (maintenance and repairs) across the City’s 212-mile road network.

The City of Mequon also has a long-standing tradition of maintaining sinking funds for capital equipment purchases such as automobiles, squad cars, large grass mowers, snowplows, public works trucks, fire trucks, ambulances, and road equipment. In 2025, funding is again earmarked at \$625,000, which remains unchanged from the amount approved for 2023.

2025 Budget Highlights

Each year the budget process looks to reassess objectives, goals, and the means for accomplishing them. It is through this effort that the budget is arguably the single most important policy document produced annually. The three main factors that helped shape the proposed 2025 budget are the property tax levy limit (as described above), the elimination of supplemental monies received via the American Recovery Plan Act to fund operations, and certain fixed costs (e.g., salaries, insurance, commodities, etc.) rising faster than the consumer price index. In addition to generally preserving existing service levels, the proposed 2025 budget also includes:

- Added resources to assist with implementation of a new legislative management system
- Funding for completion of a periodic, community-wide survey in the amount of \$23,850
- A tax-levy increase of \$68,896 for the Southern Ozaukee Fire & EMS Department
- Step adjustments for employees under the 50th percentile of their respective pay ranges, in connection with compensation plan amendments reviewed by the Council in April
- An allocation of \$225,000 to complete a revaluation of all taxable properties in 2025

In sum, the recommended 2025 budget continues the Common Council's more recent commitment to ensuring that the City's various departments and divisions are appropriately staffed to support the myriad of services the organization provides to the community. Further, the proposed spending plan also continues to prioritize significant investments in the areas of public safety and capital spending, which together, comprise nearly 53% of the City's general fund budget.

Library Allocation

As noted, the 2025 budget also includes an appropriation of \$1,150,000 for the Weyenberg Library, which represents a \$18,284 increase in the amount that was allocated in 2024. The Library receives annual allocations from Mequon and Thiensville to support operations, and this amount maintains the City's exemption from the County library tax.

Appropriations Committee Action

On October 9, the Appropriations Committee met to consider the proposed 2025 budget. Following discussion, the Committee unanimously approved a recommendation in favor of adopting the 2025 budget, as originally proposed by City staff, by a vote of 9-0.

Recommendation

Adoption of the Proposed Ordinance.

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2024-1671

An Ordinance Adopting the Annual Budget and Appropriating Funds for the Operation of the Government and Administration of the City of Mequon for the Year 2025 and Levying for the Same

RECITALS

A. Public Notice of the Proposed 2025 Budget for the City of Mequon appeared in the *News-Graphic* on October 24, 2024.

B. A Public Hearing was held by the Common Council on November 12, 2024, regarding the Proposed 2025 Budget.

C. The Proposed Budget includes property taxes of \$16,830,039 that are levied to support the 2025 Annual Budget with the final tax rate being the mathematical result of statutory property tax billing process, including, but not limited to, inclusion of the required state adjustment for equalization.

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

SECTION I

There is hereby appropriated out of the receipts of the City of Mequon for the Year 2024 including monies received from the general property tax levy and such other funds as may be designated, to the various funds and purposes stated within the Proposed Budget which is hereby adopted as the Annual 2025 Budget for the City of Mequon, in the amounts set forth therein and in the total amount of:

2025 Budget	\$22,757,325
Less Anticipated Revenues	(<u>\$5,927,286</u>)
Total Amount of Tax Levy	\$16,830,039

SECTION II

There is hereby levied a tax of \$16,830,039 upon all taxable property within the City of Mequon as returned by the Assessor in the Year 2024 for uses and purposes set forth in said budget.

SECTION III

The City Clerk be and hereby is authorized and directed to spread the said tax upon the

current tax roll of the City of Mequon.

SECTION IV

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

SECTION V

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

Approved by: Andrew Nerbun, Mayor

Date Approved: November 12, 2024

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on November 12, 2024.

Caroline Fochs, City Clerk

Published: _____



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Office of the City Clerk
 Taped and Televised

COMMON COUNCIL
Regular Meeting
Tuesday, October 8, 2024 - 7:30 PM
or Immediately Following the
Mequon Municipal Water Utility Commission Meeting
Christine Nuernberg Hall

Minutes

1) Call to Order

Mayor Nerbun called the meeting to order at 7:41 PM.

2) Pledge of Allegiance

3) Roll Call

Present:

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

Also Present: City Administrator Jones, City Attorney Sajdak, City Clerk Fochs, Finance Director Arnett, Director of Community Development Tollefson, Assistant Director of Community Development Zader, City Engineer Lundeen, Fire Chief Bialk, Police Chief Pryor, Police Captain Riley, Administrative Assistant Schlereth, ICMA Management Fellow Randall, press and interested public.

4) Personal Appearances and Public Comment:

Detective Charles O'Connell spoke on behalf of the Mequon Police Association regarding the need to provide competitive salary and compensation to compete with neighboring cities, attract and retain police officers to Mequon. An increase is also necessary to keep up with the rising costs of living. Contract negotiations are currently underway.

5) Public Officials' Reports:

Attachment: 10.8.24 CC Full Minutes (9826 : Common council minutes)

a) Mayor

1) Friends of Libraries Week Proclamation

Mayor Nerbun read aloud the Friends of Libraries Week Proclamation and presented it to the Library Board Members and Library Director.

b) City Administrator

City Administrator Jones stated the hours and dates of In-Person Voting for the 2024 Presidential Election run from October 22 through November 1 with Election Day held November 5, 2024. He also said that the Public Works had removed over 27,000 dead ash trees and invited any Mequon residents to visit the brush site for free wood chips or logs. Mequon hours for Trick or Treat are on Sunday, October 27 from 4pm – 7pm.

6) Consent Agenda:

- a) Common Council meeting minutes of August 10, 2024.
- b) Architectural Board meeting minutes of August 12, 2024.
- c) Board of Review meeting minutes of May 1, 2024 and September 12, 2024.
- d) Code Enforcement Summary through September 26, 2024.
- e) Economic Development Board meeting minutes of June 25, 2024.
- f) Finance-Personnel Committee meeting minutes of August 14 and August 28, 2024.
- g) Joint Mequon-Thiensville Bike and Pedestrian Way Commission minutes of August 15, 2024.
- h) Planning Commission meeting minutes of July 22, 2024.
- i) Public Safety Committee meeting minutes of June 11, 2024.
- j) Public Welfare Committee meeting minutes of August 14, 2024.
- k) Public Works Committee meeting minutes of August 14, 2024.
- l) Mequon Municipal Water Utility Commission meeting minutes of May 14, 2024.

Motion to approve Consent Agenda items A-L:

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

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

m) Ordinance First Readings

- 1) **ORDINANCE 2024-1668** - An Ordinance Amending a Planned Unit Development (Ordinances 2019-1950 and 2020-1563), in Connection with Approval of a New Concept Plan for the Property Located at 10865-10931 N. Port Washington Road.
- 2) **ORDINANCE 2024-1669** - An Ordinance Amending the Following in Connection with the Development of a 3.66-Acre Parcel Located at 14319 N. Port Washington Road: A) The City's Zoning Map within Chapter 58 of the Mequon Municipal Code, from Ulao Creek Neighborhood Commercial and Ulao Creek Senior Housing to Ulao Creek Neighborhood Commercial; and B) the City's Land Use Plan Map from Ulao Creek Neighborhood Commercial and Ulao Creek Senior Housing to Ulao Creek Neighborhood Commercial.

- 3) **ORDINANCE 2024-1666** - An Ordinance Amending Chapter 14 of Mequon Municipal Code, Regarding the Regulation of Peddlers, Transient Merchants and Solicitors.

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.

7) **Ordinances: None.**

8) **Resolutions:**

- a) **RESOLUTION 4142** - A Resolution Authorizing a Final Plat for The Enclave at Mequon Preserve - Phase VII, Allowing Twelve (12) Lots for the Property Located Immediately North of 8200 W. Donges Bay Road.

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

MOVED BY: Alderman Parrish

SECONDED BY: Alderman Bach

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

- b) **RESOLUTION 4143** - A Resolution Approving an Amendment to a Pay-As-You-Go Incentive Development Agreement Between the City of Mequon and Blue Ribbon Self Storage III, Authorizing a Change in Ownership to Extra Space Properties Two, LLC.

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

MOVED BY: Alderman Strzelczyk

SECONDED BY: Alderman Gebhardt

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

- c) **RESOLUTION 4144** - A Resolution Approving a Contract to Review and Analyze the Federal Emergency Management Agency's Recent Floodplain Mapping, Data and Modeling Update to M Squared Engineering of Cedarburg, Wisconsin, in the Amount of \$29,630.

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

MOVED BY: Alderman Hansher

SECONDED BY: Alderman Tolocko

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

- d) **RESOLUTION 4145** - A Resolution Authorizing the Following Contractors to Exceed \$25,000 in Annualized Expenditures for Work Performed on Behalf of City Departments: Branch Out Land Clearing, LLC, Frank D Gillitzer Electric Company Ltd., Dillet Mechanical Services, Inc. and Lannon Stone Products, Inc.

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

MOVED BY: Alderman Hansher

SECONDED BY: Alderman Bratt

Attachment: 10.8.24 CC Full Minutes (9826 : Common council minutes)

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

- e) **RESOLUTION 4146** - A Resolution Authorizing the Acquisition of One (1) Ford Police Interceptor Sport Utility Vehicle and One (1) Dodge Durango Sport Utility Vehicle from Ewald Automotive Group, Hartford, Wisconsin, and the Procurement and Installation of Related Equipment from Taft Outfitting, Oshkosh, Wisconsin for a Total Not-to-Exceed Cost of \$110,800.

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

MOVED BY: Alderman Bach

SECONDED BY: Alderman Mayr

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

- f) **RESOLUTION 4147** - A Resolution Approving a Master Services & Purchasing Agreement for Police Squad Cameras, Officer Body Cameras and Electronic Control Devices for the Period March 15, 2025 - March 14, 2030 with Axon Enterprise Inc., Scottsdale, Arizona in an Amount Not-to-Exceed \$497,632.

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

MOVED BY: Alderman Bach

SECONDED BY: Alderman Mayr

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

- g) **RESOLUTION 4148** - A Resolution Approving the Annual Budget and Authorizing an Exception to the Levy Limit for Charges for the Southern Ozaukee Fire and Emergency Medical Services Department, Pursuant to Wisconsin § 66.0602(3)(h) for the 2025 Fiscal Year.

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

MOVED BY: Alderman Bach

SECONDED BY: Alderman Hansher

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

9) Specified Unfinished Business From Prior Meetings:

10) Specified New Business:

- a) Appointment of Ann Scherzinger to Architectural Board and Brittany Maynard to the Festivals Committee

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

MOVED BY: Alderman Strzelczyk

SECONDED BY: Alderman Parrish

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

11) Potential Closed Session:

Negotiations Concerning the Mequon Police Association, Inc. for the Contract Period Beginning January 1, 2025. 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 business, whenever competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as deemed appropriate.

RESULT: **Approved [Unanimous]**
MOVED BY: **Alderman Hansher**
SECONDED BY: **Alderman Strzelczyk**

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

12) Adjourn

a) Motion to adjourn at 8:35 PM

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

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

Respectfully Submitted,
Beth Kong
Deputy Clerk

Attachment: 10.8.24 CC Full Minutes (9826 : Common council minutes)



www.ci.mequon.wi.us

11333 N. Cedarburg Road
 Mequon, Wisconsin 53092
 Phone: (262) 236-2924
 Fax: (262) 242-9818

INSPECTION DIVISION

ARCHITECTURAL BOARD MINUTES
Monday, September 9, 2024
6:00 PM
Lower-Level Conference Room

Minutes

1. Call to Order, Roll Call:

Present: Chairman Scott Reed

Members at Large: John Mikkelson, Michael Wade,
 Janet Ehn

Building Inspector: Greg Golden

2. Meeting Minutes

Minutes from the August 12, 2024, meeting were approved by Chairman Scott Reed and seconded by District Representative Janet Ehn.

Minutes passed unanimously.

Attachment: Arch Board 9.9.24 (9792 : Arch Board minutes)

3. Application Submittals:

No.	Alder. District /Time	Type of App	Owner(s) / Project Address	Contractor
1)	Dist. 1 6:00 pm	Detached Garage	Randy Pipkorn 11216 W. Freistadt Road Subd: N/A	Contractor: Heidtke Builders, Inc. Architect: PJC Custom Services
Moved to Approve: <u>Reed</u> Seconded by: <u>Ehn</u> Approved: <u>Yes</u> Vote: <u>Unanimous</u> Conditions: Plans approved as submitted with the following condition: 1. West side upper door should be on the east elevation				
2)	Dist. 3 6:10 pm	New Single-Family Residence	Veridian Homes LLC 7910 W. Preserve Parkway Subd: The Enclave	Contractor: Veridian Homes LLC Architect: Veridian Homes LLC
Moved to Approve: <u>Wade</u> Seconded by: <u>Reed</u> Approved: <u>Yes</u> Vote: <u>Unanimous</u> Conditions: Plans approved as submitted				
3)	Dist. 3 6:15 pm	Addition: Sunroom	Paul Meyer 6412 W. Spring Street Subd: N/A	Contractor: Horizon Enterprises Architect: Hoffmans Architecture
Moved to Approve: <u>Mikkelson</u> Seconded by: <u>Wade</u> Approved: <u>Yes</u> Vote: <u>Unanimous</u> Conditions: Plans approved as submitted with the following conditions: 1. Add shutters to the rear of home and on the sunroom 2. South Elevation change to two windows				

Attachment: Arch Board 9.9.24 (9792 : Arch Board minutes)

4)	Dist. 8 6:25 pm	Addition: Second Floor In-Law Suite	Janet Goldman & Susan Bonucci 9832 N. Courtland Drive Subd: Maplefield Estates	Contractor: Ruvn Bros. Artisans & Trades Architect: Ruvn Bros. Artisans & Trades
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Moved to Approve: Ehn
 Seconded by: Wade
 Approved: Yes
 Vote: Unanimous

Conditions: Plans approved as submitted

5)	Dist. 8 6:35 pm	Addition: First Floor Master Suite	Colleen & Eugene Jacobus 10802 N. Lakeview Road Subd: Michivue	Contractor: LaBonte Construction Architect: Wade Weissmann Arch
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Moved to Approve: Reed
 Seconded by: Ehn
 Approved: Yes
 Vote: Unanimous

Conditions: Plans approved as submitted

6)	Dist. 8 6:45 pm	New Single-Family Residence	Jim Rankin & Jennifer Dable 710 E. Ravine Court Subd: Michivue	Contractor: TBD Architect: Wade Weissmann Arch
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Moved to Approve: CANCELLED
 Seconded by: _____
 Approved: _____
 Vote: _____

Conditions:

Attachment: Arch Board 9.9.24 (9792 : Arch Board minutes)

4. Motion to Adjourn

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

A vote was taken; vote passed unanimously.
 Meeting adjourned at 6:22 p.m.

	A	B	C	D	E	F	G	I	J	K
1				CODE ENFORCEMENT SUMMARY OCTOBER 1, 2024						
2										
3	0					OTC	REQUIREMENT	COURT DATE	COMMENTS	ACTIVE
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
6	4	140341500100	6110-6112 W COUNTY LINE ROAD	JEFFERY KRETZ	PARKING	12/1/2021	12/15/2021		#5 CITATION 1,2	NO
7	1	140900600500	12323 W MEQUON ROAD	JONATHON SCHOTTE	PARKING	10/21/2021	11/4/2021		1	NO
8	3	140221000600	11512 N WAUWATOSA ROAD	RICK OR PATRICIA FREYMUTH	TEMPORARY STRUCTURE	10/22/2021	11/5/2021		1	NO
9	4	EXEMPT	110010 N BUNTROCK AVENUE	WILSON SCHOOL	ELECTRONIC MESSAGE SIGN ILLUMINATION	12/8/2021	12/17/2021		1	NO
10	1	141550010000	13760 N BONNIWELL COURT	GALINA OR MISHA SHEPSHELEVICH	PARKING	ONGOING	ONGOING	NOT SET	#5, CIRCUIT COURT	YES
11	3	RENTAL	6200 W MEQUON ROAD	ST PAULS FISH	BANNER/SIGNS	11/17/2021	11/20/2021		1	NO
12	2	140820648000	2916 W SHOLES DRIVE	DAVID OR ELIZABETH SANDE	HOME BUSINESS	11/22/2021	12/5/2021		1	NO
13	1	141550011000	13702 N BONNIWELL COURT	MICHAEL OR SHELLEY OLSON	PARKING	11/22/2021	11/5/2021		1	NO
14	4	140270101200	10910 INDUSTRIAL DRIVE	SUPER STEEL LLC	BANNER/SIGNS	11/17/2021	11/20/2021		1	NO
15	8	RENTAL	10042 N PORT WASHINGTON ROAD	NEARLY NEW CONSIGNMENT SHOP	BANNER	11/17/2021	11/20/2021		1	NO
16	4	RENTAL	11095 INDUSTRIAL DRIVE	CENTRAL BARK	BANNER/SIGNS	11/17/2021	11/20/2021		1	NO
17	5	EXEMPT	13460 N PORT WASHINGTON ROAD	CHRIST CHURCH	BANNER	11/17/2021	11/20/2021		1	NO
18	4	140340500100	6809 W DONGES BAY ROAD	MEQUON LAWN AND GARDEN	BANNER	11/17/2021	11/20/2021		1	NO
19	6	150191301600	11357 N PORT WASHINGTON ROAD	KOHLER CREDIT UNION	FLAG	11/17/2021	11/20/2021		1	NO
20	8	RENTAL	11018 N PORT WASHINGTON ROAD	MATHNASIUM	BANNER	11/17/2021	11/20/2021		1	NO
21	5	150201001800	11522 N PORT WASHINGTON ROAD	SHELL GAS STATION	BANNER	11/17/2021	11/20/2021		1	NO
22	6	RENTAL	10945 N PORT WASHINGTON ROAD	SPINE PAIN DIAGNOSTICS ASSOCIATES SUITE 101	BANNER	11/17/2021	11/20/2021		1	NO
23	8	RENTAL	10930 N PORT WASHINGTON ROAD	SENDIK'S	BANNER	11/17/2021	11/20/2021		1	NO
24	6	RENTAL	10945 N PORT WASHINGTON ROAD	WISCONSIN RADIOLOGY SPECIALISTS	BANNER	11/17/2021	11/20/2021		1	NO
25	8	RENTAL	10984 N PORT WASHINGTON ROAD	MARSHALLS	BANNER/SIGNS	11/17/2021	11/20/2021		1	NO
26	8	RENTAL	10526 N PORT WASHINGTON ROAD	DERIAH BOUTIQUE	BANNER	11/17/2021	11/20/2021		1	NO
27	6	RENTAL	10501 N PORT WASHINGTON ROAD	ALLSTATE INSURANCE	FLAG	11/17/2021	11/20/2021		1	NO
28	8	RENTAL	10916 N PORT WASHINGTON ROAD	ELITE NUTRITION	BANNER	11/17/2021	11/20/2021		1	NO
29	6	RENTAL	11649 N PORT WASHINGTON ROAD	MEQUON SMILE DESIGN	BANNER	11/17/2021	11/20/2021		1	NO
30	6	RENTAL	11042 N PORT WASHINGTON ROAD	X GOLF MEQUON	FLAG	11/17/2021	11/20/2021		1	NO
31	8	150290600200	11150 N PORT WASHINGTON ROAD	CULVER'S	BANNER/SIGN	11/17/2021	11/20/2021		1	NO
32	4	140270201000	11130 N BUNTROCK AVENUE	ARTESA APARTMENTS	BANNER/SIGN	11/17/2021	11/20/2021		1	NO
33	8	RENTAL	10992 N PORT WASHINGTON ROAD	GREAT CLIPS	BANNER	11/17/2021	11/20/2021		1	NO
34	3	RENTAL	6330 W SPUR ROAD	SPUR 16	FLAG	11/17/2021	11/20/2021		1	NO
35	4	RENTAL	10503 N CEDARBURG ROAD	THE COLOUR BOWL SALON AND WELLNESS	FLAG	11/17/2021	11/20/2021		1	NO
36	4	140500612000	5616 W DONGES BAY ROAD	LIBBY MONTANA	BANNER	11/17/2021	11/20/2021		1	NO
37	6	150300600500	2635 W MEQUON ROAD	THE RANGE LINE INN	BANNER/SIGN	11/17/2021	11/20/2021		1	NO
38	6	151530001000	1505 W MEQUON ROAD	EAST TOWNE SQUARE MALL	FLAG	11/17/2021	11/20/2021		1	NO
39	6	RENTAL	1339 W MEQUON ROAD	SOVEREIGN SELECT LLC	BANNER	11/17/2021	11/20/2021		1	NO
40	3	RENTAL	7602 W MEQUON ROAD	IN BALANCE YOGA	BANNER	11/17/2021	11/20/2021		1	NO
41	6	RENTAL	1340 W MEQUON ROAD	AC ZUKERMAN JEWELERS	BANNER	11/17/2021	11/20/2021		1	NO
42	6	RENTAL	1300 W MEQUON ROAD	PANERA BREAD	BANNER/SIGNS	11/17/2021	11/20/2021		1	NO
43	6	RENTAL	1424 W MEQUON ROAD	NORTH SHORE COMPUTER	BANNER	11/17/2021	11/20/2021		1	NO
44	6	RENTAL	1402 W MEQUON ROAD	KUMON MATH AND READING	BANNER	11/17/2021	11/20/2021		1	NO
45	8	RENTAL	10530 N PORT WASHINGTON ROAD	FIDDLEHEADS COFFEE	BANNER/SIGNS	11/17/2021	11/20/2021	4/6/2022	#5, CITATION 1	NO
46	6	RENTAL	11525 N PORT WASHINGTON ROAD	JIMMY JOHNS	BANNER/FLAGS	11/17/2021	11/20/2021	3/2/2022	#5, CITATION 1	NO
47	6	RENTAL	11511 N PORT WASHINGTON ROAD	TACO BELL	BANNER	11/17/2021	11/20/2021	4/6/2022	#5, CITATION 1,2	NO
48	4	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, 5,6	YES
52	7	140250600600	11050 N RIVER ROAD	ROBERT STERN	OUTSIDE STORAGE	11/17/2021	11/24/2021		#5 CITATION 1	NO
53	4	140501204000	10056 N CEDARBURG ROAD	WILLIAM WISTH	OUTSIDE STORAGE	ONGOING	ONGOING	NOT SET	#5 CIRCUIT COURT	NO
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 1	NO
60	1	140121200900	3500 W HIGHLAND ROAD	THOMAS LEMENS	OUTSIDE STORAGE	2/25/2022	3/11/2022		1	NO
61	1	140121200900	3500 W HIGHLAND ROAD	THOMAS LEMENS	PARKING	2/25/2022	3/11/2022		1	NO

Attachment: 20241101_code enforcement (9813 : Code enforcement)

	A	B	C	D	E	F	G	I	J	K
62	1	140191500200	11206-11210 W MEQUON ROAD	JORDON OR KRISTY LARSON	PARKING	2/25/2022	3/11/2022		1	NO
63	1	140191500200	11206- 11210 W MEQUON ROAD	JORDON OR KRISTY LARSON	OUTSIDE STORAGE	2/25/2022	3/11/2022		1	NO
64	1	140191500200	11206-11210 W MEQUON ROAD	JORDON OR KRISTY LARSON	OUTSIDE 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		1	NO
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		1	NO
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	NO
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	NO
89	7	150560205000	1425 W ZEDLER LANE	BRADFORD FIGG	GARBAGE	5/10/2022	5/13/2022		#5 CITATION 1	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
94	8	RENTAL	10900 N PORT WASHINGTON ROAD	THE FEED BAG	BANNER	5/17/2022	5/21/1955		1	NO
95	2	EXEMPT	3906 W MEQUON ROAD	ST BONIFACE CHURCH	BANNER	5/17/2022	5/21/2022		1	NO
96	5	151001214000	1630 W DOROTHY PLACE	DAVID OR SHELLEY HAUGH	OUTSIDE MAINTENANCE	5/25/2022	6/13/2022		1	NO
97	5	151001214000	1630 W DOROTHY PLACE	DAVID OR SHELLEY HAUGH	OUTSIDE STORAGE	5/25/2022	7/1/2022		1	NO
98	3	140870504001	11733 N WAUWATOSA ROAD	DELORES FILLAFER	OUTSIDE STORAGE	5/25/2022	6/15/2022		1	NO
99	3	140870504001	11733 N WAUWATOSA ROAD	DELORES FILLAFER	OUTSIDE MAINTENANCE	6/7/2022	7/5/2022		1	NO
100	4	140341600200	BAEHR AND COUNTY LINE/ NO ADDRESS	BILL FINE/COUNTY LINE HOLDINGS	PARKING	6/13/2022	6/29/2022		#5 CITATION 1,2	NO
101	6	150570602000	1424 W ZEDLER LANE	ROSEMARY KOLLER	GRASS	6/15/2022	6/22/2022		1	NO
102	8	151070412000	819 SIERRA LANE	VANN FAMILY TRUST	GRASS	6/15/2022	6/22/2022		1	NO
103	7	141510000500	9853 N RANGE LINE ROAD	CYNTHIS COAKLEY	OUTSIDE STORAGE	6/15/2022	6/29/2022		1	NO
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		1	NO
109	6	150710405000	11433 N COUNTRY LANE	WILLIAM GENSRIK	TEMPORARY STRUCTURE	6/21/2022	6/28/2022		1	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	140700033000	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		1	NO
114	6	150990701000	12345 N EAST SHORELAND DRIVE	ANDREW OR WENDY PETZOLD	TURF GRASS	6/23/2022	7/14/2022		1	NO
115	5	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		1	NO
117	2	150911001000	2517 W CHESTNUT ROAD	TAOFKI 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		1	NO
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

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	A	B	C	D	E	F	G	I	J	K
123	1	XXXXXXXXXX	HIGHLANDS LOT 8	KINGS WAY HOMES	OUTSIDE MAINTENANCE	7/22/2022	7/29/2022		1	NO
124	4	140270201500	8835 W MEQUON ROAD	RESERVE FRONT LOT	LANDSCAPING	7/22/2022	8/16/2022		1	NO
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		1	NO
127	8	XXXXXXXXXX	10930 N PORT WASHINGTON ROAD	MEQUON PAVILIONS	FLAGS	7/22/2022	7/29/2022		1	NO
128	2	140820210001	3016 W SHOLES DRIVE	THOMAS OR CAPTOLA BACHER	2 SHEDS	8/11/2022	9/11/2022		1	NO
129	5	151120209000	13837 N LAKE SHORE DRIVE	GREGORY OR NICOLE PATERSON	OUTDOOR STORAGE	8/11/2022	8/26/2022		1	NO
130	6	150300802300	2212 W SUNNYDALE LANE	AARON OR PETER KINNEY	POOL FENCE	8/11/2022	8/26/2022		1	NO
131	8	RENTAL	10806 N PORT WASHINGTON ROAD	NORTH SHORE BANK	BANNER	8/19/2022	8/25/2022		1	NO
132	6	RENTAL	1605 W MEQUON ROAD	EAST TOWNE SQUARE MALL	FLAGS	8/19/2022	8/25/2022		1	NO
133	6	RENTAL	1605 W MEQUON ROAD	FAYE'S MEQUON	FLAGS	8/19/2022	8/25/2022		1	NO
134	6	RENTAL	1605 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	1650 W MEQUON ROAD	FIFTH MAIN	A FRAME	8/19/2022	8/25/2022		1	NO
139	6	RENTAL	11036 N PORT WASHINGTON ROAD	PICARDY SHOE PARLOUR	BANNER	8/19/2022	8/25/2022		1	NO
140	4	140271601200	10433 N BAEHR ROAD	NORTH SHORE DANCE	SIGNS	7/7/2022	7/29/2022		#5 CITATION 1	NO
141	1	141440022001	7421 RIDGEVIEW DRIVE	YOUSSEF BERRADA	PLUMBING PERMIT	8/24/2022	9/7/2022		EXTENSION	YES
142	1	141440022001	7421 RIDGEVIEW DRIVE	YOUSSEF BERRADA	ELECTRIC PERMIT	8/24/2022	9/7/2022		EXTENSION	YES
143	1	141440022001	7421 RIDGEVIEW DRIVE	YOUSSEF BERRADA	BUILDING PERMIT	8/24/2022	9/7/2022		EXTENSION	YES
144	1	141440022001	7421 RIDGEVIEW DRIVE	YOUSSEF BERRADA	FILL PERMIT	8/24/2022	9/7/2022		EXTENSION	YES
145	1	141440022001	7421 RIDGEVIEW DRIVE	YOUSSEF BERRADA	SURVEY	8/24/2022	9/7/2022		EXTENSION	YES
146	7	150500116000	1828 W FIESTA LANE	CHARLES MAYER	GRASS	8/31/2022	9/8/2022		1	NO
147	7	140700145000	3631 W LEGRANDE BLVD	WILLIAM GRUBER	HOME BUSINESS	9/6/2022	9/16/2022		1	NO
148	4	RENTAL	10601 N COMMERCE STREET	GOOD LAND PREMIUM FOODS PROVISIONS INC	BUILDING AND SITE PLAN AMENDMENT	9/6/2022	9/19/2022		1	NO
149	6	RENTAL	1339 W MEQUON ROAD	REMAX LAKESIDE	WALL SIGN	9/8/2022	10/28/2022		1	NO
150	5	151010106001	12656 N SHORELAND PARKWAY	NANCY TOLOCKO	DECK	9/13/2022	12/14/2022		1	NO
151	5	150970019000	12648 N RIVER FOREST CIRCLE	JOHN OR JULIE HENNINGS	PARKING	9/13/2022	9/23/2022		1	NO
152	5	150970019000	12648 N RIVER FOREST CIRCLE	JOHN OR JULIE HENNINGS	OUTSIDE MAINTENANCE	9/13/2022	9/27/2022		1	NO
153	8	EXEMPT	10370 N WILDWOOD COURT	OZAUKEE WASHINGTON COUNTY LAND TRUST	OUTSIDE MAINTENANCE	9/14/2022	10/14/2022		1	NO
154	3	RENTAL	7160 W DONGES BAY ROAD	WARREN BARNETT INTERIORS	CONDITIONAL USE GRANT	9/20/2022	10/4/2022		#5 CITATION 1	NO
155	6	150190400400	11743 N PORT WASHINGTON ROAD LOT 1	SHELY 2012 IRREVOCABLE TRUST	GRASS	9/22/2022	10/7/2022		1	NO
156	6	150190400500	11743 N PORT WASHINGTON ROAD LOT 2	SHELY 2012 IRREVOCABLE TRUST	GRASS	9/22/2022	10/7/2022		1	NO
157	6	150190400600	11743 N PORT WASHINGTON ROAD LOT 3	SHELY 2012 IRREVOCABLE TRUST	GRASS	9/22/2022	10/7/2022		1	NO
158	6	RENTAL	1550 W MEQUON ROAD	FIFTH MAIN	MONUMENT SIGN	9/29/2022	10/13/2022		#5 CITATION 1,2,3	NO
159	8	150740120000	317 E CIRCLE ROAD	JEFFREY OR JENNIFER PARULSKI	PARKING	9/29/2022	10/13/2022		#5 CITATION 1	NO
160	4	140840306000	4904 W COUNTY LINE ROAD	SHAWN OR RUTH RUBINSTEIN	SUMP PUMP	9/29/2022	10/7/2022		1	NO
161	6	RENTAL	11431 N PORT WASHINGTON ROAD SUITE 207	DAYALUV COSMETICS	CONDITIONAL USE GRANT	10/5/2022	11/14/2022		1	NO
162	6	RENTAL	11431 N PORT WASHINGTON ROAD SUITE 135	EMBRACE YOUR FACE	CONDITIONAL USE GRANT	10/5/2022	11/14/2022		1	NO
163	6	RENTAL	11431 N PORT WASHINGTON ROAD SUITE 101E	CEDAR CREEK MASSAGE	CONDITIONAL USE GRANT	10/5/2022	11/14/2022		1	NO
164	6	RENTAL	11431 N PORT WASHINGTON ROAD SUITE 106A	JANET HALONEN-ACUESTICS	CONDITIONAL USE GRANT	10/5/2022	11/14/2022		1	NO
165	6	RENTAL	11431 N PORT WASHINGTON ROAD SUITE 108	DRAGON FLY MEDITATION AND WELLNESS	CONDITIONAL USE GRANT	10/5/2022	11/14/2022		1	NO
166	6	RENTAL	11431 N PORT WASHINGTON ROAD SUITE 101	THERPUTIC MASSAGE AND WELLNESS CENTER	CONDITIONAL USE GRANT	10/5/2022	11/14/2022		1	NO
167	6	RENTAL	11431 N PORT WASHINGTON ROAD SUITE 212	WYNTER CO. BEAUTY	CONDITIONAL USE GRANT	10/5/2022	11/14/2022		1	NO
168	6	150300600900	2505 W MEQUON ROAD	NORTH SHORE DENTAL	BANNER	10/6/2022	10/13/2022		1	NO
169	3	RENTAL	7605 W MEQUON ROAD	HOMESTEAD FAMILY DENTISTRY	BANNER	10/6/2022	10/13/2022		1	NO
170	6	150710405000	11433 N COUNTRY LANE	WILLIAM OR CAROL GENSRIK	OUTSIDE STORAGE	10/6/2022	10/27/2022		1	NO
171	6	150710405000	11433 N COUNTRY LANE	WILLIAM OR CAROL GENSRIK	OUTSIDE MAINTENANCE	10/6/2022	11/10/2022		1	NO
172	6	150310101100	10355 N PORT WASHINGTON ROAD	CLARK GAS STATION	OUTSIDE MAINTENANCE	10/12/2022	11/12/2022		#5 CITATION 1	NO
173	1	140200600700	10505 W FREISTADT ROAD	HERMAN OR SANDRA STERN	PARKING	10/19/2022	11/11/2022		1	NO
174	1	140171101100	10516 W FREISTADT ROAD	JENNIFER JOHNSON OR JOSHUA COMFORT	PARKING	10/19/2022	11/11/2022		1	NO
175	4	140500404000	11155 N CEDARBURG ROAD	MEQUON AUTO TECH	WATER TO FACILITY	10/19/2022	11/25/2022		#5 CITATION 1	YES
176	5	150170800500	12531 N LAKESHORE DRIVE	STEVEN OR KIMBERLY BROWN	SHED PERMIT	10/19/2022	11/4/2022		1	NO
177	4	140271601200	10493 N BAEHR ROAD	NORTH SHORE DANCE STUDIO	MONUMENT SIGN	10/21/2022	11/30/2022		1	NO
178	4	RENTAL	11120 N BUNTROCK AVENUE	PRESTIGE AUTO SERVICE	PARKING COMMERCIAL	10/26/2022	11/2/2022		EXTENSION	YES
179	5	150920201000	11404 N PINEHURST CIRCLE	US BANK	GRASS	10/27/2022	11/4/2022		1	NO
180	5	150920201000	11404 N PINEHURST CIRCLE	US BANK	OUTSIDE MAINTENANCE	10/27/2022	11/27/2022		1	NO
181	8	151070112002	1027 W DONGES BAY	MARY JOHNSON	OUTSIDE MAINTENANCE	10/27/2022	11/27/2022		1	NO
182	6	151260105000	10451 N STRATFORD PLACE	STEFAN OR SARAH GENDELMAN	BUILDING PERMIT	10/28/2022	11/21/2022		1	NO
183	5	151200017000	11633 N LAKE SHORE DRIVE	BARBARA PFAFF	OUTSIDE MAINTENANCE	1/19/2022	5/30/2022		#5 CITATION 1	YES

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184	5	151200017000	11633 N LAKE SHORE DRIVE	BARBARA PFAFF	OUTSIDE STORAGE	1/19/2022	2/9/2022		#5 CITATION 1	YES
185	1	140090300200	14015 N CEDARBURG ROAD	WHITE RABBIT RESTAURANT	MONUMENT SIGNS	11/9/2022	11/23/2022		1	NO
186	6	150191602200	1400 W MEQUON ROAD	CONCORD 37 LLC	OUTSIDE MAINTENANCE	11/10/2022	12/2/2022		1	NO
187	6	150191602300	1350 W MEQUON ROAD	CONCORD 37 LLC	OUTSIDE MAINTENANCE	11/10/2022	12/2/2022		1	NO
188	8	150320700200	10000 N PORT WASHINGTON ROAD	PARK AVENUE PLAZA OF MEQUON	OUTSIDE MAINTENANCE	11/10/2022	12/2/2022		1	NO
189	6	151850001000	1511 MARKET STREET	LAKEVIEW DEVELOPMENT COMPANY	OUTSIDE MAINTENANCE	11/10/2022	12/2/2022		1	NO
190	5	150201101000	11300 N PORT WASHINGTON ROAD	(PNS) SCHMIDT MEQUON LLC	OUTSIDE MAINTENANCE	11/15/2022	12/16/2022		EXTENSION NEW OWNER	YES
191	7	140501403003	10015 N RIVER ROAD	JEFF OR BETH ASTEMBORSKI	OUTSIDE STORAGE	11/17/2022	12/2/2022		1	NO
192	4	140341100400	9716 N WAUWATOSA ROAD	ANDREW BERGMAN	PARKING	11/17/2022	12/2/2022		1	NO
193	4	140341100400	9716 N WAUWATOSA ROAD	ANDREW BERGMAN	OUTSIDE STORAGE	11/17/2022	12/2/2022		1	NO
194	4	140340500800	10146 N WAUWATOSA ROAD	ROBERT PETZOLD JR	PARKING	11/17/2022	12/2/2022		1	NO
195	4	140340500800	10146 N WAUWATOSA ROAD	ROBERT PETZOLD JR	OUTSIDE STORAGE	11/17/2022	12/2/2022		1	NO
196	1	140181300800	12031 N GRANVILLE ROAD	LINDENWOOD FARMS	PARKING	11/17/2022	12/2/2022		1	NO
197	1	140181300800	12031 N GRANVILLE ROAD	LINDENWOOD FARMS	OUTSIDE STORAGE	11/17/2022	12/2/2022		1	NO
198	8	RENTAL	10840 N PORT WASHINGTON ROAD	TOBIN JEWELERS	BANNER	11/30/2022	12/8/2022		1	NO
199	6	151590001000	1505 W MEQUON ROAD	EAST TOWNE SQUARE MALL	BANNER/FLAGS	11/30/2022	12/9/2022		1	NO
200	3	140860219000	11428 N VEGA AVENUE	MARK KRUEGER	OUTSIDE STORAGE	12/6/2022	12/20/2022		1	NO
201	3	140860219000	11428 N VEGA AVENUE	MARK KRUEGER	PARKING	12/6/2022	12/20/2022		1	NO
202	3	140860220000	7907 W WILLOWBROOK DRIVE	BENJAMIN AHANGER	OUTSIDE STORAGE	12/6/2022	12/20/2022		1	NO
203	6	150191500300	1836 W MEQUON ROAD	REGINALD FLETCHER	OUTSIDE STORAGE	12/6/2022	12/20/2022		1	NO
204	3	140881604000	11329 N MEADOWBROOK DRIVE	JEREMY GONZALES	PARKING	12/7/2022	12/14/2022		1	NO
205	3	140881602000	11309 N MEADOWBROOK DRIVE	KIMBERLY SCIDMORE OR KERRY HANSEN	PARKING	12/7/2022	12/14/2022		1	NO
206	3	140870807000	11730 N RIDGEWAY AVENUE	DAVID WOZNAK	PARKING	12/7/2022	12/14/2022		1	NO
207	3	140881708000	11310 N MEADOWBROOK DRIVE	GREEN HILL PROPERTIES	PARKING	12/7/2022	12/14/2022		#5 CITATION 1,2	NO
208	3	140871001000	11932 N SILVER AVENUE	DANIEL MUELLER	PARKING	12/7/2022	12/14/2022		1	NO
209	4	140270201200	11030 N BUNTROCK AVENUE	SANG WOO NAM	PARKING	12/9/2022	12/16/2022		1	NO
210	5	150830013001	13560 N LAKESHORE DRIVE	MICHAEL COLE	PARKING	12/13/2022	12/27/2022		1	NO
211	2	150180600500	12750 N SHORELAND PARKWAY	GRANTIT REMODELS LLC	PARKING	12/14/2022	12/29/2022		1	NO
212	8	RENTAL	10058 N PORT WASHINGTON ROAD	MOMS ALTERATIONS	BANNER	12/22/2022	12/30/2022		#5 CITATION 1,	NO
213	2	140140400100	12435 N RIVER ROAD	JOSEPH OR MELANIE DEVORKIN	BUILDING PERMIT	12/22/2022	1/6/2023		#5 CITATION 1	NO
214	1	141440022001	7421 RIDGEVIEW DRIVE	YOUSSEF BERRADA	ACCESSORY STRUCTURE (2)	12/29/2022	1/27/2023		#5 CITATION 1	YES
215	1	141440022001	7421 RIDGEVIEW DRIVE	YOUSSEF BERRADA	SURVEY	12/29/2022	1/12/2023		1	NO
216	6	150600216000	10212 SUNNYCREST DRIVE	HPA III ACQUISITIONS 1 LLC	PARKING	1/6/2023	1/19/2023		1	NO
217	4	140340600900	7227 W DONGES BAY ROAD	ANTOINETTE JACKSON	PARKING	1/11/2023	1/27/2023		1	NO
218	4	140340600900	7227 W DONGES BAY ROAD	ANTOINETTE JACKSON	OUTSIDE STORAGE	1/11/2023	1/27/2023		1	NO
219	3	140510104000	11201 N SOLAR AVENUE	CHRISTOPHER BESLER	OUTSIDE MAINTENANCE	1/12/2023	1/19/2023		#5 CITATION #1	NO
220	8	151790001000	10526 N PORT WASHINGTON ROAD	CONCORD 34 LLC	ELECTRIC	1/19/2023	2/17/2023		1	NO
221	8	151790001000	10526 N PORT WASHINGTON ROAD	CONCORD 34 LLC	DUMPSTER DOORS	1/19/2023	4/15/2023		1	NO
222	8	151790001000	10526 N PORT WASHINGTON ROAD	CONCORD 34 LLC	STORAGE CONTAINER	1/19/2023	2/17/2023		1	NO
223	4	140500506000	11100 N GREEN BAY ROAD	EW DEVELOPMENT CORP	REFUSE	1/20/2023	2/3/2023		#5 CITATION 1	NO
224	4	140500506000	11100 N GREEN BAY ROAD	EW DEVELOPMENT CORP	OUTSIDE MAINTENANCE	1/20/2023	5/1/2023		1	NO
225	6	150190400400	11743 N PORT WASHINGTON ROAD	SHELY 2012 IRREVOCABLE TRUST	OUTSIDE MAINTENANCE	1/26/2023	2/7/2023		#5 CITATION 1,2	NO
226	3	140510104000	11201 N SOLAR AVENUE	CHRISTOPHER BESLER	PARKING	2/2/2023	2/9/2023		1	NO
227	6	151290001000	11001 N PORT WASHINGTON ROAD	ACE HARDWARE	COMMUNITY SPIRIT LETTER	2/9/2023	OPEN		1	NO
228	6	150300100700	1425 W MEQUON ROAD	BMO HARRIS BANK	COMMUNITY SPIRIT LETTER	2/9/2023	OPEN		1	NO
229	6	151290017000	1317 W TOWNE SQUARE ROAD	MEQUON UNIT 17 LLC	COMMUNITY SPIRIT LETTER	2/9/2023	OPEN		1	NO
230	8	151750010144	10144 N PORT WASHINGTON ROAD	SSRF LLC	COMMUNITY SPIRIT LETTER	2/9/2023	OPEN		1	NO
231	6	151710002000	10602 N PORT WASHINGTON ROAD	PJL 10335 LLC	COMMUNITY SPIRIT LETTER	2/9/2023	OPEN		1	NO
232	5	150200600100	1025 W GLEN OAKS LANE	GLEN OAKS OFFICE PARK LLC	COMMUNITY SPIRIT LETTER	2/9/2023	OPEN		1	NO
233	3	140500202001	6200 W MEQUON ROAD	ST PAULS FISH COMPANY	OUTSIDE STORAGE	2/14/2023	2/28/2023		1	NO
234	4	140271600800	6130 W DONGES BAY ROAD	JWI LLC	OUTSIDE STORAGE	2/16/2023	3/10/2023		1	NO
235	4	140261100700	10412 N BAEHR ROAD	MEHTA PROPERTIES LLC	COMMUNITY SPIRIT LETTER	2/16/2023	OPEN		1	NO
236	4	RENTAL	5900 W MEQUON ROAD	CAFÉ HOLLANDER	BANNER	2/21/2023	2/28/2023		1	NO
237	6	151001310000	12510 N PILOT DRIVE	JEAN GORSKI	OUTSIDE MAINTENANCE	2/22/2023	5/31/2023		1	NO
238	1	141440022001	7421 RIDGEVIEW DRIVE	YOUSSEF BERRADA	BUILDING PERMIT	2/27/2023	3/14/2023		EXTENSION	YES
239	3	140892302000	11433 N TOWER LANE	JULIS OR ALICE HOLDEN	SUMP PUMP	2/28/2023	3/8/2023		1	NO
240	1	140171101200	10545 W HEATHER DRIVE	STEPHANIE WELDON	BUILDING PERMIT	3/1/2023	3/14/2023		1	NO
241	6	150291100700	10510 N PORT WASHINGTON ROAD	PETU	HVAC AND ELECTRIC PERMITS	3/7/2023	4/7/2023		1	NO
242	2	140130600800	12602 N RIVER ROAD	GARY OR JUNE GEIGER	BASKETBALL COURT	3/9/2023	5/31/2023		1	NO
243	8	150291100200	10404 N PORT WASHINGTON ROAD	FERRANTES PIZZA	OUTSIDE MAINTENANCE	3/16/2023	7/28/2023		1	NO
244	8	RENTAL	10972 N PORT WASHINGTON ROAD	THE JOINT CHIROPRACTIC	SIGN	3/16/2023	3/23/2023		1	NO

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	A	B	C	D	E	F	G	I	J	K
245	8	RENTAL	10916 N PORT WASHINGTON ROAD	ELITE NUTRITION	SIGN	3/16/2023	3/23/2023		1	NO
246	8	RENTAL	10902 N PORT WASHINGTON ROAD	NEROLI SALON	SIGN	3/16/2023	3/23/2023		1	NO
247	8	151060024000	429 W THORNAPPLE LANE	FRANK TRUST	PARKING	4/4/2023	4/11/2023		1	NO
248	8	RENTAL	10984 N PORT WASHINGTON ROAD	MARSHALLS MEQUON	COMMUNITY SPIRIT LETTER	4/10/2023			1	NO
249	8	RENTAL	10964 N PORT WASHINGTON ROAD	PET SUPPLIES PLUS MEQUON	COMMUNITY SPIRIT LETTER	4/10/2023	OPEN		1	NO
250	8	RENTAL	10930 N PORT WASHINGTON ROAD	SENDIKS MARKET MEQUON	COMMUNITY SPIRIT LETTER	4/10/2023	OPEN		1	NO
251	8	150290601000	10930 N PORT WASHINGTON ROAD	BRIXMOR MEQUON	COMMUNITY SPIRIT LETTER	4/10/2023	OPEN		1	NO
252	4	140710027000	4807 W ELMDALE ROAD	OLEG KONOVCHKO	PARKING	4/18/2023	5/31/2023		#5 CITATION 1,2,3	NO
253	6	151230502000	12010 N RIVER GLENN LANE	KENNETH R NASON OR LESLEY A SCHWARTZ-NASON	OUTSIDE STORAGE	4/18/2023	4/26/2023		1	NO
254	4	140500905004	10240 N CEDARBURG ROAD	SYBARIS	OUTSIDE MAINTENANCE	4/26/2023	5/15/2023		1	NO
255	4	140501001000	10365 N CEDARBURG ROAD	TAYLOR AND DUNNS	OUTSIDE MAINTENANCE	4/26/2023	6/1/2023		1	NO
256	2	140950404000	3403 W COLETTE COURT	PAWEL WYDRA	OUTSIDE STORAGE	5/1/2023	5/15/2023		#5 CITATION 1	NO
257	8	150291100500	10500 N PORT WASHINGTON ROAD	LISA HOLDEN	PARKING	5/10/2023	OPEN		#5 CITATION 1	NO
258	1	140300600500	12323 W MEQUON ROAD	JONATHAN SCHOTTE	PARKING	5/12/2023	5/19/2023		1	NO
259	8	150320600200	10353 N PORT WASHINGTON ROAD	SOBELMANS 10352 LLC	OUTSIDE MAINTENANCE	5/12/2023	EXTENSION		#5 CITATION 1,2,3	YES
260	7	140250600800	11152 N RIVER ROAD	STROLI REAL ESTATE LLC	OUTSIDE MAINTENANCE	5/12/2023	5/22/2023		1	NO
261	1	140300500400	11805-11807 W MEQUON ROAD	MAE BRIELMAIER	PARKING	5/16/2023	5/26/2023		1	NO
262	1	140300500400	11805-11807 W MEQUON ROAD	MAE BRIELMAIER	OUTSIDE STORAGE	5/16/2023	5/26/2023		1	NO
263	2	140230400100	11761 N RIVER ROAD	EVAN OR SANDRA MORGAN	OUTSIDE LIGHTING	5/23/2023	6/2/2023		#5 CITATION	NO
264	5	150170800500	12531 N LAKE SHORE DRIVE	STEVEN OR KIMBERLY BROWN	GARBAGE	5/23/2023	5/30/2023		1	NO
265	5	150170200200	12730 N LAKE SHORE DRIVE	FREDRICK REED	GARBAGE	5/23/2023	5/30/2023		1	NO
266	7	140250700700	109062 N RIVER ROAD	JEFFREY OR JAMY LEVESQUE	SUMP PUMP	5/24/2023	6/2/2023		1	NO
267	2	140240200500	11808 N RIVERLAND ROAD	BORIS PERMITIN	OUTSIDE STORAGE	6/8/2023	7/7/2023		1	NO
268	4	140501304006	9899 N ARROWWOOD ROAD	THOMAS OR MARY CONNOLLY	PARKING	6/8/2023	6/23/2023		1	NO
269	2	140820648000	2916 W SHOLES DRIVE	DAVID OR ELIZABETH SANDE	PARKING	6/8/2023	6/16/2023		1	NO
270	2	140820214000	2911 W SHOLES DRIVE	JOHN OR BARBARA MULGREW	PARKING	6/8/2023	6/16/2023		1	NO
271	2	140820101000	11855 N AUER LANE	JAMES OR JOANNE GUTHRIE PETERSON	PARKING	6/8/2023	6/16/2023		1	NO
272	3	141220007000	11909 N SOLAR AVENUE	BRANDON OR SARAH ZELAZOSKI	PARKING	6/8/2023	6/16/2023		1	NO
273	2	141160018000	3134 W WOODFIELD DRIVE	SCOTT EDISON	GRASS	6/8/2023	6/16/2023		1	NO
274	7	140700145000	3531 W LE GRANDE BLVD	LAC DU GRUBER LLC	OUTSIDE MAINTENANCE	6/8/2023	6/29/2023		1	NO
275	7	150560205000	1425 W ZEDLER LANE	BRADFORD FIGG	GRASS	6/19/2023	6/26/2023		1	NO
276	5	150051400200	13920 N LAKE SHORE DRIVE	RAPHAEL OR IRENE BRUNETTE	OUTSIDE STORAGE	6/21/2023	7/12/2023		1	NO
277	1	RENTAL	14015 N CEDARBURG ROAD	THE WHITE RABBIT	CONDITIONAL USE GRANT	6/21/2023	6/29/2023		1	NO
278	6	RENTAL	1402 W MEQUON ROAD	KUMON MATH AND READING	BANNER	6/28/2023	7/1/2023		1	NO
279	6	RENTAL	1340 W MEQUON ROAD	NORTH SHORE JEWELERS	BANNER	6/28/2023	7/1/2023		1	NO
280	6	RENTAL	1406 W MEQUON ROAD	LITTLE SPROUTS PLAY CAFE	BANNER	6/28/2023	7/1/2023		1	NO
281	6	RENTAL	1330 W MEQUON ROAD	COCOA TREE CONFECTIONARY	BANNER	6/28/2023	7/1/2023		1	NO
282	6	RENTAL	1300 W MEQUON ROAD	PANERA BREAD	BANNER	6/28/2023	7/1/2023		1	NO
283	4	140560305000	5103 W WESTFIELD ROAD	DAVID KRIEGEL	OUTSIDE STORAGE	6/29/2023	7/6/2023		1	NO
284	4	140560305000	5103 W WESTFIELD ROAD	DAVID KRIEGEL	PARKING	6/29/2023	7/13/2023		1	NO
285	4	140840205000	9612 N MEQUON PLACE	JUSTIN BIRKEL	OUTSIDE STORAGE	6/29/2023	7/6/2023		1	NO
286	4	140840205000	9612 N MEQUON PLACE	JUSTIN BIRKEL	GRASS	6/29/2023	7/6/2023		1	NO
287	6	150900609000	11541 N LAGUNA DRIVE	INA PETROVICI	PARKING	7/6/2023	7/20/2023		1	NO
288	6	140771401000	2716 W CHESTNUT ROAD	HOWARD DUBOFF	PERMITS	7/19/2023	8/20/2023		1	NO
289	6	150830002000	13418 LAKEWOOD DRIVE	SAMUAL OR NINA KIRK	OUTSIDE MAINTENANCE	8/4/2023	9/4/2023		1	NO
290	6	150200200700	326 SEACROFT COURT	DANIEL DOMAGALA	PARKING	8/4/2023	8/11/2023		#5 CITATION 1	NO
291	8	150540505000	10903 N SAN MARINO DRIVE	KARSTEN OR KELLY HUTTELMAIER	OUTSIDE MAINTENANCE	8/4/2023	8/18/2023		1	NO
292	4	140710007000	4707 W ELMDALE ROAD	MALACHY TOAL	OUTSIDE MAINTENANCE	8/4/2023	8/18/2023		1	NO
293	5	150180600500	12750 N SHORELAND PARKWAY	GRANTTT REMODELS LLC	GRASS	8/9/2023	8/19/2023		1	NO
294	8	151060024000	429 W THORNAPPLE LANE	FRANK TRUST	OUTSIDE STORAGE	8/9/2023	8/19/2023		1	NO
295	7	140250601000	11006 N RIVER ROAD	JUAN OR DANA OZOZCO	PARKING	8/23/2023	9/1/2023		1	NO
296	1	140300100700	11031 N GRANVILLE ROAD	MIROSLAW OR IWONA PAWLEEC	HOME OCCUPATION BUSINESS	8/23/2023	9/1/2023		1	NO
297	8	150320600200	10352 N PORTWASHINGTON ROAD	GUZAM PROPERTIES LLC	COMMUNITY SPIRIT LETTER	8/31/2023	10/1/2023		1	NO
298	4	140501305007	9807 N CEDARBURG ROAD	RYAN OR KATHERINE KAUTZER	GRASS	9/1/2023	9/14/2023		1	NO
299	4	140501001000	10365 N CEDARBURG ROAD	10365 LLC	OUTSIDE STORAGE	9/1/2023	9/14/2023		1	NO
300	7	140850103000	4429 W TARRYTOWN LANE	THOMAS OR RUBY AHMANN	PARKING	9/1/2023	9/14/2023		1	NO
301	6	150300200600	11122 N ORIOLE LANE	NICOLAS ERDMANN	SHED PERMIT	9/1/2023	9/14/2023		1	NO
302	4	140501305006	9809 N CEDARBURG ROAD	BONNIWELL 9807 LLC	GRASS	9/6/2023	9/20/2023		1	NO
303	6	CONDO ASSN	IVY COURT GREENBRIER CONDO ASSN	HUNT MANAGEMENT	COMMUNITY SPIRIT LETTER	10/5/2023	OPEN		1	YES
304	2	140230400100	11761 N RIVER ROAD	SANDRA MORGAN	LIGHTING	10/25/2023	11/1/2023		#5 CITATION 1,2,3	NO
305	3	140500108001	6614 W MEQUON ROAD	ERIKA JANIK	LIGHTING	10/25/2023	11/1/2023		1	NO

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	A	B	C	D	E	F	G	I	J	K
306	7	15085000002	3100 W COUNTRY CLUB DRIVE	NORTH SHORE COUNTRY CLUB	COMMUNITY SPIRIT LETTER	10/25/2024	OPEN		1	NO
307	6	150300101500	11147 N PORT WASHINGTON ROAD	BP GAS STATION	COMMUNITY SPIRIT LETTER	11/2/2023	OPEN		1	NO
308	6	150201101200	11210 N PORT WASHINGTON ROAD	MOBIL GAS STATION	COMMUNITY SPIRIT LETTER	11/2/2023	OPEN		1	NO
309	5	150310101100	10855 N PORT WASHINGTON ROAD	CLARK GAS STATION	COMMUNITY SPIRIT LETTER	11/2/2023	OPEN		EXTENSION	NO
310	3	RENTAL	6000 W MEQUON ROAD	RUBY TAP	LETTER WINE TASTING	11/15/2023	OPEN		1	NO
311	1	140021200100	5320 W BONNIWELL ROAD	PETER OR KRISTA BEAUDOIN	LETTER WINE TASTING	11/15/2023	OPEN		1	NO
312	3	140881618000	11344 N GLENWOOD DRIVE	DEXTER OR CYNTHIA JONES	OUTDOOR LIGHTING	11/16/2023	11/23/2016		1	NO
313	6	RENTAL	1400 W MEQUON ROAD	GF SMOOTHIES ALAN MC FADYEN	BANNER	5/1/2023	11/26/2023		#5 CITATION 1,2,3	YES
314	6	150191600300	1550 W MEQUON ROAD	FIFTH-MAIN	BANNER	11/29/2023	12/7/2023		1	NO
315	5	150920201000	11404 N PINEHURST CIRCLE	EMMA LASKOWSKI	OUTSIDE MAINTENANCE	11/29/2023	4/1/2024		1	NO
316	2	140740110000	5310 W HILLCREST DRIVE	PATRICK OHARE	GRASS	11/29/2023	5/1/2024		1	NO
317	2	140740110000	5310 W HILLCREST DRIVE	PATRICK OHARE	OUTSIDE STORAGE	11/29/2023	12/10/2023		1	NO
318	4	140270201600	6751 W MEQUON ROAD	STORYPOINT SENIOR LIVING	FLAGS	12/7/2023	12/14/2023		1	NO
319	6	150300101500	11147 N PORT WASHINGTON ROAD	BP GAS STATION	FLAG	12/7/2023	12/14/2023		#5 CITATION 1	YES
320	3	RENTAL	6200 W MEQUON ROAD	ST PAULS FISH COMPANY	FLAG	12/7/2023	12/14/2023		1	NO
321	6	150300402000	10911 N PORT WASHINGTON ROAD	ARBYS	FLAG	12/7/2023	12/14/2023		1	NO
322	8	RENTAL	10930 N PORT WASHINGTON ROAD	JERSEY MIKE'S SUBS	FLAG/BANNER	12/7/2023	12/14/2023		1	NO
323	6	151530002000	1505 W MEQUON ROAD	MIDLAND MANAGEMENT	FLAGS/BANNER	12/7/2023	12/14/2023		#5 CITATION 1	YES
324	3	RENTAL	5900 W MEQUON ROAD	CAFÉ HOLLANDER	BANNER	12/7/2023	12/14/2023		1	NO
325	3	140201500900	11246 N FARMDALE ROAD	DENNIS OR MARIE MYLER	PARKING	12/7/2023	12/14/2023		1	NO
326	1	140170901500	12243 N FARMDALE ROAD	GREGORY OR SUSAN ERNST	PARKING	12/7/2023	12/14/2023		1	NO
327	1	140200700300	11713 N FARMDALE ROAD	PAUL OR MARY BRISKI	PARKING	12/7/2023	12/14/2023		1	NO
328	6	150191200100	2110 W MEQUON ROAD	DOUGLAS KOLLER	PARKING	12/7/2023	12/14/2023		1	NO
329	3	140221000600	11512 N WAUWATOSA ROAD	RICK OR PATRICIA FREYMUTH	PARKING	12/7/2023	12/14/2023		#5 CITATION 1	YES
330	6	150900113000	11336 N ARBOR LANE	JOSHUA BRUCKNER	PARKING	12/7/2023	12/14/2023		1	NO
331	8	150320600200	10952 N PORTWASHINGTON ROAD	GUZAM PROPERTIES LLC	OUTSIDE MAINTENANCE	12/11/2023	2/29/2024		#5 CITATION 1, 2, 3	YES
332	8	150760105000	221 E MEQUON ROAD	CHARLES MITCH	BUILDING PERMIT	12/21/2023	1/15/2024		1	NO
333	8	150760107000	11115 N LAKESHORE DRIVE	NICOLAS PASCHKE	BUILDING PERMIT	12/21/2023	1/15/2024		1	NO
334	8	150200201400	428 W SEACROFT COURT	JOHN LINSKOTT	POD	12/26/2023	1/10/2024		#5 CITATION 1	YES
335	6	150190500600	1714 W MEQUON ROAD	JOE WALTER PROPERTIES LLC	LANDSCAPING TREE	1/3/2024	1/31/2024		1	NO
336	4	140840107000	9712 N MEQUON PLACE	TOUA YANG	OUTSIDE STORAGE	1/5/2024	1/12/2024		1	NO
337	4	141030328000	9939 N CONCORD DRIVE	PAUL DOMAZ	PARKING	1/5/2024	1/19/2024		1	NO
338	2	140730010000	11339 N PARKVIEW DRIVE	PLANTINUM POINT PROPERTIES LLC	OUTSIDE LIGHTING	1/11/2024	1/25/2024		1	NO
339	2	140740310000	5520 W PLEASANT DRIVE	PHILIP NUELK	OUTSIDE LIGHTING	1/11/2024	1/25/2024		1	NO
340	1	141640001000	14195 N TWIN OAKS LANE	ENID TROTMAN ANYANWU	BUILDING PERMIT	10/6/2023	10/23/2023		#5 CITATION 1	YES
341	2	140940215000	3217 W FLEUR DE LIS DRIVE	ADEEB OR SIBA RAHMAN	STRUCTURE	1/31/2024	2/7/2024		1	NO
342	2	140940215000	3217 W FLEUR DE LIS DRIVE	ADEEB OR SIBA RAHMAN	PARKING	1/31/2024	2/7/2024		1	NO
343	7	140250700700	10962 N RIVER ROAD	JEFFREY OR JAMY LEVESQUE	PARKING	2/13/2024	27-Feb		1	NO
344	6	RENTAL	1402 W MEQUON ROAD	KUMON MATH AND READING	BANNER	2/20/2024	2/27/2024		#5 CITATION 1	YES
345	6	150191600300	1550 W MEQUON ROAD	FIFTH-MAIN	BANNER	2/20/2024	2/27/2024		1	NO
346	8	151340025000	211 W TRILLIUM ROAD	SCOTT OR SANDRA STERN	OUTSIDE STORAGE	2/22/2024	3/1/2024		1	NO
347	3	140870805000	11750 N SILVER AVENUE	LUJESS LLC - JESSE HYPHE	OUTSIDE MAINTENANCE	2/27/2024	3/14/2024		EXTENSION	YES
348	5	150170800500	12531 N LAKE SHORE DRIVE	STEVEN BROWN	REFUSE CONTAINER	3/7/2024	3/12/2024		1	NO
349	3	140280600200	8813 W MEQUON ROAD	TOLOUPE OLANDINI OR VICTORIA HANNEMAN	OUTSIDE STORAGE	3/22/2024	4/5/2024		1	NO
350	2	140580401000	4618 W GRACE AVENUE	GAIL SKIFF	BUILDING PERMITS	3/22/2024	4/5/2024		1	NO
351	8	151070112002	1027 W DONGES BAY ROAD	MARY JOHNSON	OUTSIDE MAINTENANCE	4/2/2024	4/30/2024		EXTENSION	YES
352	2	140231600300	11307 N RIVER ROAD	JOHN OR KATHLEEN LEFEBER NELSON	OUTSIDE STORAGE	4/18/2024	4/25/2024		EXTENSION	YES
353	2	140231600300	11307 N RIVER ROAD	JOHN OR KATHLEEN LEFEBER NELSON	OUTSIDE MAINTENANCE	4/18/2024	5/18/2024		1	NO
354	2	140240701200	11610 N RIVER ROAD	MARILYN MANKE	OUTSIDE MAINTENANCE	4/18/2024	5/18/2024		EXTENSION	YES
355	2	140240701400	11611 N GRACE COURT	MARY JO JANSEN OR STEVEN SHAPSON	OUTSIDE MAINTENANCE	4/18/2024	5/18/2024		EXTENSION	YES
356	8	150290601000	10930 N PORT WASHINGTON ROAD	BRIXMOR GROUP	OUTSIDE MAINTENANCE	4/25/2024	5/31/2024		EXTENSION	YES
357	6	XXXXXXXXXX	224 N 76TH STREET	BRIARWOOD CONDO ASSOCIATION	OUTSIDE MAINTENANCE	5/3/2024	6/3/2024		EXTENSION	YES
358	6	150310101100	10355 N PORT WASHINGTON ROAD	CLARK GAS STATION	TEMPORARY STRUCTURE	5/3/2024	5/31/2024		1	NO
359	8	150201101200	11210 N PORT WASHINGTON ROAD	MOBIL GAS STATION	TEMPORARY STRUCTURE	5/3/2024	5/31/2024		1	NO
360	6	150300101500	11147 N PORT WASHINGTON ROAD	BP GAS STATION	TEMPORARY STRUCTURE	5/3/2024	5/31/2024		1	NO
361	4	RENTAL	5401 W DONGES BAY ROAD	ALMO DISTRIBUTING	BOP	5/7/2024	5/21/2024		1	NO
362	6	150191500600	1714 W MEQUON ROAD	STATE FARM INSURANCE	MONUMENT SIGN	5/7/2024	5/31/2024		1	NO
363	4	XXXXXXXXXX	10033 N PORT WASHINGTON ROAD	LAKEIDE DEVELOPMENT COMPANY	DEVELOPMENT SIGN	5/8/2024	5/17/2024		1	NO
364	4	140840204000	4725 W CHIPPEWA DRIVE	BRIAN OR JENNIFER KUSCH	YARD WASTE	5/8/2024	5/15/2024		EXTENSION	YES
365	2	140740304000	5417 W ELMHURST DRIVE	STARK REVOCABLE TRUST	PARKING	5/8/2024	5/22/2024		1	NO
366	6	150191601400	11223 N PORT WASHINGTON ROAD	ASSOCIATED BANK	COMMERCIAL LIGHTING	5/15/2024	5/22/2024		1	NO

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	A	B	C	D	E	F	G	I	J	K
367	3	140510104000	11201 N SOLAR AVENUE	CHRISTOPHER BESLER	PARKING	5/17/2024	5/24/2024		#5 CITATION 1	YES
368	2	140580205000	4430 W GRACE AVENUE	HOMEME LLC	GRASS	5/17/2024	5/24/2024		1	NO
369	2	140580205000	4430 W GRACE AVENUE	HOMEME LLC	OUTSIDE STORAGE	5/17/2024	6/7/2024		#5 CITATION 1	YES
370	8	150740114000	10522 N CIRCLE ROAD	MDM 20 LLC	SHORT TERM RENTAL	5/22/2024	6/5/2024		#5 CITATION 1	NO
371	6	150870104000	1342 HOMESTEAD TRAIL	GRACEFUL LIVING	BUILDING PERMIT	5/3/2024	5/13/2024		#5 CITATION 1	YES
372	3	140510103000	7816 W MEQUON ROAD	JOHN MOORE	PARKING	5/23/2024	6/6/2024		#5 CITATION 1	YES
373	3	140510103000	7816 W MEQUON ROAD	JOHN MOORE	OUTSIDE STORAGE	5/23/2024	6/6/2024		1	NO
374	3	RENTAL	11215 N CEDARBURG ROAD	ELEMENTS MASSAGE	WINDOW SIGNS/DISPLAY	6/1/2024	7/1/2024		1	NO
375	3	RENTAL	11235 N CEDARBURG ROAD	MITCH'S SPORTS CARDS	WINDOW SIGNS/DISPLAY	6/1/2024	7/1/2024		1	NO
376	3	RENTAL	6048 W MEQUON ROAD	FORWARD DENTAL	AWNINGS	6/1/2024	8/1/2024		EXTENSION	YES
377	2	140510103000	11611 N MULBERRY DRIVE	RICHARD OR LISA SADIQ	GRASS	6/7/2024	6/14/2024		1	NO
378	2	140510103000	11611 N MULBERRY DRIVE	RICHARD OR LISA SADIQ	PARKING	6/7/2024	6/21/2024		#5 CITATION 1	YES
379	8	150760107000	11115 N LAKESHORE DRIVE	NICHOLAS PASCHE	OUTSIDE STORAGE	6/11/2024	6/21/2024		1	NO
380	4	140670023000	9914 W HUNTINGTON DRIVE	KENWOOD OR KRISTIE DAYTON	PARKING	6/21/2024	6/28/2024		1	NO
381	5	150800110000	11216 N PRAIRIE VIEW DRIVE	HUBERN OR MALLORY JOHNSON	GRASS	6/21/2024	6/28/2024		1	NO
382	8	150760707000	11032 N HIGHVIEW DRIVE	LDH PROPERTY MANAGEMENT LLC	BUILDING PERMIT	6/1/2024	7/1/2024		#5 CITATION 1	YES
383	2	150760707000	3800 W MARSEILLES DRIVE	JOSEPH OR ERIN STANTON	SHORT TERM RENTAL	7/11/2024	7/15/2024		1	NO
384	2	140240700700	4105 W GRACE AVENUE	JILL BOULIER-SMITH	GRASS	7/18/2024	7/25/2024		#5 CITATION 1	YES
385	1	140600020000	10510 N COUNCIL HILLS DRIVE	SAMUAL OR DANIELLE BRAMSTEDT	GRASS	7/18/2024	7/25/2024		EXTENSION	YES
386	1	141260017000	12422 N MADERO DRIVE	BRIAN OR JANET FUSSELL	OUTSIDE MAINTENANCE	7/24/2024	8/24/2024		#5 CITATION 1	YES
387	4	140270101600	11035 N WESTON DRIVE	CENTRAL BARK	SIGNS	7/31/2024	8/7/2024		1	NO
388	4	140270400500	6803 W INDUSTRIAL DRIVE	SNIDER MOLD	SIGNS	7/31/2024	8/7/2024		1	NO
389	4	150191500600	10910 N WESTON DRIVE	SUPER STEEL LLC	SIGNS	7/31/2024	8/7/2024		EXTENSION	YES
390	6	150650408000	11841 N COUNTRY LANE	WILLIAM OR SANDRA REEDUS	OUTSIDE MAINTANCE AND PARKING	7/31/2024	8/31/2024		EXTENSION	YES
391	8	150320700300	10036 N PORT WASHINGTON ROAD	RABINDRA OR SUSHILA SHARMA	GRASS/WEEDS	8/8/2024	8/23/2024		EXTENSION	YES
392	4	140501017003	5201-5401 W DONGES BAY ROAD	LP - WESTMORE REALTY CAPITOL LLC	LOUD NOISE PROHIBITED	4/1/2024	8/1/2024		#5 CITATION 1	YES
393	8	150320700300	10036 N PORT WASHINGTON ROAD	RABINDRA OR SUSHILA SHARMA	GRASS	8/12/2024	8/30/2024		EXTENSION	YES
394	8	150291000500	1101 W WINESAP COURT	APPLE ORCHARD / BIECK MANAGEMENT	GENERAL MAINTENANCE	8/12/2024	8/28/2024		1	NO
395	6	151650004000	10100 N PORT WASHINGTON ROAD	CHARLES DAY	GENERAL MAINTENANCE	8/12/2024	8/28/2024		1	NO
396	8	RENTAL	10930 N PORT WASHINGTON ROAD	BRIXMOR GROUP	BANNERS, SIGNS, WINDOW COVERINGS, A FRAME	8/13/2024	8/30/2024		EXTENSION	YES
397	4	140270102000	6213 W MEQUON ROAD	WELLS AND SONS INC	SIGN	8/13/2024	8/16/2024		1	NO
398	6	150200200400	1813 W MEQUON ROAD	JOHN OR GEORGINE KESSELMAN	SIGN	8/13/2024	8/16/2024		1	NO
399	6	150300201100	1737 W MEQUON ROAD	DAVID MUELLER	SIGN	8/13/2024	8/16/2024		1	NO
400	8	150790011000	724 AUBURN COURT	SCOTT WOEHLE	OUTSIDE STORAGE	8/14/2024	8/23/2014		1	NO
401	6	151000213001	12505 N ISLAND DRIVE	BLAINE OR VIOLET THOMPSON	PARKING AND OUTSIDE STORAGE	8/14/2024	8/30/2024		EXTENSION	YES
402	6	151000205000	12531 N ISLAND DRIVE	SEAN OR AREN NELSON	PARKING AND OUTSIDE STORAGE	8/14/2024	8/30/2024		EXTENSION	YES
403	6	151000218000	12501 N ISLAND DRIVE	ALICE MENZEL	PARKING AND OUTSIDE STORAGE	8/14/2024	8/30/2024		EXTENSION	YES
404	4	140271500900	6728 W DONGES BAY ROAD	MARK ESKUCHE	PARKING	8/14/2024	8/30/2024		EXTENSION	YES
405	4	140340500800	10146 N WAUWATOSA ROAD	ROBERT PETZOLD JR	OUTSIDE STORAGE	8/14/2024	11/1/2024			YES
406	4	140340600900	7227 W DONGES BAY ROAD	ANTOINETTE JACKSON	PARKING	8/14/2024	8/23/2024		EXTENSION	YES
407	6	150870104000	1342 W HOMESTEAD TRAIL	GRACEFUL LIVING LLC	OUTSIDE STORAGE	8/16/2024	8/23/2024		EXTENSION	YES
408	4	140270901700	10725 N EXECUTIVE COURT	ATHLETIC PERFORMANCE	COMMUNITY SPIRIT LETTER	8/16/2024	8/16/2024		1	NO
409	4	140560101002	10208 N CEDARBURG ROAD	STEPHEN FRENCH	GRASS	8/19/2024	8/28/2024		EXTENSION	YES
410	1	141580001000	7728 W CHEVERNY DRIVE	FELIX ARYEETEY	OUTDOOR LIGHTING	8/27/2024	9/3/2024		EXTENSION	YES
411	8	151080605000	923 W RANCHITO LANE	JAMES OR CHERLYN WONTOR	OUTSIDE STORAGE	8/28/2024	9/11/2024		1	YES
412	8	151080607001	1010 W RANCHITO LANE	MARCAS OR CHAUNA FINCH	OUTSIDE MAINTENANCE	8/28/2024	9/30/2024		EXTENSION	YES
413	6	150190401200	EASTBROOK DRIVE LLC OUTLOT	ROY OPPENHEIMER / EASTBROOK DRIVE LLC	GRASS	9/6/2024	9/20/2024		#5 CITATION 1	YES
414	4	140271301400	10605 N BAEHR ROAD	MCGOURTHY HOLDING COMPANY LLC	NOISE	9/10/2024	9/27/2024		#56 CITATION 1	YES
415	8	150320600200	10352 N PORTWASHINGTON ROAD	GUZAM PROPERTIES LLC	OUTSIDE MAINTENANCE	9/10/2024	9/27/2024		1	NO
416	5	140090100900	1045 W GLEN OAKS	STEVEN OR CAROLYN BISKUPIC	SIGN	9/11/2024	9/16/2024		1	NO
417	6	151730046000	1455 W WINDPOINTE COURT	CLARENCE OR KAREN CHRISTIANSEN	SIGN	9/11/2024	9/16/2024		1	NO
418	6	150990403000	12311 N PORT WASHINGTON ROAD	RALPH DETTMANN	SIGN	9/11/2024	9/16/2024		#5 CITATION 1	YES
419	4	140270102000	6213 W MEQUON ROAD	WELLS AND SONS INC	SIGN	9/11/2024	9/16/2024		1	NO
420	7	150850000063	3131 W MEQUON ROAD	MICHAEL OR KIM RAUCH	SIGN	9/11/2024	9/16/2024		#5 CITATION 1	YES
421	6	150850000063	1737 W MEQUON ROAD	DAVID MUELLER	SIGN	9/11/2024	9/16/2024		1	NO
422	7	150850000066	3369 W MEQUON ROAD	KIEDROWICZ FAMILY TRUST	SIGN	9/11/2024	9/16/2024		#5 CITATION 1	YES
423	7	140241500300	3116 W MEQUON ROAD	GERALD CHMIELEWSKI	SIGN	9/11/2024	9/16/2024		#5 CITATION 1	YES
424	1	140290500200	9975 W MEQUON ROAD	SCOTT MONOR OR KURT MINOR	SIGN	9/11/2024	9/16/2024		#5 CITATION 1	YES
425	1	141440023000	12160 N WAUWATOSA ROAD	SCOTT OR LORRIE RIEMER	SIGN	9/11/2024	9/16/2024		1	NO
426	1	140300100700	11081 N GRANVILLE ROAD	MIROSLAW OR IWONA PAWELEC	HOME OCCUPATION BUSINESS	9/13/2024	9/19/2024		EXTENSION	YES
427	1	140090100800	13400 WINDSOR COURT	LANNY OR MAUREEN LADELL	SIGN	9/17/2024	9/22/2024		1	NO

Attachment: 20241101_code enforcement (9813 : Code enforcement)

	A	B	C	D	E	F	G	I	J	K
428	1	14016040010	12589 N WAUWATOSA ROAD	LEROY OR LORI HEUSER	SIGN	9/24/2024	9/30/2024			YES
429	1	140190901400	11550 W MEQUON ROAD	RICHARD OMALLEY	SIGN	9/24/2024	9/30/2024			YES
430	1	140191200200	11712 W MEQUON ROAD	LISA SEXTON OMALLEY	SIGN	9/24/2024	9/30/2024		1	NO
431	7		3955 W MEQUON ROAD	SCOTT OR JULIE KRAVETZ	SIGN	9/24/2024	9/30/2024			YES
432	6		1309 W LIBEAU ROAD	VALENTINA BARBATELLI	SIGN	9/24/2024	9/30/2024			YES
433	4		7726 W EVERGREEN ROAD	MEQUON	OUTSIDE STORAGE	10/2/2024	10/9/2024			YES
434			11329 N MEADOWBROOK DRIVE	JEREMY GONZALES	BUILDING PERMIT	10/3/2024	10/17/2024			YES
435			10500 N PORT WASHINGTON ROAD	LISA HOLDEN	OUTSIDE MAINTENANCE	9/3/2024	10/3/2024			YES
436			10015 N RIVER ROAD	JEFF OR BETH ASTEMBORSKI	OUTSIDE STORAGE	10/24/2024	11/1/2024			YES
437			10248 N GREENVIEW DRIVE	STEVEN OR JANET PETERSON	OUTSIDE STORAGE, PARKING	10/24/2024	11/1/2024			YES
438			11541 N LAGUNA DRIVE	INA PETROVICI ACURA EREZ	BUILDING PERMITS, OUTSIDE STORAGE, PARKING, NUI	10/24/2024	11/8/2024			YES
439			1222 W VENTURE COURT	VENTURE PROPERTIES/SCOTT NYHOLM	TEMPORARY STRUCTURE	10/24/2024	11/1/2024			YES
440			10926 N CRESTLINE ROAD	RICHARD OR ANNA DYKEMAN	OUTSIDE STORAGE	10/25/2024	11/1/2024			YES
441			N WAUWATOSA ROAD	THE ENCLAVE AT MEQUON PRESERVE	OUTSIDE MAINTENANCE	10/29/2024	11/12/2024			YES
442										
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449										



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FESTIVALS COMMITTEE
Monday, August 19, 2024
6:30 PM
North Conference Room

Minutes

1) Call to Order, Roll Call

Present:

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

SECONDED BY: Member Conaty

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

3) Vendor Updates

Executive Assistant provided an update on vendors, there are a total of 89 vendor spaces. It's pretty much the same footprint as last year except for the proposed addition of the Rock Wall by the bleachers in the Children's Area. Prior to the meeting, Chair White, Vice Chair Conaty, and Executive Assistant reviewed the vendor placements based on requests and ample spacing between similar vendors.

4) Adventure Rock Contract Approval

a. Adventure Rock Invoice

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

5) Pizza Contest Update

There were 10 total submissions and the finalists selected were S'Mores Galore and Blackberries on the Bluff.

6) Preliminary Festival Map

7) Marketing

Yard signs and posters were handed out for distribution , as well as suggested locations to place them.

8) Day-of Logistics & Assignments

The Committee was instructed to arrive at 8:00 AM on September 7. FOBs will be handed out for the Committee to have access to City Hall.

9) Adjourn

Chair White moved to adjourn at 6:57 PM and Committee Member Benson seconded.

Respectfully Submitted,

Carrie Enea
Executive Assistant



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Office of the City Administrator

FINANCE-PERSONNEL COMMITTEE

Tuesday, September 10, 2024

6:30 PM

North Conference Room

Minutes

1) Call to Order, Roll Call

Present:

Mayor Andrew Nerbun
 Alderman William Gebhardt
 Alderman Brian Parrish
 Alderman Robert Strzelczyk

Also Present: Justin Schoenemann, Assistant City Administrator, Brenda Arnett, Finance Director, Marie Keyser, Assistant Finance Director, Caroline Fochs, City Clerk and Brian Sajdak, City Attorney.

2) Approve Meeting Minutes

a. Finance-Personnel Meeting Minutes of August 14, 2024

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

MOVED BY: Alderman Strzelczyk

SECONDED BY: Alderman Gebhardt

AYES:	Gebhardt, Parrish, Strzelczyk
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b. Finance-Personnel meeting minutes of August 28, 2024

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

MOVED BY: Alderman Strzelczyk

SECONDED BY: Alderman Gebhardt

AYES:	Gebhardt, Parrish, Strzelczyk
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3) Vouchers Paid

a. August 2024 Vouchers Paid List

A question was raised about "Poll Worker" vendors with the description "Reimbursement Election Day per Diem." Each polling site is allowed to spend \$100 on the day of an Election

Attachment: Fin Pers 09.10.24 (9760 : Fin Person minutes)

for food or beverages for the staff. Each Chief Poll Inspector submits paid receipts to the Clerks Office for reimbursement.

Another question was posed regarding the HRSA Grant reimbursement to SOFD. This was a grant SOFD applied for and was awarded for expenses incurred in the early part of 2023. The City received the money, thus had to send to SOFD.

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

AYES: Gebhardt, Parrish, Strzelczyk

4) Resolutions

- a. **RESOLUTION 4137** A Resolution Approving the First Amendment to a License Agreement for the Location of Equipment Upon the Cellular Tower Located at 11300 North Buntrock Avenue with SprintCom, LLC of Overland Park, Kansas

Mr. Schoenemann presented the proposed first amendment to the License Agreement with Sprint for the location of equipment upon the Cellular Tower at 11300 N Buntrock Avenue. The proposed amendment to the lease will extend the current term through 2027, and provide five additional automatically renewing five year terms.

Discussion took place regarding the terms of the agreement and whether this fee schedule was comparable to other surrounding communities.

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

AYES: Gebhardt, Parrish, Strzelczyk

5) Discussion Items

- a. **ORDINANCE 2024-1666** An Ordinance Amending Chapter 14, Article V of the City of Mequon Municipal Code, Regarding the Regulation of Peddlers, Transient Merchants and Solicitors

Staff recommended a few revisions to this Ordinance as the Committee expressed interest in reviewing the current language. Many of the revisions were housekeeping in nature, however there were a few that were more substantive.

Committee members expressed that there should be a penalty should peddlers not follow the Ordinance. Attorney Sajdak said that language is already established. City Clerk Fochs explained that each peddler must sign an acknowledgement stating they read and understand the policy. Ultimately, the Committee asked that the acknowledgement call out the penalty should peddlers not follow the policy.

b. Finance - Personnel Work Plan

6) Adjourn

A motion to adjourn was made at 7:00 PM by Alderman Genbhardt, seconded by Alderman Parrish. All voted in favor "aye."

Respectfully Submitted,

Marie Keyser
Assistant Finance Director

Attachment: Fin Pers 09.10.24 (9760 : Fin Person minutes)



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Public Works Department

Joint Mequon-Thiensville Bike and Pedestrian Way Commission

Thursday, September 5, 2024

9:00 AM

North Conference Room

Minutes

1. Call to Order, Roll Call

Present:

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

Absent:

Commissioner Rob Holyoke

Representatives from Graef and Thiensville resident Joe Dermody were in attendance. City Engineer/Director of Public Works Lundeen, Assistant City Engineer McCraw, and Engineering Administrative Assistant Redeker were also in attendance.

2. Approval of Meeting Minutes

a. August 15, 2024 Minutes

RESULT: **Approved [Unanimous]**

MOVED BY: Commissioner Doornek

SECONDED BY: Commissioner Liegeois

AYES: Maciolek, Doornek, Heinritz, Liegeois, Wade

Attachment: Bike 09-05-2024_Minutes (9782 : Joint Bike minutes)

3. Resident Communications

Thiensville resident Joe Dermody was present to observe the meeting.

4. Discussion/Action Items

a. Freistadt Road and Green Bay Road Accident Discussion

Commissioners discussed a recent vehicle vs electric bicycle crash at the intersection of Freistadt Rd and Green Bay Rd in the Village of Thiensville.

b. Joint M-T Bikeway Planning Study Discussion

Representatives Craig and Karen from Graef presented an updated Crash Data Map and went over the plans for their booth at The Taste of Mequon with the commissioners. Some commissioners signed up for time slots to help cover the booth throughout the even.

5. Other Business

The commissioners and Graef representatives confirmed the next meeting date will be October 10, 2024 at 9:00 AM in the North Conference Room of Mequon City Hall.

6. Adjourn

a. Motion to adjourn at 10:01 AM

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

MOVED BY: Commissioner Heinritz

SECONDED BY: Commissioner Doornek

AYES: Maciolek, Doornek, Heinritz, Liegeois, Wade

Respectfully Submitted,

Kaye Redeker



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Water Utility

MEQUON MUNICIPAL WATER UTILITY COMMISSION

Regular Meeting

Tuesday, September 10, 2024

7:15 PM

Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Meeting was called to order at 7:37 PM.

Present:

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

Also present: Assistant City Administrator Schoenemann, City Attorney Sajdak, City Clerk Fochs, Finance Director Arnett, Director of Public Works/City Engineering Lundeen, Assistant City Engineer McCraw, Administrative Assistant Schlereth, Water Utility Supervisor Voigt, and Executive Assistant Communications Enea, press and interested public

2) Approval of Meeting Minutes

a. May 14, 2024, Minutes

RESULT:

MOVED BY:

SECONDED BY:

Approved by Voice Acclamation [Unanimous]

Commissioner Strzelczyk

Commissioner Mayr

Attachment: MMWU 9-10-24 (9831 : MM Water 9.10.24)

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

3) Discussion and Possible Action

1. Authorization to Purchase 350 Water Meters and Associated Appurtenances in an Amount Not-to-Exceed \$120,000

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

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

2. Amortization of Depreciation Costs for Private Water Trusts

There are about 18 private water trust systems left in the City.

Commissioners advised staff to move forward with drafting policy language to provide an option for amortizing depreciation costs

4) Adjourn

- a. Motion to Adjourn at 7:58 PM

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Commissioner Bratt
SECONDED BY: Commissioner Gebhardt

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

Respectfully Submitted,

Ren Schlereth
Administrative Assistant

Attachment: MMWU 9-10-24 (9831 : MM Water 9.10.24)



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Water Utility

MEQUON MUNICIPAL WATER UTILITY COMMISSION

Regular Meeting

Tuesday, October 8, 2024

7:30 PM

Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

The meeting was called to order at 7:37 PM.

Present:

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

Also Present: City Administrator Jones, City Attorney Sajdak, City Clerk Fochs, Finance Director Arnett, Director of Community Development Tollefson, Assistant Director of Community Development Zader, City Engineer Lundeen, Fire Chief Bialk, Police Chief Pryor, Police Captain Riley, Administrative Assistant Schlereth, ICMA Management Fellow Randall, press and the interested public.

2) Approval of Meeting Minutes

a. September 8, 2024, Minutes

Attachment: MMU 10-8-24 (9832 : MMWater 10.8.24)

3) Discussion and Possible Action

- a. Contract Award for three hydrant replacements

Staff will follow up on if the three hydrants are in the original Water Utility area.

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

MOVED BY: Commissioner Mayr

SECONDED BY: Commissioner Strzelczyk

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

4) Adjourn

- a. Motion to Adjourn at 7:40 PM

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

MOVED BY: Commissioner Parrish

SECONDED BY: Commissioner Strzelczyk

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

Respectfully Submitted,

Ren Schlereth

Administrative Assistant

Attachment: MMU 10-8-24 (9832 : MMWater 10.8.24)



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MILWAUKEE RIVER ADVISORY COMMITTEE

Wednesday, June 26, 2024

6:00 PM

North Conference Room

Minutes

1) Call to Order, Roll Call

Meeting called to order at 6:00 PM.

Present:

Chair Michael Gross
 Vice Chair Kenneth Quant
 Committee Member Ronald Dorszynski
 Committee Member Wendy Porterfield
 Committee Member Cynthia Raatz
 Committee Member Bill Spaulding
 Committee Member Molly Ticcioni
 Committee Member Perry Robinson -- **Excused**

Alsopresent: Parks and Forestry Superintendent Gies and Administrative Assistant Schlereth.

2) Approval of Meeting Minutes

a. March 3, 2021 Minutes

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

MOVED BY: Committee Member Dorszynski

SECONDED BY: Committee Member Spaulding

AYES: Gross, Quant, Dorszynski, Porterfield, Raatz, Spaulding, Ticcioni

NOT PRESENT: Robinson

3) Discussion Item

a. Fun Before the Fourth

Discussion ensued on how boat decorating has transitioned from an organized sponsored activity to an organic neighborhood activity.

Attachment: Mil River 6-26-24 (9833 : Milw River 6.26.24)

b. No Wake, High/Low Water Periods

Members discussed reviewing what signage is currently on the river. Superintendent Gies will invite Detective Lance Wagner to speak at a future meeting.

The parks department will add 'No Power Loading' on the post at the boat launch.

c. Shoreline Trash/Debris

The idea of sending postcards to residents along the river educating them to keep brush and garbage away from the river line during high water was discussed.

A discussion ensued on the committee reaching out to River Keepers to organize a clean-up along the river.

d. River Advisory Meetings Schedule

The Committee agreed to meetings 3 times a year.

Content for meetings will be emailed to Superintendent Gies by the committee members.

4) Adjourn

a. Motion to Adjourn at 7:20 PM

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

MOVED BY: Committee Member Dorszynski

SECONDED BY: Board Member Porterfield

AYES: Gross, Quant, Dorszynski, Porterfield, Raatz, Spaulding, Ticcioni

NOT PRESENT: Robinson

Respectfully Submitted,

Ren Schlereth

Administrative Assistant



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Department of Community Development
Taped and Televised

PLANNING COMMISSION
Regular Meeting
Monday, September 23, 2024
6:00 PM
Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Present:

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

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

a) Approval of Meeting Minutes from July 22, 2024

Action

Ald. Strzelczyk made a motion to approve the July 22, 2024, meeting minutes.
Commissioner Stoker seconded the motion.
A voice vote was taken; vote passed (8-0)

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

2) Public Hearing

- a) Black Duck Partners for Planet Fitness. The applicant is seeking conditional use grant approval to allow for a fitness center for the property located at 11300 N. Port Washington Road.

Action

Ald. Strzelczyk made a motion to open a public hearing.
 Commissioner Schaefer seconded the motion.
A voice vote was taken; vote passed

No public comment

Action

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

Consent items 2a, 3b and 3e will remain on the consent agenda.

Action

Ald. Strzelczyk made a motion to approve the 3 consent agenda items.
 Commissioner Schaefer seconded the motion.
A voice vote was taken; vote passed (8-0)

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

- b) David Roettgers for Mobil. The applicant is seeking expansion of a non-conforming use and building and site plan amendment approval to allow for a previously approved car wash and ancillary facilities for the property located at 11155 N. Wauwatosa Road.

Action

Ald. Strzelczyk made a motion to open a public hearing.
 Commissioner Schaefer seconded the motion.
A voice vote was taken; vote passed (8-0)

No public comment

Action

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

Ald. Strzelczyk stated that the dates in condition #4 need to be corrected (packet page 23).

Director Tollefson stated that the original date of May 2023 was given to get the brush and trim of the existing landscaping removed and she believes that some of the trimming and vegetation cleanup has occurred but an extended completion date, due to the new approval date of June 30, 2025, can be modified.

Action

Ald. Strzelczyk made a motion to approve with the amendment to the date change to June 30, 2025, in condition #4.

Commissioner Schaefer seconded the motion.

The applicant, Mike Roettgers, stated he has some minor changes to the amount of asphalt needed on site.

The mayor stated this issue can be handled at staff level as the impervious surface is the same.

Mr. Roettgers also stated that on the southeast corner of the building that the landscape planter proposed there causes a sight impairment for customers to see around it.

Mayor Nerbun stated that an amendment to the motion to that the pavement plan and the landscape plan modification shall be handled at staff level.

Ald. Strzelczyk accepted this amendment to the motion.

Commissioner Hawley also accepted the amendment.

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

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

3) Consent

- a) Alex Leykin. The applicant is seeking minor request approval to allow for an accessory structure exceeding 1,000 sq. ft. for the property located at 14207 N. Birchwood Lane

Commissioner Barnes commented that he prefers that the birch trees on site be avoided when constructing the proposed accessory structure.

Asst. Dir. Zader commented that unless there are specimen trees the property owner can do what they want on their property.

The applicant, Alex Leykin, stated that he intends to keep the birch trees. He explained that he is waiting for a report regarding the wetlands in hope that the Army Corp of Engineers can approval a waiver for the 50-ft setback there.

Action

Ald. Strzelczyk made a motion to approve the accessory structure.

Commissioner Choren seconded the motion.

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

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

- b) Sam O'Malley. The applicant is seeking certified survey map approval to allow for a 2-lot land division for the property located at 11550 N. Wasaukee Road.

Consent items 2a, 3b and 3e will remain on the consent agenda.

RESULT: **APPROVED [8 TO 0]**
SECONDER: Robert Strzelczyk, Stephanie Hawley
AYES: Nerbun, Strzelczyk, Barnes, Choren, Hawley, Schaefer, Stoker, Urbani

- c) Susan & Thomas Tanner. The applicant is seeking certified survey map approval to allow for a 2-lot land division for the properties located at 2400 W. County Line Road.

Dir. Tollefson answered the question regarding the exact acreage that should be included. She explained that the application included a parcel that fronts on County Line Road but that is not included in the approval request. The application showed this parcel because a shared private driveway goes through it and is impacted but it is not part of the actual requested CSM.

Action

Ald. Strzelczyk made a motion to approve the certified survey map.

Commissioner Stoker seconded the motion.

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

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

- d) Sean O'Driscoll for ODRE 1, LLC. The applicant is seeking certified survey map approval to alter the lot lines for the property located at 14319 N. Port Washington Road (Hospel).

Dir. Tollefson answered that this item also has a 1.5-acre portion that was not included on the zoning map in the packet.

Action

Ald. Strzelczyk made a motion to approve the certified survey map.

Commissioner Barnes seconded the motion.

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

RESULT: **APPROVED [8 TO 0]**
MOVER: Robert Strzelczyk, Alderman
SECONDER: Bruce Barnes, Commissioner
AYES: Nerbun, Strzelczyk, Barnes, Choren, Hawley, Schaefer, Stoker, Urbani

- e) The Enclave at Mequon Preserve Phase VII. The applicant is seeking final plat approval to allow for 12-lots for the parcel located immediately north of 8200 W. Donges Bay Road.

RESULT: **APPROVED [7 TO 0]**
MOVER: Robert Strzelczyk, Alderman
SECONDER: Stephanie Hawley, Commissioner
AYES: Nerbun, Strzelczyk, Barnes, Choren, Hawley, Schaefer, Stoker, Urbani

4) Regular Business

- a) Ray's Wauwatosa, Inc. The applicant is seeking building and site plan amendment approval to allow for the conversion of a vacant building for the property located at 7555 W. Mequon Road (Ray's Wine & Spirits).

Public Feedback

Laura Strauss - 9715 N. Courtland Drive - supports this proposal.

Community members that support this zoning change but do not wish to speak:

Jana Lee Hitchcock - 11065 N. Pebble Lane
 Peter Masgas - 109 E Monroe Drive, Unit #315, Hartford, WI.
 Nancy Tolocko - 12644 N. Shoreland Parkway
 Dr. Chris Cunningham - 216 W. Alta Loma Circle, Thiensville, WI
 Allison Cunningham - 216 W. Alta Loma Circle, Thiensville, WI

Ashley Anderson - 8460 W. Highlander Drive- supports this proposal as she believes this specific niche is not currently met in the community. She lives nearby and is very excited about this new business opening in the neighborhood.

Andy Tarnoff - 9080 N. Rexleigh Drive - supports this new business and believes they will be excellent neighbors.

Dir. Tollefson stated that this property has been vacant since the Finial closed. The use of beer, wine and liquor retail is a permitted use in the Arrival Corridor zoning district. Rays Wine and Spirits is a full service retail business and staff believes it will be a great fit to the community.

Staff met with the applicant several times to discuss the best ways to achieve consistency in design standards in the Town Center neighborhood. It is a 2-story building with approximately 13,000 SF. There will be new siding, new roofing and some new outdoor dining spaces. They

will offer a deli and food that can be catered or take away. The parking lot will be repaired, and the landscaping will be updated to meet the Town Center streetscaping requirements.

Additionally, staff has asked that the sidewalk wrap around the corner of Wauwatosa Road and Mequon Road and run along the west property line to the south property line to continue the public connection. The open space requirement is met with the additions in the proposal. The two driveways will include the Town Center streetlight and there will be new monument signage. The interior parking lot landscaping will be updated as it is not currently compliant due to non-cutoff lights. Staff also requested some additional landscape screening on the street frontage. Architectural additions of awnings and canopies are encouraged but after exploring its application to the current building, it will not be architecturally appropriate. Outpost Natural Foods currently uses roughly 4-10 parking spaces. Ray's Wine and Spirits owners are supportive of their continued limited use, but an agreement will be addresses after purchasing the property. Staff recommend approval per the conditions in the staff report.

There was some discussion regarding sidewalk access from the intersection and other possible pedestrian access to the site as well as the visibility from the south entrance to the site.

Action

Ald. Strzelczyk made a motion to approve the building and site plan amendment.

Commissioner Stoker seconded the motion.

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

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

- b) ICAP. The applicant is seeking certified survey map and rezoning of PUD amendment approval to allow for a 2-lot land division for the property located at 10921 N. Port Washington Road.

Asst. Dir. Zader stated this proposal is for the back section of the ICAP development. The request is to split the parcel in the back into two parcels which do not meet the 2-acre minimum for the B-2 zoning. This triggers a rezoning for a concept plan amendment. There will be a childcare center on the north parcel, which will be before the Commission next month. Staff reminded the applicant that there should be a looped connection to the center of the development to the access point at the front of the development. He reminded the Commission that they need to meet the open space plan requirement which should not be hard to do. Staff recommends approval.

Action

Commissioner Stoker made a motion to approve the rezoning and certified survey map.

Commissioner Choren seconded the motion.

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

RESULT:	APPROVED [8 TO 0]
MOVER:	John Stoker, Commissioner
SECONDER:	Martin Choren, Commissioner
AYES:	Nerbun, Strzelczyk, Barnes, Choren, Hawley, Schaefer, Stoker, Urbani

- c) Blu's Trucking for Dan Mehail The applicant is seeking minor request approval to allow for an amendment to the waiver for the existing berm for the property located at 12701 N. Farmdale Road.

Assistant City Engineer Cole McCraw stated that the applicant is seeking after the fact Planning Commission approval for a berm that was previously approved in 2020 along Farmdale Road. The approval was for a berm exceeding 1,000 C.Y. of fill as well as a height above 4.5 feet. The applicant was approved for a berm 6ft in height. During construction the berm was built 6-10 ft in height. He commented that there is an overview in the packet of the areas on site that need to be brought into compliance.

He stated that slopes are a 4:1 maximum and the slopes are currently constructed more steeper, and the tops of the berms do not undulate as much as the approved plans.

Although the applicant stated the following reasons for a waiver:

- Additional disturbance to neighbors
- Not financially feasible
- Already invested over \$25,000 in seed, fuel, and labor

Staff recommends denial of the waiver and requests the berm be brought into compliance per the prior approval.

Public Feedback

Matt Merganor - 12750 Farmdale Road - he is concerned about the visibility for the traffic on the corner. He stated there are a substantial number of trucks in and out of the site from between the berms.

The applicant, Dan Mehail, stated that they are requesting the waiver as there is about ¼ mile of dirt that would need to be reduced. He feels it is natural looking and the berm also prevents the snow from going onto the road, it helps corral nature from the road and helps eliminate noise from the road.

Asst. Eng. McCraw answered the Commission's question about other non-complaint issues on site and stated that the applicant is currently working on issues regarding the ponds and wetland areas with the DNR.

The Commission gave feedback that they do not support the waiver as there have been many resident complaints, they do not want to set precedent regarding after the fact waivers, there is concern about the visibility and safety for the public traveling there, the berm will not settle

much more as it has been 4 years since construction and they do not believe the given hardships warrant a waiver.

Action

Commissioner Schaefer made a motion to deny the waiver request.

Commissioner Barnes seconded the motion.

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

RESULT:	DENIAL [8 TO 0]
MOVER:	Rebecca Schaefer, Commissioner
SECONDER:	Bruce Barnes, Commissioner
AYES:	Nerbun, Strzelczyk, Barnes, Choren, Hawley, Schaefer, Stoker, Urbani

5) Policy

1) Design Guidelines for Commercial Structures

Asst. Dir. Zader showed a slide presentation regarding the architectural design results.

The overall feedback concluded with the following:

- There is not a clear consensus.
- Overall ratings are positive.
- The lowest scoring building is Quintessa and Associated Bank (both have a lot of glass).
- The highest scoring building is the Neighborhood Hospital.

Although there are some minor themes, it does not appear that there is consensus. He commented that he will continue to work through the results

6) Announcements

The next meeting will be on Monday, October 21, 2024, at 6:00 p.m.

7) Adjourn

Action

Ald. Strzelczyk made a motion to adjourn the meeting.

Commissioner Urbani seconded the motion.

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

The meeting adjourned at 7:23 p.m.

Respectfully Submitted,

Jac Zader



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Police and Fire Departments

PUBLIC SAFETY COMMITTEE
Tuesday, September 10, 2024
5:30 PM
Lower Conference Room

Minutes

1) Call to Order and Roll Call

Present:

Chair Gregg Bach
 Alderman Dale Mayr
 Alderman Kelly Tolocko

2) Approve Meeting Minutes

- a. Public Safety Committee - Regular Meeting - Jun 11, 2024 5:00 PM

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

MOVED BY: Alderman Tolocko

SECONDED BY: Alderman Bach

AYES:	Bach, Mayr, Tolocko
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3) Discussion

- a. A Discussion Regarding a Residential Speed Reduction Initiative with Active Citizen Participation.

The Committee discussed ways to increase community involvement regarding residential speeding complaints.

- b. A Discussion About the Condition of the Slow-No-Wake Buoys Located in the City of Mequon Areas in the Milwaukee River.

Chief Pryor advised that new 'Slow No Wake' buoys have been ordered for the Mequon areas of the Milwaukee River and that trash and river conditions should be brought to the attention of the River Advisory Committee, the staff liaison being Mike Gies.

4) Adjourn

- a. Motion to Adjourn

A motion to adjourn was made at 5:48PM.

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

MOVED BY: Alderman Tolocko

SECONDED BY: Alderman Mayr

Attachment: Pub Safety 9-10-24 (9761 : Pub Safety)

AYES: Bach, Mayr, Tolocko

Respectfully Submitted,

Melina Bowen
Administrative Coordinator

Attachment: Pub Safety 9-10-24 (9761 : Pub Safety)



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Office of the City Administrator

PUBLIC WELFARE COMMITTEE

Tuesday, September 10, 2024

5:45 PM

Lower Conference Room

Minutes

1) Call to Order, Roll Call

Present:

Chair Dale Mayr
 Alderman Gregg Bach
 Alderman Brian Parrish

Also Present: Assistant City Administrator Schoenemann and Executive Assistant Enea

2) Approval of Meeting Minutes

a. Public Welfare Committee meeting minutes of August 14, 2024

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

MOVED BY: Alderman Parrish

SECONDED BY: Alderman Bach

AYES: Mayr, Bach, Parrish

3) Resolutions

Action requested: review and recommend approval

a. **RESOLUTION 4138** A Resolution Approving an Agreement for Completion of a Community-Wide Survey with ETC Institute of Olathe, Kansas, in the Amount of \$23,850

Alderman Mayr inquired if there needed to be money added for signage. The City still has the signs from the last survey and will bring one to the next meeting.

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

MOVED BY: Alderman Bach

SECONDED BY: Alderman Parrish

AYES: Mayr, Bach, Parrish

4) Discussion Items

Attachment: PW Mins 091024 (9828 : Pub Welfare minutes)

a. Community Survey Discussion

The Committee discussed using some of the same questions from the last survey to see if any trends emerge over time. Alderman Bach asked if there was an overall theme from the last survey or just a hodge podge of questions. Alderman Mayr explained how Community Development wanted specific questions about particular corridors. The Committee could invite Community Development to be involved again if desired. The Committee discussed some possible topics, such as turning land zoned for industrial into residential housing, senior and multi-family developments on Port Washington Road, a new industrial zoning area in the City, and possibly a new hotel in Mequon.

5) Work Calendar

The Committee will go through the categories supplied by ETC Institute at the next meeting. Also, they would like to review some of ETC's questions.

6) Adjourn

Alderman Bach moved to adjourn at 6:20 PM and Alderman Parrish seconded.

Respectfully Submitted,

Carrie Enea
Executive Assistant

Attachment: PW Mins 091024 (9828 : Pub Welfare minutes)



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Public Works Department

PUBLIC WORKS COMMITTEE

Tuesday, September 10, 2024

6:30 PM

South Conference Room

Minutes

1) Call to Order, Roll Call

Meeting called to order at 6:30PM.

Present:

Chair Jeffrey Hansher
Alderman Kelly Tolocko
Alderman Peter Bratt

Also present: Director of Public Works/City Engineer Lundeen, Assistant City Engineer McCraw, Administrative Assistant Schlereth and Mead Maney (8625 W. Poplar Drive).

2) Approval of Minutes

a. Public Works Committee meeting minutes of August 14, 2024

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

MOVED BY: Alderman Tolocko

SECONDED BY: Alderman Bratt

AYES: Hansher, Tolocko, Bratt

3) Resolutions

Action requested: review and recommend approval

a. **RESOLUTION 4141** A Resolution Approving an Amended Memorandum of Understanding Between the City of Mequon and the Village of Brown Deer, Authorizing the Inclusion of Construction Layout Services for a Joint County Line Road Improvement Project to Increase the Total Cost in the Amount of \$11,900

Staff clarified that they are seeking approval for construction staking that was omitted in the original MOU submitted by Brown Deer.

Attachment: Pub Works 9-10-24 (9830 : Pub Works)

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

AYES: Hansher, Tolocko, Bratt

- b. **RESOLUTION 4140** A Resolution Approving State/Municipal Agreement(s) with the Wisconsin Department of Transportation for Installation of a Sidewalk on Wauwatosa Road, Between Mequon and Donges Bay Roads

The sidewalk will be on the west side of the road because of the population density and to connect to the Donges Bay bike path.

Discussion ensued on what additional sidewalks in the City may do to the needs of staffing, equipment and snow removal responsibility.

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

AYES: Hansher, Tolocko, Bratt

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

Resident Mead Maney spoke in opposition of the sidewalk being on the north side of the road.

Staff clarified the sidewalk will be on the north side of the road due to the topography on the south side of the road would be more difficult and expensive than the north side. The population density also favors sidewalk on the north side of the road.

RESULT: Approved by Voice Acclamation [Unanimous]

4) Discussion and Possible Action

- a. Public Works Work Plan (9.10.24)

5) Motion to Adjourn at 7:03 PM

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

AYES: Hansher, Tolocko, Bratt

Respectfully Submitted,

Ren Schlereth
Administrative Assistant



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Public Works/Engineering
 Taped and Televised

SEWER UTILITY DISTRICT COMMISSION

Tuesday, June 11, 2024

7:15 PM

Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Meeting called to order at 7:17 PM.

Present:

Commissioner Andrew Nerbun
 Commissioner Robert Strzelczyk
 Commissioner Kelly Tolocko
 Commissioner Dale Mayr
 Commissioner Jeffrey Hansher
 Commissioner Gregg Bach
 Commissioner Peter Bratt
 Commissioner William Gebhardt
 Commissioner Brian Parrish -- **Excused**

Also present: City Administrator Jones, City Attorney Sajdak, City Clerk Fochs, Assistant City Administrator/HR Director Schoenemann, Director of Public Works/City Engineering Lundeen, Acting Finance Director Keyser, SOFD Fire Chief Bialk, Administrative Assistant Schlereth, Acting Finance Director Keyser, Administrative Intern Randall, press and interested public.

2) Approval of Meeting Minutes

a. May 14, 2024, Minutes

3) Resolutions

Action requested: review and recommend approval

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

Attachment: Sewer Util 6-11-24 (9834 : Sewer Utility)

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Commissioner Bach
SECONDED BY: Commissioner Gebhardt

AYES: Nerbun, Strzelczyk, Tolocko, Mayr, Hansher, Bach, Bratt, Gebhardt
NOT PRESENT: Parrish

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

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

AYES: Nerbun, Strzelczyk, Tolocko, Mayr, Hansher, Bach, Bratt, Gebhardt
NOT PRESENT: Parrish

4) Discussion Items

- a. Financial Policy Statement 19: Sewer Utility Levy and User Rates

Staff provided a revised Financial Policy Statement 19: Sewer Levy and User Rate to the Commissioners.

The revised paragraph now reads:

Sewer Levy

Unless amended by policy, the annual sewer levy shall remain flat at \$7,262,821. The sewer levy fund Metropolitan Milwaukee Sewerage District (MMSD) annual capital expenses and self-funds Sewer Utility capital projects. The levy is established annually via ordinance.

5) Adjourn

- a. Motion to Adjourn

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

AYES: Nerbun, Strzelczyk, Tolocko, Mayr, Hansher, Bach, Bratt, Gebhardt
NOT PRESENT: Parrish

Respectfully Submitted,

Ren Schlereth
Administrative Assistant



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TREE BOARD
Thursday, January 11, 2024
5:30 PM
North Conference Room

Minutes

1) Call to Order, Roll Call

Meeting was called to order by Vice Chair Brickman at 5:50PM.

Present:

Vice Chair Cheryl Brickman
 Alderman Robert Strzelczyk
 Board Member Nancy Szatkowski
 Chair Carol Bangs -- **Absent**
 Board Member Karen Dredge -- **Absent**

Also present was City Forester Herlache.

2) Approval of Meeting Minutes
 a. June 8, 2023, Minutes

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Board Member Szatkowski
SECONDED BY: Alderman Strzelczyk

AYES:	Brickman, Strzelczyk, Szatkowski
ABSENT:	Bangs, Dredge

3) Discussion and Possible Action

a. The Enclave II at Mequon Preserve, Phase VII
 Trees on the Move submitted the same tree specimens for phase 7 as were submitted for phase 6.

Discussion ensued that native species are preferred as long term they will thrive in the environment compared to what has been submitted.

RESULT: **Approved [Unanimous]**
MOVED BY: Board Member Szatkowski
SECONDED BY: Alderman Strzelczyk

Attachment: Tree Board 1-11-24 (9829 : Tree Board)

AYES: Brickman, Strzelczyk, Szatkowski
ABSENT: Bangs, Dredge

4) Adjourn

a. Motion to Adjourn at 6:20 PM

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Strzelczyk
SECONDED BY: Board Member Szatkowski

AYES: Brickman, Strzelczyk, Szatkowski
ABSENT: Bangs, Dredge

Respectfully Submitted,

Ren Schlereth
Administrative Assistant



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Office of Community Development

TO: Common Council
FROM: Kim Tollefson, Director of Community Development
DATE: November 12, 2024
SUBJECT: RESOLUTION 4151 A Resolution Authorizing a Development Agreement for the Swan Ridge Farms Subdivision - Phase II, for 42 of 83 Lots within a Single-Family Residential Neighborhood Located Immediately South and West of 10129 North Swan Road

Background

The applicant, MK/S-EP, LLC, is requesting development agreement approval for Phase II of Swan Ridge Farms. The first phase consisted of 41 of the 83 lots located on 86 acres immediately south of and west of 10129 N Swan Road. The site was rezoned to R-3 (Single Family 1-Acre) with a CGA (Central Growth Area Overlay) on May 10, 2022. The agreement for Phase II covers the remaining 42 lots.

Analysis

Please see attached draft development agreement (DA) for Phase II of Swan Ridge Farms (42 lots). The developer utilized the City's template development agreement, which was modified and submitted to staff. The development agreement provides the opportunity to construct four (4) model dwellings prior to final plat approval with the understanding that the units cannot be sold, or title transferred until the associated plat is recorded. This is consistent with the table approved as a part of the template document. The phasing plan shows the southern portion of the site being developed in the first phase along with the required stormwater management facilities. Additionally, all paths and amenities are required to be installed prior to final plat.

The Planning Commission recommended approval of the Development Agreement for the property on October 21, 2024.

As noted, the development agreement is based on the City's standard template language and has been reviewed by the City Attorney. Of note, the applicant proposed mostly form and format changes.

Fiscal Impact

Adding additional City assets will require additional resources to manage and maintain the contributed assets. The development will also add taxable property within the City.

Recommendation

The Planning Commission unanimously recommended approval on October 21, 2024.

Attachments:

2024-11-5 Swan Ridge Farms Phase 2 Redlined from Template CC Version - Clean (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4151

A Resolution Authorizing a Development Agreement for the Swan Ridge Farms Subdivision -
Phase II, for 42 of 83 Lots within a Single-Family Residential Neighborhood Located
Immediately South and West of 10129 North Swan Road

RECITALS

A. The Swan Ridge Farms - Phase II Residential Development consists of 42 lots to be located directly south and west of 10129 North Swan Road and north of the development's First Phase.

B. The Planning Commission recommended approval of the Development Agreement for the subdivision on October 21, 2024.

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

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

1. The attached Development Agreement for the Swan Ridge Farms - Phase II Subdivision project is approved, subject to any technical, clerical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

Approved by: Andrew Nerbun, Mayor

Date Approved: November 12, 2024

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on November 12, 2024.

Caroline Fochs, City Clerk

Document Number	DEVELOPMENT AGREEMENT FOR SWAN RIDGE FARMS PHASE 2 Document Name	
THIS DEVELOPMENT AGREEMENT (“<u>Agreement</u>”) is made as of _____, 20__, by MK/S-EP, LLC (the “<u>Developer</u>”) and the City of Mequon, a municipal corporation (the “<u>City</u>”). RECITALS A. The Developer desires to improve and develop the property described on the attached Exhibit A (the “<u>Property</u>”). B. Wisconsin Statutes Section 236.13(2) and Sections 58-634(c) and 58-637 of the Mequon Code of Ordinances (the “<u>Code</u>”) provide that, as a condition of approval, the City shall require that the Developer make and install or have made and installed any reasonably necessary improvements. C. This Agreement describes the Public Improvements, as defined below, that are necessary to complete the Developer’s proposed development of Phase 2 of the Property (the “<u>Development</u>”), 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. <u>Improvements</u>. As defined in this Agreement, the following terms and phrases have the following meanings: “<u>Improvements</u>” means the Private Improvements and the Public Improvements. “<u>Private Improvements</u>” means all improvements in the Development required by this Agreement other than the Public Improvements.		Recording Data Name and Return Address City Engineer 11333 N Cedarburg Road Mequon, WI 53092 Parcel Identification Number

“Public Improvements” means all public streets, sidewalks, paths and required appurtenances to the foregoing, including without limitation street name signs, regulatory/public safety signs (speed limit signs, stop signs and so forth) and bollards; sanitary sewer facilities and water supply facilities that connect to the public sewer or public water systems, but in each instance only those portions up to and including stubs of laterals; storm sewer and sump collection lines; 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 March 20, 2023, such approval being valid for two years from the approval date provided that construction has been commenced within that time period. The Preliminary Plat is an expression of approval or conditional approval of the layout submitted and is a guide to the preparation of the Final Plat which will be subject to further consideration by the Planning Commission at the time of its submission. Developer is developing the Property in accordance with the Swan Ridge Farm Phasing Plan approved by the City as part of the Preliminary Plat approval. The Development subject to this Agreement consists of the northern half of the Property including Lots 42 through 83 and Outlot 7 (“Phase 2”). The lot numbers described in this Section 2 refer to those lot numbers shown on the Swan Ridge Farm Preliminary Plat last revised on February 28, 2023.

PLANS AND SPECIFICATIONS

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

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

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

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

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

- (a) Indicate which lots are designed for full exposure and partial exposure and the lots that are limited to front load entry garage only.
- (b) Show 2' contours for both existing and proposed grades for building pads and show any culverts and storm sewers.
- (c) Indicate and detail the cross-section and profiles of all drainage ways and erosion protection.
- (d) Show minimum setback and offset dimensions and building grades approved by the City.
- (e) For all land disturbing activities, show existing contours at least 200' into adjacent parcels.
- (f) Show the location and dimension of all construction site management measures to control erosion and sedimentation.
- (g) Include minimum elevations for the proposed top of principal building foundation walls based on proposed building envelopes and approved finished yard grades.
- (h) The master grading and stormwater management plans for the entire Property were submitted to and approved by the City Engineer prior to starting construction of Phase 1.

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

- (a) Provide for a complete storm drainage system, including one or more detention basins and/or retention ponds, culverts, storm sewer and open ditches that are adequate to accommodate expected surface water flow within and through the Development and drain the surface water from and through the Development in accordance with the Code, Chapter 13 of the Milwaukee Metropolitan Sewerage District ("MMSD") rules, and the regulations of the Wisconsin Department of Natural Resources (the "DNR"), as may be applicable.
- (b) Show all tributary areas to the proposed drainage system and downstream analysis within 1,500 feet of the Property, including all proposed and existing drainage structures in the drainage system area.
- (c) Show drainage easements by dimension and detailed cross-section.
- (d) Provide for erosion protection through minimum velocity design and restoration of all areas adjacent to existing and proposed roadways to conform to the approved roadway cross-section.
- (e) Address erosion control on all ditch invert slopes exceeding five percent (5%). Any such slope that is greater than five percent (5%) may only be approved after review and acceptance by the City Engineer. To the extent any such slope shall be greater than five percent (5%), additional analysis of the velocity of the flow and slope protection shall be provided, and such slope might not be approved.
- (f) All roadside ditches and drainage easements shall be designed with a minimum one percent (1%) slope. Any such slope that is less than one percent (1%) may only be approved after review and acceptance by the City Engineer. To the extent any such slope shall be less than one percent (1%), additional analysis of the velocity shall be provided, and such slope might not be approved.

(g) Provide on-site stormwater management facilities that comply, to the satisfaction of the City Engineer, with the City's stormwater ordinances and MMSD Chapter 13 rules and regulations.

(h) Provide hydrologic calculations for the 2-, 10- and 100-year development conditions.

(i) Provide hydraulic calculations showing pond discharge rates under proposed conditions. Under proposed conditions, a retention pond must demonstrate that the 2-, 10- and 100-year discharge rate will be less than pre-settlement conditions.

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

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

9. Landscaping, Open Space and Signage Plans.

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

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

(c) Developer shall plant all street trees between September 1st and October 15th in the year that the Final Plat was approved by Common Council. Dates may be modified at the discretion of the City Forester. Landscaping other than street trees shall be installed prior to Common Council approval of the Final Plat unless the Final Plat is approved in the months of January through April in which case landscaping shall be installed by June 30th of that year.

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

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

10. Street Plans.

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

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

(i) All new streets shall be constructed with a twelve-inch (12") road base consisting of twelve inches (12") of one and one-quarter inch (1¼") crushed stone base course. The initial surface shall consist of two and one-half inches (2½") of bituminous binder course. Streets and driveways shall be constructed to the City's typical cross-section. The final one and one-half inch (1½") asphalt surface course shall be constructed within 14 days of the construction of the binder course subject to the requirements of Section 49 of this Agreement.

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

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

(d) The Developer shall provide road connection within City right-of-way to the Huntington Park Subdivision at Foxkirk Drive.

(e) The Developer shall provide a transition from curb and gutter to match the existing cross section in Huntington Park west of Cob Drive on Tundra Court.

11. Sanitary Sewer System Plans. The Development will have a public sanitary sewer system. The plans for the system shall:

(a) Conform to the City's Standard Specifications for Land Development, the Standard Specifications for Sewer and Water Construction in Wisconsin and additional requirements of MMSD.

(b) Be designed to meet the ultimate needs of the Development in accordance with the City's sanitary sewer system plan.

(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 meets the City's master plan for the area, in terms of depth and size, and be extended to the Adjacent Properties.

(f) Provide legal and practical sanitary sewer service to the properties located at 10133 and 10129 North Swan Road ("Adjacent Properties"). Legal and practical sanitary sewer service is defined as:

- i. City and regulatory approval of a private sewer service ("Private Sewer Service") to the Adjacent Properties.
- ii. Construction of the Private Sewer Service in conformance to Section 4.4 of the Standard Specifications for Land Development, current edition. Based on the requirements of Section 4.4, the Private Sewer Service will be designed to flow by gravity. Provided that the Private Sewer Service meets the requirements of Section 4.4,

the City shall not require Developer to increase the depth of the public sanitary sewer system in order to accommodate gravity flow from the basements of the Adjacent Properties.

- iii. The Private Sewer Service shall connect to the public sanitary sewer infrastructure within the right-of-way and terminate with a sanitary manhole at the intersection of the property lines of the Adjacent Properties and Outlot 7. The Private Sewer Service shall be constructed within an easement.
- iv. A Sanitary Sewer Easement and Declaration Agreement is required for the benefit of the owners of the Adjacent Properties. The easement shall be a minimum of 20 feet wide, centered on the Private Sewer Service and be located between Lots 79 and 80. The easement shall be exclusive of all other infrastructure and impediments, including stormwater management facilities. The Private Sewer Service shall be installed in its entirety at the time of the Phase 2 public sanitary sewer installation and must be functional prior to final plat approval.

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 as described in this Agreement.

(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 2,500 gpm, which may require increasing the pipe size for any dead end mains.

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

(viii) Developer shall extend an oversize water main from its current termination point in Phase 1 to the northeast corner of the Property so that it can be used as a transmission main for the Water Utility. Any portion of the costs eligible for reimbursement shall be reimbursed in accordance with the Mequon Water Utility Water Connection Policy, payable at the time of final plat.

(b) Fire Protection.

(i) Water for fire protection will be supplied to the Development water system through the City of Mequon Water System.

(ii) All fire hydrant locations shall be subject to review and approval of the Fire Chief.

13. Culverts Plan. The Developer shall submit a proposed driveway culvert size plan. Such plan may be included in one of the other plans.

CONSTRUCTION REQUIREMENTS

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

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

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

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

18. Lien Waivers. As a condition of the final written certification of the Improvements by the City Engineer, as described in Section 55(a) of this Agreement, and approval, acceptance and dedication of the Improvements by the City, the Developer shall provide to the City lien waivers from all contractors and material suppliers performing work or supplying materials for the installation of the Improvements.

19. No Lot Assessments for Improvements. The costs and value of the Public Improvements will become an integral value of the abutting property; therefore, the Developer shall not make any assessment on future lots in the Development for the cost of the Public Improvements, except for street trees.

20. Additional Grading and Drainage Requirements. The Developer shall (a) rough grade as necessary to establish lot grades in accordance with 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.

21. Wetlands. Wetland boundaries shall be identified and marked in the field and verified by the DNR, unless the person delineating the wetlands is a DNR assured delineator. The wetlands and setbacks shall be identified on the preliminary and final plats. Temporary wetland boundary protection shall be maintained, and setbacks observed, during all phases of land disturbance and construction. No wetland shall be filled without prior approval of the DNR.

22. Additional Erosion and Runoff Control Requirements.

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

(b) The Developer shall install the drainage system, including stormwater ponds and temporary and permanent swales, first. The swales shall be planted with fast growing grasses immediately after grade certification by the City or its designated agent. The City may request temporary mulching if disturbed ground is exposed and not actively being graded for more than seven days. Straw, hay bales, check dams or silt fences shall be placed in the drainage system as sediment traps in accordance with established best management practices. The City has approved the Developer's erosion control plan which is required prior to starting any land disturbing activities.

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

(d) The Developer shall protect all disturbed soils left inactive for more than seven days with mulch, temporary annual grasses, erosion matting or other method in conformance with WDNR Technical Standards and approved by the City.

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

(f) The Developer will periodically inspect the above-described systems and erosion control measures, including after each rain event of 0.5" or more, and shall promptly maintain, repair and replace them to their originally approved condition.

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

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

25. Additional Street and Street Signage Requirements.

(a) Prior to the commencement of any construction activity, the Developer shall meet with City Engineering and Public Works staff to identify and agree to a specific "haul" route for all construction equipment and material supplies associated with the Development. The Developer shall agree to confine the movement of its construction equipment to the approved route unless approved otherwise by the City Engineer. The Developer shall provide the Street Wear Financial Guarantee, as defined in Section 50 below. The City shall videotape and perform a road evaluation of the agreed to haul route. This evaluation, known as a service condition rating or "SCR", shall be used as the base line for determining the level of damage that may occur as a result of constructing the Development. At the conclusion of the construction activity and prior to the recording of the Final Plat, the City will again videotape and perform a post development SCR of the Developer's "haul" route. The road evaluation is only applicable to that portion of the approved haul route that lies within the corporate limits of the City. Prior to the City acceptance of the Public Improvements, the Developer will repair the road or pay to the City the estimated cost, as determined by the City, of the road repairs, including without limitation

labor, materials, costs regularly charged by the City for its staff's time for inspections, shouldering, streets, curbs, gutters and base repairs.

(b) If the surface course of a street cannot be constructed prior to October 15, the Developer shall provide the Surface Completion Letter of Credit, as defined below in Section 49.

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

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

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

26. Additional Utility Requirements.

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

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

(c) The Developer shall provide proof of payment in full, in the form of fully executed lien waivers, for installation of all required utilities prior to Final Plat approval.

(d) Underground utility installations shall be subject to review and approval by the City Engineer and shall be made without any street pavement removal, unless otherwise specifically approved by the City Engineer, which approval shall not be unreasonably withheld, conditioned or delayed.

(e) The Developer and the City Water Utility have previously entered into a Water Services Agreement for Phase 1 and Phase 2 of the Development in form and content customarily required by the City.

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

MODEL HOMES

28. Model and Spec Homes.

(a) Subject to satisfaction of all other requirements for a building permit, the City will issue a building permit for four (4) principal structures to be used as sales models or homes initially planned as spec homes prior to approval and recording of the Final Plat.

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

(c) The Developer shall not transfer title to any lot containing a model or spec home until the Final Plat is approved and recorded as described in Section 55 below.

ASSOCIATION; COVENANTS, CONDITIONS AND RESTRICTIONS; ONGOING AGREEMENTS

29. The Association. The Developer shall, prior to the sale of any property within the Development, add or cause to be added all Phase 2 Lots and Outlots to the Swan Ridge Farms Homeowners Association, Inc. (the “Association”) previously created 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 has provided the City with 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 Lots in the Development, including the Developer, shall be members of the Association solely by virtue of such ownership and shall be jointly responsible for its obligations, which obligations shall be assessable against such members. The Association shall have the power and authority to assess Lot owners for their proportionate share of costs associated with the responsibilities of the Association set forth in this Agreement. The governing documents for the Association shall confer legal authority on the Association to place a lien on the property of any member who falls delinquent in dues or assessments. Such dues and assessments shall be paid with accrued interest before the lien may be lifted. If at any time the Association does not exist or fails to satisfy its obligations, the owners of the Property shall be jointly and severally liable, with rights of contribution, for the Association’s responsibilities under this Agreement and all agreements that run with the land that impose responsibilities on the Association.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

invoiced, the charges shall constitute a lien and special charge on the applicable property (whether one or more). The City may also draw on the Stormwater Guarantee upon the occurrence of an Event of Default, as defined below,

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

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

(xii) The Storm Water Best Management Practices Maintenance Agreement (“SW Agreement”) and all of its covenants are and shall be covenants running with the land, and shall encumber the Development, and shall bind the Developer and its heirs, successors and assigns, including without limitation the Association. The SW Agreement shall specifically include this language and shall not be incorporated by reference. The SW Agreement shall be recorded with the Ozaukee County Register of Deeds.

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

(a) Prohibit, without the express written consent from the City Engineer and approval by the Planning Commission, future property owners from (a) removing any berms, landscaping or amenities installed on the Development as a condition of landscaping, open space, grading or drainage plans, and (b) placing landscape features, berms or plantings which disrupt flow of run-off in drainage ways or courses approved as a condition of the grading and drainage plans.

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

OBLIGATIONS OF BUILDER/LOT OWNER

34. Compliance with Grading Plan. Any owner of a lot in the Development who constructs or causes the construction of a building in the Development shall be responsible for siting the principal building and rough and fine grading their lot to comply with the approved master grading plan or an amendment thereto approved by the City Engineer.

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

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

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

38. Private Water. This Section is intentionally left blank.

WARRANTIES AND INDEMNIFICATIONS

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

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

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

42. Street Damage. The Developer shall be responsible for all damage done to streets within the City, street landscaping, street trees, curbs, utilities, light poles and other property of the City as a result of activities associated with the construction of the Development, including without limitation street damage as a result of

excessive hauling operations or installation of the Improvements. This covenant survives any provision of this Agreement that purports to discharge or release the Developer.

FINANCIAL OBLIGATIONS

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

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

45. Streetlights. The Developer shall be responsible for the cost of installation of 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 the northerly main entrance off Swan Road into the Development. The City's Public Works Department shall arrange for the installation permit and coordinate the installation. The Developer shall pay for labor and materials within 30 days after being invoiced. After acceptance of dedication of the Public Improvements by the City, the City shall assume responsibility for the monthly energy costs and future maintenance for the streetlight(s).

46. Landscaping Completion Letter of Credit. If the City agrees to Final Plat approval despite landscaping and/or hardscape amenities, including the installation of required street trees, not being completed (the City shall not be obligated to grant Final Plat approval under such circumstances), the Developer shall provide to the City bids, contracts or other evidence sufficient, in the sole opinion of the City, to demonstrate the cost of completing such work, including the costs of labor and materials. The evidence of cost shall be subject to review and approval by the City. The Developer shall, prior to Final Plat approval, provide to the City a letter of credit in an amount equal to 125% of such costs. The letter of credit shall be issued by a local financial institution on the International Chamber of Commerce form or its equivalent. The form and content shall be acceptable to the City Attorney. The Developer shall pay all costs of completing the work, including with limitation labor, material and costs regularly charged by the City for its staff's time. If the work is not completed to the satisfaction of the City or prior to Final Plat approval in accordance with section 9 (c), or upon the occurrence of an Event of Default, as defined below, the City may draw on demand the full amount of the letter of credit to defray the costs of finishing the work. The City shall hold such funds and apply them as costs are incurred. The City shall refund the balance to the Developer, if any, after the work is completed. If the funds are inadequate to defray the costs, the Developer shall owe the balance to the City.

47. Landscaping Survival Letter of Credit. The Developer shall, prior to Final Plat approval, provide to the City a letter of credit in an amount equal to 25% of the costs of labor and materials in installing landscaping amenities (excluding street trees and any other landscaping that is a Public Improvement). Such costs shall be determined by the City based its review of the Developer's contracts. The letter of credit shall insure the cost of labor and materials to replace landscaping that dies within three years of installation. The letter of credit shall be

issued by a local financial institution on the International Chamber of Commerce form or its equivalent. The form and content shall be acceptable to the City Attorney. The Developer or its assign shall pay all costs of replacing any dead or dying landscaping. If the responsible person fails to replace such landscaping within 30 days of demand, or upon the occurrence of an Event of Default, as defined below, the City may replace the landscaping and draw on the letter of credit on demand for the cost of the work, including without limitation labor, material and costs regularly charged by the City for its staff's time. If the letter of credit is inadequate to defray the costs, the Developer shall owe the balance to the City. The City shall release the letter of credit three years after the installation of the landscaping amenities.

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

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

50. Street Wear Financial Guarantee. Prior to commencement of any construction activity, the Developer shall provide to the City a performance bond, letter of credit or cash deposit in an amount equal to \$1,000 per lot in Phase 2 of the Development (the "Street Wear Financial Guarantee"). The Street Wear Financial Guarantee is to provide security for compensation to the City for wear and tear and accelerated deterioration of the City's streets as a result of infrastructure improvement associated with the hauling of stone and asphalt attributable to the construction of the Development. Wear and tear shall be determined as described in Section 25 above. The form and content of the Street Wear Financial Guarantee shall be acceptable to the City Attorney. If the Street Wear Financial Guarantee is in the form of a letter of credit, the requirements shall be substantially similar to the requirements of other letters of credit provided in this Agreement. If the Developer does not make the repairs as and when required, but in any event on or before the 60th day after written demand from the City, weather permitting, or upon the occurrence of an Event of Default, as defined below, the City may draw on demand the full amount of the Street Wear Financial Guarantee to defray the costs of the street repairs, including

without limitation labor, material and costs regularly charged by the City for its staff's time for inspections, shouldering, streets, curbs, gutters, base repairs and utility adjustments. The City shall hold such funds and apply them as costs are incurred. The City shall refund the balance to the Developer, if any, after the work is completed, but not later than two (2) years after final plat approval. If the funds are inadequate to defray the costs, the Developer shall owe the balance to the City.

51. Stormwater Guarantee. The Developer shall provide the Stormwater Guarantee, as defined in Section 32(b)(vii) above, prior to the commencement of any construction activities. The form and content of the Stormwater Guarantee shall be acceptable to the City Attorney. If the Stormwater Guarantee is in the form of a letter of credit, the requirements shall be substantially similar to the requirements of other letters of credit provided in this Agreement.

52. Public Sanitary Sewer System Connection Charge. If the Developer is required to connect the Development to the public sanitary sewer system, the Developer shall pay to the City, in accordance with the requirements of Section 58-640 of the Code, a sewer connection charge of \$200 per lot prior to Final Plat approval.

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

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

FINAL PLAT APPROVAL; DEDICATION; RELEASE

55. Final Plat Approval

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

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

56. Dedication. Title to the Public Improvements, together with the land on which they are located, unless located within a dedicated easement, shall be dedicated and given in fee simple by the Developer to the City upon recording the Final Plat, as provided by Wisconsin law, and without recourse, and free and clear of all liens, claims and encumbrances. The lien waivers required in Section 18 of this Agreement shall be a condition precedent of recording of the Final Plat. The Public Improvements shall have access from a dedicated street, where necessary.

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

DEFAULTS

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

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

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

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

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

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

(a) Immediately suspend performance under this Agreement.

(b) Issue a stop work order.

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

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

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

- (f) Perform or have performed any work, and have supplied any necessary equipment, goods, materials and services, to complete all or any part of the Developer's work, all at the Developer's cost.
- (g) Draw any letter of credit and exercise the City's remedies under any other financial guarantee.
- (h) Exercise all other rights and remedies available to it at law or in equity,

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

61. Attorneys' Fees. The Developer shall pay the City's costs of enforcement of this Agreement, including reasonable attorneys' fees and costs.

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

[SIGNATURE PAGES TO FOLLOW]

[CITY SIGNATURE PAGE TO DEVELOPMENT AGREEMENT]

CITY OF MEQUON

By: _____
 Andrew Nerbun
 Mayor

By: _____
 Caroline Fochs
 Clerk

STATE OF WISCONSIN)
) SS
 OZAUKEE COUNTY)

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

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

STATE OF WISCONSIN)
) SS
 OZAUKEE COUNTY)

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

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

Approved by: _____
 Brian C. Sajdak, City Attorney

[DEVELOPER SIGNATURE PAGE TO DEVELOPMENT AGREEMENT]

MK/S-EP, LLC

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

STATE OF WISCONSIN)
) SS
COUNTY)

The foregoing instrument was acknowledged before me on _____, 20____,
by Michael J. Kaerek, as Managing Member of MK/S-EP, LLC.

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

**EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY**

Attachment: 2024-11-5 Swan Ridge Farms Phase 2 Redlined from Template CC Version - Clean (RESOLUTION 4151 : Point Real Estate Swan



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: November 12, 2024
SUBJECT: RESOLUTION 4152 A Resolution Authorizing a Development Agreement for the Enclave Subdivision - Phase VIII, for 13 of the 82 Lots within a Single-Family Residential Subdivision Located Immediately North of 8200 West Donges Bay Road

Background

The applicant, Mequon I, LLC, is requesting development agreement approval for the Enclave at Mequon Preserve - Phase VIII, consisting of 13 lots (lots 101-113) 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 at the time of its submission. The phase generally includes approximately 650 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 VIII. The developer utilized the City's template development agreement, which was modified and submitted to staff. 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 units cannot be sold, or title transferred until the associated plat is recorded. This is consistent with the table approved as a part of the template document. The Planning Commission recommended approval of the Development Agreement for the property on October 21, 2024.

As noted, the development agreement is based on the City's standard template language and has been reviewed by the City Attorney. Of note, the applicant proposed mostly form and format changes.

Fiscal Impact

Adding additional City assets will require additional resources to manage and maintain the contributed assets. The development will also add taxable property within the City.

Recommendation

The Planning Commission unanimously recommended approval on October 21, 2024.

Attachments:

2024-11-5 Development Agreement CC Version Clean (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4152

A Resolution Authorizing a Development Agreement for the Enclave Subdivision - Phase VIII,
for 13 of the 82 Lots within a Single-Family Residential Subdivision Located Immediately North
of 8200 West Donges Bay Road

RECITALS

A. The Enclave at Mequon Preserve - Phase VIII, a single-family home residential development, consists of 13 lots to be located immediately north of 8200 West Donges Bay Road.

B. The Planning Commission recommended approval of the Development Agreement for the property on October 21, 2024.

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

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

1. The Development Agreement for The Enclave at Mequon Preserve - Phase VIII 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: November 12, 2024

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on November 12, 2024.

Caroline Fochs, City Clerk

Document Number	DEVELOPMENT AGREEMENT Document Name	
THIS DEVELOPMENT AGREEMENT (“<u>Agreement</u>”) is made as of _____, 2024, by Mequon I, LLC, a Wisconsin Limited Liability Company (the “<u>Developer</u>”) and the City of Mequon, a municipal corporation (the “<u>City</u>”). RECITALS A. The Developer desires to improve and develop the property described on the attached Exhibit A (the “<u>Property</u>”). B. Wisconsin Statutes Section 236.13(2) and Sections 58-634(c) and 58-637 of the Mequon Code of Ordinances (the “<u>Code</u>”) 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 “<u>Development</u>”), 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. <u>Improvements</u>. As defined in this Agreement, the following terms and phrases have the following meanings: “<u>Improvements</u>” means the Private Improvements and the Public Improvements. “<u>Private Improvements</u>” means all improvements in the Development required by this Agreement other than the Public Improvements.		Recording Data Name and Return Address City Engineer 11333 N Cedarburg Road Mequon, WI 53092 Parcel Identification Number

“Public Improvements” means all public streets, sidewalks, paths and required appurtenances to the foregoing, including without limitation street name signs, regulatory/public safety signs (speed limit signs, stop signs and so forth) and bollards; sanitary sewer facilities and water supply facilities that connect to the public sewer or public water systems, but in each instance only those portions up to and including stubs of laterals; 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 is 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 guaranties

each repair or replacement performed pursuant to this paragraph for one year from completion. This warranty survives any provision of this Agreement that purports to discharge or release the Developer.

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 on 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 Guarantee 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 \$2,600 (13 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' fee 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]

Attachment: 2024-11-5 Development Agreement CC Version Clean (RESOLUTION 4152 : Enclave Phase VIII DA)

[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: 2024-11-5 Development Agreement CC Version Clean (RESOLUTION 4152 : Enclave Phase VIII DA)

[DEVELOPER SIGNATURE PAGE TO DEVELOPMENT AGREEMENT]

Forgewell Building Group, LLC

Mequon I, LLC

By

Its sole member

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
) SS
DANE COUNTY)

The foregoing instrument was acknowledged before me on _____, 20____,
by _____, as _____ of _____.

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

Drafted by: City of Mequon

Attachment: 2024-11-5 Development Agreement CC Version Clean (RESOLUTION 4152 : Enclave Phase VIII 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 South VIII Legal Description:

Attachment: 2024-11-5 Development Agreement CC Version Clean (RESOLUTION 4152 : Enclave Phase VIII DA)



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: November 12, 2024
SUBJECT: RESOLUTION 4153 A Resolution Approving a Stormwater Facilities Maintenance & Easement Agreement, in Connection with Acquisition of a 10-Foot-Wide Storm Sewer Easement at 10538 North Gazebo Hill Parkway West

Background

Recently, Engineering Division staff prepared a drainage design plan for the placement of driveway culverts and ditching for a new home build at 10538 North Gazebo Hill Parkway West. During design, staff determined that the developer had previously constructed the existing ditch on West Ravenna Court on the northern tip of the lot. Therefore, the ditch is on private property rather than in the City road right-of-way.

This is the only remaining lot in the Gazebo Hill subdivision yet to be developed, and the lot has remained vacant since 1990. At the time of subdivision construction, the lot was not filled in for a house pad, as shown in the approved grading plan. Over the past 34 years, the lot has become wooded and required extensive filling to construct a new home. During this time, discharge from City stormwater facilities had been flowing on private property in the ditch across the north end of this lot, without a stormwater easement over it.

Analysis

In order to relocate the ditch to be wholly contained within the road right-of-way, the ditch realignment would involve the removal of a well-established street tree (Skyline Honey Locust) and possible relocation of a conflicting gas line. As the existing drainage is well established and not in direct conflict with the proposed home construction, staff is requesting an easement to leave the conveyance location as-is and is requesting a stormwater easement from the property owner to allow the stormwater to flow as it has for decades.

Once the resident completed driveway installation this past spring, a verbal agreement was made with the property owner to include grading and restoration of the ditch on the North Gazebo Hill Parkway West side of the property, in exchange for granting the 10-foot easement. Subsequently, the Highway Division completed ditch grading and restoration work on the North Gazebo Hill Parkway West ditch line in July 2024. If approved, the proposed crossroad culvert and subsequent pipe installation and ditching would be scheduled for completion by City staff in May 2025.

Fiscal Impact

Staff does not anticipate a fiscal impact for the easement. At the time, there were adequate funds

in the operating budget for this project, and pipe materials were purchased this past summer. Staff estimates the pipe and installation materials cost approximately \$3,000, and the Department of Public Works will be further responsible for the maintenance of the pipe placed in the easement in perpetuity.

Recommendation

A recommendation is forthcoming from the Public Works Committee on November 12, 2024.

Attachments:

Stormwater Maintenance and Easement Agreement (PDF)

10538 N Gazebo Hill Pkwy - Lot 36: Easement with Aerial (PDF)

10538 N Gazebo Hill Pkwy Lot 36: Subdivision Plat Key Sheet (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4153

A Resolution Approving a Stormwater Facilities Maintenance & Easement Agreement, in
Connection with Acquisition of a 10-Foot-Wide Storm Sewer Easement at 10538 North Gazebo
Hill Parkway West

RECITALS

A. The current south ditch of West Ravenna Court is located on private property at the north end of the property at 10538 North Gazebo Hill Parkway West (Lot 36), and not in the road right-of-way, as shown on the approved construction plans.

B. Should the ditch be re-aligned to the north to be in road right-of-way, this would require the removal of an established street tree and cause conflict with an existing gas line which traverses the ditch on an angle.

C. The ditch was placed on private property by the developer at the time of the subdivision construction.

D. Staff has been in contact with the current homeowner, who has agreed to the storm sewer drainage easement and culvert placement project.

E. The Public Works Committee recommended approval of the easement on November 12, 2024.

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

1. The 10-foot-wide Storm Sewer Drainage Easement for the property located at 10538 North Gazebo Hill Parkway West in the form attached hereto is approved, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

2. The Mayor, City Clerk and Director of Public Works are authorized and directed to execute the same and the Director of Public Works is authorized and directed to have the same recorded in the Office of the Ozaukee County Register of Deeds.

3. Staff is further authorized to instruct the DPW staff to purchase and install the required culvert and structure material within the 10-foot storm sewer easement.

Approved by: Andrew Nerbun, Mayor

Date Approved: November 12, 2024

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on November 12, 2024.

Caroline Fochs, City Clerk

Document Number	STORM WATER FACILITIES MAINTENANCE & EASEMENT DECLARATION AND AGREEMENT Document Name	Recording Data Name and Return Address Kristen B. Lundeen City of Mequon 11333 N. Cedarburg Road Mequon, WI 53092 14-118-00-36-000 Parcel Identification Number (PIN)
THIS STORM WATER FACILITIES MAINTENANCE AND EASEMENT AGREEMENT (hereinafter “Agreement”), is made and entered into as of _____, 2024 by and between Jessica Roberts, (“Owner”), and the City of Mequon (“City”). WHEREAS Owner owns certain real property situated in City of Mequon, Ozaukee County, Wisconsin, described on <u>Exhibit B</u> attached hereto and incorporated herein by reference (“Property”); and WHEREAS, Owner desires to declare and establish a covenant and non-exclusive perpetual easement in the area of the Property described and illustrated on <u>Exhibit A</u> (“Easement Area”) for the maintenance of a storm sewer drainage culvert/pipe and roadway ditch to be constructed in accordance with the plans and specifications for said storm sewer drainage culvert/pipe and roadway ditch approved by the City of Mequon on October 31, 2024; and WHEREAS, the City desires to drain stormwater by means of a storm sewer drainage culvert and roadway ditch through said parcel of land owned by Owner, and WHEREAS, Owner desires to make certain other covenants and agreements as hereinafter are more specifically set forth with regard to such requirements.		

NOW, THEREFORE, in consideration of the foregoing, including the plan approvals by the City of Mequon, and the covenants and declarations as hereinafter set forth, and in obedience to the ordinances and engineering standards of the City of Mequon, IT IS DECLARED as follows:

- 1. DECLARATION OF A PERPETUAL EASEMENT.** Owner hereby declares and reserves for City, its successors, and assigns, forever, the covenants contained herein, and a perpetual non-exclusive 10-ft. wide storm sewer drainage easement, for the benefit of the City for stormwater drainage, in the Easement Area, including the right and authority to construct, use, operate, maintain and repair (including reconstruction) the approved storm water facilities, including but not limited to storm sewer drainage culvert and related facilities, and tributary connections (“**Storm Sewer Drainage**”) in the Easement Area.
- 2. INITIAL INSTALLATION.** City shall cause the reasonable restoration of the Easement Area to include placing of topsoil and hydroseeding any disturbed area. Owner shall be responsible for watering and maintenance of the seeded areas. Owner shall be responsible for watering and maintenance of the seeded areas. The Initial Installation will be substantially completed by _____, 2024 (the “Completion Date”). Owner and the City will jointly inspect the Initial Installation within one year of the Completion Date and fulfillment of the restoration work.
- 3. REPAIR & MAINTENANCE.** City, its successors, and assigns, shall be responsible for repair, maintenance of the storm sewer drainage culvert and related facilities constructed within the Easement Area. Such maintenance may include, but not be limited to, providing normal, usual and customary cleaning and maintenance, which may include litter control, grass swale stabilization, storm sewer drainage culvert inspection and maintenance, and maintenance of all surrounding grass areas and landscaping so that the storm sewer drainage culvert and related facilities continue to meet the same performance standards in accordance with which they were originally constructed. Owner shall be responsible for all ordinary lawn care in the easement area.

4. RESERVATIONS. Owner, its successors in interest and assigns, hereby reserves for itself the right to the use of the storm water system and Storm Water Facilities as may be installed in the Easement Area, subject to all applicable governmental rules, regulations and approvals. Owner and its successors and assigns hereby reserves to itself the right to make such use of the land included within the Easement Area subject to all governmental rules, regulations and approvals, as will not unreasonably disturb or interfere with such Storm Water Facilities or prevent ingress and egress thereto for the purposes of construction, operation, use, maintenance, and repair (including reconstruction) thereof. Subject to all governmental rules and regulations, owner reserves the right to cross and recross the Easement Area with other utility lines, pipes, wires and easements, parking and access easements, and may install paving, curb and gutter, landscaping, signs and other improvements within the Easement Area which are not inconsistent with the grant of the easement herein contained or applicable municipal approvals for Property. Owner and its successors and assigns hereby reserves for itself the right, at its sole cost and expense, to relocate the Easement Area and any Storm Water Facilities located therein, upon consent from the City, which consent shall not be unreasonably withheld or delayed.

5. EXHIBITS. All exhibits referred to herein and attached hereto shall be deemed part of the Agreement.

6. RECORDING. The Agreement shall be recorded in the records of Ozaukee County, Wisconsin.

7. GOVERNING LAWS. The laws of the State of Wisconsin shall apply to the Agreement.

8. SEVERABILITY. If any term, provision or condition contained in the Agreement shall, to any extent, be invalid or unenforceable, the remainder of the Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

9. BINDING ON FUTURE PARTIES. The perpetual easement and all covenants and easements herein shall run with the land and shall inure to the benefit of and be binding upon the parties, their successors and assigns. Owner shall cooperate with the City in recording any instrument deemed reasonably necessary by the City to address the provisions of Wis. Stat § 893.33(6).

[SIGNATURE PAGE FOLLOW]

IN WITNESS WHEREOF, the parties have executed this easement and agreement as of the day and year first above written.

OWNER

By: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF OZAUKEE)

Personally came before me this __ day of _____, 2024, the above named _____ to me known to be such person and acknowledge that he executed the foregoing instrument.

Notary Public, State of Wisconsin
My Commission _____.

CITY OF MEQUON

Approved by: _____
 Brian C. Sajdak, City Attorney

By: _____
 Andrew Nerbun, Mayor

By: _____
 Caroline Fochs, City Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF OZAUKEE)

Personally came before me this __ day of _____, 2024, the above named Andrew Nerbun and Caroline Fochs, Mayor and Clerk of the City of Mequon, respectively, to me known to be such officers and acknowledge that they executed the foregoing instrument in such capacity.

Notary Public, State of Wisconsin
My Commission _____.

Document Drafted By: City of Mequon

EXHIBIT A**Easement Area Depiction and Description**

A 10-ft wide public storm drainage easement bounded and described as follows:

Commencing at the northwest corner of Lot 36 in Gazebo Hill subdivision, thence North $88^{\circ}52'55''$ East, 16.41 feet along the north line said Lot, to a point of curvature, thence South $71^{\circ}52'06''$ East, along the tangent arc of a curve to the right, having a radius of 40 feet, a central angle of $38^{\circ}30'26''$, and an arc length of 26.88 feet, to a point of tangency; thence South $89^{\circ}10'18''$ East, along the tangent arc of a curve to the left, having a radius of 75 feet, a central angle of $1^{\circ}37'47''$, and an arc length of 2.13 feet, to a point along said curve; thence South $88^{\circ}52'55''$ West, 43.00 feet to a point in the west line of said Lot, also being the east right-of-way line of N. Gazebo Hill Pkwy.; thence North $1^{\circ}07'06''$ West, 10.00 feet along said west line of said Lot, to the point of beginning.

Easement area containing 0.008 acres

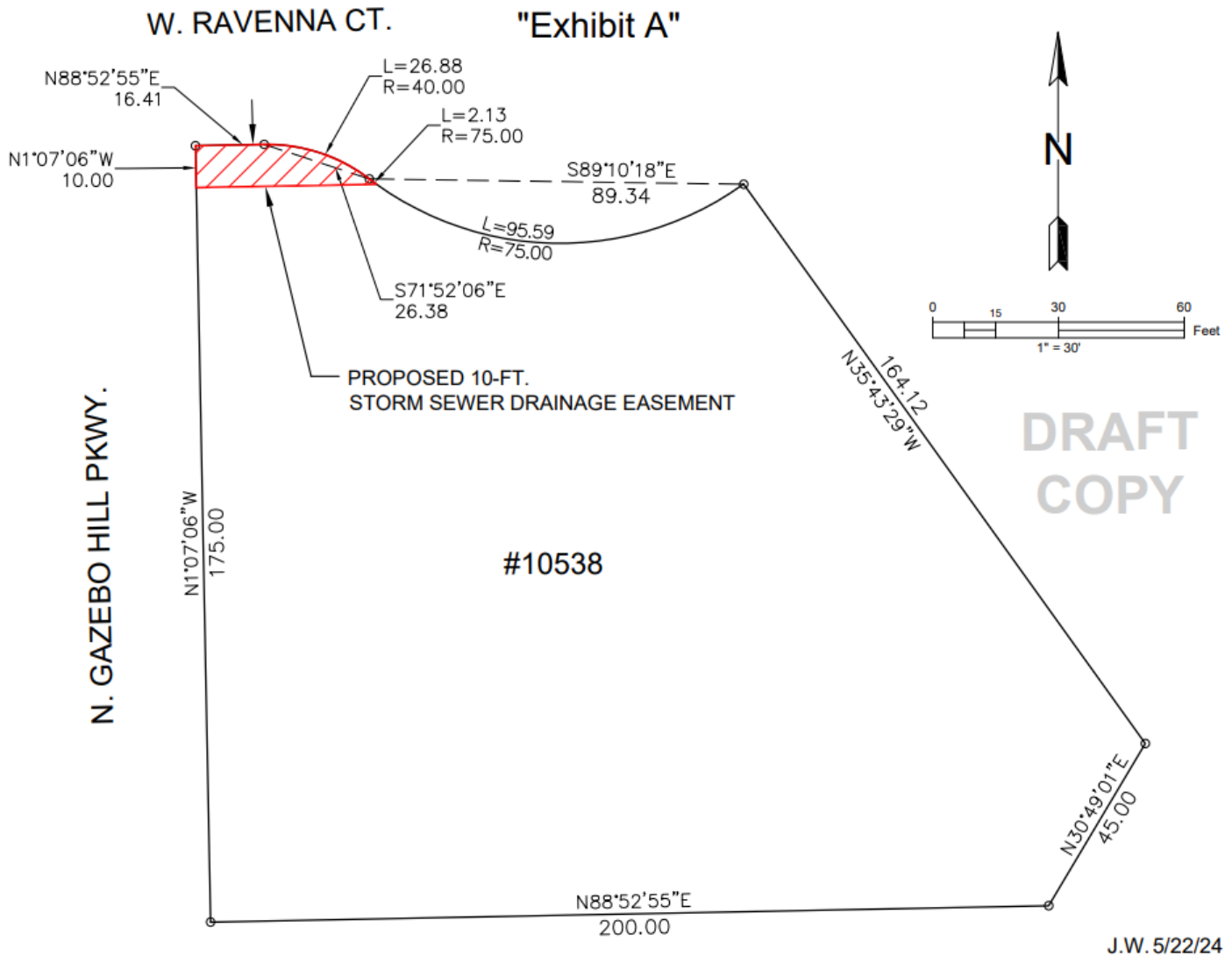
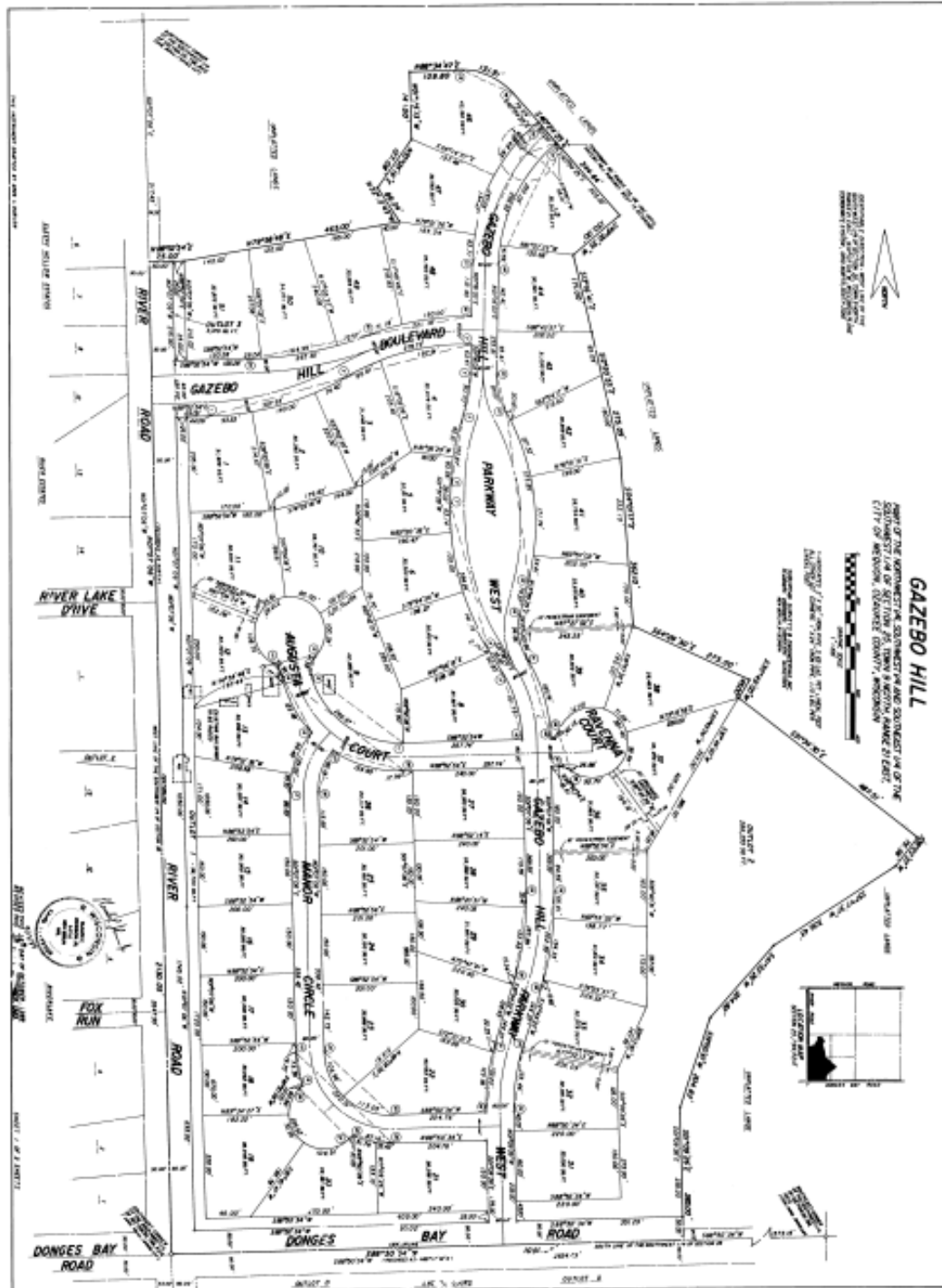


EXHIBIT B

Legal Description of Property

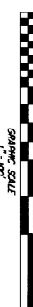
Located at **10538 N. Gazebo Hill Pkwy.**, City of Mequon, Ozaukee County, Wisconsin.

LOT 36 IN GAZEBO HILL, BEING A PART OF THE NORTHWEST 1/4 , AND SOUTHEAST 1/4 OF SECTION OF THE SOUTHWEST 1/4 OF SECTION 25, TOWN 9 NORTH, RANGE 21 EAST, CITY OF MEQUON, OZAUKEE COUNTY WISCONSIN.

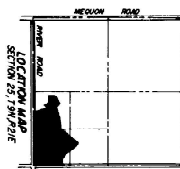




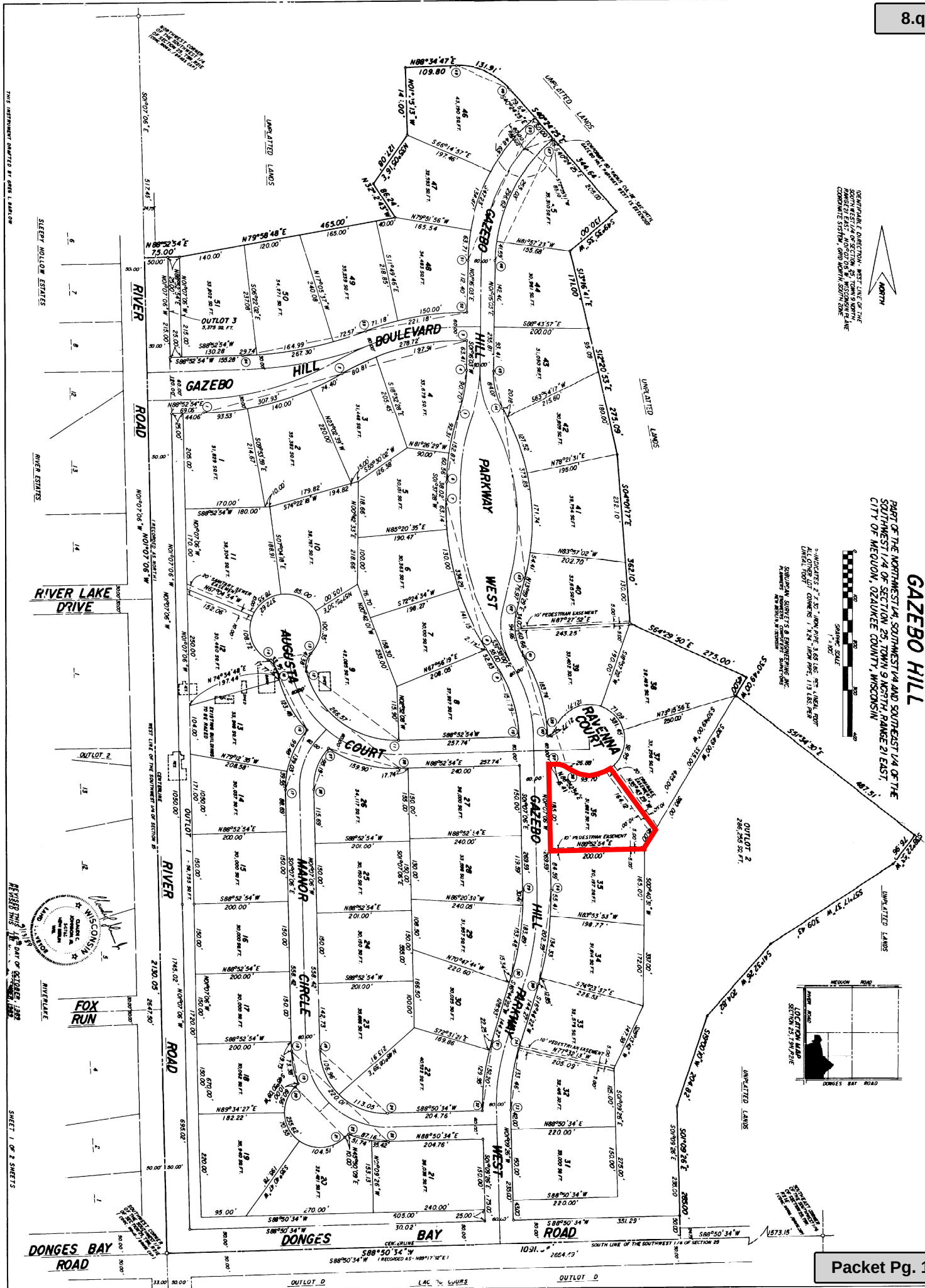
PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE
SOUTHWEST 1/4 OF SECTION 25, TOWN 9 NORTH, RANGE 21 EAST,
CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN



D INDICATES 2" X 30" IRON PIPE, 3.65 LBS. PER
ALL OTHER LUT COMMENTS 1" X 24" IRON PIPE, 1.13
LBS. PER FOOT



Attachment: 10538 N Gazebo Hill Pkwy Lot 36: Subdivision Plat Key Sheet (RESOLUTION 4153 : Acquisition of Drainage Easement at 10538 N





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

www.ci.mequon.wi.us

Office of Sewer

TO: Common Council
FROM: Marie Keyser, Assistant Finance Director
DATE: October 30, 2024
SUBJECT: ORDINANCE 2024-1670 An Ordinance Appropriating the Necessary Funds from the City of Mequon's Sewer Utility District for the Year 2025 for Capital Charge Payments to the Milwaukee Metropolitan Sewerage District and City of Mequon Capital Debt Service Requirements

Background

An ordinance is required in order to appropriate the necessary funds for the City of Mequon Sewer Utility District to cover the 2025 capital charge payment to the Milwaukee Metropolitan Sewerage District (MMSD) and the 2025 City of Mequon's capital debt service requirements. As is the case every year, MMSD's annual capital charge to pay for capital infrastructure and watercourse improvements is an estimate, as the actual amount will not be available in time to set the levy and generate the tax roll and tax bills for 2024. The estimated MMSD capital charge is also adjusted for the difference between estimated and actual amounts incurred from the preceding year. It is then reduced by revenue received during the year from several tax-exempt organizations that have entered into separate sewer service agreements and payment in-lieu-of-tax (PILOT) agreements with the City.

Analysis

The 2025 estimated MMSD capital charge is projected to be \$5,154,636, which is 12% higher than the amount actually invoiced in 2024. Projections from MMSD indicate that expected billing rates for 2026 through 2030 will increase an average of \$0.03, or 2%, per \$1,000 of equalized value per year.

The capital debt service component of the Sewer Utility District's tax rate is associated with the East Trunk Sewer project, which was funded in 2018 by issuing \$19.4M in general obligation bonds. The Utility's recent history of debt service obligations (since 2015) is as follows:

Year	Annual Debt Service
2025	\$1,850,921
2024	\$1,854,713
2023	\$1,861,756
2022	\$1,861,893
2021	\$1,865,247
2020	\$1,699,051

2019	\$2,062,650
2018	\$1,981,513
2017	\$1,706,250
2016	\$1,798,000
2015	\$1,885,000

The remaining levy capacity of \$861,606 has been allocated towards the Sewer Utility Capital Project Fund in order to reduce future borrowing costs for major projects. To summarize, the breakdown of the recommended 2025 appropriation is as follows:

2024 Sewer Levy (Payable in 2025)	
Estimated 2024 MMSD Capital Charge (net)	\$4,565,461
City of Mequon Capital Debt Service Requirement (net)	\$1,835,754
Capital Improvement Projects	\$861,606
Total	\$7,262,821

Comparatively, a similar breakdown for the current fiscal year, as approved by the Sewer Utility District Commission in late 2023, is illustrated below:

2023 Sewer Levy (Payable in 2024)	
Estimated 2023 MMSD Capital Charge (net)	\$4,075,496
City of Mequon Capital Debt Service Requirement (net)	\$1,785,446
Capital Improvement Projects	\$1,401,879
Total	\$7,262,821

Presented below is a history of tax rates for the Sewer Utility District:

Levy Year	Mill Rate per \$1,000 of Assessed Value (TID Out)
2024	\$1.63
2023	\$1.62
2022	\$1.60
2021	\$1.62
2020	\$1.81
2019	\$1.81
2018	\$1.94
2016	\$1.89
2015	\$1.90
2014	\$1.88
2013	\$1.76

Recommendation

On October 30, 2024, the Sewer Utility District approved a recommendation in favor of adopting the proposed ordinance by a vote of 9-0.

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2024-1670

An Ordinance Appropriating the Necessary Funds from the City of Mequon's Sewer Utility District for the Year 2025 for Capital Charge Payments to the Milwaukee Metropolitan Sewerage District and City of Mequon Capital Debt Service Requirements

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

SECTION I

There is hereby appropriated out of the tax receipts of the City of Mequon's Sewer Utility District for the year 2025, the amount of:

Total Amount of Tax Levy:	\$7,262,821
---------------------------	-------------

SECTION II

There is hereby levied a tax of \$7,262,821 upon all taxable property within the City of Mequon Sewer Utility District as returned by the Assessor in 2024 for the purposes set forth in said budget.

SECTION III

The City Clerk be and hereby is authorized and directed to spread the said tax upon the current tax roll of the City of Mequon Sewer Utility District.

SECTION IV

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

SECTION V

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 VI

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

Approved by: Andrew Nerbun, Mayor

Date Approved: November 12, 2024

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on November 12, 2024.

Caroline Fochs, City Clerk

Published: _____



11333 N. Cedarburg Road
 Mequon, WI 53092-1930
 Phone: 262-236-2914
 Fax: 262-242-9655

www.ci.mequon.wi.us

Office of City Clerk

TO: Common Council
FROM: Caroline Fochs, City Clerk
DATE: November 4, 2024
SUBJECT: ORDINANCE 2024-1666 An Ordinance Amending Chapter 14 of the Mequon Municipal Code, Regarding the Regulation of Peddlers, Transient Merchants and Solicitors

Background

Peddlers, sellers and solicitors are regulated by Chapter 14 of the Mequon Municipal Code. Recently, the Finance-Personnel Committee voiced interest in revisiting this section of the Code and took the opportunity to review amendments recommended by the City Clerk's Office that appear in the attached ordinance.

Analysis

Many of the suggested revisions are clarifications or housekeeping in nature. However, there are several impactful revisions that are recommended for adoption, as follows:

- A new requirement that each seller must acknowledge in writing that they have read and understand the restrictions outlined in Section 14-122, and that such acknowledgment will include fines that can be assessed if the rules and restrictions are not followed.
- An increase in the amount of the bond for out-of-state peddlers from \$500 to \$1,000. This amount was set in 2006 and has not changed since its inception. The bond secures payment of forfeitures and ensures that the merchandise/service purchased will be delivered according to the representations of the applicant.
- Creation of a process by which a resident can file a grievance if harmed by a peddler or transient merchant.
- A new requirement that traveling salespersons must obtain a certificate of registration from the Department of Workforce Development, prior to selling.
- Establishing the ability to fine a business entity as well as the employee, when either repeatedly violates Section 14-116.

Fiscal Impact

But for any revenue derived that is tied to enforcement of the proposed amendments as outlined, there is no direct fiscal impact to the recommended changes.

Recommendation

On October 8, 2024, the Finance-Personnel Committee approved a recommendation in favor of adopting the proposed ordinance amendments by a vote of 3-0.

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2024-1666

An Ordinance Amending Chapter 14 of the Mequon Municipal Code, Regarding the Regulation
of Peddlers, Transient Merchants and Solicitors

RECITALS

A. The Common Council previously adopted Chapter 14, Article V of the Mequon Municipal Code related to the regulation of peddlers, transient merchants and solicitors.

B. The Common Council finds that the regulation of peddlers impacts the safety and welfare of the community and that appropriate guidelines and processes are necessary to ensure safety and welfare.

C. The Common Council desires to update and amend these policies and procedures.

D. On October 8, 2024, the Finance-Personnel Committee recommended approval of the proposed ordinance amendments.

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

SECTION I

Article V of Chapter 14 of the Mequon Municipal Code related to the regulation of peddlers, transient merchants and solicitors is amended to read as follows (**Note: Deleted text is struck through; Added text is bolded and underlined**):

**ARTICLE V. REGULATION OF PEDDLERS, TRANSIENT MERCHANTS
AND SOLICITORS**

Sec. 14-114. Definitions.

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

Charitable organization shall include any benevolent, philanthropic, political, patriotic or eleemosynary person, partnership, association or corporation, or one purporting to be such.

Clerk shall mean the City of Mequon Clerk.

License shall mean a license to engage in peddler, transient merchant and solicitation activity within the City of Mequon, as regulated hereunder.

Merchandise shall include personal property of any kind, and shall include merchandise, goods, or materials provided incidental to services offered or sold. The sale of merchandise includes donations required by the seller for the retention of goods by a donor or prospective customer. Merchandise does not include perishable products.

Peddler means any natural person or entity who engages in the retail sale of merchandise by the direct selling, door-to door method. For purposes of this Section, sale of merchandise includes a sale in which the personal services rendered upon or in connection with the merchandise constitutes the greatest part of value for the price received, ~~but does not include a farm auction sale conducted by or for a resident farmer of personal property used on the farm, or the sale of produce or other perishable products at retail or wholesale by a resident of this state.~~

Permanent merchant means any person who, for at least one year prior to the consideration of the application of this chapter to said merchant:

- (1) Has continuously operated an established place of business in this city or in the local trade area among the communities in the vicinity of the City of Mequon; or
- (2) Has continuously resided in this city and now does business from his/her residence.

Person or individual shall mean all natural persons of any age or sex, partnerships, corporations, associations, groups, or organizations working in concert or for the same purpose or objective.

Solicitor includes any person who goes from place to place within the city for the purpose of soliciting donations for charitable, religious, political, patriotic, philanthropic or eleemosynary purposes or activities.

Transient merchant means a person who engages in the temporary business of selling merchandise at a fixed location in the city.

Transient merchants, charitable organizations or solicitors shall be construed to include any employee, agent, member or volunteer thereof.

Sec. 14-115. Application and license required; fees.

It shall be unlawful for any peddler, transient merchant or solicitor to engage in sales or sales activities or to solicit donations within the City of Mequon without first applying and obtaining a license as set forth herein.

The application for a license to peddle, canvass, sell, or solicit within the corporate limits of the City of Mequon shall be made in person to the clerk, with approval by the clerk and the committee on finance-personnel of the city. At the time of filing the permit application, the applicant for a peddler, transient merchant or solicitor's permit shall pay to the city clerk administrative processing fees as shall be determined by the common council by resolution from time to time. Charitable organizations which are registered with the State of Wisconsin pursuant to Wis. Stat. § 202.12440.41, Wisconsin Statutes, or which are exempt from such registration requirements shall register and pay the criminal investigation portion of such fees, but shall be exempt from the balance of said administrative fees. In addition to the fees provided hereinabove, the applicant shall pay the required administrative fees for each individual who shall engage in peddler, transient merchant or solicitor activities in the city, to defray the cost of licensure and criminal investigation of each such peddler, transient merchant or solicitor.

- (1) Class A license. Any applicant who has a permanent residence or place of business in the state may apply for and be granted a license which shall be valid for a period of three (3) months from issuance, and which shall be renewable for a like period at no additional charge.
- (2) Class B license. All other applicants may apply for and be granted a license which shall be valid for a period of up to thirty (30) days from issuance, and which shall be renewable for a like period at no additional charge.
- (3) The prospective licensee must further obtain a permit for each additional individual person peddling, soliciting, or carrying on transient merchant activity.
- (4) The application must identify the name, permanent address, social security number, age and driver's license of each permittee and such other information as the city may from time to time require.
- (5) Each peddler, transient merchant or solicitor must provide a government issued identification card as proof of identity when applying.
- ~~(5)~~(6) There shall be a waiting period of seventy-two (72) hours excluding weekends and holidays from the time of the granting ~~issuance~~ of the license to the prospective licensee, to the time that the licensee may begin the peddling, soliciting, or transient merchant activity within the corporate limits of the city.

- ~~(7)~~ Each applicant must acknowledge in writing that they have reviewed and understand the rules and restrictions outlined in sec. 14-122 and such acknowledgment shall describe the penalties that can be assessed to those that do not adhere to said rules and restrictions and as adopted by the common council by resolution from time to time.
- ~~(6)~~(8) Upon expiration of the initial class B license to peddle, canvass, or solicit within the corporate limits of the city, the licensee may make application in person to the clerk for renewal of the license. The clerk shall issue ~~grant~~ the requested renewal and the renewed license shall remain in effect, only providing:
- a. At the time of request for renewal the licensee shall execute and provide a certified statement attesting that the information in the initial application and license is current, and correct, and to the extent applicable shall provide the clerk with changes to any information which was provided in the initial application;
 - b. There have been no bona fide citizen complaints regarding the peddling, canvassing, soliciting, or selling activities of the applicant or the applicant's agents, employees, or affiliates; and
 - c. There has been no objection to the renewal by the committee on finance-personnel of the city.

Sec. 14-116. Exemptions.

The following shall be exempt from all provisions of this article:

- (1) Any person delivering newspapers, fuel, dairy products or bakery goods to regular customers on established routes, or any other person making a regular delivery of goods ordered by a customer;
- (2) Any person selling agricultural products which the person has grown;
- (3) Any person who takes orders away from or delivers goods to an existing established place of business, for merchandise regularly offered for sale by the merchant within this city and who delivers such merchandise in their regular course of business;
- (4) Any person who has an existing established place of business where the merchandise being sold is offered for sale on a regular basis, and in which the buyer has initiated contact with, and

specifically requested or consented to a home visit by, said person;

- (5) Any person who has had, or one who represents a company which has had, a prior business transaction, such as a prior sale or credit arrangement, with the prospective customer, and in which the customer has specifically requested or consented to a home visit by said person;
- (6) Any person holding a sale required by statute or by order of any court and any person conducting a bona fide auction sale pursuant to law;
- (7) Any person permitted to do business at special events authorized by the common council.
- (8) Any person doing business with the permission of, and upon the premises of, existing retail establishments, which establishments are located within zoning districts allowing retail sales, and having occupancy permits allowing retail sales operations, provided such transient merchants does business within the enclosed building structure. This exemption shall apply only to establishments and buildings wherein any sales conducted pursuant to this exemption are of the same type and nature as sales generally occurring therein, and provided further that the primary business of the establishment is retail sales. This exemption specifically shall not apply to hotels and motels.
- (9) Any person engaging in proselytizing on behalf of any bona fide religion or religious group, or campaigning, or otherwise engaging in political activity, including pamphleteering.
- (10) Any persons under the age of eighteen (18) who are residents of the city, or pupils in the Mequon-Thiensville School District or a private or parochial school located within the city, and who are engaging in occasional door-to-door sales in order to raise funds for school, school-related, school extra-curricular -related, scouting-related, athletic or religious activities.

Sec. 14-117. Reserved.

Sec. 14-118. Investigation.

(a) Upon receipt of a completed registration form, the clerk shall promptly refer it to the chief of police, who shall forthwith make an investigation of the statements made in such registration, and the individuals who it is proposed will carry out peddler, transient merchant or solicitor activities in the city. The

chief of police, or ~~their~~his designee, shall endorse ~~their~~his approval or disapproval in a report to the clerk within three (3) business days after the investigation has been completed.

(b) The clerk and committee on finance-personnel shall refuse to issue the permit to the applicant if it is determined, pursuant to the investigation provided for hereinabove, that the registration contains any material omission or materially inaccurate statement; applicant was convicted of a crime, statutory violation or ordinance violation with the last five (5) years, the nature of which is directly related to the applicant's fitness to engage in transient merchant or solicitor activities; or the applicant failed to comply with any applicable provision of this article.

Sec. 14-119. Reserved.

Sec. 14-120. Reserved.

Sec. 14-121. Bond.

After approval, but prior to issuance of the license regulated herein for a peddler or transient merchant, every applicant whose principal place of business is located outside the state shall file with the city clerk a bond in the sum of ~~five hundred~~ one thousand dollars (~~\$500.00~~1,000.00) in the form of cash or irrevocable letter of credit, upon which the city may draw, securing full compliance with the ordinances of the city and laws of the state relating to peddlers and transient merchants, securing payment of any forfeiture for the violation thereof, and guaranteeing to any citizen of the City of Mequon doing business with the applicant that the property purchased will be delivered according to the representations of the applicant. Action on such bond may be brought by any person aggrieved, provided that action to recover on any such bond shall be commenced within sixty (60) days after the expiration of the license issued to the applicant by the clerk. Any resident that has been harmed or encountered a misrepresentation of service/product may file a claim with the City Clerk with a written description of the grievance. The City Clerk will forward the grievance to the Finance-Personnel Committee to determine if the claim is verifiable and if the bond or a portion thereof shall be dispersed to the applicant.

Sec. 14-122. Prohibited practices.

Peddlers, transient merchants, charitable organizations and solicitors shall be prohibited from:

- (1) Calling at any dwelling or other place on Sunday, or on any other day after 7:00 p.m. or before 9:00 a.m., except by appointment.
- (2) Calling at the rear door of any dwelling, unless expressly requested

by the occupant.

- (3) Calling at any dwelling or other place where a sign is displayed bearing the words "no peddlers," "no solicitors" or words of similar meaning.
- (4) Remaining on premises after being asked to leave by the owner, occupant, or any other person having authority over such premises.
- (5) Misrepresenting or making false, deceptive or misleading statements concerning the quality, quantity or character of any goods offered for sale, the purpose of his/her visit, his/her identity or the identity of the organization he/she represents. A licensee soliciting on behalf of a charitable organization shall specifically disclose what portion of the sale price of goods being offered will actually be used for the charitable purpose for which the organization is soliciting. Said portion shall be expressed as a percentage of the sale price of the merchandise.
- (6) Impeding the free use of sidewalks and streets by pedestrians and vehicles.
- (7) Failing to observe all traffic and parking regulations where sales are made from vehicles, or a neighborhood is accessed by means of a vehicle.
- (8) Making or employing any loud noises or using any sound amplifying device to attract customers if the noise produced is capable of being plainly heard outside a one hundred-foot radius of the source.
- (9) Allowing rubbish or litter to accumulate in or around the area in which he/she is conducting business.
- (10) No person may employ, offer to employ, or otherwise recruit an individual to work as a traveling sales crew worker without first obtaining a certificate of registration from the Department of Workforce Development per Wis. Stat. §103.34.

Sec. 14-123. Reserved.

Sec. 14-124. Display of license.

During actual peddler, transient merchant or solicitation activity, each licensed peddler, transient merchant or solicitor shall wear or otherwise visibly exhibit a picture identification issued by the entity or organization with which he or she is affiliated, and shall also carry the license issued by the clerk, evidencing

the fact that the peddler, transient merchant or solicitor is licensed to solicit within the city, and shall produce the license for inspection upon request.

Sec. 14-125. Revocation of license.

(a) A license may be revoked by the finance-personnel committee after notice and hearing if the registrant made any material omission or materially inaccurate statement in the application for registration; made any fraudulent, false, deceptive, or ~~of~~-misleading statement or representation in the course~~court~~ of engaging in transient sales; violated any provision of this section, or was convicted of any crime or ordinance or statutory violation which is directly related to the registrant's fitness to engage in peddler, transient merchant or solicitation activity.

(b) Written notice of the hearing shall be served personally on the applicant, or by registered mail - return receipt requested, sent postage pre-paid to the registrant at the address provided in the application at least seventy-two (72) hours prior to the time set for the hearing. Such notice shall contain the time and place of hearing and a statement of the acts or omissions alleged which form the basis for the proposed revocation of license.

Sec. 14-126. Reserved.

Sec. 14-127. Penalty.

(a) Any person, corporation, partnership, organization or entity who shall violate any provision of this article shall suffer a forfeiture for each violation, plus costs of prosecution and penalty assessments according to law. Each day of violation shall constitute a separate offense.

(b) Any person, corporation, partnership, organization or entity who employs any person or persons that repeatedly violate sec. 14-116 shall be in violation of this Article V and shall suffer a forfeiture for each violation, plus costs of prosecution and penalty assessments according to law. Each day of violation shall constitute a separate offense.

Sec. 14-128. Appeal.

Any applicant denied a license or whose license is revoked may appeal the denial by filing a request for appeal hearing before the board of appeals, with the clerk, within fifteen (15) days of the date of the denial.

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: November 12, 2024

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on November 12, 2024.

Caroline Fochs, City Clerk

Published: _____



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Office of Finance

TO: Common Council
FROM: Marie Keyser, Assistant Finance Director
DATE: November 12, 2024
SUBJECT: RESOLUTION 4154 A Resolution Adopting the City of Mequon's Annual Fee Schedule for Fiscal Year 2025

Background

Annually as part of the budget development process, City departments review their respective fees. This year, the following divisions submitted recommendations for changes beginning next year: Inspections, Engineering and Forestry. Please see the following table for recommended additions or changes to the City's current Fee Schedule for Fiscal Year 2024:

Fee	Current	Proposed	Comment
<i>Inspections (Building/Heating)</i>			
Re-Inspection/Inspection (Applies after 2 nd Inspection)	\$60.00	\$65.00	Consistency among other fees
Plan Examination: Decks & Above Ground Swimming Pools	\$65.00	\$65.00	Change wording to: Decks & Swimming Pools
<i>Inspections (Plumbing)</i>			
Well Abandonment	\$60.00	\$65.00	Consistency among other fees
Each Re-Inspection	\$60.00	\$65.00	Change wording to: Each Re-Inspection or After Expiration of the Permit
Refund Retained	\$60.00	\$65.00	Consistency among other fees
<i>Engineering</i>			
Holding Tank Agreement Recording and Processing Fee	New Fee	\$165.00	Cover processing and recording costs for holding tank agreements
<i>Forestry</i>			
Street Tree Replacement	\$125.00	\$150.00	Increase in tree costs

Analysis

As is evident from the table above, there are only seven fees recommended for adjustment heading into 2025. Most recently, the City conducted an exhaustive review of its entire fee schedule in advance of Fiscal Year 2024, and as such, no other fees are recommended for adjustment. Additionally, the Southern Ozaukee Fire & EMS Board of Directors approved

several fee adjustments at its September meeting. These changes, which took effect on October 1, are also reflected in the City's proposed Fee Schedule for 2025, a copy of which is attached.

Fiscal Impact

Fees comprise a rather small portion of overall revenues. The fee increases on this list are rather minimal, as such will have a very small effect on City revenues. The proposed fee adjustments are either to cover City processing costs, create consistency among other fees or a simple name modification.

Recommendation

A recommendation is forthcoming from the Finance-Personnel Committee on November 12, 2024.

Attachments:

Fee Schedule Master (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4154

A Resolution Adopting the City of Mequon's Annual Fee Schedule for Fiscal Year 2025

A. On a periodic basis, the City of Mequon's Fee Schedule is reviewed by staff to ensure that various rates and fees charged by the City are commensurate with the City's actual costs related to those fees as well as to compare them with those charged in other similarly sized communities across southeastern Wisconsin.

B. On an annual basis, the City's Fee Schedule is recommended for adoption by the Finance-Personnel Committee, with all approved fee adjustments becoming effective on January 1 of the following fiscal year.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Mequon, Ozaukee County, Wisconsin, that the attached City Fee Schedule for Fiscal Year 2025 is authorized and implemented for use until further amended.

Approved by: Andrew Nerbun, Mayor

Date Approved: November 12, 2024

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on November 12, 2024.

Caroline Fochs, City Clerk



FEE SCHEDULE (Effective 01/01/2025)

FEE DESCRIPTION		FEE AMOUNT	PROPOSED 2025 CHANGE
ASSESSOR			
Database Sales Query		\$20.00	
Business List Query		\$20.00	
Database Ownership or Similar Query		\$20.00	
Complicated Database Query		\$40.00	
Digital Parcel Map		\$2.00	
Database Kiosk Print			
	Homeowner	\$0.00	
	Black and White (Per Page)	\$0.25	
	Color (Per Page)	\$0.50	
Special Request – Assessor Labor per Hour		\$75.00	
CITY CLERK			
Class A Beer		\$100.00	
Class A Liquor		\$500.00	
Class B Beer		\$100.00	
Class B Liquor		\$500.00	
Temporary Class B		\$10.00	
Class B Reserve Liquor		\$10,000.00	
Class C Wine		\$100.00	
Background Check		\$15.00	
Tavern Operation (Bartender) – 2 Year		\$100.00	
Provisional Tavern Operator		\$15.00	
Temporary Tavern Operator		\$10.00	
Tobacco Products		\$100.00	
Second Hand Jewelry		\$50.00	
Second Hand Article		\$50.00	
Amusement License		\$25.00	
Tavern Amusement License		\$250.00	
Vending Machine Distributor		\$80.00	
Machine Registration		\$25.00	
Peddlers, Canvassers & Solicitors		\$100.00	
Peddlers, Canvassers & Solicitors (Each Additional Person)		\$15.00	
Board of Appeals Filing Fee		\$250.00	
Fireworks Permit		\$100.00	
Gun Range Premise License		\$250.00	
Fee to Conduct Background Check for Gun Range Premise License		\$75.00	
License/Permit Replacement Fee		\$10.00	
Publication Fee		\$20.00	
Late Application Fee		\$50.00	
COMMUNITY DEVELOPMENT - INSPECTIONS (BUILDING/HEATING)			
Minimum Permit Fee (All Permits)		\$65.00	
Residence 1 & 2 Family and Attached Garage Per SF Living Area		\$0.40	
Residence Apt. 3 Family, Row Housing, Multiple Dwellings, Institution Per SF		\$0.40	
Residence Additions Per SF Living Area		\$0.40	
Basement Remodel/Fish Per SF		\$0.40	
Local Business, Office Building & Additions Per SF		\$0.40	
Manufacturing or Industrial Per SF (Office Areas to be Included Under Local Business)		\$0.35	
Permit to Start Construction of Footings & Foundations (Commercial/Manufacturing)		\$350.00	
Permit to Start Construction of Footings & Foundations (One and Two Family)		\$200.00	
Agricultural Buildings, Detached Garages and Accessory Building Per SF		\$0.28	
Where SF Cannot be Calculated		\$14 per \$1,000 valuation	
Foundation Repair		\$100	
Residing Per Building		\$60.00	
Kitchen Remodel		\$160.00	
Bathroom Remodel		\$120.00	
Heating & Incinerator Initial Fee Per Unit		\$55.00	
Each 50,000 BTU over 150,00 BTU (\$750.00 Max. Per Unit)		\$18.00	
Comm./Ind. Exhaust Hoods & Systems Per Unit		\$170.00	
Heating & A/C Distribution Systems Per 100 SF of Cond. Area		\$2.00	
A/C Per Unit 3 Tons or 36,000 BTU		\$55.00	
A/C Additional Fee Per each Ton Over 3 Tons or 12,000 BTU (\$750.00 Max. Per Unit)		\$18.00	
A/C Permanently Installed Wall Units		\$12.00	
Wrecking, Razing, or Interior Demolition Flat Fee (May be Waived at Inspector Discretion)		\$80.00	
Moving Buildings Over Public Ways Initial Fee		\$215.00	
Moving Buildings Over Public Ways Per SF		\$0.10	

Attachment: Fee Schedule Master (RESOLUTION 4154 : 2025 Fee Schedule)



FEE SCHEDULE (Effective 01/01/2025)

FEE DESCRIPTION		FEE AMOUNT	PROPOSED 2025 CHANGE
Accessory Building		\$60.00	
Fuel Tanks – Per 1,000 Gal. Per Install		\$24.00	
Min. Per Fuel Tank Installation		\$43.00	
Tank Removal, Repairs or Alterations 1,000 Gal. or Less		\$49.00	
Tank Removal More than 1,000 Gal.		\$73.00	
Re-Inspection Per Inspection (Applies after 2nd Inspection)		\$60.00	\$65.00
Plan Examination			
	One and Two Family Residence	\$235.00	
	Apartments, Three Family Residence, Row Housing, Multiple Family	\$285.00	
	Apartments, Three Family, Row Housing, Multiple Family Per Unit	\$25.00	
	Commercial, Industrial and Additions	\$285.00	
Plan Examination			
	Commercial Additions & Alternations	\$285.00	
	Residential/Commercial Small Project (At Plan Reviewer Discretion/May be Reduced to \$20.00)	\$24.00	
	Addition/Alterations to 1 & 2 Family	\$80.00	
	Accessory Bldg. 300 SF or More	\$65.00	
	Accessory Bldg. under 300 SF	\$65.00	
	Decks & Above Ground Swimming Pools	\$65.00	Remove "& Above Ground" words
	Heating Plans, Lighting & Energy Calculations (Submitted Separately)	\$60.00	
WI Uniform Building Permit Seal (State Fee)		\$60.00	
Occupancy Permit – Residential Per Unit		\$55.00	
Temporary Occupancy Permit - Residential		\$100.00	
Occupancy Permit - Commercial & Industrial Per Unit		\$205.00	
Temporary Occupancy Permit – Commercial & Industrial Per Unit		\$150.00	
Occupancy Permit - Commercial Additions & Alterations		\$60.00	
Tenant Finish		\$60.00	
Change of Occupancy Commercial & Industrial Per Unit		\$195.00	
Pools – In Ground/Above/Spas		\$14/\$1,000 Value or Max \$1,200	
Fences		\$65.00	
Decks and Sheds		\$65.00	
Solar Panels (\$60.00 Building; \$122.00 Electrical)		\$182.00	
Erosion Control Fee – Single Family		\$183.00	
Reinstate Building Permit (New)		35% Of Original Cost	
Amount Retained for Permits Refunded		\$65.00	
Security Deposit for Final Inspection, 10% of Permit Fee		\$65.00	
After Hours Inspection (2 Hour Min.)		\$150.00	
Architectural Board/Review			
	1 & 2 Family New Construction	\$100.00	
	Additions/Alternations to 1 & 2 Family	\$75.00	
	Accessory Building	\$65.00	
	Tree Inspection/Zoning Review	\$60.00	
Double Permit Fees Will be Charged Upon Failure to Obtain Permit Before Work, Except in Emergency Cases (\$500.00 Min. Fee)			
Note 1: Additional Fee for Plan Review May be Assessed at the Time of Application for Renewal of the Permit.			
Note 2: Application Fees are Paid For Any Item Requiring Architectural Board Approval. Fees Waived for Subsequent Appearances if Requested by Board.			
Note 3: SF Area Shall Be Defined as Follows: The Living Area of the Building Enclosed by the Interior Surface of the Exterior Walls Excluding the Basement.			
Note 4: In Determining Cost, All Construction Shall Be Included with the Exception of Heating, A/C, Electrical, and Plumbing Work.			
Note 5: State of Wisconsin, Uniform Dwelling Code Section ILHR 21.125 supersedes Chapter 3, Section 3.17 of the Zoning Code.			
COMMUNITY DEVELOPMENT - INSPECTIONS (ELECTRICAL)			
Re-Inspection (Per Inspection After 2nd Inspection)		\$65.00	
Failure to Call for Final Inspection (Double Initial Fee)		\$120.00 Min.	
Refund Retained		\$65.00	
Work Started Prior to Taking Permit		Double Fee	
Minimum Fee for Permit		\$65.00	
After Hours Inspection (2 Hour Min.) (\$75/HR)		\$150.00	
Fixtures – Incandescent & LED		\$1.00	
Tubular Lamps – Fluorescent, Cold Cathode, Lumiline and Mercury Vaper (Per Tube)		\$1.00	
Lights – Arc, Search, Flood, Mercury, Including Transformers		\$12.00	



FEE SCHEDULE (Effective 01/01/2025)

FEE DESCRIPTION	FEE AMOUNT	PROPOSED 2025 CHANGE
Yard Light and Standard	\$18.00	
Fuel Dispensing Pumps	\$60.00	
Stage Pockets, Spotlights and Apparatus	\$7.00	
Outlets for Fixtures, Switches, Receptacles, and Similar Devices	\$1.00	
Low Voltage Devices	\$1.00	
Vent Fans, Paddle Fans	\$6.00	
Electrical Range, Garbage Disposal, Dishwasher, Water Heater, Dryer, 30 & 50 Amp Outlet	\$12.00	
Automatic Central Heating – Residential	\$20.00	
Automatic Central Heating – Commercial	\$42.00	
Electrical Heating Device (Per KW) or Outlet	\$7.00	
Central A/C Unit, Refrigeration, Air Cooling or Similar – Residential	\$18.00	
Central A/C Unit, Refrigeration, Air Cooling or Similar – Commercial	\$36.00	
Central A/C Unit, Refrigeration, Air Cooling or Similar – Combo Units	\$60.00	
Generators, Rectifiers, Reactors, Welders, Capacitors, Converters, Transformers	\$36.00	
GFCI Devices	\$4.00	
Machines – Moving Picture, X-Rays, Stereopticon, High Frequency, and like Apparatus	\$36.00	
Motor (Per HP or Fraction of For EA. Motor)	\$1.00	
Water Pumps	\$18.00	
Residential Whirlpool, Jetted Tub	\$24.00	
Signs, Incandescent, Fluorescent & Neon	\$48.00	
Signals or Communication Devices – Audible or Visual	\$1.00	
Plug In Strip, Trole-E-Duct, Wireways, Busways, Raceways or Auxiliary Gutter (per Foot or Fraction of)	\$1.00	
Swimming Pool Grounding	\$72.00	
Spas and Hot Tubs (Indoor or Outdoor)	\$60.00	
Feeders or Sub-Feeder-Sub Panel	\$18.00	
Temp. Service/Install Period of 90 Days	\$60.00	
Fire Alarm Panel	\$60.00	
Overhauling Condemned Work	\$72.00	
Service Switched		
0-200 Amperes	\$50.00	
201-400 Amperes	\$60.00	
401-600 Amperes	\$80.00	
601-1,000 Amperes	\$90.00	
Per 100 Amperes Over 1,000	\$15.00	
COMMUNITY DEVELOPMENT - INSPECTIONS (PLUMBING)		
Minimum Permit Fee	\$65.00	
Well Abandonment	\$60.00	\$65.00
Well Operations Permit (5 Years)	\$122.00	
Starting Work Without Permit	Double Fee	
Failure to Order Final Inspection Before House is Occupied	\$120.00	
Each Re-Inspection	\$60.00	\$65.00 and Add wording "or After Expiration of the Permit"
Fire Protection Sprinkler New or Remodeled – Commercial or Residential, Full or Combined System	\$60.00	
After Hours Inspection (2 Hours) (75/HR)	\$150.00	
Sewer for First 100'	\$60.00	
Sewer Over 100' Per Foot Surcharge	\$1.00	
Outside Sanitary Sewer	\$60.00	
Outside Storm Sewer	\$60.00	
Inside Sanitary Sewer	\$60.00	
Inside Storm Sewer	\$60.00	
Water Service Minimum	\$60.00	
Storm/Sanitary	\$60.00	
Catch Basin Exterior	\$30.00	
Catch Basin Interior	\$20.00	
Manholes Exterior	\$30.00	
Manholes Interior	\$12.00	
Plumbing Fixtures – Each	\$12.00	
Refund Retained	\$60.00	\$65.00
Suppression System of Exhausted Hoods – Commercial	\$116.00	

Attachment: Fee Schedule Master (RESOLUTION 4154 : 2025 Fee Schedule)



FEE SCHEDULE (Effective 01/01/2025)

FEE DESCRIPTION		FEE AMOUNT	PROPOSED 2025 CHANGE
Water BPD fees - scaled up to 3/4" Main = \$50.00 / 1" Main = \$90.00 / 1.5" Main = \$140.00 / 2" Main = \$230.00 / 3" Main = \$440.00 / 4" Main = \$730.00 / 6" Main = \$1250.00			
COMMUNITY DEVELOPMENT - PLANNING			
Zoning Code Text Amendment		\$1,275.00	
Zoning Code Map Amendment*		\$1,275.00	
Land Use Plan Map Amendment*		\$1,275.00	
*If doing a Zoning Code Map and Land Use Plan Amendment at the same time, only one fee			
Conditional Use Petition		\$750.00	
Building Site Plan Amendment or Approval		\$750.00	
Consultation		\$400.00	
Minor Request		\$350.00	
Subdivision/Condo Concept		\$750.00	
Subdivision/Condo Preliminary Plat		750 + \$50/Lot	
Subdivision/Condo Development Agreement		\$750.00	
Subdivision/Condo Final Plat		\$750.00	
Land Division		\$750.00	
New Sign Design and Plan Approval		\$150.00	
Special Event Banner Permit		\$30.00	
On-Site Development Notice Sign Posting		\$5.00	
Zoning Letter Request		\$60.00	
Home Occupation Permit		\$60.00	
Business Occupancy Permit		\$125.00	
Annual Chicken Keeping Permit		\$65.00	
Short Term Rental Permit		\$60.00	
Staff Time Over 10 Hours on Any of the Above Will be Additionally Billed Hourly.			
Additional Charges May Be Incurred for Subsequent Plan Review.			
ENGINEERING			
Planning Commission Reviews			
	Engineer	\$100.00/Hr	
	Engineering Technician	\$91.00/Hr	
Green Infrastructure Plan Reviews			
	Engineer	\$100.00/Hr	
	Engineering Technician	\$91.00/Hr	
Erosion Control Permits – Site Grading			
	Residential – Initial Fee	\$600.00	
	Residential – Per Lots or Units	\$6.00	
	Commercial/Industrial – Initial Fee	\$300.00	
	Commercial/Industrial – Per 1,000 SF Distributed Area	\$6.00	
	General Use Residential – Initial Fee	\$30.00	
	General Use Residential – Per 1,000 SF Distributed Area	\$4.00	
	Permit Extension Fee	1/12 of Fee/Month	
Filling Permits			
	0-250 CY	\$60.00	
	251-1,000 CY	\$120.00	
	Permit Extension Fee	1/12 of Fee/Month	
Floodplain Letters		\$66.00	
Waste Hauler Permit		\$60.00	
Waste Hauler Additional Per Vehicle – 7 to 12 Tons		\$25.00	
Waste Hauler Additional Per Vehicle – Over 12 Tons		\$50.00	
Holding Tank Agreement Recording and Processing Fee			\$165.00 New Fee
Lateral Abandonment Inspection		\$100.00	
Drainage Financial Guarantee			
	For land disturbing activities listed in Section 58-674(c)	125 percent of the estimated cost of construction and maintenance of the stormwater management practices	
	For land disturbing activities listed in Section 58-674(d)	\$50 per 100 square foot of additional impervious surface	
FINANCE			
Real Estate Property Status Report Rush Fee		\$60.00	
Real Estate Property Status Report Rush Fee (1-3 Business Days)		\$35.00	
Dog License Unneutered/Unspayed		\$15.00	
Dog License Neutered/Spayed		\$10.00	
Dog License Replacement		\$10.00	
Dog License Late Fee		\$5.00	



FEE SCHEDULE (Effective 01/01/2025)

FEE DESCRIPTION		FEE AMOUNT	PROPOSED 2025 CHANGE
Check Returned/Insufficient Funds		\$35.00	
Special Request – GIS Maps		Time & Materials	
Photocopies & Reprinting of Existing Maps		\$1.00	
Brush Permit		\$25.00	
Lost Brush Permit Replacement Fee		\$5.00	
Interest on Delinquent Receivables		1.5% Per Month	
PARKS			
Park Rental*			
	Non-Mequon/Thiensville Resident Rental Upcharge	\$100.00	
	Outdoor Concessions (Per Tent/Table)*	\$25.00	
	Additional Setup/Cleanup (4 hours)	\$100.00	
Lemke Park *			
	Lemke Pavilion‡	\$150.00	
	Lemke Pavilion – Security Deposit	\$50.00	
Rotary Park*			
	Reuter Pavilion‡ – Under 150 People	\$475.00	
	Reuter Pavilion‡ – Corp. or Over 150 People	\$500.00	
	Reuter Pavilion‡ – Concessions Only	\$225.00	
	Reuter Pavilion – Security Deposit	\$200.00	
	Rotary Pavilion‡	\$225.00	
	Rotary Pavilion or Gazebo – Security Deposit	\$100.00	
	Gazebo Only	\$225.00	
	Gazebo with Pavilion Rental	\$100.00	
	Holding Tank Pumping Fee per 5,000 gallons*	\$135.00	
	Holding Tank Pumping Fee per 10,000 gallons*	\$270.00	
	Portable Restroom Service*†	\$115.00	
River Barn Park*			
	River Barn Pavilion‡	\$475.00	
	River Barn Security Deposit	\$200.00	
	River Barn Concessions Only	\$225.00	
Athletic Field Use (2 Hours)*			
	Non-Mequon/Thiensville User Upcharge- One Time Fee Per Season	\$100.00	
	<i>Season User Fee Deposit Per Field</i>		
	0-20 Field Use Deposit	\$100.00	
	20-40 Field Use Deposit	\$200.00	
	40-60 Field Use Deposit	\$300.00	
	60-80 Field Use Deposit	\$400.00	
	80-100 Field Use Deposit	\$500.00	
	Lacrosse Field Per Use	\$80.00	
	Soccer/Football Field Per Use	\$80.00	
	River Barn Field 1 Per Use	\$58.00	
	River Barn Field 2 Per Use	\$64.50	
	River Barn Field 3 Per Use	\$56.00	
	Rotary Schmit Per Use	\$76.00	
	Rotary South Per Use	\$53.50	
	Rotary Central Per Use – With Field Maintenance (In Season)	\$89.00	
	Rotary North West	\$59.00	
	Rennicke Per Use	\$147.50	
	Lemke Orange Per Use	\$55.00	
	Lemke Blue Per Use	\$62.00	
	Mequon/Thiensville User Tournament Fee ^o	\$600.00	
	Non-Mequon/Thiensville User Tournament Fee ^o	\$975.00	
*Plus applicable taxes for non-exempt groups			
†Required for Events with over 200 people			
‡Per Rental Agreement, Pavilion Rentals Include 2-hour Setup and 1-Hour Cleanup			
^o Tournaments at Rotary Park require Holding Tank Pumping in addition to the Tournament Fee			
POLICE			
Weapons Discharge Fee		\$30.00	
Lost Weapons Permit Replacement		\$5.00	



FEE SCHEDULE (Effective 01/01/2025)

FEE DESCRIPTION		FEE AMOUNT	PROPOSED 2025 CHANGE
Parking Citation		\$25.00	
Vehicle Impound Storage Over 30 Days (Per Day)		\$15.00	
Finger Printing		\$20.00	
Photos (Each)		\$1.75	
Water Ski		\$25.00	
False Alarm Fee* (Per Calendar Year)			
	1st	\$0.00	
	2nd	\$200.00	
	3rd	\$300.00	
	4th and Subsequent	\$400.00	
*Multiple False Alarms within 48 Hour Period Due to a Security System Failure/Defect will Count as Single Event.			
Audio/Video Tape and Computer Media		\$25.00	
Capital Cost of Patrol Squad Per Hour		\$2.48	
Accident Report		\$3.00	
Audio/Video Tapes & Computer Media – CD		\$15.00	
Audio/Video Tapes & Computer Media – USB Flash Drive		\$25.00	
PUBLIC WORKS			
New Culvert – 24' Long, Up to 24" Diameter		\$2,350.00	
Extra Culvert Length Per Foot		\$55.00	
Culvert Replacement		\$3,955.00	
Culvert Replacement – Road Program		\$1,190.00	
Temporary Culvert (Max. 12 Months)		\$2,350.00	
Credit Upon Removal		\$250.00	
Culvert Relay		\$2,350.00	
Street Tree Replacement		\$125.00	\$150.00
Equipment Charge			Prevailing State Highway Maintenance Manual Rate
Blue Sign			
	Installation Fee (Initial or Replacement)	\$250.00	
	Annual Fee	\$100.00	
All Other Signs (New or Accident Replacement)		Procurement Cost Plus Shipping, Plus \$20.00 Admin Fee	
SEWER UTILITY			
Connection Fees			
	City installed sanitary sewer; lateral available to property line	\$600.00	
	City installed sanitary sewer; no lateral available to property line	\$400.00	
	If paid by the Developer at Final Plat	\$0.00	
Residential User Charge (Quarterly)		\$83.00	\$85.00
Non-Residential User Charge Rate		\$8.04/1,000gal	\$8.479/1,000gal
SWIMMING POOL			
Daily Swimming Pool			
	Resident – Under 3 Years	Free	
	Resident – 3 to 12 Years	\$5.00	
	Resident – 13 - 64 Years	\$6.00	
	Resident - Senior (65 & Older)	\$3.00	
	Thiensville – Under 3 Years	Free	
	Thiensville – 3 to 12 Years	\$6.00	
	Thiensville – 13 - 64 Years	\$7.00	
	Thiensville - Senior (65 & Older)	\$4.00	
	Non Resident – Under 3 Years	Free	
	Non Resident – 3 to 12 Years	\$7.00	
	Non Resident – 13 - 64 Years	\$8.00	
	Non Resident - Senior (65 & Older)	\$6.00	
	Nanny	\$3.00	
Seasonal Swimming Pool			
	Resident – Under 3 Years	Free	
	Resident – 3 to 12 Years	\$55.00	
	Resident – 13 - 64 Years	\$75.00	
	Resident - Senior (65 & Older)	\$50.00	
	Resident - Family	\$120.00	
	Thiensville – Under 3 Years	Free	
	Thiensville – 3 to 12 Years	\$70.00	
	Thiensville – 13 - 64 Years	\$90.00	
	Thiensville - Senior (65 & Older)	\$55.00	



FEE SCHEDULE (Effective 01/01/2025)

FEE DESCRIPTION		FEE AMOUNT	PROPOSED 2025 CHANGE
	Thiensville - Family	\$150.00	
	Non Resident – Under 3 Years	Free	
	Non Resident – 3 to 12 Years	\$85.00	
	Non Resident – 13 - 64 Years	\$110.00	
	Non Resident - Senior (65 & Older)	\$100.00	
	Non Resident – Family	\$200.00	
Super Pass			
	Resident - Individual	\$25.00	
	Resident - Family	\$40.00	
	Thiensville - Individual	\$30.00	
	Thiensville - Family	\$50.00	
	Non Resident - Individual	\$35.00	
	Non Resident - Family	\$55.00	
Nanny Pass		\$35.00	
Lifeguard Certification		\$250.00	
Mequon Lifeguard Certification Reimbursement		\$125.00	
Pool Rental Fee			
Number of Attendees	Mequon Resident	Thiensville Resident	Non-M/T Resident
1-50 attendees (2 hours)	\$250.00	\$275.00	\$300.00
51-99 attendees (2 hours)	\$300.00	\$325.00	\$400.00
100+ attendees (2 hours)	\$350.00	\$375.00	\$500.00
WATER UTILITY			
Late Payment Charge		1% per month	
Standard Revenue Credit			
Reconnection Charges			
	Normal Business Hours†	\$50.00	
	After Normal Business Hours†	\$75.00	
Standard Street Lateral Costs*			
	1 ¼ inch	\$5,000.00	
	1 ½ inch	\$5,500.00	
	2 inch	\$6,000.00	
	4 inch	\$7,500.00	
	6 inch	\$10,500.00	
Standard Local Delivery Main Costs (per Residential Equivalent Unit)		\$2,398.95	
Standard System Costs (per Residential Equivalent Unit)		\$1,080.48	
Standard Revenue Credit (per Residential Equivalent Unit)		Equals Standard System Costs	
Standard Local Delivery Main Extension and Connecting Main Costs		Cost per foot or each	
(applies to non-developer main extensions of 1,000 feet or less)		Low/Med/High	
Water main – spoil backfill			
	8 inch	\$80/\$95/\$115	
	12 inch	\$90/\$110/\$135	
	16 inch	\$120/\$140/\$160	
Water main – granular backfill			
	8 inch	\$105/\$135/\$160	
	12 inch	\$115/\$145/\$180	
	16 inch	\$120/\$160/\$200	
Water main – slurry backfill			
	8 inch	\$135/\$155/\$175	
	12 inch	\$150/\$165/\$200	
	16 inch	\$225/\$250/\$275	
Water main – directional drilled			
	8 inch	\$170/\$190/\$225	
	12 inch	\$200/\$225/\$270	
	16 inch	\$220/\$270/\$324	
Water main – bore and jack			
	8 inch	\$500/\$600/\$700	
	12 inch	\$600/\$700/\$800	
	16 inch	\$700/\$800/\$900	
Restoration (based on 6 foot wide trench)			
	Turf	\$10/\$15/\$20	
	Asphalt Roadway	\$40/\$45/\$55	
	Asphalt Driveway	\$30/\$45/\$55	
	Concrete Roadway	\$37/\$45/\$53	
	Concrete Driveway	\$18/\$20/\$30	
	Sidewalk	\$20/\$25/\$30	
	Gravel Shoulder	\$5/\$10/\$15	
	Concrete Curb & Gutter	\$30/\$35/\$40	
	Erosion Mat	\$1.50/\$3/\$4	



FEE SCHEDULE (Effective 01/01/2025)

FEE DESCRIPTION		FEE AMOUNT	PROPOSED 2025 CHANGE
	Heavy Duty Erosion Mat	\$3/\$4/\$5	
Erosion Control			
	Silt Fence	\$2.40/\$3/\$4	
	Rock Bag Ditch Check	\$92/\$115/\$138	
	Sediment Logs	\$240/\$300/\$360	
	Hay Bales	\$12/\$15/\$18	
Hydrant Assembly		\$5,600/\$7,000/\$8,400	
Valve & Valve Box			
	8 inch	\$1,750/\$2,000/\$2,500	
	12 inch	\$2,150/\$2,700/\$3,250	
	16 inch	\$3,000/\$3,500/\$4,200	
Connection to Existing Main			
	6 inch	\$5,000/\$5,400/\$6,500	
	8 inch	\$5,000/\$5,400/\$6,500	
	10 inch	\$6,000/\$6,500/\$7,800	
	12 inch	\$7,000/\$7,500/\$9,000	
	16 inch	\$8,000/\$8,750/\$10,500	
Public Fire Protection			
	5/8 inch	\$30.15	
	3/4 inch	\$45.26	
	1 inch	\$75.52	
	1 1/2 inch	\$150.76	
	2 inch	\$241.37	
	3 inch	\$452.24	
	4 inch	\$753.74	
	6 inch	\$1,507.47	
	8 inch	\$2,411.66	
	10 inch	\$3,617.65	
	12 inch	\$4,823.33	
Service Charge			
	5/8 inch	\$31.32	
	3/4 inch	\$41.16	
	1 inch	\$64.72	
	1 1/2 inch	\$119.31	
	2 inch	\$178.95	
	3 inch	\$274.39	
	4 inch	\$393.71	
	6 inch	\$629.33	
	8 inch	\$981.26	
	10 inch	\$1,470.41	
	12 inch	\$1,959.55	
Quarterly Volume Charges			
	First 150,000 gallons each quarter	\$5.29/1,000 gallons	
	Next 350,000 gallons each quarter	\$4.99/1,000 gallons	
	Over 500,000 gallons each quarter	\$4.49/1,000 gallons	
Quarterly Private Fire Protection Charges			
	2 inch	\$34.08	
	3 inch	\$63.90	
	4 inch	\$106.50	
	6 inch	\$213.00	
	8 inch	\$340.80	
	10 inch	\$511.20	
	12 inch	\$681.60	
	14 inch	\$852.00	
	16 inch	\$1,022.40	
†Normal business hours are Monday through Friday from 8 a.m. to 4:30 p.m., excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day (1/2 day).			
*Costs are based on 30 feet average			



FEE SCHEDULE (Effective 01/01/2025)

FEE DESCRIPTION		FEE AMOUNT	PROPOSED 2025 CHANGE
Southern Ozaukee Fire & EMS Department			
AMBULANCE			
Basic Life Support – Resident		\$1,200.00	\$1,300.00
Basic Life Support – Non-Resident		\$1,400.00	
Advanced Life Support – Resident		\$1,500.00	
Advanced Life Support - Non-Resident		\$1,550.00	
Advanced Life Support 2 - Resident		\$1,700.00	
Advanced Life Support 2 - Non-Resident		\$1,800.00	
Specialty Care Transport - Resident		\$2,100.00	
Specialty Care Transport - Non-Resident		\$2,100.00	
Basic Life Support On Scene Care - Resident		\$325.00	\$400.00
Basic Life Support On Scene Care - Non-Resident		\$350.00	\$450.00
Advanced Life Support On Scene Care - Resident		\$600.00	\$700.00
Advanced Life Support On Scene Care - Non-Resident		\$700.00	\$750.00
Mileage Rate - Resident		\$25.00	
Mileage Rate – Non-Resident		\$26.00	
ANNUAL INSPECTION			
Under 25,000 Square Feet		\$20.00	
25,001 - 50,000 Square Feet		\$40.00	
50,001 - 75,000 Square Feet		\$60.00	
75,001 - 100,000 Square Feet		\$80.00	
100,001 - 125,000 Square Feet		\$100.00	
125,001 - 150,000 Square Feet		\$120.00	
Each 25,000 Square Feet Over 150,000		\$20.00	
Community-Based Residential Facilities & Group Homes		\$80.00	
SPRINKLER, ALARM & OTHER SUPPRESSION SYSTEMS			
Minimum Sprinkler, Alarm & Other Suppression Systems Hourly Fee		\$75.00	
Plan Review (per Hour)		\$75.00	
Underground Hydrostatic Test (per Hour)		\$75.00	
Underground Flush Test (per Hour)		\$75.00	
Rough-In Inspection (per Hour)		\$75.00	
Hydrostatic Test (per Hour)		\$75.00	
Dry Valve Drip Test (per Hour)		\$75.00	
Alarm Test (per Hour)		\$75.00	
Hood Test (per Hour)		\$75.00	
Bi-Directional Amplifier (per Hour)		\$75.00	
Variance Requests (per Hour)		\$75.00	
Temporary Heating Source (per Hour)		\$75.00	
Smoke Evacuation/Control Systems (per Hour)		\$75.00	
Spray Booth Operations (per Hour)		\$75.00	
Propane Tanks > 250 lbs.		\$25.00	
Final Inspection/Test (per Hour)		\$75.00	
Re-Inspection Fee		\$75.00	
PERMITS			
Annual Burn Permit		\$20.00	
Mobile Kitchen Permit		\$20.00	
Alarm Installation Permit		\$60.00	
Sprinkler Installation Permit		\$60.00	
Fireworks Permit		\$75.00	
Hood Installation Permit		\$116.00	
FALSE ALARMS			
False Alarm Fee (Per Calendar Year)			
	1st	\$0.00	
	2nd	\$200.00	
	3rd	\$300.00	
	4th and Subsequent	\$400.00	
OTHER			
Non-Resident Accident Recovery Fee (per Vehicle)		\$500.00	
Dedicated Stand-by Ambulance (per Hour)		\$200.00	

Attachment: Fee Schedule Master (RESOLUTION 4154 : 2025 Fee Schedule)



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2956
Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Finance

TO: Common Council
FROM: Brenda Arnett, Finance Director
DATE: September 28, 2023
SUBJECT: RESOLUTION 4155 A Resolution Approving Execution of an Engagement Letter for Auditing Services During Fiscal Years 2024-2028 with Baker Tilly US, LLP, Milwaukee, Wisconsin, in an Amount Not-to-Exceed \$252,300

Background

The City's one-year contract extension with Baker Tilly US, LLP for auditing services expired with the conclusion of the Fiscal Year audit earlier this year. Baker Tilly has been the City's auditor for the last 16 years beginning with fiscal year 2008. Accordingly, the City needs to renew its engagement with Baker Tilly US, LLP, in order to commence interim fieldwork in the coming months for audit services for Fiscal Year 2024 and beyond.

Analysis

Periodically, the City does an in-depth review of audit services in accordance with best practices by issuing a request for proposal to public accounting firms who perform audits of local governments in Wisconsin. The review criteria include evaluating qualifications, firm experience, educational opportunities, and cost. This process was last conducted six years ago with seven responses received. At the time, Baker Tilly was determined to be the top contender, receiving the highest overall total score considering all of the evaluation factors.

Over the years, the City of Mequon has been very pleased with the audit services performed by Baker Tilly. In order to provide the most economical fees, a new multi-year engagement with Baker Tilly is recommended.

Fiscal Impact

The total fee proposed by Baker Tilly for fiscal years 2024-2028 is \$252,300. For Fiscal Year 2023, the City's total fee was \$32,750. It should be noted that nearly half of the annual audit fees are charged to the Sewer (610669-683201) and Water (620679-923001) Utilities, and the other half to the General Fund (110118-683201). Adequate funds reflecting the anticipated cost increases associated with this renewal and illustrated below are included in each of the three affected budgets on a pro-rata basis beginning next year.

Fiscal Year	Financial Statement Audit	PSC Report	Total
2024	\$45,500	\$3,000	\$48,500
2025	\$45,500	\$3,000	\$48,500
2026	\$47,775	\$3,150	\$50,925
2027	\$47,775	\$3,150	\$50,925

2028	\$50,150	\$3,300	\$53,450
Total	\$236,700	\$15,600	\$252,300

Recommendation

A recommendation from the Finance-Personnel Committee is forthcoming on November 12, 2024.

Attachments:

2024-2028 Engagement Letter (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4155

A Resolution Approving Execution of an Engagement Letter for Auditing Services During Fiscal Years 2024-2028 with Baker Tilly US, LLP, Milwaukee, Wisconsin, in an Amount Not-to-Exceed \$252,300

RECITALS

A. The City's contract with Baker Tilly US, LLP, for audit services ends with an audit of the City's fiscal year ending December 31, 2023.

B. The Finance Director recommends retaining Baker Tilly based upon the last RFP process and actual experience which suggests that Baker Tilly best meets the technical and financial requirements set by the City of Mequon.

C. The Finance Director and Finance-Personnel Committee have discussed the matter and recommend Baker Tilly be engaged to provide auditing services for fiscal years 2024-2028.

D. The \$252,300 fee involved for this proposal is budgeted in the contracted services accounts for the Finance Department (#110118-683201), the Sewer (#610669-683201) and the Water (#620679-923001) Utility accounts for the fiscal years 2024-2028.

E. The City of Mequon will engage in a multi-year engagement to utilize the most economical fee schedule.

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

1. The Engagement Agreement with Baker Tilly US, LLP for auditing services for the fiscal years ending December 31, 2024, through December 31, 2028, is approved subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

Approved by: Andrew Nerbun, Mayor

Date Approved: November 12, 2024

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on November 12, 2024.

Caroline Fochs, City Clerk



Baker Tilly US, LLP
790 N Water St
Suite 2000
Milwaukee, WI 53202
United States of America

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F: +1 (414) 777 5555

bakertilly.com

October 1, 2024

Ms. Brenda Arnett
Finance Director
City of Mequon
11333 N. Cedarburg Road
Mequon, Wisconsin 53092

Dear Ms. Arnett:

Thank you for using Baker Tilly US, LLP (Baker Tilly, we, our) as your auditors.

The purpose of this letter (the Engagement Letter) is to confirm our understanding of the terms and objectives of our engagement and the nature of the services we will provide as independent accountants of the City of Mequon (Client, you, your).

Service and Related Report

We will audit the basic financial statements of the City of Mequon as of and for the year ended December 31, 2024, 2025, 2026, 2027 and 2028, and the related notes to the financial statements. Upon completion of our audit, we will provide the City of Mequon with our audit report on the financial statements and supplemental information referred to below. If, for any reasons caused by or relating to the affairs or management of the City of Mequon, we are unable to complete the audit or are unable to or have not formed an opinion, or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to issue a report as a result of this engagement.

The following supplementary information accompanying the financial statements will also be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

> Combining and Individual Fund Financial Statements

Ms. Brenda Arnett
City of Mequon

October 1, 2024
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Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis, to supplement the City of Mequon's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. As part of our engagement, we will apply certain limited procedures to the City of Mequon's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's response to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- > Management's Discussion and Analysis
- > Budget Comparison Schedules
- > OPEB - related schedules
- > Pension - related schedules

We will read the following other information accompanying the financial statements to identify any material inconsistencies with the audited financial statements; however, the other information will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditor's report will not provide an opinion or any assurance on that other information:

- > Introductory Section
- > Statistical Section

Our report does not include reporting on key audit matters.

Our Responsibilities and Limitations

The objective of a financial statement audit is the expression of an opinion on the financial statements. We will be responsible for performing that audit in accordance with auditing standards generally accepted in the United States of America (GAAS). These standards require that we plan and perform our audit to obtain reasonable, rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. A misstatement is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user based on the financial statements. The audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit does not relieve management and those charged with governance of their responsibilities. Our audit is limited to the period covered by our audit and does not extend to any later periods during which we are not engaged as auditor.

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The audit will include obtaining an understanding of the City of Mequon and its environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to determine the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal controls or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control matters that are required to be communicated under professional standards.

We are also responsible for determining that those charged with governance are informed about certain other matters related to the conduct of the audit, including (i) our responsibility under GAAS, (ii) an overview of the planned scope and timing of the audit, and (iii) significant findings from the audit, which include (a) our views about the qualitative aspects of your significant accounting practices, accounting estimates, and financial statement disclosures; (b) difficulties encountered in performing the audit; (c) uncorrected misstatements and material corrected misstatements that were brought to the attention of management as a result of auditing procedures; and (d) other significant and relevant findings or issues (e.g., any disagreements with management about matters that could be significant to your financial statements or our report thereon, consultations with other independent accountants, issues discussed prior to our retention as independent auditors, fraud and illegal acts, and all significant deficiencies and material weaknesses identified during the audit). Lastly, we are responsible for ensuring that those charged with governance receive copies of certain written communications between us and management including written communications on accounting, auditing, internal controls or operational matters and representations that we are requesting from management.

The audit will not be planned or conducted in contemplation of reliance of any specific third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be addressed differently by a third party, possibly in connection with a specific transaction.

Management's Responsibilities

Our audit will be conducted on the basis that the City of Mequon's management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- > For the preparation and fair presentation of the financial statements and supplementary information in accordance with accounting principles generally accepted in the United States of America;
- > For the design, implementation, establishment, and maintenance of internal control relevant to the preparation and fair presentation of financial statements and supplementary information that are free from material misstatement, whether due to fraud or error; and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met and;
- > To provide us with:
 - Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements and supplementary information such as records, documentation, and other matters;
 - Additional information that we may request from management for the purpose of the audit; and
 - Unrestricted access to persons within the City of Mequon from whom we determine it necessary to obtain audit evidence

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Management is responsible for (i) adjusting the basic financial statements to correct material misstatements and for affirming to us in a management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period under audit are immaterial, both individually and in the aggregate, to the basic financial statements taken as a whole, and (ii) notifying us of all material weaknesses, including other significant deficiencies, in the design or operation of your internal control over financial reporting that are reasonably likely to adversely affect your ability to record, process, summarize and report external financial data reliably in accordance with GAAP. Management is also responsible for identifying and ensuring that the City of Mequon complies with the laws and regulations applicable to its activities.

As part of our audit process, we will request from management and, when appropriate, those charge with governance written confirmation concerning representations made to us in connection with the audit.

Baker Tilly is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 15B of the Securities Exchange Act of 1934 (the Act). Baker Tilly is not recommending an action to the City of Mequon; is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Act to you with respect to the information and material contained in the deliverables issued under this engagement. Any municipal advisory services would only be performed by Baker Tilly Municipal Advisors LLC (BTMA) pursuant to a separate engagement letter between you and BTMA. You should discuss any information and material contained in the deliverables with any and all internal and external advisors and experts that you deem appropriate before acting on this information or material.

Nonattest Services

Prior to or as part of our audit engagement, it may be necessary for either Baker Tilly US, LLP or Baker Tilly Advisory Group, LP to perform certain nonattest services.

Nonattest services that we or Baker Tilly Advisory Group, LP will be providing are as follows:

- > Financial statement preparation
- > Adjusting journal entries, as needed
- > Compiled regulatory reports

None of these nonattest services constitute an audit under generally accepted auditing standards.

Baker Tilly US, LLP and Baker Tilly Advisory Group, LP will not perform any management functions or make management decisions on your behalf with respect to any nonattest services provided.

In connection with our performance of any nonattest services, Baker Tilly US, LLP or Baker Tilly Advisory Group, LP agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services performed.
- > Evaluate the adequacy and results of the nonattest services performed.

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- > Accept responsibility for the results of the nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

On a periodic basis, as needed, we will meet with you to discuss your accounting records and the management implications of your financial statements. We will notify you, in writing, of any matters that we believe you should be aware of and will meet with you upon request.

In addition to the audit services discussed above, we will compile the annual Financial Report Form to the Wisconsin Department of Revenue and the Public Service Commission Annual Report. See Addendums A and B attached, which are an integral part of this Engagement Letter.

Other Documents

If you intend to reproduce or publish the financial statements in an annual report or other information (excluding official statements), and make reference to our firm name in connection therewith, you agree to publish the financial statements in their entirety. In addition, you agree to provide us, for our approval and consent, proofs before printing and final materials before distribution.

If you intend to reproduce or publish the financial statements in an official statement, unless we establish a separate agreement to be involved in the issuance, any official statements issued by the City of Mequon must contain a statement that Baker Tilly is not associated with the official statement, which shall read "Baker Tilly US, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Baker Tilly US, LLP, has also not performed any procedures relating to this official statement."

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

The documentation for this engagement, including the workpapers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. Baker Tilly does not retain any original client records and we will return such records to you at the completion of the services rendered under this engagement. When such records are returned to you, it is the City of Mequon's responsibility to retain and protect its accounting and other business records for future use, including potential review by any government or other regulatory agencies. By your signature below, you acknowledge and agree that, upon the expiration of the documentation retention period, Baker Tilly shall be free to destroy our workpapers related to this engagement. If we are required by law, regulation or professional standards to make certain documentation available to regulators, the City of Mequon hereby authorizes us to do so.

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Timing and Fees

Invoices for these fees will be rendered each month as work progresses and are payable on presentation. Fees are payable upon presentation. A charge of 1.5 percent per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until the account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. the City of Mequon will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. In the event that collection procedures are required, the City of Mequon agrees to be responsible for all expenses of collection including related attorneys' fees.

Our fee estimate is based on certain assumptions. Certain circumstances may arise during the course of our audit that could significantly affect the targeted completion date or our fee estimate, and additional fees may be necessary as a result. Such circumstances include but are not limited to the following:

- Changes to the timing of the engagement initiated by the City of Mequon, which may require the reassignment of our personnel.
- The City of Mequon's failure to provide all information requested by us (i) on the date requested, (ii) in the form acceptable to us, (iii) with no mathematical errors, and (iv) in agreement with the appropriate the City of Mequon records.
- Significant delays in responding to inquiries made of the City of Mequon personnel, or significant changes in the City of Mequon accounting policies or practices, or in the City of Mequon's accounting personnel, their responsibilities, or their availability.
- Significant delays or errors in the draft financial statements and necessary schedules prepared by the City of Mequon's personnel.
- Implementation of new general ledger software or a new chart of accounts by the City of Mequon.
- Significant changes in the City of Mequon's business operations, including business combinations, the creation of new entities, divisions, or subsidiaries within the City of Mequon, significant new employment or equity agreements, or significant subsequent events. Certain business transactions or changes in business operations or conditions, financial reporting, and/or auditing standards may require us to utilize the services of internal or external valuation or tax specialists.
- New financing arrangements or modifications to existing financing arrangements, or significant new federal or state funding.
- Significant deficiencies or material weaknesses in the design or operating effectiveness of the City of Mequon's internal control over financial reporting identified during the audit.
- A significant level of proposed audit adjustments.
- Issuance of additional accounting or auditing standards subsequent to or effective for the periods covered by this Engagement Letter.
- Circumstances beyond our control.

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For new business transactions or changes in business operations or conditions, financial reporting and/or auditing standards may require us to utilize the services of internal or external valuation or tax specialists. This includes matters such as business combinations, impairment evaluations, and going concern evaluation, among other potential needs for specialists. The time and cost of such services are not included in the fee estimate provided.

Revisions to the scope of our work will be communicated to you and may be set forth in the form of an "Amendment to Existing Engagement Letter." In addition, if we discover compliance issues that require us to perform additional procedures and/or provide assistance with these matters, fees at our standard hourly rates apply.

Our fees are as noted in the table below. In addition to professional fees, our invoices will include our standard administrative charge, plus travel and subsistence and other out-of-pocket expenses related to the engagement. Our fee does not include continuing compliance with GASB 87 and 96.

Year	Financial statement audit	PSC report
2024	\$ 45,500	\$ 3,000
2025	45,500	3,000
2026	47,775	3,150
2027	47,775	3,150
2028	50,150	3,300

To the extent applicable, Baker Tilly's fees are exclusive of any federal, national, regional, state, provincial or local taxes, including any VAT or other withholdings, imposed on this transaction, the fees, or on Client's use of the Services or possession of the Deliverable (individually or collectively, the Taxes). All applicable Taxes shall be paid by Client without deduction from any fees owed by Client to Baker Tilly. In the event Client fails to pay any Taxes when due, Client shall defend, indemnify, and hold harmless Baker Tilly, its officers, agents, employees and consultants from and against any and all fines, penalties, damages, costs (including, but not limited to, claims, liabilities or losses arising from or related to such failure by Client) and will pay any and all damages, as well as all costs, including, but not limited to, mediation and arbitration fees and expenses as well as attorneys' fees, associated with Client's breach of this section.

We may use temporary contract staff to perform certain tasks on your engagement and will bill for that time at the rate that corresponds to Baker Tilly staff providing a similar level of service. Upon request, we will be happy to provide details on training, supervision and billing arrangements we use in connection with these professionals. Additionally, we may from time to time, and depending on the circumstances, use service providers (e.g., to act as a specialist or audit an element of the financial statements) in serving your account. We may share confidential information about you with these contract staff and service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all contract staff and service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the contract staff or third-party service provider. Furthermore, the firm will remain responsible for the work provided by any such contract staff or third-party service providers.

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To the extent the Services require Baker Tilly to receive personal data or personal information from Client, Baker Tilly may process, and engage subcontractors to assist with processing, any personal data or personal information, as those terms are defined in applicable privacy laws. Baker Tilly's processing shall be in accordance with the requirements of the applicable privacy laws relevant to the processing in providing Services hereunder, including Services performed to meet the business purposes of the Client, such as Baker Tilly's tax, advisory, and other consulting services. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Baker Tilly or its Clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records, and other similar requirements applicable to the processing of personal data or personal information. Baker Tilly is acting as a Service Provider/Data Processor, as those terms are defined respectively under the CCPA/GDPR, in relation to Client personal data and personal information. As a Service Provider/Data Processor processing personal data or personal information on behalf of Client, Baker Tilly shall, unless otherwise permitted by applicable privacy law, (a) follow Client instructions; (b) not sell personal data or personal information collected from the Client or share the personal data or personal information for purposes of targeted advertising; (c) process personal data or personal information solely for purposes related to the Client's engagement and not for Baker Tilly's own commercial purposes; and (d) cooperate with and provide reasonable assistance to Client to ensure compliance with applicable privacy laws. Client is responsible for notifying Baker Tilly of any applicable privacy laws the personal data or personal information provided to Baker Tilly is subject to, and Client represents and warrants it has all necessary authority (including any legally required consent from individuals) to transfer such information and authorize Baker Tilly to process such information in connection with the Services described herein. Client further understands Baker Tilly US, LLP and Baker Tilly Advisory Group, LP will co-process Client data as necessary to perform the Services, pursuant to the alternative practice structure in place between the two entities. Baker Tilly Advisory Group, LP maintains custody of client files for both entities. By executing this Engagement Letter, you hereby consent to the transfer to Baker Tilly Advisory Group, LP of all your Client files, workpapers and work product. Baker Tilly Advisory Group, LP is bound by the same confidentiality obligations as Baker Tilly US, LLP. Baker Tilly is responsible for notifying Client if Baker Tilly becomes aware that it can no longer comply with any applicable privacy law and, upon such notice, shall permit Client to take reasonable and appropriate steps to remediate personal data or personal information processing. Client agrees that Baker Tilly has the right to utilize Client data to improve internal processes and procedures and to generate aggregated/de-identified data from the data provided by Client to be used for Baker Tilly business purposes and with the outputs owned by Baker Tilly. For clarity, Baker Tilly will only disclose aggregated/de-identified data in a form that does not identify Client, Client employees, or any other individual or business entity and that is stripped of all persistent identifiers. Client is not responsible for Baker Tilly's use of aggregated/de-identified data.

Baker Tilly has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in Baker Tilly's policies and procedures, system design documentation and contracts with customers. Information security policies have been implemented that define our approach to how systems and data are protected. Client is responsible for providing timely written notification to Baker Tilly of any additions, changes or removals of access for Client personnel to Baker Tilly provided systems or applications. If Client becomes aware of any known or suspected information security or privacy related incidents or breaches related to this agreement, Client should timely notify Baker Tilly via email at dataprotectionofficer@bakertilly.com.

Any additional services that may be requested, and we agree to provide, may be the subject of a separate engagement letter.

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We may be required to disclose confidential information to federal, state and international regulatory bodies or a court in criminal or other civil litigation. In the event that we receive a request from a third party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, we will promptly notify the City of Mequon, unless otherwise prohibited. In the event we are requested by the City of Mequon or required by government regulation, subpoena or other legal process to produce our engagement working papers or our personnel as witnesses with respect to services rendered to the City of Mequon, so long as we are not a party to the proceeding in which the information is sought, we may seek reimbursement for our professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

We may be required to disclose confidential information with respect to complying with certain professional obligations, such as peer review programs. All participants in such peer review programs are bound by the same confidentiality requirements as Baker Tilly and its employees. Baker Tilly will not be required to notify the City of Mequon if disclosure of confidential information is necessary for peer review purposes.

We would expect to continue to perform our services under the arrangements discussed above from year to year, unless for some reason you or we find that some change is necessary. We will, of course, be happy to provide the City of Mequon with any other services you may find necessary or desirable.

Resolution of Disagreements

In the unlikely event that differences concerning services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association (AAA) under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation.

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If mediation does not settle the dispute or claim, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (FAA) and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no pre hearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from Judicate West, AAA, Judicial Arbitration & Mediation Services (JAMS), the Center for Public Resources or any other internationally or nationally recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within fifteen (15) days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the FAA and resolved by the arbitrators. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award nonmonetary or equitable relief and will not have the right to award punitive damages or statutory awards. Furthermore, in no event shall the arbitrator have power to make an award that would be inconsistent with the Engagement Letter or any amount that could not be made or imposed by a court deciding the matter in the same jurisdiction. The award of the arbitration shall be in writing and shall be accompanied by a well reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Discovery shall be permitted in arbitration only to the extent, if any, expressly authorized by the arbitrator(s) upon a showing of substantial need. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. Both parties agree and acknowledge that they are each giving up the right to have any dispute heard in a court of law before a judge and a jury, as well as any appeal. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. The arbitrator(s) shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, including the contractual limitations set forth in this Engagement Letter, and shall have no power to decide the dispute in any manner not consistent with such limitations period. The arbitrator(s) shall be empowered to interpret the applicable statutes of limitations.

Our services shall be evaluated solely on our substantial conformance with the terms expressly set forth herein, including all applicable professional standards. Any claim of nonconformance must be clearly and convincingly shown.

Limitation on Damages and Indemnification

The liability (including attorney's fees and all other costs) of Baker Tilly and its present or former partners, principals, agents or employees related to any claim for damages relating to the services performed under this Engagement Letter shall not exceed the fees paid to Baker Tilly for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Baker Tilly relating to such services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter even if the other party has been advised of the possibility of such damages.

As Baker Tilly is performing the services solely for your benefit, you will indemnify Baker Tilly, its subsidiaries and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the services, or this Engagement Letter.

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Because of the importance of the information that you provide to Baker Tilly with respect to Baker Tilly's ability to perform the services, you hereby release Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services, that arise from or relate to any information, including representations by management, provided by you, its personnel or agents, that is not complete, accurate or current, whether or not management knew or should have known that such information was not complete, accurate or current.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim or any other statutes of limitations or repose.

Other Matters

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

Our dedication to client service is carried out through our employees who are integral in meeting this objective. In recognition of the importance of our employees, it is hereby agreed that the City of Mequon will not solicit our employees for employment or enter into an independent contractor arrangement with any individual who is or was an employee of Baker Tilly for a period of twelve (12) months following the date of the conclusion of this engagement. If the City of Mequon violates this nonsolicitation clause, the City of Mequon agrees to pay to Baker Tilly a fee equal to the hired person's annual salary at the time of the violation so as to reimburse Baker Tilly for the costs of hiring and training a replacement.

The services performed under this Agreement do not include the provision of legal advice and Baker Tilly makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state or other type of law or regulation.

Baker Tilly US, LLP and Baker Tilly Advisory Group, LP and its subsidiary entities provide professional services through an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable laws, regulations and professional standards. Baker Tilly US, LLP is a licensed independent CPA firm that provides attest services to clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and business advisory services to their clients. Baker Tilly Advisory Group, LP and its subsidiary entities are not licensed CPA firms.

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Baker Tilly Advisory Group, LP and its subsidiaries and Baker Tilly US, LLP, trading as Baker Tilly, are independent members of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP are not Baker Tilly International's agents and do not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Advisory Group, LP, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

This Engagement Letter and any applicable online terms and conditions or terms of use ("Online Terms") related to online products or services made available to City of Mequon by Baker Tilly ("Online Offering") constitute the entire agreement between the City of Mequon and Baker Tilly regarding the services described in this Engagement Letter and supersedes and incorporates all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto. For clarity and avoidance of doubt, the terms of this Engagement Letter govern Baker Tilly's provision of the services described herein, and the Online Terms govern City of Mequon's use of the Online Offering. This Engagement Letter's provisions shall not be deemed modified or amended by the conduct of the parties.

The provisions of this Engagement Letter, which expressly or by implication are intended to survive its termination or expiration, will survive and continue to bind both parties, including any successors or assignees. If any provision of this Engagement Letter is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Engagement Letter shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law or applicable professional standards.

If because of a change in the City of Mequon's status or due to any other reason, any provision in this Engagement Letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, commissions or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions.

This agreement shall be governed by and construed in accordance with the laws of the state of Wisconsin, without giving effect to the provisions relating to conflict of laws.

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We appreciate the opportunity to be of service to you.

If there are any questions regarding this Engagement Letter, please contact Wendi M Unger, the professional on this engagement who is responsible for the overall supervision and review of the engagement and determining that the engagement has been completed in accordance with professional standards. Wendi M Unger is available at 414 777 5423, or at wendi.unger@bakertilly.com.

Sincerely,

BAKER TILLY US, LLP



Enclosure

The services and terms as set forth in this Engagement Letter are agreed to by:

Official's Name

Official's Signature

Title

Date

ADDENDUM A

We will perform the following services:

1. We will compile, from information you provide, the annual Financial Report Form to the Wisconsin Department of Revenue, for the year ended December 31, 2024. Upon completion of the compilation of the annual Financial Report Form, we will provide you with our accountants' compilation report. If for any reason caused by or relating to affairs or management of the City of Mequon, we are unable to complete the compilation or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to submit the annual Financial Report Form to you as a result of this engagement.

Our report on the annual Financial Report Form of the City of Mequon is presently expected to read as follows:

Management is responsible for the Financial Report Form C for the year ended December 31, 2024 included in the accompanying prescribed form. We have performed a compilation engagement in accordance with *Statements on Standards for Accounting and Review Services* promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit or review the financial report form C included in the accompanying prescribed form, nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by the management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on the Financial Report form C included in the prescribed form.

The Financial Report Form C included in the accompanying prescribed form is presented in accordance with the requirements of the Wisconsin Department of Revenue, and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

This report is intended solely for the information and use of the Wisconsin Department of Revenue and is not intended to be and should not be used by anyone other than this specified party.

Our Responsibilities and Limitations

We will be responsible for performing the compilation in accordance with *Statements on Standards for Accounting and Review Services* established by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements. We will utilize information that is the representation of management without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for the statements to be in conformity with GAAP.

Our engagement cannot be relied upon to disclose errors, fraud or other illegal acts that may exist and, because of the limited nature of our work, detection is highly unlikely. However, we will inform the appropriate level of management of any material errors, and of any evidence that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this Engagement Letter.

Management's Responsibilities

The City of Mequon's management is responsible for the financial statements referred to above. In this regard, management is responsible for (i) the preparation and fair presentation of the Financial Report Form C included in the form prescribed by the Wisconsin Department of Revenue, (ii) designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the Financial Report Form C, (iii) preventing and detecting fraud, (iv) identifying and ensuring that you comply with the laws and regulations applicable to its activities, and (v) making all financial records and related information available to us. Management also is responsible for identifying and ensuring that you comply with the laws and regulations applicable to its activities.

Management is responsible for providing us with the information necessary for the compilation of the financial statements and the completeness and the accuracy of that information and for making your personnel available to whom we may direct inquiries regarding the compilation. We may make specific inquiries of management and others about the representations embodied in the financial statements.

ADDENDUM B

We will perform the following services:

2. We will compile, from information you provide, the Public Service Commission Annual Report, including the balance sheets of the Water Utility, an enterprise fund of the City of Mequon, as of December 31, 2024 and 2023, and the related statements of income and retained earnings for the years then ended and the supplemental schedules as of and for the year ended December 31, 2024. Upon completion of the Public Service Commission Annual Report, we will provide you with our accountants' compilation report. If for any reason caused by or relating to affairs or management of the City of Mequon, we are unable to complete the compilation or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to submit the Public Service Commission Annual Report to you as a result of this engagement.

Our report on the Public Service Commission Annual Report of the City of Mequon is presently expected to read as follows:

Management is responsible for the balance sheets of the Water Utility, an enterprise fund of the City of Mequon, as of December 31, 2024 and 2023, and the related statements of income and retained earnings for the years then ended and the supplemental schedules as of and for the year ended December 31, 2024 included in the accompany prescribed form. We have performed a compilation engagement in accordance with *Statements on Standards of Accounting and Review Services* promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit or review the financial statements included in the accompanying prescribed form, nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements included in the prescribed form.

These financial statements included in the accompanying prescribed form are presented in accordance with the requirements of the Public Service Commission of Wisconsin, and are not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

This report is intended solely for the information and use of the Public Service Commission of Wisconsin and is not intended to be and should not be used by anyone other than this specified party.

Our Responsibilities and Limitations

We will be responsible for performing the compilation in accordance with *Statements on Standards for Accounting and Review Services* established by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements. We will utilize information that is the representation of management without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for the statements to be in conformity with GAAP.

Our engagement cannot be relied upon to disclose errors, fraud or other illegal acts that may exist and, because of the limited nature of our work, detection is highly unlikely. However, we will inform the appropriate level of management of any material errors, and of any evidence that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this Engagement Letter.

Rev. June 2024

Management's Responsibilities

The City of Mequon's management is responsible for the financial statements referred to above. In this regard, management is responsible for (i) the preparation and fair presentation of the financial statements included in the form prescribed by the Public Service Commission of Wisconsin, (ii) designing, implementing and maintaining internal control relevant to the preparation and fair presentation of the financial statements, (iii) preventing and detecting fraud, (iv) identifying and ensuring that you comply with the laws and regulations applicable to its activities, and (v) making all financial records and related information available to us. Management also is responsible for identifying and ensuring that you comply with the laws and regulations applicable to its activities.

Management is responsible for providing us with the information necessary for the compilation of the financial statements and the completeness and the accuracy of that information and for making your personnel available to whom we may direct inquiries regarding the compilation. We may make specific inquiries of management and others about the representations embodied in the financial statements.



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Office of Administration

TO: Common Council
FROM: Justin Schoenemann, Assistant City Administrator
DATE: October 31, 2024
SUBJECT: RESOLUTION 4156 A Resolution Authorizing Extension of a Professional Services Agreement for the Remaining Phases of the Enterprise Land Management System Selection Process with Avero Advisors of Maryville, Tennessee, in an Amount Not-To-Exceed \$77,120

Background

A new centralized database and land management system is a key technological improvement identified by both the IT Strategic Plan completed by Avero Advisors and the Community Development Operational Analysis conducted by Management Partners in 2021. The Land Management System (LMS) aims to enhance customer service by creating a new City-wide property database and digitizing planning, permits, inspections, and related processes. The project resumed with earnest in 2024 after a pause due to other matters before the City, such as two major public safety consolidations.

The City executed an agreement with Avero for the LMS Project in July 2022, the proposal for which is attached. Avero's preexisting understanding of the City's systems from the IT Strategic Plan and the Management Partners study gave Avero a competitive advantage and uniquely positioned the firm to assist the organization. To date, Avero has helped the City in developing a business process inventory, reviewing current as-is systems, and creating a future state vision that includes updated processes and requirements for a contemporary solution. Currently, Avero is vetting solutions with the project team and guiding software selection for departments involved in the City's land management processes. During the latter half of November, Avero will lead negotiations to aid the organization in securing favorable terms from a selected LMS vendor.

Analysis

As mentioned, the Common Council initially approved Avero Advisors' engagement in the LMS project in 2022. Avero has completed phase one of the project, which included a comprehensive business process analysis, an inventory of current systems, and the selection of an interim software tool for the Inspections Division (iWorQ). This initial phase (task 1) was completed at a cost of \$42,800. Due to the project's expedited timeline and a requirement to utilize ARPA funds by the end of 2024, Avero has moved directly into the remaining two phases (tasks 2 & 3) of the project. These phases involve vendor demonstrations, data analysis and summarization based on the City's Requirements Traceability Matrix, and coordinating responses to the City's questions with vendor representatives.

The total estimated cost for the LMS selection project is \$119,920, of which \$85,235 has been

spent since the project's initiation in 2022. So far this year, approximately \$22,060 has been expended, which is approaching the \$25,000 threshold for expenses with a single vendor in one fiscal year, requiring Council approval per the City's financial policies. As such, the City is now seeking ratification and authorization from the Common Council to continue working with Averro on the remaining steps of the LMS selection process.

Fiscal Impact

The funds necessary for the completion of the remaining phases are designated in the City's ARPA spending plan as part of the Land Management System. If the project scope remains unchanged, the City may expend the full \$119,920 by the end of 2024 for Averro's services. It should be noted that Averro's preexisting knowledge of the City system was contemplated in the project's overall estimated cost. Further, Averro reduced its typical fee by roughly \$80,000 due to its previous relationship with the City, as well as the organization's overall size.

Recommendation

A recommendation is forthcoming from the Finance-Personnel Committee on November 12, 2024.

Attachments:

Averro LMS Proposal (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4156

A Resolution Authorizing Extension of a Professional Services Agreement for the Remaining Phases of the Enterprise Land Management System Selection Process with Averro Advisors of Maryville, Tennessee, in an Amount Not-To-Exceed \$77,120

RECITALS

A. Both the City's IT Strategic Plan and Community Development Operational Analysis identified the need for the City to implement an enterprise land management system for the organization.

B. Averro Advisors, the City's IT Strategic Plan consultant, is uniquely positioned with its preexisting knowledge and understanding of the City's system to provide the necessary services for procuring an enterprise land management system at a competitive cost.

C. City staff is authorized to continue the engagement of professional services with Averro Advisors for the completion of the Land Management System Selection Process.

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

1. Professional Services Expenditures associated to date for the Land Management System Selection Project are ratified, and the Professional Services Agreement with Averro Advisors, of Maryville, Tennessee, is extended to complete the remaining phases of the Land Management Software Selection Project in an amount not-to-exceed \$77,120 for the entire project, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

Approved by: Andrew Nerbun, Mayor

Date Approved: November 12, 2024

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on November 12, 2024.

Caroline Fochs, City Clerk



PROJECT UNDERSTANDING

Avèro Advisors is grateful for the opportunity to propose this Scope of Work for the City of Mequon's **Community Development Software Planning (CDSP)** initiative with a specific focus on the **Community Development** functional area. Avèro understands that the City is seeking Business Process Analysis related to Community Development. We also understand that we will be working closely with the Engineering, Public Works, Fire, and Community Development departments, analyzing how the City operates with its current systems. We will conduct our assessment on the Department's various processes including, but not limited to, the following:

- Planning
- Engineering
- Zoning
- Finance
- Permitting
- Code Enforcement
- Inspections
- Fire

Additionally, Avèro will provide System Requirement Definition services as part of developing a Request for Proposals Document for the procurement (and future implementation) of a new Enterprise Land Management software system.

This project will entail the following tasks, performed by our project team in collaboration with the City's key stakeholders:

- Document and analyze the current state (As-Is) of business processes related to Land Management and Community Development Planning;
- Provide recommendations for future state (To-Be) business process re-design for key business processes, based upon the functional capacity of a modernized Land Management enterprise software system;
- Define system requirements (e.g., functional, technical, and integration) for IT modernization, based upon business process re-design for Land Management and Community Development Planning;
- Develop a Request for Proposals to solicit proposals from industry-leading Enterprise Land Management software providers;
- Coordinate system demonstrations with top candidates that respond to the City's Request for Proposals; and
- Assist in the evaluation and selection of the future Enterprise Land Management System.
- Assist in the contract negotiation process for the procurement of the future Enterprise Land Management System.

PROJECT METHODOLOGY

Using our experience and knowledge of industry best practices, Avèro will complete the Community Development Software Planning project through the forthcoming proposed methodology. This methodology was developed exclusively for the City of Mequon and incorporates comprehensive analyses, leading tools, collaborative organizational engagement, and professional project management. Avèro welcomes feedback from the City to ensure compliance with the project's requirements and business needs. We remain flexible and fully



committed to providing practical solutions that align with the City’s vision in a timely and cost-effective manner.

TASK ONE: BUSINESS PROCESS ANALYSIS

1. PROJECT PLANNING & KICK-OFF

Avèro will facilitate a kick-off meeting with key stakeholders from the City’s Community Development functional area, including project sponsorship, to formalize project expectations and deliverables. During the meeting, Avèro will conduct the following tasks:

- Introduce our project team and identify the roles of each consultant on this engagement
- Present a detailed Work Plan, including project tasks, goals, timeframes, deliverables, milestones, and communication plan
- Collaborate with City project sponsors to identify roles and responsibilities for reviewing and validating project deliverables
- Finalize the work plan & project schedule with feedback and approval of City of Mequon
- Meet with City’s staff (as-needed throughout the project) to define City’s expectations, answer questions and provide Project Status Updates, including revision to Work Plan



Deliverable 1: Finalized Project Schedule & Stakeholder Registry

2. DEVELOP BUSINESS PROCESS INVENTORY

Avèro will work in collaboration with the City and the Community Development stakeholders to determine the Business Process Inventory – a list of processes that will be analyzed and re-designed during this effort in preparation of the forthcoming system. Once we have decided on the business process inventory, we will begin to schedule sessions to review the current-state and prepare for the future state analysis.



Deliverable 2: Business Process Inventory

3. REVIEW CURRENT STATE OF COMMUNITY DEVELOPMENT

Avèro Advisors will conduct Current-State Discovery to solidify our understanding of the City’s existing Community Development environment. Data gathering activities will include Discovery Sessions (1-2 hours per session) which will be conducted in individual and group settings virtually and/or onsite with identified stakeholders across multiple City departments, including Community Development, Public Works, Engineering, and Fire.

Avèro will gather crucial stakeholder feedback on City staff’s daily activities, including challenges faced within existing systems and visions for enhancing productivity through the optimal ELM solution. This current-state review activity will help uncover hidden flaws within the existing Community Development platform (Black Bear) and identify opportunities with the future ELM system. In this step, Avèro will:



- Identify inefficiencies such as bottlenecks or duplications
- Identify missing key business activities (KBAs) and essential controls
- Determine undefined or ill-defined process ownership responsibilities
- Identify insufficient or ineffective performance indicators
- Identify structural inefficiencies
- Define inefficient access to data and determine the condition of existing data

4. DEVELOP FUTURE-STATE (TO-BE) BUSINESS PROCESS MAPS

Avèro will develop optimized future-state workflow diagrams in Business Process Model & Notation (BPMN) format for business processes across the City's departments, which will reflect the "wish list" improvements gathered from the key findings from previous project-based analyses. Avèro's team will also focus on eliminating bottlenecks, duplicated efforts, manual activities, in-house "workarounds," and potential legal and compliance risks within the current software.

We will apply our knowledge base of Information Technology industry best practices and conventional experience in similar engagements to ensure that the optimized business processes harness the functional capacity of workflow automation offered by modern ELM software. Furthermore, Avèro will map crucial integration points spanning processes and departments to accurately depict data integration between systems and general ledgers. Avèro will validate the future-state workflow diagrams with the City's key stakeholders before moving forward.



Deliverable 3: Future-State (TO-BE) Business Process Analysis

TASK 2:

SYSTEM REQUIREMENTS & RFP SOLICITATION

5. DEVELOP SYSTEM REQUIREMENTS DRAFT

Avèro will develop a Requirements Traceability Matrix (RTM) specific to functional, technical, security, and integration requirements for the prospective ELM software based on information gathered by the project team. Avèro will ensure the matrix is built in a logical manner, broken down by functional area. By applying industry best practices and our experience working with other cities regarding ELM systems, our project team will develop a comprehensive list of critical functional requirements.



Deliverable 4: Requirements Traceability Matrix



6. CONDUCT REQUIREMENTS SESSION (1-week Onsite Residency)

Avèro will conduct a series of Requirements Review sessions, during an onsite 1-week residency at the City, with identified stakeholders (i.e., Community Development, Public Works, Engineering, and Fire Department) to define the future ELM software's functional, technical, and security requirements. The identified process improvements will guide this effort, along with any additional "wish list" items that may add value to the desired ELM functionality. These sessions will also enable the project team to determine the security levels the City would like to implement moving forward to meet its business needs in terms of industry best practices. Avèro will work closely with City IT to ensure that security and technical requirements (e.g., data conversion options, data access & analysis, tracking & reporting, workflow automation, and integration) are documented.

7. DEVELOP RFP DOCUMENT

Avèro will collaborate with the City to develop a Request for Proposal (RFP) to acquire the prospective ELM solution. During this activity, our project team will perform the following tasks:

- Define vendor selection criteria to guide evaluation and vendor selection
- Identify critical staff across departments for the Selection Committee
- Develop ELM software specifications including third party interfaces
- Develop a draft RFP document
- Define a set of evaluation criteria that meets requirements outlined in the pending RFP
- Conduct review session(s) with the City's Selection Committee for the draft RFP document and evaluation criteria
- Gather feedback and all findings completed in the other project activities in a way that satisfies the City's purchasing requirements
- Revise and conduct a final review of the RFP document & evaluation criteria to ensure that RFP standards and all critical input are included, and necessary attachments or addenda are prepared, as the City deems appropriate
- Collaborate with the City's procurement agent to release the RFP for response solicitation
- Develop and distribute the RFP through the City's defined channels



Deliverable 5: RFP Document

8. COORDINATE RFP SOLICITATION (INCLUDING PRE-BID CONFERENCE)

Avèro will work with the City's Selection Committee and Purchasing team to plan and coordinate any pre-bid conferences and Q & A sessions needed when the RFP is open. Our project team will stay onsite or will be available remotely to help manage and facilitate discussions and answer any questions about the City's RFP. Avèro will review all vendor questions and cooperate with the City of Mequon to develop draft responses. Upon completing the draft responses to vendor questions, Avèro will share the answers with key stakeholders for review and validation. Our project team will make any changes the City deems necessary before finalizing and releasing the City's responses for publication.



TASK 3: SYSTEM SELECTION & CONTRACT NEGOTIATIONS

9. ANALYZE VENDOR PROPOSALS (5)

Avèro will analyze the vendor responses (5) and equip the City's Selection Committee with scoring tools, which will enable evaluators to assess the vendor's responses to the solicitation for the procurement/implementation of their ELM solution. The tools will also help City evaluators ensure that the final decision from the response assessment will meet the required oversight requirements that the City is seeking. Avèro's team has extensive experience conducting meetings with evaluation teams and will facilitate purposeful discussions to assist the City's Selection Committee in analyzing vendor proposals.

10. FACILITATE VENDOR SYSTEM DEMONSTRATIONS (3)

Avèro, along with the Selection Committee and other critical stakeholders, will schedule onsite demonstrations for vendors included on the short-list (3). Avèro will completely manage the interview and demonstration processes (demo scripts, scheduling, venue, facilitation). These onsite demonstrations will enable City selectors to receive a hands-on, real-time demonstration of ELM solutions. This activity will also help the City's Selection Committee to perceive the ELM software's functionality and workflow capacity and the vendor's work ethic and culture to ensure that the vendor and the City's core values are strategically aligned. Our project team will also document and distribute demonstration meeting agendas and scripts to the City's project team and other critical stakeholders for an overview prior to the demos.



Deliverable 6: Scripts for Vendor Demonstrations

11. CONDUCT REFERENCE CHECKS

Avèro understands the importance of excellent references and testimonials from existing ELM users. Avèro will assist the City of Mequon in scheduling and conducting due diligence through reference calls with existing ELM system clients on behalf of the City and the proposed vendors. We will also develop a reference check template to support vendor selection. Following up on references would help the City's Selection Committee and Avèro's project team gain insights on the Post Go-Live user experience, the implementation process, proposed vendor personnel, and the level of ongoing customer service provided (including response time requests for functionality enhancements).

12. DEVELOP VENDOR EVALUATION REPORT

Avèro will act as a subject matter expert to the selection committee tasked with scoring, ranking, and making an award recommendation. Avèro will develop a comprehensive Vendor Evaluation Report following the completion of all ELM software demonstrations and reference calls to analyze and measure each vendor's response against the City's RFP. This report will provide the City of Mequon with a synopsis of the group scoring, potential benefits & shortcomings of each



*Community Development Software Planning
City of Mequon - Scope of Work (20220629)*

vendor, and an outline of their references with essential comments attached. Avèro will also include estimated potential risks and issues, licensing, implementation, and post-implementation support costs of each vendor solution to support the City with better decision making. Our project team will work with the City's project sponsors and the Selection Committee to further discuss the findings of the report before determining the finalist.



Deliverable 7: Vendor Evaluation Report

13. FACILITATE CONTRACT NEGOTIATIONS

Avèro Advisors has extensive experience negotiating contracts with vendors on behalf of our clients to ensure the price point is satisfactory and within our clients' best interest. Avèro will work directly with City of Mequon Selection Committee to develop a performance-based contract, where milestones are paid when accomplished. Avèro also strives to ensure that the vendor's proposed ELM solution, implementation efforts, and support services will adhere to the services' scope of work and encompass specific requirements in the contract. If the City deems it necessary, Avèro will lead the negotiation on behalf of the City for best value and work with the vendor to develop a "Best and Final Offer" (BAFO) to secure final pricing, resulting in a final contract. Any feedback from the City and the vendor will be incorporated into the final agreement document, which will be reviewed and validated by both parties.



Deliverable 8: Contract Negotiation

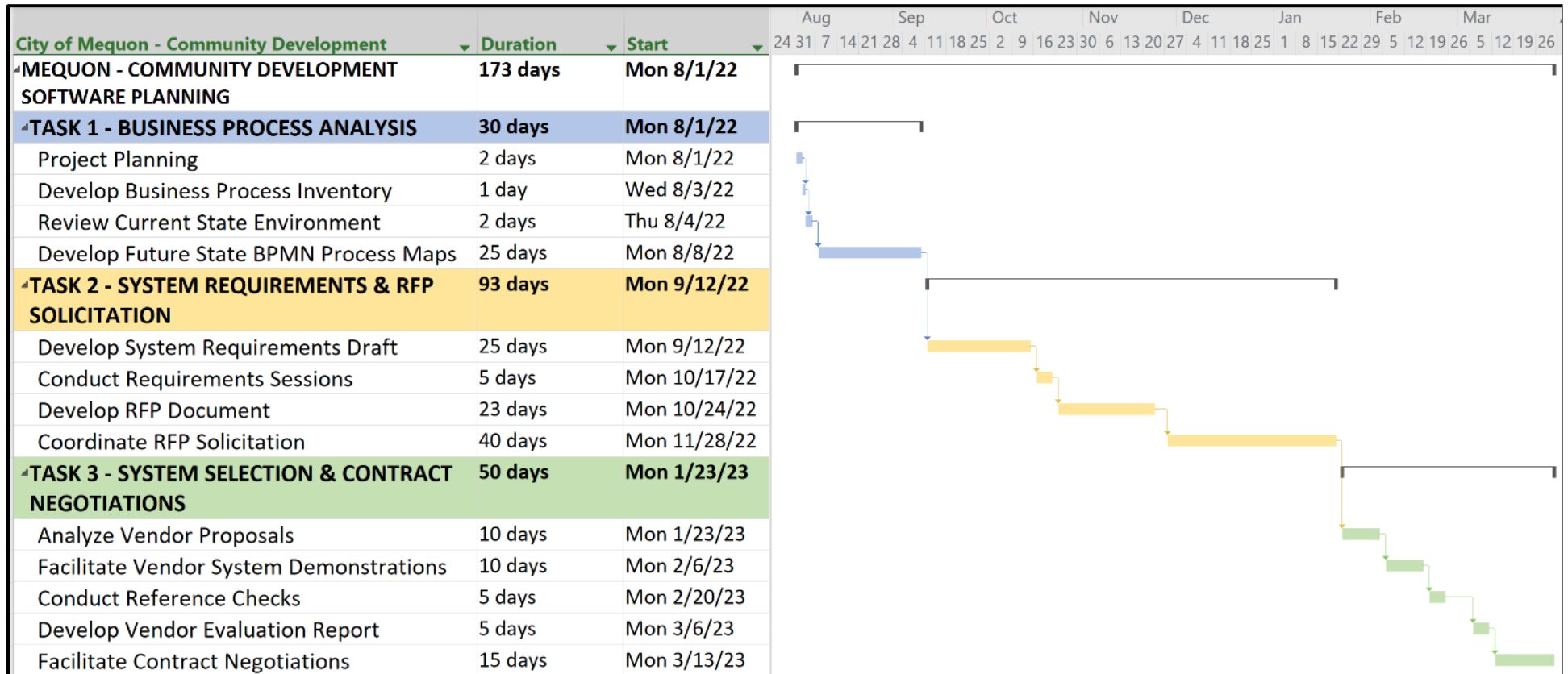
Attachment: Avèro LMS Proposal (RESOLUTION 4156 : Avèro LMS)



PROJECT TIMELINE

Based upon our experience of completing similar initiatives with other government and public sector clients similar in scope to the City of Mequon, Àvèro Advisors estimates a project timeline of **eight (8) months** from notice to proceed.

The **Estimated Project Timeline** for this engagement illustrates the phased timeline with specific Tasks for all project activities.



Attachment: Àvèro LMS Proposal (RESOLUTION 4156 : Àvèro LMS)

Àvèro also understands the proposed schedule and level of effort may change based on the City's availability and further discussions with the project sponsor. Our team will work with Mequon to accommodate any suggestions related to the modification of the project schedule.

**COST ESTIMATE**

The Estimated Project Cost for this Scope of Work for the **Community Development Software Planning** project was developed using the Hourly Rate Scale referenced from the prior contract between the City of Mequon and Avero Advisors.

Hourly Rate Scale

Project Role	Hourly Rate
Senior Manager	\$200
Project Manager	\$180
Senior Business Analyst	\$160

The proposed Estimated Project Cost for this Scope of Work (across all project phases) for the Community Development Software Planning, including hourly detail, is as follows:

Estimated Project Cost

City of Mequon Community Development Software Planning	Senior Project Manager	Project Manager	Senior Business Analyst	Hourly Rate Total Hours
	\$200	\$180	\$160	
	97	266	329	
	Hours	Hours	Hours	
TASK 1 - BUSINESS PROCESS ANALYSIS	33	98	116	\$42,800
Project Planning	8	40	8	\$10,080
Develop Business Process Inventory	1	2	4	\$1,200
Review Current State of Community Development	8	16	24	\$8,320
Develop Future State BPMN Process Maps	16	40	80	\$23,200
TASK 2 - SYSTEM REQUIREMENTS & RFP SOLICITATION	32	72	112	\$37,280
Develop System Requirements Draft	8	16	40	\$10,880
Conduct Requirements Sessions	0	16	24	\$6,720
Develop RFP Document	16	24	40	\$13,920
Coordinate RFP Solicitation	8	16	8	\$5,760
TASK 3 - SYSTEM SELECTION & CONTRACT NEGOTIATIONS	32	96	101	\$39,840
Analyze Vendor Proposals	8	16	32	\$9,600
Facilitate Vendor System Demonstrations	8	24	32	\$11,040
Conduct Reference Checks	0	8	12	\$3,360
Develop Vendor Evaluation Report	8	24	24	\$9,760
Facilitate Contract Negotiations	8	24	1	\$6,080
Project Total				\$119,920

Assumptions:



*Community Development Software Planning
City of Mequon - Scope of Work (20220629)*

- Estimated Project Cost of **\$119,920** is a Not-To-Exceed amount.
- Actual Project Hours will be billed on a Time and Material basis.
- Actual Project Cost may be less than the proposed Estimated Project Cost.
- Project Invoices will be submitted on a Monthly basis.

Avèro Advisors sincerely appreciates the opportunity to present our Scope of Work to the City of Mequon for the Community Development Software Planning initiative. Please do not hesitate to reach out if you have further questions or need any additional information.

My regards,

Andrew Hayes, PMP®, MBA, MOD
Senior Manager, Consulting

Avèro Advisors
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Mobile: 865-323-4381
Email: ahayes@averoadvisors.com

Attachment: Avero LMS Proposal (RESOLUTION 4156 : Avero LMS)



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Office of Administration

TO: Common Council
FROM: William Jones, City Administrator
DATE: November 12, 2024
SUBJECT: RESOLUTION 4157 A Resolution Approving an Agreement for a Market Revaluation Update of All Real Property within the City of Mequon During the 2025 Assessment Year with Catalis Tax and CAMA, Inc. of Menomonee Falls, Wisconsin, in the Amount of \$225,000

Background

The last City-wide assessment revaluation took place in 2021. The City's former assessor, Michael Grota of Grota Appraisals, performed a Market Update Revaluation. The total cost of the revaluation was \$218,550. The assessment value increase after this market update revaluation equaled \$626,016,400 and brought the assessment ratio to 100%. Since the 2021 revaluation, the ratio has dropped each year.

Below are historical values as well as the projected assessment value increase and assessment ratio for 2024. The assessment value increases are realized on the real estate tax bills that are mailed in December of the fiscal year. The City recognizes that revenue starting January of the new year.

Key Performance Indicators

Activity	FY2020	FY2021	FY2022	FY2023	FY 2024
Assessment Value Change (\$)	60,247,700	626,016,400	119,436,200	(7,484,300)*	47,851,000
Assessment Ratio %	90.89	100.08	91.91	83.98	79.00
Board of Review Hearings	0	3	0	1	0
Real Estate Parcels	10,398	10,372	10,447	10,446	10,489

*Newcastle applied and was granted a property tax exemption per WI Statutes 70.11, thus removing its assessment value from the assessment roll

**Values will be finalized after the Open Book and Board of Review Process in early Fall

Analysis

Per Wisconsin State Statute Section 70.05(5), the assessment ratio must be between 90-110%, and a municipality has four years to comply. FY2024 will be the second year the City is not in

compliance with the statute.

At the July 9 Finance-Personnel Meeting, Les Ahrens, City of Mequon Assessor and Director of Valuation Services for Catalis Tax & CAMA, Inc. provided four options for the City to consider as part of an assessment revaluation, as outlined below.

- **2025 Statistical Market Update Revaluation:** This revaluation leans towards a more generic statistical approach to setting values.
- **2025 Market Update Revaluation:** This revaluation is “in house” but includes a detailed sales analysis and individual property reviews to ensure uniformity and equity as well as a statistical approach to fine tune the recalibration of valuation models.
- **2026 Walk Around Revaluation:** This revaluation includes a Market Update Revaluation plus fieldwork effort to measure and list all properties from the exterior only, throughout the City.
- **2027 Full Interior & Exterior Revaluation:** This revaluation includes a Market Update and Walk Around Revaluation plus also attempts to gain entry to the interior of all properties throughout the City for full inspection.

Following discussion at the July 9 meeting, the Committee concluded that a **Market Update Revaluation** (Option #2) during the 2025 Assessment Year should be pursued, for a total cost of \$225,000. Accordingly, a summary of the services associated with this proposed option is attached, along with a contract memorializing the terms of this proposed engagement.

Fiscal Impact

As indicated, the proposed cost for the Market Update Revaluation is \$225,000, payable in twelve equal installments over the course of 2025. The source of funds to be utilized to cover the cost of this contract are interest earnings on the City's ARPA funds, which are currently estimated at \$175,000. The proposed cost for the 2025 Market Revaluation Update is \$6,450 higher than a similar revaluation completed in 2021, which represents an increase of 2.95%.

Recommendation

A recommendation is forthcoming from the Finance-Personnel Committee on November 12, 2024.

Attachments:

Revaluation Proposal (PDF)

2025 Market Update Revaluation contract 10-14-2024 (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4157

A Resolution Approving an Agreement for a Market Revaluation Update of All Real Property within the City of Mequon During the 2025 Assessment Year with Catalis Tax and CAMA, Inc. of Menomonee Falls, Wisconsin, in the Amount of \$225,000

- A. The office of Assessor of the City of Mequon is currently occupied by Les Ahrens of Catalis Tax and CAMA, Inc.
- B. The City's current contract with Les Ahrens expires December 31, 2025.
- C. Staff recommends that the scope of services be expanded to include a market update revaluation of all real and personal property.
- D. The Finance and Personnel Committee forwarded a favorable recommendation to the Common Council.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Mequon that:

- 1. The contract for assessment services with Catalis Tax and CAMA, Inc. is amended to include a market update revaluation in 2025 in the form of the attached contract, which is approved subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.
- 2. Funding for this contract will be from the Federal Grants Interest Investments Account 250000-459101 at a cost not to exceed \$225,000.
- 3. The Mayor and the City Clerk are authorized and directed to execute and deliver the same.

Approved by: Andrew Nerbun, Mayor

Date Approved: November 12, 2024

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on November 12, 2024.

Caroline Fochs, City Clerk



PROPOSAL FOR THE MARKET UPDATE REVALUATION CITY OF MEQUON 2025

Scope of Work

- Catalis Tax & CAMA, Inc will perform a Market Update Revaluation for all Real Property within the City of Mequon effective for the 2025 assessment year. All real estate parcels will be revalued to or near 100% of Market Value in accordance with Chapter 70 of the Wisconsin State Statutes and the Wisconsin Property Assessment Manual.

Project Tasks

- Provide information for two public relation communications
- Produce and analyze initial statistical reports
- Identify the valid arms -length sales that will be used in the revaluation process
- Review neighborhood and neighborhood groups, re-delineate if necessary
- Initial re-calibration of the improvement valuation model used to set values
- Perform analysis to formulate time adjustments for sales comparisons
- Perform sales analysis to recalibrate land valuation models throughout the City
- Update land valuation models for Agricultural, Swamp, Forest & Ag use Forest lands
- Detailed individual review of all valid arms-length sale properties used for the revaluation
- Further refinement of the improvement valuation model
- Detailed individual review of all properties throughout the City of Mequon, this includes a review for record card accuracy and uniformity compared to other similar properties as well as a final review of the new assessed values
- Final statistical review
- Final adjustments to valuation models
- Run and review various quality control reports
- Enter and review current for sale listings into Market Drive database
- Verify final assessed values are aligned with Department of Revenue's preliminary economics
- Produce new assessment notices and mail to property owners
- Field phone calls, emails and respond to taxpayer questions
- Provide an Open Book period long enough to meet with owners that have concerns and questions regarding new assessment figures
- Mail owners follow up letters informing them of outcome of reviews due to Open Book conferences
- Prepare for Board of Review cases
- Attend Board of Review meeting (s) and defend new assessments



Project Timeline

- Initial public relation communication regarding revaluation in October of 2024
- Preparatory work for revaluation performed in October 2024 – December 2024
- In-house revaluation work performed in January 2025 – July 2025
- Final Public relation communication May 2025
- New assessment notices mailed to owners in July 2025
- Open Book held in August 2025
- Board of Review held in September / October 2025

Project Cost

- \$225,000 (all-inclusive cost, includes defense of assessments appealed further than the Board of Review)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Les Ahrens", is written over a horizontal line.

Les Ahrens
Director of Valuation Services
Catalis Tax & CAMA, Inc



ASSESSMENT SERVICES ORDER FORM

CUSTOMER INFORMATION

Customer: City of Mequon, WI Address: 11333 N. Cedarburg Road
Contact Name: William Jones Mequon, WI 53092
Email Address: wjones@ci.mequon.wi.us
Phone: (262) 236-2941

Billing Contact: Same as above ACH: ☐
Billing Email: PO Required: ☐ PO No.: _____
Billing Phone: Tax Exempt: ☒

Catalis Representative: Jeff Leone, jeff.leone@catalisgov.com (781) 476-2035

AGREEMENT TERM

Start Date: 1/1/2025
End Date: 12/31/2025

COMPENSATION

1. Assessment Fees

	Fees
2025 Market Update Revaluation	\$225,000.00
Total Fees:	\$225,000.00

1.1. The fee of \$225,000.00 will be divided into (12) equal payments of \$18,750.00 and invoiced Monthly Starting on January 1, 2025.

1.2. Invoices are due thirty (30) days after the date of the invoice.

SCOPE OF WORK

MARKET UPDATE REVALUATION CITY OF MEQUON 2025. THIS AGREEMENT: By and between Catalis Tax & CAMA, Inc, hereinafter called the "Assessor", and the City of Mequon, Ozaukee County, Wisconsin, hereinafter called the "City".

ARTICLE I

The Assessor, having familiarized himself with the local conditions affecting the cost of the work to be done, and the Standard Specifications for the Revaluation of all Real Property in the State of Wisconsin pursuant to Chapter 70, Wisconsin State Statutes, hereby agrees to perform everything required to be performed, and to complete in a professional manner, all the work required to be completed, to revalue all Real Property within the City in accordance with all the applicable Wisconsin State Statutes and the General Agreements as stated in Article three of this contract.

ARTICLE II

COMPENSATION: The City shall pay to the Assessor for the performance of the contract, the sum of \$225,000 (Two Hundred Twenty- Five Thousand Dollars) for revaluation work, payments shall be made as follows:

2025: \$225,000.00

Monthly payments of \$18,750.00

ARTICLE III

GENERAL AGREEMENTS:

- 1) Complete revaluation services for all Real Property in the City of Mequon for the 2025 assessment year.
- 2) Fee includes field review work, supplies, printing, mailing of public information letters, Open Book and Board of Review hearings.
- 3) All provisions stated in the proposal adhered to in the best interest of the City, and for taxpayer awareness.

Attachment: 2025 Market Update Revaluation contract 10-14-2024 (RESOLUTION 4157 : Catalis Revaluation)

TERMS & CONDITIONS

1. Independent Contractor Status
 - 1.1. Independent Contractor: The Contractor acknowledges and agrees that they are an independent contractor and not an employee, partner, or agent of the Customer. The Contractor shall not be entitled to Customer benefits, including, but not limited to, health benefits, paid leave, or participation in the Customer's retirement or equity programs.
 - 1.2. Taxes: The Contractor is responsible for the payment of their own federal, state, and local taxes, including income tax, self-employment tax, and any other applicable taxes. The Customer will not withhold taxes from the Contractor's compensation.
2. Confidentiality
 - 2.1. Confidential Information: The Contractor shall not disclose or use any confidential information of the Customer, including but not limited to proprietary business information, trade secrets, customer data, marketing strategies, and other non-public information obtained during the engagement, for any purpose other than fulfilling their obligations under this Agreement.
3. Ownership of Work
 - 3.1. Intellectual Property: Any work product, including intellectual property, created by the Contractor during the engagement shall be considered "work made for hire" and shall be the exclusive property of the Customer. The Contractor hereby assigns all rights to such work product to the Customer.
4. Term and Termination
 - 4.1. Effective Date: The effective date of this Agreement shall be the date upon which the Agreement is signed and executed by the Contractor and Customer.
 - 4.2. Duration. Agreement will continue until the end of the Agreement Term noted on the Order Form.
 - 4.3. Termination: Either party may terminate this Agreement with written notice if the other party breaches any material provision of this Agreement. Termination does not relieve either party from their obligations accrued prior to termination.
5. Indemnification
 - 5.1. Indemnity: The Contractor shall indemnify, defend, and hold the Customer, its officers, directors, and employees harmless from any and all claims, liabilities, damages, costs, and expenses, including reasonable attorney's fees, arising out of the Contractor's work under this Agreement or any breach of the Agreement by the Contractor.
6. Insurance.
 - 6.1. The Contractor will maintain a Liability Insurance policy.
7. Governing Law
 - 7.1. Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of the state of Wisconsin.
8. Entire Agreement
 - 8.1. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements, understandings, and representations.
9. Miscellaneous
 - 9.1. Amendment: This Agreement may only be amended in writing and signed by both parties.
 - 9.2. Notices: All notices, requests, demands, or other communications under this Agreement shall be in writing.
 - 9.3. Assignment: The Contractor may not assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the Customer.



ACCEPTANCE

By signing below, signatories represent that they are validly authorized to enter into this Order Form and accept their terms and conditions. The Order Form is dated effective and shall be considered binding upon execution ("Effective Date") by and between both parties.

CATALIS TAX & CAMA, INC:

By: _____
Name: Steven Ashbacher
Title: Executive Vice President
Date: _____

CITY OF MEQUON, WI:

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

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

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

Attachment: 2025 Market Update Revaluation contract 10-14-2024 (RESOLUTION 4157 : Catalis Revaluation)



11333 N. Cedarburg Road
 Mequon, WI 53092
 Phone: 262-242-3500
 Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Public Safety Committee

TO: Common Council
FROM: Patrick Pryor, Chief of Police
DATE: November 6, 2024
SUBJECT: RESOLUTION 4158 A Resolution Renewing a Memorandum of Understanding Between the City of Mequon, the Village of Thiensville and the Mequon-Thiensville School District for the School Resource Officer Program During Calendar Years 2024-2028

Background:

In December 2019, the City of Mequon (“City”), the Village of Thiensville (“Village”) and the Mequon-Thiensville School District (“District”) entered into a memorandum of understanding (“MOU”) to support the School Resource Officer Program. This MOU detailed the program's operation and established a funding mechanism involving the three entities. The agreement, signed at that time, is set to expire at the end of 2024 and thus requires renewal.

The MOU outlines various components of the School Resource Officer (“SRO”) program, including:

- Two SRO positions funded jointly by the City, the District, and the Village
- An annual review of the program by each of the three participating jurisdictions
- Uniform and training requirements for participating officers
- General expectations related to an SRO’s hours of work and performance of duties
- Coordination of matters related to interviews, searches, investigations, discipline, and arrests
- SRO access to District records and video footage, as necessary

Additionally, as outlined in the MOU, SROs officially remain employees of the City of Mequon and are subject to all employment considerations related to such. During days, breaks, and/or periods when school is not in session, SROs can be utilized to fulfill other law enforcement duties within the City of Mequon, as directed by the Department.

Analysis:

During the course of 2024, the MOU was discussed by the three entities, and some amendments are proposed. One notable change is that SROs will report yearly to each of the three participating entities. The rest of the language changes are minor and adjusted to reflect the current operation of the program. City of Mequon staff expressed a desire to change the funding contribution from the Village of Thiensville from a fixed dollar amount to a percentage, ensuring that yearly cost increases would be reflected across all parties. The Village staff agrees with this recommended change, and a copy of the proposed renewal agreement is attached.

Fiscal Impact:

Based upon the current school calendar in the Mequon-Thiensville School District, it has again been agreed that the SROs will spend on average 68% of their annual work hours within the SRO Program as called for under this MOU. Accordingly, the annual cost share between the parties for the SROs shall be based upon 68% of the total salary and benefits of the SROs under the full-time Mequon Police Department contract in effect at the time any payment required herein is due (the “Program Cost”).

The District will pay annually an amount equal to 50% of the annual Program Cost. The annual amount to be paid by the District shall be determined by November 1 of the preceding calendar year. The Village will pay annually an amount equal to 7.26% of the annual Program Cost. The City will provide funding to satisfy all remaining annual salary, benefits and other ancillary costs (that may occur from time-to-time) for the two SRO positions.

The following costs are a sample of how the funding would look in 2024 using the recommended changes in the MOU:

School Resource Officer Funding Formula - 2024 Example

	<u>School Resource Officer “A”</u>	<u>School Resource Officer “B”</u>
a. Total Salary and Benefits:	\$145,639.94	\$145,115.22
b. 68% Salary and Benefits:	\$99,035.16	\$98,678.35
c. MTSD Contribution (50% of line b):	\$49,517.58	\$49,339.17
d. Thiensville Contribution (7.26% of line b):	\$7,189.95	\$7,164.05
e. Mequon Contribution (Line a less lines c & d):	\$88,932.41	\$88,612.00
Total District Yearly Contribution:	\$98,856.75	
Total Thiensville Yearly Contribution:	\$14,354.00	
Total Mequon Yearly Contribution:	\$177,544.40	

The Village of Thiensville fixed dollar amount contribution that was set in 2019 and has carried through to date as a fixed amount was \$12,660. As shown in the table above, the cost will rise to \$14,354 (using 2024 figures) and will now change as costs are determined each year, beginning in 2025.

Recommendation:

A recommendation is forthcoming from the Public Safety Committee on November 12, 2024.

Attachments:

SRO MOU - Changes Applied (DOCX)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4158

A Resolution Renewing a Memorandum of Understanding Between the City of Mequon, the Village of Thiensville and the Mequon-Thiensville School District for the School Resource Officer Program During Calendar Years 2024-2028

RECITALS

A. The City of Mequon (the “City”), the Village of Thiensville (“Village”), and the Mequon-Thiensville School District (“District”) have an existing relationship relating to the placement of a School Resource Officer (“SRO”) in District schools.

B. The parties desire to formally continue a School Resource Officer Program and to set forth guidelines to ensure that law enforcement, school officials, and the communities have a shared understanding of the goals of the SRO Program.

C. To further this goal the parties have updated the Memorandum of Understanding which formalizes the agreement and provides for the continuation of the SROs in the District.

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

1. The Memorandum of Understanding for School Resource Officer Program in the form attached hereto is approved, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

2. The Mayor and City Clerk are hereby authorized and directed to execute the Memorandum of Understanding and deliver the same.

Approved by: Andrew Nerbun, Mayor

Date Approved: November 12, 2024

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on November 12, 2024.

Caroline Fochs, City Clerk

MEMORANDUM OF UNDERSTANDING FOR SCHOOL RESOURCE OFFICER PROGRAM

This Memorandum of Understanding (“MOU”) is entered into by and between the Mequon-Thiensville School District (“District”), the City of Mequon (“City”), and the Village of Thiensville (“Village”).

I. Purpose

The purpose of this MOU is to formally establish and memorialize a School Resource Officer (“SRO”) Program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve, have a shared understanding of the goals of the SRO Program.

II. Plan of Operation

A. Cost of the SRO program

1. The SRO program shall be staffed with at least two full-time School Resource Officers from the City of Mequon. Should the parties to this agreement determine that additional SROs in excess of two be desired or warranted, this agreement may be modified as appropriate to reflect such an enhanced deployment.
2. Based upon the current school calendar in the Mequon-Thiensville School District (“District”), it is agreed to by the parties that the SROs will spend on average 68% of their annual work hours within the SRO Program as called for under this MOU. Accordingly, the annual cost share between the parties for the SROs shall be based upon 68% of the total salary and benefits of the SROs under the full-time Mequon Police Department contract in effect at the time any payment required herein is due (the “Program Cost”).
3. The District will pay annually an amount equal to 50% of the annual Program Cost. The annual amount to be paid by the District shall be determined by November 1 of the preceding calendar year.
4. The Village will pay annually an amount equal to 7.26% of the annual Program Cost.
5. The City will provide all funding to satisfy all remaining annual salary, benefits and other ancillary costs (that may occur from time-to-time) for the two SRO positions.

6. A sample of the calculation for the annual contribution amounts for each party utilizing 2024 employee data is contained in Exhibit A, as attached hereto. Amounts shown in Exhibit A shall be adjusted annually by any actual cost increase incurred by the City in providing the SROs.
7. Payments by the District will be made in two (2) equal installments during the applicable calendar year.
8. Payments by the Village will be made one-time each year, no later than April 1.
9. Any annual amount payable by the District or Village shall be prorated for any calendar year in which this MOU is in effect for less than the full 12 months.
10. Except for the costs of the SROs described above, each of the participating parties is solely responsible for its own staff costs and shall not be responsible for any payments, costs or fees incurred by any of the other participating parties except as expressly set forth herein.

B. Duration

This memorandum of understanding shall become effective on January 1, 2025, and remain effective until December 31, 2025, and shall automatically renew each January 1, for up to three (3) years (2026, 2027, 2028) unless any party gives written notice to the other parties prior to August 1 of its intent to not renew the agreement for the succeeding school district fiscal year. Such notice shall be made by certified mail and addressed to the following:

City of Mequon:	City Administrator City of Mequon 11333 N. Cedarburg Road Mequon, WI 53092
Village of Thiensville:	Village Administrator Village of Thiensville 250 Elm Street Thiensville, WI 53092
School District:	Superintendent of Schools Mequon-Thiensville School District 5000 W. Mequon Road Mequon, WI 53092

C. Evaluation of the Program

An annual assessment of the SRO Program will be conducted jointly by representatives of the Mequon Police Department and the District. The results of the evaluation will be shared with the City, Village and District.

The annual evaluation will focus on the established objectives of the program:

- a. Provide support and resources for school-aged children.
- b. Foster positive relationships between law enforcement and school-aged children.
- c. Develop strategies to help resolve problems affecting school-aged children.
- d. Support school staff members in maintaining safe learning environments.

Additionally, the annual evaluation will include the following components with regard to the SRO program:

- e. Data Related to Student Engagement
- f. Input from Identified Stakeholders
- g. Future Steps

D. Employment of SRO

1. SROs shall be employees of the Mequon Police Department and shall be subject to the administration, supervision, and control of the Mequon Police Department.
2. SROs shall be subject to all personnel policies and practices of the Mequon Police Department except as such policies or practices may be modified by the terms and conditions of this agreement.
3. The Mequon Police Department, in its sole discretion, shall have the power and authority to hire, discharge, and discipline the SROs.
4. A joint committee composed of representatives of the Mequon Police Department and the District shall make recommendations for the SRO positions to the Chief of Police who shall assign such.
5. The Mequon-Thiensville School District Superintendent may request the immediate removal and/or reassignment of an officer from the program.
6. Suggested assignment term to the SRO program shall be for a period of four (4) years. Ultimately, the length of term for the assignment will be at the Chief of Police's discretion.

7. SRO staff transitions will occur in different years in order to create consistency in training and to enhance community relationships.
8. On years of new assignments, an officer must be selected by January 1 to allow for collaborative transition planning and training. The District and Mequon Police Department will work together to create a transition plan.

E. Chain of Command

1. As employees of the Mequon Police Department, SROs will be subject to the chain of command within the Mequon Police Department.
2. In the performance of their duties, SROs shall coordinate and communicate with the District Superintendent or their designee.

F. Duty Hours

1. SROs shall be available for duty at the schools when the schools are in session in conjunction with the school calendar. Those days during the year when SROs are not assigned to the schools and thus available for other police activities and/or assignments outside the schools and apart from the program are as follows:
 - a. Winter break
 - b. Spring break
 - c. Summer vacation
 - d. Holidays and other anticipated or unexpected times of school closure
2. It is preferred by the District that to the extent practicable, and subject to terms of the current Collective Bargaining Agreement (CBA) between the City and the Mequon Police Association (MPA), all efforts will be made to ensure that approved vacation requests for SROs shall not conflict with student contact days.
3. As part of his/her responsibility, SROs may be required to attend and assist at certain selected extracurricular activities of the District, from time to time, which are approved by both the applicable principal and a police supervisor, at no additional cost to the District.
4. It is understood and agreed that time spent by SROs attending municipal court, juvenile court, and/or criminal cases arising from their employment as SROs shall be considered hours worked as part of this agreement.

5. The SROs will provide a schedule of planned absences including those for scheduled training to the District Superintendent or designee as far in advance as possible.
6. In the event an SRO requires an unscheduled absence from work, the SRO shall notify his or her supervisor and the District Superintendent or designee. The District shall be provided with as much notice as possible of any such unscheduled absence before the commencement of said shift.

G. Uniforms

1. SROs will wear Mequon Police Department uniforms, business casual, or formal attire with appropriate logos and name badges depending on the time of the school year, the type of activity or program, and the requests of the District and/or Mequon Police Department.
2. SROs will wear Mequon Police Department-issued weapons in accordance with Department policy.
3. The use of any body camera by SROs will conform with the City of Mequon Police Departmental policy, and the District will have access to review such policy. Body camera footage recorded on District property is considered a "law enforcement unit record" and will not be considered a pupil record maintained by the District unless such records are obtained by the District pursuant to this Interagency Agreement or as otherwise authorized by Wisconsin law.

H. Training Requirements

1. SROs shall receive such training as is necessary to permit SROs to effectively advance the District's educational mission in the context of his or her duties as an SRO. Training topics, goals, and objectives shall be determined jointly by representatives of the District and the Mequon Police Department. SROs shall complete currently recommended and available SRO-specific training as soon as practical and attend the annual Wisconsin NASRO SRO conference.
2. Additional training shall be provided in the following areas:
 - a. School values and mission - Required (District provided)
 - b. Positive behavioral support and strategies - Required (District provided)
 - c. Trauma-informed practices - Required (Department of Public Instruction)
 - d. Adolescent mental health training - Recommended (NASRO)

I. Expectations of a School Resource Officer

The purpose of the School Resource Officer program is to provide support and resources for school-aged children throughout the community. The program will help foster positive relationships between law enforcement and school-aged children throughout the community by developing strategies to help resolve problems affecting them. The program will also provide valuable resources to school staff members in order to maintain safe environments so all children can reach their fullest potential.

The SRO Program will support and facilitate the educational process within the Mequon-Thiensville School District by building and establishing meaningful relationships with students and staff and proactively interacting with the school community to ensure the enforcement of City and State laws, preservation of public order, protection of life and the prevention, detection, or investigation of crime.

1. SROs shall meet with building-level school administrators at least annually and with local Parent/Teacher Organizations (PTOs) and student councils at the secondary level when requested to discuss the program and both its realized and intended outcomes.
2. SROs shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate.
3. SROs shall conduct courses and workshops in conjunction with staff and parents for school-aged children in Mequon and Thiensville to promote social awareness, relationship skills, self-management, self-awareness, and responsible decision-making.
4. SROs will be an active member and participant on the District's safety committee which includes at least the completion of building walkthroughs and monitoring building safety drills and reporting back on results to District administration.
5. SROs shall work collaboratively with public safety agencies to serve as a liaison between school and community to deter criminal and delinquent behavior.
6. At the request of the school administration, SROs will be present at selected co-curricular activities, subject to the provision of an annual listing of such events to the Police Department by the District prior to July 1 of the ensuing school year. Any additional requests will be made with at

least one month's notice to aid in scheduling any necessary flex time to accommodate the request.

7. SROs will support each of the community's private schools offering K-12 educational services, including, but not limited to: Lumen Christi, Christ Alone, and Trinity Lutheran.

J. Access to Education Records

1. The District designates SROs as "school officials" as provided in the Federal Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g, and Wis. Stat. § 118.125(2)(d). SROs may be provided access to student records information maintained by the District only as needed by SROs to perform his or her duties as SROs. SROs may also be granted access to student records information in the event of an emergency situation threatening the health or safety of a student or other individual. SROs may only re-disclose student records information consistent with FERPA and Wisconsin pupil records law.
2. Records created and maintained by SROs for the purpose of ensuring the safety and security of persons or property in the school, District, or for the enforcement of local, state, or federal laws or ordinances shall not be considered student records - even when such records may serve the dual purpose of enforcing school rules - and are not subject to the same prohibitions of access or disclosure by SROs. (This provision does not prohibit school personnel from complying with the notice and reporting requirements of seclusion or restraint of a student by SROs as specified in Wis. Stat. § 118.305(4).)

K. Procedures

1. SROs will not be involved in ordinary school discipline but are permitted to be called as witnesses in student disciplinary meetings, suspension meetings or expulsion proceedings. The ability of SROs to provide police records for the purpose of school disciplinary hearing will be subject to the provisions of Wis. Stat. § 938.396.
2. Absent a real and immediate threat to student, teacher, or school safety, and absent the situations described herein where formal law enforcement intervention is deemed appropriate, building-level school administrators shall have final authority in the building.
3. The school administrator shall conduct his/her own investigation into whether the student violated school rules. This investigation may be

conducted in conjunction with or separate from an SRO's investigation, but the school may not use the law enforcement records as the sole basis for disciplinary action.

4. If SROs or either Police Department receives information of an ordinance violation or crime on campus, SROs shall notify the administration of the violation before initiating an investigation, unless the matter poses imminent danger, as soon as possible either directly, through email or telephone to the extent practical.
5. It is the intent of this agreement that SROs will report and process all crimes originating on campus to the Mequon and/or Thiensville Police Departments, as may be appropriate. Information on cases worked off-campus by either Police Department or other agencies involving students of the District will be provided to the SROs, but SROs will not normally be actively involved in off-campus investigations(s).
6. SROs will coordinate his/her actions with the District administration for law enforcement cases that occur outside the school environment.
7. SROs may assist school administration in conducting searches at the request of school administration, as long as SROs are assisting school officials in furtherance of the school's objectives in maintaining a safe and proper education environment as opposed to gathering evidence of a crime.

L. Police Interviewing of Students at School

1. In accordance with Mequon-Thiensville School District Board Policy #5539, SROs may conduct an investigation within the school building and interview students as witnesses in school during the school day. The interview may be recorded by an SRO. SROs shall work in conjunction with school administration when conducting an interview. Upon the conclusion of the interview and pursuant to terms of their respective notification procedures for such (see Exhibits C & D), the SROs, the respective Police Departments and/or the District shall contact the parents about the interview. SROs and the school principal (or designee) will confer to determine if the incident requires further law enforcement consideration. If it is deemed that the incident requires additional law enforcement consideration, Policy #5540 - Police and Other Agency Interrogation (Exhibit E), will be enacted. If the incident is deemed a school-related issue, the principal (or designee) will assume full responsibility for the continued investigation.

2. Requests from law enforcement officers or other agencies to interrogate students will be made through the principal's office. Upon receiving a request, it will be the responsibility of the principal to determine whether the request will be granted and parents will be called.
3. SROs or police officer(s) do not need parental permission from a student if the interview is initiated by a student, involves child abuse, or when it involves a matter of health or safety.

M. Taking a Student Into Custody

1. Students shall not be taken into custody at school, except where a student poses a real and immediate threat to students, staff or public safety or pursuant to a warrant or violent felony investigation.
2. School administration shall be consulted prior to a student being taken into custody when practicable.
3. The student's parent or guardian shall be notified of a child being taken into custody as soon as practicable.

N. Mequon-Thiensville School District Video Surveillance

1. District surveillance cameras are considered a tool to assist the District and both Police Departments protect the health, welfare, and safety of students, staff and visitors.
2. The District, SROs, and the Mequon Police Department shall have access to the District-owned surveillance camera system to the extent there is no violation of student privacy rights under state or federal law. Mequon Police Department access shall be limited to emergency or active threat situations on school grounds, if that access will assist the Department in responding to an emergency or threat and protecting the health or safety of any individual.
3. District personnel and the Mequon Police Department shall follow board policy regarding the District video surveillance system.
4. Should an SRO want access to recorded video for investigative purposes, access may be permitted via a request to the building administrator.
5. The District is responsible for the retention and administration of pupil records. SROs and the Mequon Police Department are responsible for the retention and administration of law enforcement records. The parties to

this memorandum of understanding will discuss the record retention and confidentiality aspects of any video record before a request and transfer of a video record occurs.

O. Fiscal Agent - Receipt and Disbursement of Funds

1. The City is to be the operator and fiscal agent of the SRO program and shall contract with the employee(s) to provide services in said program and shall be deemed the employer of said employee(s).
2. SROs are employees of the Mequon Police Department. The City will be responsible for the payment of SRO salaries and all other related benefits. The Mequon Police Department will maintain records relating to an SRO's work hours. The City will be responsible for payroll administration.

P. Emergency Powers Unaffected

1. The Mequon Chief of Police shall retain the authority to temporarily suspend the City's participation in this program and reassign any officer assigned to the program if the Chief of Police determines that such suspension and reassignment are necessary for the health, welfare, safety, and best interest of the community, and/or such is required by the City of Mequon, City ordinance, state law, and/or other exigent and/or compelling circumstances. Such suspension shall only be based on demonstrable, legitimate interests of the City and community. Under this provision, suspension from the School Resource Officer Program shall not be arbitrary or based upon unreasonable criteria. In cases of absence longer than three consecutive workdays from the District's schools, the District shall not be charged under the provisions of this Memorandum of Understanding.

CITY OF MEQUON

By: _____

Name: _____

Title: _____

Dated: _____

MEQUON-THIENSVILLE SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Dated: _____

VILLAGE OF THIENSVILLE

By: _____

Name: _____

Title: _____

Dated: _____

EXHIBIT A**School Resource Officer Funding Formula – 2024 Example**

	<u>School Resource Officer “A”</u>	<u>School Resource Officer “B”</u>
a. Total Salary and Benefits:	\$145,639.94	\$145,115.22
b. 68% Salary and Benefits:	\$99,035.16	\$98,678.35
c. MTSD Contribution (50% of line b):	\$49,517.58	\$49,339.17
d. Thiensville Contribution (7.26% of line b):	\$7,189.95	\$7,164.05
e. Mequon Contribution (Line a less lines c & d):	\$88,932.41	\$88,612.00
 Total MTSD Yearly Contribution:	 \$98,856.75	
Total Thiensville Yearly Contribution:	\$14,354.00	
Total Mequon Yearly Contribution:	\$177,544.40	

EXHIBIT B

Mequon-Thiensville School District Board Policy #[5539](#)

Exhibit C

Mequon Police Department Policy [#312](#)

Exhibit D

Mequon-Thiensville School District Board Policy #[5540](#)

Exhibit E

Mequon-Thiensville School District Board Policy #[5550](#)



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2913
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www.ci.mequon.wi.us

Office of Sewer

TO: Common Council
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: October 30, 2024
SUBJECT: RESOLUTION 4149 A Resolution Reassigning Undesignated Cash Reserves of \$1,000,000 within the Sewer Utility Fund to One-Time Capital Projects, in Accordance with City of Mequon Financial Policy Statement 3: Reserve Requirements

Background

In 2023, **Policy Statement 3: Reserve Requirements** was amended to include the Sewer Utility. Policy Statement 3 states that the Sewer Utility will strive to maintain an Undesignated Cash Reserve of between ten (10) and twelve (12) percent of the current year's Sewer Utility Operating Budget.

Analysis

The projected cash balance as of the close of FY24 for the Sewer Utility is included in the table below. The projected year-end Capital Project accounts balance is \$9,241,747 and the Reserve Policy of 10% of the current year's Operating Budget equates to \$939,785. This leaves an unassigned fund balance of just over \$1.3 million.

Cash/Cash Equivalents Balance (January 1st)	\$9,471,578
Net Income	\$3,657,699
Add: Depreciation	\$1,125,000
Less: Debt Principal Payments	(\$1,495,000)
Less: Capital Projects	(\$1,200,681)
Less: Amort on Bond Premium	(\$62,342)
Net Change in Cash	\$2,024,676
Cash/Cash Equivalents Balance (December 31st)	\$11,496,253
Reserved for Capital Projects	\$9,241,747
Reserve Policy (10%)	\$939,785
Unassigned	\$1,314,722

Fiscal Impact

Per Policy Statement 3, 10-12% of the sewer operating budget, or \$939,785.70 - \$1,127,741.64 should be maintained as an Undesignated Cash Reserve. Staff is recommending reallocation of \$1,000,000 as capital funding, resulting in a balance of \$1,254,507 or 13% of the operating budget. While this amount is in excess of the policy requirements, as noted the values are

projected. If after the FY24 audit, additional unassigned cash remains that the Sewer Utility District Commission is interested in reallocating, further action can be taken at that time. Alternatively, another review of the balance and policy will be completed as a part of the FY26 budget process.

Recommendation

On October 30, 2024, the Sewer Utility District Commission approved a recommendation in favor of approving the proposed resolution by a vote of 9-0.

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4149

A Resolution Reassigning Undesignated Cash Reserves of \$1,000,000 within the Sewer Utility Fund to One-Time Capital Projects, in Accordance with City of Mequon Financial Policy Statement 3: Reserve Requirements

RECITALS

A. City of Mequon **Financial Policy Statement 3: Reserve Requirements** allows Undesignated Cash Reserves within the Sewer Utility Fund to be reassigned for one-time capital improvements/projects.

B. The highest priority capital project for the Sewer Utility is the replacement of Lift Station E (Ranch Road) and associated capacity projects to address surcharging within the system during wet weather events.

C. As of October 23, 2024, the Sewer Utility accumulated a projected \$1,314,722 in cash available for reassignment.

D. The Sewer Utility District Commission recommended approval of the reassignment of undesignated cash reserves.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin, that \$1,000,000 in undesignated cash reserves be reassigned to the Sanitary Lift Station Fund (610669-740002).

Approved by: Andrew Nerbun, Mayor

Date Approved: November 12, 2024

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on November 12, 2024.

Caroline Fochs, City Clerk



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

www.ci.mequon.wi.us

Office of Sewer

TO: Common Council
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: November 12, 2024
SUBJECT: RESOLUTION 4150 A Resolution Adopting the Fiscal Year 2025 Sanitary Sewer Utility Budget and Establishing the 2025 Sanitary Sewer User Fee Schedule

Update to 10.30.24 Capital Allocation:

The October 30, 2024 Sewer Utility District Commission packet erroneously requested allocation of \$350,000 to the Sanitary Force Main capital account that should have been allocated to the Equipment Replacement account. The requested allocation is in anticipation of the termination of the shared television truck agreement and purchase of a new unit.

Exhibit D, Table 2 has been updated with the corrected allocation request for FY2025, which appears as follows:

Account Name	2025
1. Gravity Sanitary Sewer Fund	\$311,606
2. Sanitary Lift Station Fund	\$1,350,000
3. Sanitary Force Main Fund	\$0
4. Asset Management Fund	\$0
5. Equipment Replacement	\$350,000
TOTALS	\$2,011,606

Please note that the total allocation remains unchanged, and therefore does not impact the proposed budget. It simply modifies the allocation of the \$350,000 to the Equipment Replacement Fund and eliminates a FY2025 contribution to the Sanitary Force Main Fund. The net total allocation remains the same.

Exhibit C was updated to eliminate the borrowing originally anticipated for the Lift Station E project. Please note that while the projected capital cash flow allows for self-funding, Ehlers is recommending reevaluation of the minimum reserve requirements which could impact the City's bond rating. If the reserve policy is amended, a future borrowing could be required in 2028.

Accomplishments/Objectives:

The City's Sewer Utility manages, maintains and operates all of the City's sanitary sewer mains, 23 lift stations, manholes and siphons. Exhibit A includes detail of anticipated accomplishments for 2024 and projects/objectives for 2025. Please note that with vacancies in the Utility Manager and Engineering Services Coordinator positions, implementation of objectives and completion of

capital projects are impacted.

Sewer User Rate and Levy Policy:

In early 2024, the Sewer Utility adopted a Sewer User Rate and Levy Policy, which guides how the Sewer Utility Budget will be created, including the methods for establishing sewer user rates and levy.

Specifically, it requires that annually, the Sewer Utility budget shall be generated with the following goals:

- No adjustments to the Sewer District Tax Rate without a policy amendment.
- Self-funded capital accounts to meet the Utility's projected capital needs.
- Rate revenue adjustments to maintain a recommended debt service coverage ratio of 1.6.
- Level, sustainable user rate increases based on a 10-year outlook for the Sewer Utility.

Staff is required to report whether the policy framework is being achieved within each budget cycle. In years where not all goals are being met, staff shall provide a 10-year outlook (including the budget year) which shows the adjustments required to meet budgetary goals.

Sewer District Tax Rate:

Unless amended by policy, the sewer levy shall remain flat at \$7,262,821. The sewer levy funds the Metropolitan Milwaukee Sewerage District's (MMSD) annual capital requirements and self-funds for the Sewer Utility's capital projects. The levy is established and adopted annually via ordinance.

Sewer User Rates:

The user rates are made up of City operation and maintenance costs, in addition to a pass-through for MMSD operation and maintenance (O&M) costs.

Per policy, the Sewer Utility will utilize cash basis accounting for determining user rates. Cash basis accounting shall determine the total revenue requirements by adding operation and maintenance expenses, taxes/transfer payments, debt service (both principal and interest) payments and capital funding from user rates (excluding capital funded from levy), and subtracting the non-rate revenue. The user rates are established annually, concurrent to the fiscal year budget approval.

The user charges are billed differently for residential and non-residential accounts. Residential, non-water accounts receive a flat quarterly fee and residential water and non-residential accounts are charged based upon volumetric water uses. Both fees are based upon a combination of the pass-through charges to the Sewer Utility from MMSD and Sewer Utility operation and maintenance costs.

The calculation for the Sewer User Rate is included in Exhibit B. For 2025, the flat rate is proposed at \$85.00 and the volumetric rate is proposed to be \$8.479/1,000 gallons. This is a 5.5% increase over FY2024 and is consistent with the projection of the analysis completed by Ehlers in early 2024. The table below summarizes the history of the various sewer fees for the

past several years.

	2018	2019	2020	2021	2022	2023	2024	2025
Flat Rate User Charge (Quarterly):	\$71.00	\$72.00	\$73.00	\$73.00	\$74.00	\$78.00	\$83.00	\$85.00
Volumetric User Rate (per 1,000 gal):	\$5.887	\$6.343	\$6.765	\$6.765	\$6.844	\$7.55	\$8.041	\$8.479

As proposed, the debt service coverage ratio is 1.85. In order to meet the debt coverage ratio, the sewer user rate would need to increase significantly and fail to meet the policy goal of sustainable user rate increases. Over time, the debt service coverage ratio will be met. Per policy, the 10-year outlook of the Sewer Utility is included in Exhibit C.

Capital Funding:

The policy requires that the Sewer Utility endeavor to be self-funding for capital projects when practical and when user rates will not vary significantly as a result. A full detail of capital projects are outlined in Exhibit D. Please note that due to not meeting the goal to maintain the recommended debt service coverage ratio of 1.6, the capital planning includes a 10-year plan.

Accordingly, staff recommends approval of the resolution adopting the 2025 sanitary sewer budget, capital funding allocation and establishing the 2025 sanitary sewer user fee schedule as follows (including an amendment to the fee schedule):

	2025
Flat Rate User Charge (Quarterly):	\$85.00
Volumetric User Rate:	\$8.479

Recommendation:

On October 30, 2024, the Sewer Utility District Commission approved a recommendation in favor of adopting the proposed resolution by a vote of 9-0.

Attachments:

Ex A - FY24 Accomplishments FY25 Objectives (PDF)

Ex B - User Rate (PDF)

Ex D - Capital Fund Details REVISED (PDF)

Ex E - FY25 Sewer Budget (PDF)

Ex C - Debt Coverage Ratio/10-year Outlook REVISED (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4150

A Resolution Adopting the Fiscal Year 2025 Sanitary Sewer Utility Budget and Establishing the
2025 Sanitary Sewer User Fee Schedule

RECITALS

A. The City's sanitary sewer operations are administered within an enterprise/utility type accounting system, separate from the City's general operating and capital budgets.

B. The establishment of an equitable schedule of sewer user charge rates for January 1 through December 31, 2025, requires that an operating budget for the sanitary sewer operations be adopted.

C. The Sewer Utility District Commission at their meeting on October 30, 2024, has reviewed a schedule of sewer user fee rates for 2025 necessary to support the sewer budget and has recommended approval of such.

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

1. The 2025 Sanitary Sewer Budget attached hereto is adopted.
2. The following schedule of sewer user charge rates is established for the year 2025 and the City's fee schedule is thereby amended accordingly:

Residential (Non-Metered):	\$85.00 per quarter per unit / \$340.00 per year
Residential and Commercial Metered:	\$8.479 / 1,000 gallons

Approved by: Andrew Nerbun, Mayor

Date Approved: November 12, 2024

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on November 12, 2024.

Caroline Fochs, City Clerk

Exhibit A: FY2024 Accomplishments/FY2025 Objectives

FY2024 Accomplishments

In 2024, the Sewer Utility accomplished a number of objectives including:

- Coordinated a Sewer Long-Range Cash Flow and Rate Analysis.
- Established a Sewer Levy and User Rate Policy.
- Continued efforts toward compliance with the Compliance Maintenance Annual Report (CMAR) and Capacity, Management, Operation and Maintenance (CMOM) programs to reduce the number and magnitude of releases from the sanitary sewers to the environment, while protecting sewage collection and treatment facilities from high flows.
- Continued commercial sewer meter replacements and improvements.
- Of 3,922 structures, 1011 manholes were inspected and 90 to be rehabilitated with grout and/or epoxy coatings; internal/external were applied seals as part of a preventive maintenance program and Inflow/Infiltration (I/I) reduction on manholes in conjunction with the roadway maintenance program.
- Of approximately 184 miles of sewer pipeline, continued the Sewer Utility's 5-year maintenance cycle (water jet cleaned over 176,000 feet, televised over 37,750 feet of mainline sewer to date.
- Continued to collect and update City infrastructure data and incorporate into GIS.
- Continued efforts toward compliance with the CMAR, CMOM and MMSD Chapter 13 programs.
- Initiated a feasibility study to determine the capacity and design requirements to serve the southwest industrial area with public sewer.

The following capital projects were scheduled for 2024. The table below summarizes the current status of those capital projects:

Gravity Sanitary Sewer Fund	Status
Laguna Drive Sewer Connect New Station, Construct 1000ft, Phase I	Pending LS E Work
Ranch Road (extended) Area E Sewer Improvements, Construct 1300 ft, Phase II	In design
Lift Station Fund	Status
Ranch Rd Lift Station E Construction	In design
Install Magnetic Flow Meters (A,B,C,D,R)	Postponed
Decommissioning Studies (LS E, P)	LS E - In design
Force Main Fund	Status
Laguna Drive LS E Force Main Construct for new Connection	In design
Asset Management Fund	
Flow Meters, Rain Gauge, Flow Monitoring Quarterly Reports (East, Central, and West Trunk Gravity System)	Ongoing
Flow Metering - Lift Stations (A,D,U,R,T)	Ongoing
Software Upgrade – CCTV Camera	Delayed
GIS Improvement - Sewer Lateral Tools	Delayed

Exhibit A: FY2024 Accomplishments/FY2025 Objectives

Equipment Replacement Fund	Status
Equipment Replacement (Trucks, CCTV, Back Up Pumps)	Postponed
PPI/I Reduction – Reimbursable Account	Status
Riverdale Park Lift Station F Area Implementation (ME10005-ME01)	Complete
Riverland Drive Lift Station H Area Implementation (ME10005-ME01)	Complete
Ranch Road Lift Station E Area Implementation (M10005-ME02)	In Process
Ranch Road Lift Station E Area Inspection (M10005-ME02)	In Process

FY2025 Objectives:

The following detail are projects and elements that will influence the 2025 budget:

- Fill the Utility Manager and Engineering Field Services Coordinator positions.
- Ensure that appropriate condition assessments are conducted on sewer assets.
- Confirm the existence of any sanitary system components that do not function according to established reliability standards.
- Continue collection system staff training on operations and potential hazards and provide proper equipment and safety gear.
- Continued to collect and update City's infrastructure data, easement records and incorporate into GIS.
- Bid and construct capacity improvements with relief sewers Ranch Road Lift Station E.
- Coordinate with MMSD on a private property lateral replacement project.
- Perform outreach for easements for Potential onsite wet-weather storage site in easements at Fieldwood Drive LS G and Riverdale Park LS F.
- Evaluate feasibility for sewer system capacity improvements at the Port Washington Road Fire Station in the LS E basin, as no easement is required for system storage on City owned land at the Port Washington Road Fire Station in the LS E basin.
- Design capacity improvements in the Fieldwood Drive Lift Station "G" area to Glen Oaks Lane contingent upon wet weather storage in potential easement areas.
- Advertise for Bid the Lift Station E replacement at Laguna Drive (extended). Contract for the assessment of Heritage Siphon, the River Road Lift Station D iron pipe crossing under the Milwaukee River, and Lac du Cours cast iron laterals.
- Prepare a contract for the assessment of Heritage Siphon, the River Road Lift Station D iron pipe crossing under the Milwaukee River, and Lac du Cours cast iron laterals.
- Evaluate SCADA upgrades.
- Identify pumps for replacement in 2026.
- Add onsite generators to lift stations that currently do not have any and replace older obsolete generators (Finalize easements, address any zoning requirements and award contracts for generator installations at lift stations H, Q & K).
- Evaluate storm drainage conditions in Ravine Farm outlot along sanitary sewer easement, and determine if scour protection and any stabilization measures are necessary in 2026 budget

Exhibit A:
FY2024 Accomplishments/FY2025 Objectives

- Acquire meters and compile data to evaluate Central Trunk sewers infill impacts near Mequon Road (STH 167) and Cedarburg Road (STH 57).
- Complete planning study of Central Trunk sewers that can allow for future development and infill, including flow equalization at Mequon Road (STH 167 & STH 57 intersection).
- Replace pumps and valves at Lift Station R
- Replace onsite Generator and upgrade Generator Hut as Lift Station J
- Install new Communications Tower at Lift Station G
- Install new Communications Tower at Lift Station X

The FY2025 capital projects are outlined in Exhibit D.

Exhibit B: Calculation for the Sewer User Rate

Process Overview:

Per the policy, the budget was generated through this process:

1. Identify the anticipated expenses for the fiscal year by populating the anticipated fiscal year expenditures for both operation and maintenance and capital projects, both for the Sewer Utility and MMSD.
2. Calculate the revenue generated by the sewer levy. From that, subtract the MMSD capital charges to identify the remaining revenue available and allocate such as self-funding capital.
3. Identify the additional self-funded capital required to meet the annual projection of capital expenses and populate that as the revenue requirement for user rates.
4. Establish the estimated flow volume for the Sewer Utility for both residential and commercial users on the basis of the number of customers, the MMSD residential occupancy factor and equivalent residential units.
5. Adjust residential and commercial user rates and the tax exempt capital rate as required to meet the goals of the policy within a 10-year planning outlook.
6. Validate and report to the Sewer Utility District Commission whether the budget meets this policy's goals, including the amount allocated for undesignated cash reserves. *See budget memo.*
7. Allocate the capital funding and excess undesignated cash reserves to the appropriate capital accounts. *See separate agenda item.*

2025 CALCULATION OF SEWER USER CHARGE RATES

Exhibit B

<u>Rate Components</u>	<u>Annual Cost</u>	<u>Total (1,000 gals)</u>	<u>2025 Rate (1,000 gals)</u>	<u>2024 Rate (1,000 gals)</u>	<u>Change</u>	
MMSD O&M	\$1,851,938	489,869	\$3.780	\$3.486	0.295	
Mequon O&M	\$1,151,890	489,869	\$2.351	\$2.439	(0.088)	
Self Funded Capital	\$1,150,000	489,869	\$2.348	\$2.116	0.232	
Capital Debt Service	\$0	489,869	0.000	\$0.000	0.000	
Totals:	\$4,153,828		\$8.479	\$8.041	0.438	5.5%

Quarterly Flat Rate

<u>Customer Type</u>	<u>Rate (1,000 gals)</u>	<u>MMSD ROF</u>	<u>MMSD ERU</u>	<u>Days</u>	<u>2025</u>	<u>2024</u>	<u>Change</u>
Residential	\$8.479	2.29	48.0	365	\$85.05	\$83.05	2.3%
			40,121				

Estimated Flow Volume:

<u>Customer Type</u>	<u>Customers</u>	<u>MMSD ROF</u>	<u>MMSD ERU</u>	<u>Days</u>	<u>Total 2025 (1,000 gals)</u>	<u>2024</u>	<u>2025 Revenues</u>
Residential	7,524	2.29	48.0	365	301,869	309,775	\$2,559,688
Commercial	453	N/A	N/A	N/A	188,000	177,000	\$1,594,140
Totals:	7,977				489,869	486,775	\$4,153,828

MMSD O&M Charges

	<u>2025</u>	<u>2024</u>	<u>Change</u>	<u>% Change</u>
Estimated User Charge Billings Provided from MMDS	\$1,851,938	\$1,696,876	\$155,062	9.14%

Mequon O&M Charges

<u>Expense Type</u>	<u>2025</u>	<u>2024</u>	<u>Change</u>	
Total Operating Costs	8,675,264	\$7,913,134	\$762,130	
* Less - MMDS O&M	(\$1,851,938)	(\$1,696,876)	(\$155,062)	
** Less - MMDS Capital	(\$5,154,636)	(\$4,629,571)	(\$525,065)	11.3%
*** Less - Other Income	(516,800.00)	(\$399,300)	(\$117,500)	
Totals:	\$1,151,890	\$1,187,387	(\$35,497)	

* MMDS O&M costs are calculated as a separate component and need to be deducted in order not to be counted twice.

** MMDS sewer capital charges are paid through the tax levy and should not be included in the amount needed to be covered through user fees.

*** Interest, Late fees, and Misc revenues reduce the amount of the Mequon O&M charges needed to be covered through user fees.

	<u>2025</u>	<u>2024</u>	<u>Change</u>
<u>Tax Exempt Capital Rate</u>			
Budgeted MMDS Capital Costs	\$5,154,636	\$4,629,571	\$525,065
Mequon Capital Costs	\$420,000	\$620,000	(\$200,000)
(CSM, MATC, Concordia)			
Total annual estimated sewer flow	489,869	486,775	3,094
Calculated rate per 1,000 gallons	\$11.38	\$10.78	5.5%

Tax Levy proof

<u>Line Item</u>	<u>2025</u>
Pilot Revenues	(131,000.00)
Tax Exempt user fees	(411,000.00)
Sewer Tax Levy	(7,262,821.00)
Amort of Bond Premium	(62,342.00)
MMDS sewer Capital charges	\$5,154,636
Capital Funding	861,606.00
Interest payments (excluding S/A's)	305,921.00
Debt Principle payments	1,545,000.00

Attachment: Ex B - User Rate (RESOLUTION 4150 : FY2025 Sewer Budget and User Rate)

Exhibit D: Sewer Capital Project Improvement and Funding Plan

The Sewer Utility applies user fees to provide capital self-funding. The types of projects included in the Sewer Capital Project Fund are based upon an expected life-cycle of greater than 10 years, where a depreciable asset value is established. Table 1 summarizes the history of self-funding for capital projects.

Table 1 – History of Self-Funded Capital Budgets

2018	2019	2020	2021	2022	2023	2024
\$1,040,000	\$720,000	\$1,420,000	\$1,350,000	\$1,350,000	\$2,073,286	\$2,431,879

The Sewer Utility capital funding consists of five universal sinking fund accounts. The categorical accounts allow the Sewer Utility to meet long-term needs rather than being project specific. In addition, the funds formed by periodically setting aside money for the replacement of assets give the Sewer Utility the long-term financial ability to perform required capital projects. These sinking funds earmark or reserve funds for specific purposes and categories, rather than only for specific projects.

These self-funded capital accounts are established as sinking funds to provide for level budgeting and long-term funding. Projects generally fall into the following categories:

1. Gravity Sanitary Sewer Fund

The Gravity Sewer Fund is required for relay and replacement of over 165 miles of sewer main and 3,875 manhole structures that will require renewal over anticipated life cycles. Methods of sewer installation include open-cut trenching and trenchless technologies such as directional drilling, micro-tunneling, and cured-in-place pipe (CIPP) installation. Capital grouting of sewer mains is another method implored to reduce infiltration into the collection system. Methods for manhole rehabilitation are cementitious or epoxy lining or grouting; otherwise sectional or complete replacement is required. CMOM (Capacity Management, Operations and Maintenance annual report) and CMAR (Compliance Maintenance Annual Report required by the Wisconsin Department of Natural Resources) regulatory requirements for system upgrades are planned, such as reducing inflow and infiltration during wet weather to reduce sanitary sewer overflows and bypass events in locations near the river. In 2022 the City's hydraulic model was updated, as part of the East Trunk System north of Mequon Road, and in 2023 it was used to design capacity improvements for a new Lift Station E.

2. Sanitary Lift Station Fund

The Sanitary Lift Station Fund is required for various types of projects for the 23 existing lift stations including the expansion or replacement of existing lift stations and their appurtenances, as well as the construction of new stations. The funds are also utilized for projects identified as part of condition assessment studies, such as replacing pumps and transfer switches for safety. In addition, CMOM and CMAR regulatory requirements are addressed to minimize sanitary sewer overflows and optimize the system by upsizing pumps, increasing wet well capacity, and upgrading SCADA (system for controls and data acquisition) based on magnetic flow meters. In the event the replacement of a lift station requires funding that exceeds the sinking fund balance, such as potentially for replacement

Exhibit D: Sewer Capital Project Improvement and Funding Plan

of the Ranch Road Lift Station E, borrowed funds would be necessary for major construction improvements unless the mil rate is increased to accumulate additional funds in 2024 for anticipated construction in 2024-2025.

3. **Sanitary Force Main Fund**

The Sanitary Force Main Fund is required for the design, replacement, new construction, retrofits, and large-scale cleaning of over 20 miles of sanitary force main. Prioritized projects outlined below were identified as part of the systematic replacement of cast iron force mains, the 2018 force main maintenance study, and 2021 Condition Assessments for Fieldwood Drive Lift Station G and Riverdale Park Lift Station F that are part of the East Trunk System north of Mequon Road. In 2022, the Tamerlane Drive Lift Station “O” was designed, and constructed in 2023. CMOM and CMAR require collection system upgrades and maintenance to maintain and keep the sewer system in compliance with WDNR requirements.

4. **Asset Management Fund**

The Asset Management Fund is a sinking fund utilized to upgrade, install and expand the SCADA (System Control And Data Acquisition) equipment at the utility, and improve/add supply equipment and facilities. Proposed projects include replacing commercial remote access meters, valves, SCADA upgrades, maintaining a computer server for sewer exam records, GIS (geographic information system) upgrades for CMAR and CMOM reporting, evaluation of system life costs and projections, a 20-year planning study of all three major sewersheds, and others. Additional upgrades include installation of new sewer meters.

5. **Equipment Replacement Fund**

The Equipment Replacement Fund is a sinking fund for the replacement of sewer equipment. It has been utilized previously for the purchase of the City’s sewer vacuum truck and camera truck that is shared with Shorewood and Brown Deer. The camera incurs nearly constant operation that requires routine maintenance. Typically, this piece of equipment, last acquired in 2015, is planned for replacement on a 10-year cycle. Other routine equipment replacement includes portable back-up generators for lift stations, portable pumps for bypass operations, and sewer main cleaning equipment such as hoses and jet nozzles. Previous years’ purchases have included acquisitions to replace pick-up trucks for the sewer maintenance crew, and that sinking fund will continue. Other anticipated purchases include replacement of the hose reel camera or acquisition of a new lateral evaluation televising system (LETS) camera for lateral inspections. This equipment is required to meet CMOM and CMAR required routine cleaning, inspection and condition assessments to maintain system compliance with WDNR requirements.

REIMBURSABLE CAPITAL ACCOUNT

Private Property Infiltration and Inflow Reimbursement Fund

The PPI/I Fund is for sewer lateral work. This work can be done in stand-alone contracts or in combination with work on the public sewer main contracts. The sewer lateral work has historically been performed in the right-of-way and on private property, where per Code, the City is responsible for the lateral within the right-of-way. The available

Exhibit D: Sewer Capital Project Improvement and Funding Plan

unallocated MMSD funds in the amount of \$445,300 are available to complete sewer lateral work in the Lift Station F & H Areas. Additionally, the available unallocated MMSD funds in the amount of \$68,368 are available to complete sewer lateral work in the Lift Station E Area. Also, staff sent an application to MMSD for competitive funding to address prioritized projects. This award is scheduled for announcement on September 21, 2023. In the event the competitive funding is not awarded to Mequon Sewer Utility, then staff will bring back an item to the Commission to address utilization of the annual allocation from MMSD and/or any considerations for self-funding to complete necessary sewer lateral work.

The Sewer Utility has also identified specific projects for this funding. For some projects, the respective account requires funding over a multi-year budget cycle in order to achieve adequate financing. For example, the replacement of the City's largest lift station, Ranch Road or Lift Station E, is estimated at \$8.8M and accumulation of annual allocations (along with remaining bond proceeds from 2020 relief sewer project) makes self-funding the replacement of Lift Station a possibility. The scale or proportion of funding established for each account category is intended to address the priorities of the Sewer Utility. The sinking funds are required for various types of projects. The funds are to address any regulatory requirements and projects identified as a part of a study for system improvements.

Table 2 projects the self-funding capital needs over the next 10 years.

Table 2 – Self-Funded Capital Funds

Account Name	2025	2026	2027	2028	2029
1. Gravity Sanitary Sewer Fund	\$311,606	\$750,000	\$750,000	\$850,000	\$850,000
2. Sanitary Lift Station Fund	\$1,350,000	\$915,000	\$1,100,000	\$1,000,000	\$925,000
3. Sanitary Force Main Fund	\$0	\$500,000	\$500,000	\$700,000	\$900,000
4. Asset Management Fund	\$0	\$0	\$15,000	\$15,000	\$25,000
5. Equipment Replacement	\$350,000	\$35,000	\$35,000	\$35,000	\$100,000
TOTALS	\$2,011,606	\$2,200,000	\$2,400,000	\$2,600,000	\$2,800,000

The Utility's 10-year project plan is attached. The accumulation of capital funds allows for level funding and minimizes fluctuations in user rates. Some capital projects require large-scale funding and/or several years' worth of funding prior to the utilization of the funds.

The Capital Funding Analysis is shown in Table 4. The available budget with respect to the sinking fund accumulation of capital funds identifies potential shortfalls for capital projects requiring large scale funding.

As previously noted, Table 4 assumes that the SUDC approved both the reassignment of undesignated cash reserves and approved staff's recommendation for mill rate and user charges. If any of those items are amended or denied, the final budget package will reflect those modifications.

Exhibit D:
Sewer Capital Project Improvement and Funding Plan

Table 4 - Capital Funding Analysis

	2024	2025	2026	2027	2028	2029
Budget Available (Jan.1)	\$ 6,060,549	\$ 9,241,747	\$3,877,493	\$1,522,353	\$1,466,353	\$ 810,353
Reallocation of Unassigned Cash	\$1,950,000	\$1,000,000				
Capital Funding	\$2,431,879	\$2,011,606	\$2,200,000	\$2,400,000	\$2,600,000	\$2,800,000
Total Funds Available	\$10,442,428	\$12,253,353	\$6,077,493	\$3,922,353	\$4,066,353	\$3,610,353
Capital Expenses	\$1,200,681	\$8,375,860	\$4,555,140	\$2,456,000	\$3,256,000	\$1,236,000
End of Year Balance*	\$9,241,747	\$3,877,493	\$1,522,353	\$1,466,353	\$810,353	\$2,374,353

*In 2024 the capital funding analysis year-end balance was projected as a deficit that would require borrowing to complete the Replacement of the Lift Station E along Ranch Road. Due to lack of capital spending in 2024 and unassigned cash available for reallocation, a borrowing may no longer be required. However, capital funding analysis will be reviewed as the project progresses, anticipated for construction over the 2025-2026 fiscal years.

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 625		2025 SEWER AND WATER UTILITY BUDGETS					FOR PERIOD 99	
ACCOUNTS FOR:		2023	2024	2024	2024	2024	2025	
Sewer UT Fund		ACTUAL	ORIG BUD	REVISED BUD	ACTUAL	PROJECTION	DEPT HEAD	COMMENT
610669	Sewer UT Operations							
35	TAXES							
610669	435101 Prop Tax	531.13	.00	.00	.00	.00	.00	_____
	TOTAL TAXES	531.13	.00	.00	.00	.00	.00	_____
45	GENERAL FEES							
610669	445106 Misc Rev	.00	.00	.00	.00	.00	.00	_____
	TOTAL GENERAL FEES	.00	.00	.00	.00	.00	.00	_____
55	SPECIAL ASSESSMENTS							
610669	455102 Special As	.00	.00	.00	.00	.00	.00	_____
610669	455103 S/A Intere	-150.04	-300.00	-300.00	.00	-300.00	-300.00	_____
	TOTAL SPECIAL ASSESSMENTS	-150.04	-300.00	-300.00	.00	-300.00	-300.00	_____
58	OTHER REVENUE							
610669	458201 LTDebtPrd	.00	.00	.00	.00	.00	.00	_____
610669	458203 Amort - BP	-62,341.65	-62,342.00	-62,342.00	.00	-62,342.00	-62,342.00	_____
610669	458301 PILOT Rev	-3,202.18	-121,000.00	-121,000.00	-119,820.33	-119,820.33	-131,000.00	_____
610669	458302 Prior Year	.00	.00	.00	.00	.00	.00	_____
610669	458303 RevReduct	.00	.00	.00	.00	.00	.00	_____
610669	458501 OtherGrant	.00	.00	.00	.00	.00	.00	_____
	TOTAL OTHER REVENUE	-65,543.83	-183,342.00	-183,342.00	-119,820.33	-182,162.33	-193,342.00	_____
59	INVESTMENT REVENUE							
610669	459101 Interest	-497,405.00	-250,000.00	-250,000.00	-545,740.97	-727,655.00	-312,500.00	_____
610669	459102 PrcdsCapLe	.00	.00	.00	.00	.00	.00	_____
	TOTAL INVESTMENT REVENUE	-497,405.00	-250,000.00	-250,000.00	-545,740.97	-727,655.00	-312,500.00	_____
60	SEWER - OPERATING							
610669	460201 ResMeas	-1,068,481.72	-952,468.00	-952,468.00	-816,302.80	-1,088,500.00	-1,100,000.00	_____
610669	460202 PubAuth	.00	.00	.00	.00	.00	.00	_____
610669	460203 ComMeas	-1,374,064.50	-1,423,295.00	-1,423,295.00	-1,179,484.37	-1,572,700.00	-1,600,000.00	_____
610669	460204 SrvMMSDCap	.00	.00	.00	.00	.00	.00	_____
610669	460205 ResFlat	-1,443,983.67	-1,538,500.00	-1,538,500.00	-1,151,455.00	-1,535,300.00	-1,600,000.00	_____
610669	460206 TaxExptCap	-400,430.29	-440,000.00	-440,000.00	-292,254.45	-390,000.00	-411,000.00	_____
610669	460208 Misc Opera	-26,638.42	-15,000.00	-15,000.00	-42,384.10	-62,000.00	-60,000.00	_____

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 625		2025 SEWER AND WATER UTILITY BUDGETS					FOR PERIOD 99	
ACCOUNTS FOR:		2023	2024	2024	2024	2024	2025	
Sewer	UT Fund	ACTUAL	ORIG BUD	REVISED BUD	ACTUAL	PROJECTION	DEPT HEAD	COMMENT
TOTAL SEWER - OPERATING		-4,313,598.60	-4,369,263.00	-4,369,263.00	-3,481,880.72	-4,648,500.00	-4,771,000.00	
61	SEWER - NON OPERATIN							
610669	461101 Sewer Prop	-7,213,956.00	-7,262,821.00	-7,262,821.00	-7,261,702.08	-7,261,702.08	-7,262,821.00	
610669	461102 Sewer Gran	.00	.00	.00	.00	.00	.00	
610669	461302 Int S/A	.00	.00	.00	.00	.00	.00	
TOTAL SEWER - NON OPERATIN		-7,213,956.00	-7,262,821.00	-7,262,821.00	-7,261,702.08	-7,261,702.08	-7,262,821.00	
63	WATER - OTHER OPERAT							
610669	463701 LatePnlty	-16,917.57	-13,000.00	-13,000.00	-8,237.28	-14,200.00	-13,000.00	
610669	463702 TaxCertFee	.00	.00	.00	.00	.00	.00	
TOTAL WATER - OTHER OPERAT		-16,917.57	-13,000.00	-13,000.00	-8,237.28	-14,200.00	-13,000.00	
64	WATER - NON OPERATIN							
610669	465421 ContrCap	-1,604,035.56	.00	.00	.00	.00	.00	
TOTAL WATER - NON OPERATIN		-1,604,035.56	.00	.00	.00	.00	.00	
69	PROJECT FUNDING							
610669	469009 TransferIn	.00	.00	.00	.00	.00	.00	
TOTAL PROJECT FUNDING		.00	.00	.00	.00	.00	.00	
70	SALARIES							
610669	670101 Salaries	468,437.29	532,787.81	532,787.81	281,065.52	400,000.00	542,328.00	
610669	670104 Vacation	.00	.00	.00	.00	.00	.00	
610669	670105 Sick Pay	.00	.00	.00	.00	.00	.00	
610669	670106 CompTime	33,808.21	25,000.00	25,000.00	29,412.00	35,000.00	25,000.00	
610669	670201 OverTime	3,238.59	3,000.00	3,000.00	2,122.83	3,000.00	3,000.00	
610669	670202 Stand By	614.16	5,000.00	5,000.00	.00	4,000.00	4,000.00	
610669	670205 FMLA	9,992.84	.00	.00	.00	.00	.00	
610669	670206 EmergLeave	.00	.00	.00	.00	.00	.00	
610669	670301 Longevity	.00	.00	.00	.00	.00	.00	
610669	670401 MuniSupsvs	224,221.58	214,500.00	214,500.00	.00	224,500.00	266,500.00	
TOTAL SALARIES		740,312.67	780,287.81	780,287.81	312,600.35	666,500.00	840,828.00	
73	FRINGE BENEFITS							
610669	673101 Social Sec	36,199.94	39,666.00	39,666.00	24,277.15	30,100.00	39,863.00	
610669	673102 Retirement	34,310.65	36,167.00	36,167.00	22,954.71	28,500.00	36,931.00	
610669	673103 W/C Insure	15,046.22	15,200.00	15,200.00	7,180.67	14,360.00	13,200.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 625			2025 SEWER AND WATER UTILITY BUDGETS					FOR PERIOD 99	
ACCOUNTS FOR:			2023	2024	2024	2024	2024	2025	
Sewer	UT	Fund	ACTUAL	ORIG BUD	REVISED BUD	ACTUAL	PROJECTION	DEPT HEAD	COMMENT
610669	673104	UnempComp	.00	.00	.00	.00	.00	.00	
610669	673201	Health Ins	141,217.32	158,174.17	158,174.17	103,145.08	125,000.00	172,017.00	
610669	673202	Dental Ins	5,619.50	5,672.00	5,672.00	3,719.67	4,500.00	4,176.00	
610669	673203	Life Ins	1,601.54	1,770.00	1,770.00	762.49	915.00	965.00	
610669	673204	Disability	1,614.65	2,000.00	2,000.00	797.06	1,000.00	1,100.00	
TOTAL FRINGE BENEFITS			235,609.82	258,649.17	258,649.17	162,836.83	204,375.00	268,252.00	
75	OTHER STAFF COSTS								
610669	675101	Uniforms	2,070.00	2,250.00	2,250.00	.00	2,250.00	2,250.00	
TOTAL OTHER STAFF COSTS			2,070.00	2,250.00	2,250.00	.00	2,250.00	2,250.00	
76	ADMIN & GENERAL EXP								
610669	676205	OPEB Pen	84,118.00	.00	.00	.00	.00	.00	
TOTAL ADMIN & GENERAL EXP			84,118.00	.00	.00	.00	.00	.00	
80	MATERIALS & SUPPLIES								
610669	680101	Office Sup	679.06	1,000.00	1,000.00	513.02	800.00	1,000.00	
610669	680301	WS-Admin	17,765.02	18,000.00	18,000.00	22,455.97	18,000.00	20,000.00	
610669	680402	Motor Fuel	14,515.38	20,000.00	20,000.00	10,436.43	20,000.00	20,000.00	
610669	680504	Telephone	3,084.06	2,000.00	2,000.00	1,430.62	2,700.00	3,000.00	
610669	680505	Postage	11,368.89	14,500.00	14,500.00	10,345.77	14,500.00	14,500.00	
TOTAL MATERIALS & SUPPLIES			47,412.41	55,500.00	55,500.00	45,181.81	56,000.00	58,500.00	
83	PURCHASED SERVICES								
610669	683101	Cnsult-Gen	2,028.73	24,000.00	24,000.00	23,765.96	24,000.00	24,000.00	
610669	683201	Cntrct-Gen	22,208.84	23,500.00	23,500.00	11,200.00	23,500.00	23,500.00	
610669	683202	Cntrct-Mnt	1,719.34	5,000.00	5,000.00	4,702.36	5,000.00	5,000.00	
610669	683401	Liab Ins	25,893.40	38,000.00	38,000.00	10,000.00	38,000.00	38,760.00	
610669	683402	Auto Insur	3,706.52	4,000.00	4,000.00	2,212.68	4,425.00	4,600.00	
610669	683501	Train/Conf	4,210.00	7,500.00	7,500.00	1,025.00	5,000.00	7,500.00	
610669	683702	Misc.Servs	.00	.00	.00	.00	.00	.00	
610669	683901	Contingenc	.00	.00	.00	.00	.00	.00	
TOTAL PURCHASED SERVICES			59,766.83	102,000.00	102,000.00	52,906.00	99,925.00	103,360.00	
88	EQUIPMENT / LEASES								
610669	688120	Rentals	60,801.00	68,000.00	68,000.00	.00	58,500.00	58,500.00	
TOTAL EQUIPMENT / LEASES			60,801.00	68,000.00	68,000.00	.00	58,500.00	58,500.00	
95	OPERATING EXPENSES								
610669	695102	Power/Fuel	99,808.93	100,000.00	100,000.00	84,990.02	100,000.00	100,000.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 625		2025 SEWER AND WATER UTILITY BUDGETS						FOR PERIOD 99	
ACCOUNTS FOR:			2023	2024	2024	2024	2024	2025	
Sewer UT Fund			ACTUAL	ORIG BUD	REVISED BUD	ACTUAL	PROJECTION	DEPT HEAD	COMMENT
610669	695103	SystemReh	7,386.57	135,000.00	135,000.00	4,530.05	135,000.00	135,000.00	
610669	695104	TV Equip	8,900.24	15,000.00	15,000.00	10,000.00	10,000.00	30,000.00	
610669	695105	System Rep	27,720.47	60,000.00	60,000.00	61,695.11	60,000.00	60,000.00	
610669	695108	SewageO&M	1,681,450.49	1,696,876.00	1,696,876.00	1,706,490.00	1,706,490.00	1,851,938.00	
610669	695109	SewageCap	4,611,684.00	4,629,571.00	4,629,571.00	4,582,396.00	4,582,396.00	5,154,636.00	
610669	695111	Transport	3,051.56	5,000.00	5,000.00	4,104.45	5,000.00	5,000.00	
610669	695114	Equip Repl	.00	5,000.00	5,000.00	2,533.13	5,000.00	7,000.00	
610669	695201	TranCapRes	.00	.00	.00	.00	.00	.00	
TOTAL OPERATING EXPENSES			6,440,002.26	6,646,447.00	6,646,447.00	6,456,738.76	6,603,886.00	7,343,574.00	
96	NON-OPERATING EXPENS								
610669	686604	BadDebt	498.70	.00	.00	671.53	671.53	.00	
610669	696101	Depreciati	1,083,213.25	1,125,000.00	1,125,000.00	.00	1,125,000.00	1,125,000.00	
610669	696201	Amortizati	.00	.00	.00	.00	.00	.00	
610669	696204	Amort Bond	.00	.00	.00	.00	.00	.00	
610669	696401	Principal	.00	.00	.00	.00	.00	.00	
610669	696501	Interest	406,326.65	359,713.00	359,713.00	277,981.63	359,713.00	305,921.00	
TOTAL NON-OPERATING EXPENS			1,490,038.60	1,484,713.00	1,484,713.00	278,653.16	1,485,384.53	1,430,921.00	
TOTAL Sewer UT Operations			-4,550,943.88	-2,680,879.02	-2,680,879.02	-4,108,464.47	-3,657,698.88	-2,446,778.00	
TOTAL Sewer UT Fund			-4,550,943.88	-2,680,879.02	-2,680,879.02	-4,108,464.47	-3,657,698.88	-2,446,778.00	
TOTAL REVENUE			-13,711,075.47	-12,078,726.00	-12,078,726.00	-11,417,381.38	-12,834,519.41	-12,552,963.00	
TOTAL EXPENSE			9,160,131.59	9,397,846.98	9,397,846.98	7,308,916.91	9,176,820.53	10,106,185.00	
GRAND TOTAL			-4,550,943.88	-2,680,879.02	-2,680,879.02	-4,108,464.47	-3,657,698.88	-2,446,778.00	

** END OF REPORT - Generated by Marie Keyser **

Attachment: Ex E - FY25 Sewer Budget (RESOLUTION 4150 : FY2025 Sewer Budget and User Rate)

DEPARTMENT BUDGET REQUESTS

BUDGET PROJECTION 625 2025 SEWER AND WATER UTILITY BUDGETS

ORG	OBJECT PROJ	ACCOUNT DESCRIPTION	CURRENT ADJ BUDGET	PROJECTED ACTUAL	DEPT HEAD	PERCENT CHANGE
610669	435101 0610-10-669-000-435101-	General Property Tax	.00	.00	.00	.00
610669	445106 0610-10-669-000-445106-	Miscellaneous Rev.	.00	.00	.00	.00
610669	455102 0610-10-669-000-455102-	Special Assessment Rev	.00	.00	.00	.00
610669	455103 0610-10-669-000-455103-	S/A Interest	-300.00	-300.00	-300.00	.00
610669	458201 0610-10-669-000-458201-	Long Term Debt Prcds	.00	.00	.00	.00
610669	458203 0610-10-669-000-458203-	Amort - Bond Premium	-62,342.00	-62,342.00	-62,342.00	.00
610669	458301 0610-10-669-000-458301-	PILOT Revenue	-121,000.00	-119,820.33	-131,000.00	8.26
		PILOT Revenue	1.00	131,000.00	-131,000.00	
610669	458302 0610-10-669-000-458302-	Prior Years Expense	.00	.00	.00	.00
610669	458303 0610-10-669-000-458303-	Revenue Reduction	.00	.00	.00	.00
610669	458501 0610-10-669-000-458501-	Other Grants / Donations	.00	.00	.00	.00
610669	459101 0610-10-669-000-459101-	Interest-Investments	-250,000.00	-727,655.00	-312,500.00	25.00
610669	459102 0610-10-669-000-459102-	Proceeds - Capital Lease	.00	.00	.00	.00
610669	460201 0610-10-669-000-460201-	Residential-Measured	-952,468.00	-1,088,500.00	-1,100,000.00	15.49
610669	460202 0610-10-669-000-460202-	Public Authority	.00	.00	.00	.00
610669	460203 0610-10-669-000-460203-	Commercial-Measured	-1,423,295.00	-1,572,700.00	-1,600,000.00	12.42
610669	460204 0610-10-669-000-460204-	Service-MMSD Capital	.00	.00	.00	.00

DEPARTMENT BUDGET REQUESTS

BUDGET PROJECTION 625 2025 SEWER AND WATER UTILITY BUDGETS

ORG	OBJECT PROJ	ACCOUNT DESCRIPTION	CURRENT ADJ BUDGET	PROJECTED ACTUAL	DEPT HEAD	PERCENT CHANGE
610669	460205	Residential-Flat Rate	-1,538,500.00	-1,535,300.00	-1,600,000.00	4.00
	0610-10-669-000-460205-					
610669	460206	Tax Exempt Capital Fees	-440,000.00	-390,000.00	-411,000.00	-6.59
	0610-10-669-000-460206-					
610669	460208	Misc Operating Revenue	-15,000.00	-62,000.00	-60,000.00	300.00
	0610-10-669-000-460208-					
610669	461101	Sewer Property Tax	-7,262,821.00	-7,261,702.08	-7,262,821.00	.00
	0610-10-669-000-461101-					
610669	461102	Sewer Grant Revenue	.00	.00	.00	.00
	0610-10-669-000-461102-					
610669	461302	Interest-S/A	.00	.00	.00	.00
	0610-10-669-000-461302-					
610669	463701	Late Penalty Revenue	-13,000.00	-14,200.00	-13,000.00	.00
	0610-10-669-000-463701-					
610669	463702	Tax Certification Fees	.00	.00	.00	.00
	0610-10-669-000-463702-					
610669	465421	Capital Contributions	.00	.00	.00	.00
	0610-10-669-000-465421-					
610669	469009	Transfers In	.00	.00	.00	.00
	0610-10-669-000-469009-					
610669	670101	Salaries	532,787.81	400,000.00	542,328.00	1.79
	0610-10-669-000-670101-					
			1.00	77,126.00	77,126.00	
			1.00	85,130.00	85,130.00	
			1.00	73,848.00	73,848.00	
			1.00	55,961.00	55,961.00	
			1.00	55,961.00	55,961.00	
			.50	50,366.00	25,183.00	
			1.00	54,995.00	54,995.00	
			1.00	29,120.00	29,120.00	
			.50	90,000.00	45,000.00	
			1.00	11,070.00	-11,070.00	
			1.00	16,074.00	16,074.00	
		INTERNS				
		UTILITY MANAGER VACANCY				
		2% Vacancy Discount				
		Level III Comp Analysis Salary				
		Adjustments				
		ENGINEERING FIELD COORDINATOR VACANCY	.50	70,000.00	35,000.00	
610669	670104	Vacation	.00	.00	.00	.00
	0610-10-669-000-670104-					

DEPARTMENT BUDGET REQUESTS

BUDGET PROJECTION 625 2025 SEWER AND WATER UTILITY BUDGETS

ORG	OBJECT PROJ	ACCOUNT DESCRIPTION	CURRENT ADJ BUDGET	PROJECTED ACTUAL	DEPT HEAD	PERCENT CHANGE
610669	670105	Sick Pay	.00	.00	.00	.00
	0610-10-669-000-670105-					
610669	670106	Comp Time	25,000.00	35,000.00	25,000.00	.00
	0610-10-669-000-670106-					
610669	670201	OverTime	3,000.00	3,000.00	3,000.00	.00
	0610-10-669-000-670201-					
610669	670202	Stand By Pay	5,000.00	4,000.00	4,000.00	-20.00
	0610-10-669-000-670202-					
610669	670205	Medical Leave	.00	.00	.00	.00
	0610-10-669-000-670205-					
610669	670206	Emergency Medical Leave	.00	.00	.00	.00
	0610-10-669-000-670206-					
610669	670301	Longevity	.00	.00	.00	.00
	0610-10-669-000-670301-					
610669	670401	Municipal Support Services	214,500.00	224,500.00	266,500.00	24.24
	0610-10-669-000-670401-					
610669	673101	Social Security	39,666.00	30,100.00	39,863.00	.50
	0610-10-669-000-673101-					
			.00	.00	4,584.00	
			.00	.00	1,072.00	
			.00	.00	4,829.00	
			.00	.00	1,129.00	
			.00	.00	4,170.00	
			.00	.00	975.00	
			.00	.00	3,196.00	
			.00	.00	748.00	
			.00	.00	3,091.00	
			.00	.00	723.00	
			.00	.00	1,422.00	
			.00	.00	333.00	
			.00	.00	2,798.00	
			.00	.00	654.00	
		FICA/MEDICARE ON OT & STANDBY PAY	1.00	1,377.00	1,377.00	
		INTERNS	1.00	2,228.00	2,228.00	
		2% Vacancy Discount	1.00	815.00	-815.00	
		UTILITIES MANAGER VACANCY FICA/MEDICARE	.50	6,884.00	3,442.00	
		LEVEL III COMPENSATION ANALYSIS FICA	1.00	1,230.00	1,230.00	
		ADJUSTMENTS				
		ENGINEERING FIELD COORDINATOR VACANCY	.50	5,354.00	2,677.00	

DEPARTMENT BUDGET REQUESTS

BUDGET PROJECTION 625 2025 SEWER AND WATER UTILITY BUDGETS

ORG	OBJECT PROJ	ACCOUNT DESCRIPTION	CURRENT ADJ BUDGET	PROJECTED ACTUAL	DEPT HEAD	PERCENT CHANGE
610669	673102	Retirement	36,167.00	28,500.00	36,931.00	2.11
		0610-10-669-000-673102-				
			.00	.00	5,360.00	
			.00	.00	5,917.00	
			.00	.00	5,132.00	
			.00	.00	3,889.00	
			.00	.00	3,889.00	
			.00	.00	1,750.00	
			.00	.00	3,822.00	
		WRS ON STANDBY/OT	1.00	1,250.00	1,250.00	
		2% Vacancy Discount	1.00	755.00	-755.00	
		UTILITY MANAGER VACANCY WRS	.50	6,256.00	3,128.00	
		LEVEL III COMPENSATION ANALYSIS WRS	1.00	1,117.00	1,117.00	
		ADJUSTMENTS				
		ENGINEERING FIELD COORDINATOR VACANCY	.50	4,864.00	2,432.00	
610669	673103	Worker's Comp Insurance	15,200.00	14,360.00	13,200.00	-13.16
		0610-10-669-000-673103-				
610669	673104	Unemployment Compensation	.00	.00	.00	.00
		0610-10-669-000-673104-				
610669	673201	Health Insurance	158,174.17	125,000.00	172,017.00	8.75
		0610-10-669-000-673201-				
			.00	.00	11,337.00	
			.00	.00	27,897.00	
			.00	.00	27,897.00	
			.00	.00	11,337.00	
			.00	.00	27,033.00	
			.00	.00	13,949.00	
			.00	.00	27,897.00	
		2% Vacancy Discount	1.00	3,228.00	-3,228.00	
		UTILITY MANAGER VACANCY HEALTH	.50	27,898.00	13,949.00	
		ENGINEERING FIELD COORDINATOR FAMILY	.50	27,898.00	13,949.00	
		HEALTH VACANCY				
610669	673202	Dental Insurance	5,672.00	4,500.00	4,176.00	-26.38
		0610-10-669-000-673202-				
			.00	.00	349.00	
			.00	.00	1,018.00	
			.00	.00	1,018.00	
			.00	.00	349.00	
			.00	.00	1,018.00	
			.00	.00	509.00	
		2% Vacancy Discount	1.00	85.00	-85.00	
610669	673203	Life Insurance	1,770.00	915.00	965.00	-45.48
		0610-10-669-000-673203-				
			.00	.00	228.00	
			.00	.00	84.00	
			.00	.00	399.00	
			.00	.00	54.00	

DEPARTMENT BUDGET REQUESTS

BUDGET PROJECTION 625 2025 SEWER AND WATER UTILITY BUDGETS

ORG	OBJECT PROJ	ACCOUNT DESCRIPTION	CURRENT ADJ BUDGET	PROJECTED ACTUAL	DEPT HEAD	PERCENT CHANGE
			.00	.00	67.00	
			.00	.00	76.00	
			.00	.00	93.00	
		2% Vacancy Discount	1.00	36.00	-36.00	
610669	673204	Long Term Disability	2,000.00	1,000.00	1,100.00	-45.00
	0610-10-669-000-673204-					
610669	675101	Uniforms & Clothing	2,250.00	2,250.00	2,250.00	.00
	0610-10-669-000-675101-					
610669	676205	OPEB & Supp Pension Expense	.00	.00	.00	.00
	0610-10-669-000-676205-					
610669	680101	Office Supplies	1,000.00	800.00	1,000.00	.00
	0610-10-669-000-680101-					
610669	680301	Work Supplies-Admin	18,000.00	18,000.00	20,000.00	11.11
	0610-10-669-000-680301-					
610669	680402	Motor Fuels & Lubricant	20,000.00	20,000.00	20,000.00	.00
	0610-10-669-000-680402-					
610669	680504	Telephone services	2,000.00	2,700.00	3,000.00	50.00
	0610-10-669-000-680504-					
610669	680505	Postage	14,500.00	14,500.00	14,500.00	.00
	0610-10-669-000-680505-					
610669	683101	Consultants - General	24,000.00	24,000.00	24,000.00	.00
	0610-10-669-000-683101-					
		Lockbox Fees	1.00	4,000.00	4,000.00	
		Metering and Facility Plan Reviews	2.00	5,000.00	10,000.00	
		Condition Assessments	2.00	5,000.00	10,000.00	
610669	683201	Contracted Services - General	23,500.00	23,500.00	23,500.00	.00
	0610-10-669-000-683201-					
		Dumpster Fees	1.00	5,000.00	5,000.00	
		USIC - Locating Services	1.00	5,000.00	5,000.00	
		Conley Media Bid Advertisement	1.00	1,000.00	1,000.00	
		Audit Services	1.00	12,500.00	12,500.00	
610669	683202	Contracted Services - Maint.	5,000.00	5,000.00	5,000.00	.00
	0610-10-669-000-683202-					
		Veolia Storage Tank	1.00	5,000.00	5,000.00	
610669	683401	Liability Insurance	38,000.00	38,000.00	38,760.00	2.00
	0610-10-669-000-683401-					
			1.00	38,760.00	38,760.00	

DEPARTMENT BUDGET REQUESTS

BUDGET PROJECTION 625 2025 SEWER AND WATER UTILITY BUDGETS

ORG	OBJECT PROJ	ACCOUNT DESCRIPTION	CURRENT ADJ BUDGET	PROJECTED ACTUAL	DEPT HEAD	PERCENT CHANGE
610669	683402	Auto Insurance	4,000.00	4,425.00	4,600.00	15.00
	0610-10-669-000-683402-		1.00	4,600.00	4,600.00	
610669	683501	Training/Conferences	7,500.00	5,000.00	7,500.00	.00
	0610-10-669-000-683501-		1.00	6,000.00	6,000.00	
		MUNIS TRAINING FOR PROFESSIONAL STAFF	2.00	750.00	1,500.00	
610669	683702	Miscellaneous Services	.00	.00	.00	.00
	0610-10-669-000-683702-					
610669	683901	Contingency	.00	.00	.00	.00
	0610-10-669-000-683901-					
610669	686604	Bad Debt Expense	.00	671.53	.00	.00
	0610-10-669-000-686604-					
610669	688120	Rentals	68,000.00	58,500.00	58,500.00	-13.97
	0610-10-669-000-688120-		1.00	58,500.00	58,500.00	
610669	695102	Power/Fuel - Pumping Stations	100,000.00	100,000.00	100,000.00	.00
	0610-10-669-000-695102-		1.00	100,000.00	100,000.00	
610669	695103	System Rehabilitation	135,000.00	135,000.00	135,000.00	.00
	0610-10-669-000-695103-					
		Electrical Repairs - Giltzer Electric	1.00	25,000.00	25,000.00	
		Sewer Emergency Repairs - DF Tomasini,	1.00	25,000.00	25,000.00	
		Globe				
		SCADA Repairs - Energenecs	1.00	25,000.00	25,000.00	
		Additional System	1.00	60,000.00	60,000.00	
		Rehabilitation/Maintenance				
610669	695104	TV Equipment	15,000.00	10,000.00	30,000.00	100.00
	0610-10-669-000-695104-		1.00	30,000.00	30,000.00	
610669	695105	System Repairs	60,000.00	60,000.00	60,000.00	.00
	0610-10-669-000-695105-					
		SYSTEM REPAIRS	1.00	60,000.00	60,000.00	
610669	695108	Sewage Treatment-O & M	1,696,876.00	1,706,490.00	1,851,938.00	9.14
	0610-10-669-000-695108-					
		Milwaukee Metro Sewerage District	1.00	1,851,938.00	1,851,938.00	

DEPARTMENT BUDGET REQUESTS

BUDGET PROJECTION 625 2025 SEWER AND WATER UTILITY BUDGETS

ORG	OBJECT PROJ	ACCOUNT DESCRIPTION	CURRENT ADJ BUDGET	PROJECTED ACTUAL	DEPT HEAD	PERCENT CHANGE
610669	695109	Sewage Treatment-Capita	4,629,571.00	4,582,396.00	5,154,636.00	11.34
	0610-10-669-000-695109-	Milwaukee Metro Sewerage District	1.00	5,154,636.00	5,154,636.00	
		Capital Charge				
610669	695111	Transportation	5,000.00	5,000.00	5,000.00	.00
	0610-10-669-000-695111-		1.00	5,000.00	5,000.00	
610669	695114	Equip Replacement	5,000.00	5,000.00	7,000.00	40.00
	0610-10-669-000-695114-		1.00	7,000.00	7,000.00	
610669	695201	Transfer to Capital Reserve	.00	.00	.00	.00
	0610-10-669-000-695201-					
610669	696101	Depreciation	1,125,000.00	1,125,000.00	1,125,000.00	.00
	0610-10-669-000-696101-					
610669	696201	Amortization	.00	.00	.00	.00
	0610-10-669-000-696201-					
610669	696204	Amortization-Bond Discount	.00	.00	.00	.00
	0610-10-669-000-696204-					
610669	696401	Principal-Bonds	.00	.00	.00	.00
	0610-10-669-000-696401-					
610669	696501	Interest-Bonds	359,713.00	359,713.00	305,921.00	-14.95
	0610-10-669-000-696501-					
		BUDGET CEILING:			-2,680,879.02	
		TOTALS:	-2,680,879.02	-3,657,698.88	-2,446,778.00	-8.73

** END OF REPORT - Generated by Marie Keyser **

Table 1
Sewer Utility Cash Flow Analysis - Projected 2024-2033

City of Mequon, WI

	Estimate 2024	Budget 2025	Projected							
	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Revenues										
Total Revenues from User Rates ¹	\$4,586,500	\$4,838,758	\$5,104,889	\$5,385,658	\$5,681,869	\$5,994,372	\$6,324,063	\$6,640,266	\$6,972,279	\$7,320,893
Percent Increase to User Rates	6.50%	5.50%	5.50%	5.50%	5.50%	5.50%	5.50%	5.00%	5.00%	5.00%
Cumulative Percent Rate Increase	6.50%	12.36%	18.54%	25.06%	31.93%	39.19%	46.85%	54.19%	61.90%	69.99%
Dollar Amount Increase to Revenues		\$252,258	\$266,132	\$280,769	\$296,211	\$312,503	\$329,690	\$316,203	\$332,013	\$348,614
Total Other Revenues	\$8,065,857	\$7,648,621	\$7,348,893	\$7,342,642	\$7,341,807	\$7,339,035	\$7,341,387	\$7,344,701	\$7,349,102	\$7,356,014
Total Revenues	\$12,652,357	\$12,487,379	\$12,453,782	\$12,728,300	\$13,023,676	\$13,333,407	\$13,665,449	\$13,984,967	\$14,321,381	\$14,676,907
Less: Expenses										
Operating and Maintenance	\$7,692,108	\$8,675,264	\$8,935,522	\$9,203,588	\$9,479,695	\$9,764,086	\$10,057,009	\$10,358,719	\$10,669,480	\$10,989,565
Net Before Debt Service and Capital Expenditures	\$4,960,250	\$3,812,115	\$3,518,260	\$3,524,712	\$3,543,981	\$3,569,321	\$3,608,441	\$3,626,248	\$3,651,900	\$3,687,342
Debt Service										
Existing Debt P&I	\$1,868,713	\$1,862,006	\$1,698,750	\$1,696,750	\$1,697,350	\$1,696,600	\$1,694,500	\$1,066,050	\$0	\$0
New (2024-2033) Debt Service P&I	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Debt Service	\$1,868,713	\$1,862,006	\$1,698,750	\$1,696,750	\$1,697,350	\$1,696,600	\$1,694,500	\$1,066,050	\$0	\$0
Transfer In (Out)/Prem. Amort	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Less: Capital Improvements & COI	\$1,200,681	\$8,375,860	\$4,614,740	\$2,460,000	\$3,256,000	\$1,236,000	\$895,000	\$1,110,000	\$1,200,000	\$520,000
Debt Issued/Grants/Aid	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Net Annual Cash Flow	\$1,890,856	(\$6,425,752)	(\$2,795,230)	(\$632,038)	(\$1,409,369)	\$636,721	\$1,018,941	\$1,450,198	\$2,451,900	\$3,167,342
Restricted and Unrestricted Cash Balance:										
Balance at first of year	\$9,471,578	\$11,362,434	\$4,936,682	\$2,141,452	\$1,509,414	\$100,045	\$736,766	\$1,755,706	\$3,205,904	\$5,657,805
Net Annual Cash Flow Addition/(subtraction)	\$1,890,856	(\$6,425,752)	(\$2,795,230)	(\$632,038)	(\$1,409,369)	\$636,721	\$1,018,941	\$1,450,198	\$2,451,900	\$3,167,342
Balance at end of year	\$11,362,434	\$4,936,682	\$2,141,452	\$1,509,414	\$100,045	\$736,766	\$1,755,706	\$3,205,904	\$5,657,805	\$8,825,147
Over/(Under) Ehlers Reserves Target	5,361,414	(1,119,693)	(4,084,891)	(4,874,731)	(6,441,797)	(5,942,388)	(4,435,663)	(2,066,534)	236,942	3,257,530
Over/(Under) Unrestricted Reserves Policy	10,480,723	3,943,319	1,095,622	422,312	(1,024,786)	(426,092)	559,389	1,975,828	4,392,419	7,524,140
"All-in" Debt Coverage	2.65	2.05	2.07	2.08	2.09	2.10	2.13	3.40	#DIV/0!	#DIV/0!

Notes:

1) Assumes no changes in customer count or usage beyond Test Year.

2) Assumes 3.00% annual inflation beyond budget year.

Legend:

Increase depicted to maintain with assumed O&M inflation

Increases will depend on future CIP

Ehlers assumption for cash funded capital. Solved to meet recommended reserve balance by 2033.

Table 2**Sewer Utility Financial Benchmarking Analysis Projected 2024 - 2033***City of Mequon, WI*

	Budget	Projected								
	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Target minimum cash balance										
Target minimum working capital - Ehlers ¹	6,001,020	6,056,375	6,226,343	6,384,145	6,541,842	6,679,154	6,191,370	5,272,438	5,420,863	5,567,617
Actual Days Cash Available - PSC ²	514	200	85	58	4	27	63	113	194	293
Actual Days Cash Available - Moody's ³	539	208	87	60	4	28	64	113	194	293
Target minimum working capital - S&P ⁴	539	208	87	60	4	28	64	113	194	293
City Policy (Unrestricted = 10% of Op exp.)	881,711	993,363	1,045,830	1,087,102	1,124,831	1,162,858	1,196,317	1,230,077	1,265,385	1,301,007
Actual working capital-cash balance										
Over (Under) Ehlers target	5,361,414	(1,119,693)	(4,084,891)	(4,874,731)	(6,441,797)	(5,942,388)	(4,435,663)	(2,066,534)	236,942	3,257,530
Over (Under) PSC target (90 days)	424	110	(5)	(32)	(86)	(63)	(27)	23	104	203
Over (Under) Moody's target (150 days)	389	58	(63)	(90)	(146)	(122)	(86)	(37)	44	143
Over (Under) S&P target (150 days)	389	58	(63)	(90)	(146)	(122)	(86)	(37)	44	143
Over (Under) City Policy	10,480,723	3,943,319	1,095,622	422,312	(1,024,786)	(426,092)	559,389	1,975,828	4,392,419	7,524,140

Notes:

1) Target capital equals 5 mos of next year's operating expenses, including depreciation, plus 100% of debt.

2) PSC formula = O&M expense + taxes + interest on long term debt ÷ 365 to get expense per day. Then Unrestricted Cash ÷ expense per day

3) Moody's Formula = [(Unrestricted Cash + Liquid Investments) * 365 days] ÷ Total O&M Expenses less Depreciation

4) S&P Formula = [(Unrestricted Cash + Liquid Investments) * 365 days] ÷ Total O&M Expenses less Depreciation; include designated reserve funds: ERFs, RSFs, etc

Rate of Return

Average Utility Plant in Service	72,428,999	77,217,269	83,712,569	87,249,939	90,107,939	92,353,939	93,419,439	94,421,939	95,576,939	96,436,939
Less: Utility Plant Accumulated Depreciation	27,333,599	28,591,967	30,114,745	31,782,181	33,550,794	35,415,289	37,321,450	39,263,499	41,247,871	43,268,377
Average Net Investment Rate Base (NIRB)	45,095,400	48,625,302	53,597,824	55,467,758	56,557,145	56,938,650	56,097,989	55,158,440	54,329,068	53,168,562
Net Operating Income	3,107,295	2,240,946	1,983,140	1,851,923	1,771,594	1,704,576	1,700,437	1,679,810	1,659,514	1,652,691
ROR	6.89%	4.61%	3.70%	3.34%	3.13%	2.99%	3.03%	3.05%	3.05%	3.11%
Typical	5.00%									

Cost Recovery

Operating Revenues	4,662,700	4,911,758	5,178,619	5,460,125	5,757,081	6,070,336	6,400,786	6,717,757	7,050,545	7,399,941
Operating Expenses incl. Depr & Amortization	8,817,108	9,933,632	10,458,300	10,871,023	11,248,309	11,628,581	11,963,170	12,300,768	12,653,852	13,010,071
Cost Recovery	0.53	0.49	0.50	0.50	0.51	0.52	0.54	0.55	0.56	0.57
Cost Recovery w/o Depr.	0.61	0.57	0.58	0.59	0.61	0.62	0.64	0.65	0.66	0.67

Notes:

This operating ratio indicates whether operating revenues (mostly charges to customers) were sufficient to cover operations and capital (in the form of depreciation) for the water and/or wastewater utility in the fiscal year. A ratio of < 1 could be a sign of financial concern. In general, this ratio should be > 1 to accommodate future capital investments.

Leverage

Total Long-Term Debt	10,195,000	8,650,000	7,225,000	5,745,000	4,220,000	2,650,000	1,035,000	0	0	0
Total Net Assets	48,635,148	50,934,230	52,718,304	54,421,173	56,086,532	57,727,100	59,412,221	61,127,712	62,795,241	64,462,077
Debt-to Equity Ratio	0.21	0.17	0.14	0.11	0.08	0.05	0.02	0.00	0.00	0.00

Notes:

This indicator measures the existing level of leveraging of assets, and is used by funders and rating agencies to evaluate the risk of providing additional loans to the utility. The ratio indicates the amount of long-term debt that exists for every \$1 of assets (fund equity). A utility with a ratio > 1 has more long-term debt than equity in the system's assets. There are no natural benchmarks for this indicator, and funders and rating agencies will assess this ratio in various ways. In general, the higher this ratio, the more likely the utility will be considered to be over-leveraged and the more difficult it will be for the utility to obtain additional loans. Net Assets are equal to the Net Investment Rate Base of the utility.

Condition of Assets:

Accumulated Depreciation Expense	27,333,599	28,591,967	30,114,745	31,782,181	33,550,794	35,415,289	37,321,450	39,263,499	41,247,871	43,268,377
Average Total Plant in Service	72,428,999	77,217,269	83,712,569	87,249,939	90,107,939	92,353,939	93,419,439	94,421,939	95,576,939	96,436,939
Asset Depreciation	27.40%	27.02%	26.46%	26.70%	27.13%	27.72%	28.55%	29.37%	30.15%	30.97%

Notes:

This indicator of infrastructure condition estimates the portion of the average expected life of the utility's physical assets that has already passed. As this ratio approaches 100%, the capital assets become fully depreciated, and infrastructure needs replacement or rehabilitation. The accuracy of this indicator relies heavily on the accuracy of the depreciation schedule, and historic pricing likely distorts this indicator (newer utilities may be slightly disadvantaged as a result).



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Office of the City Attorney

TO: Mayor and Common Council
FROM: Brian C. Sajdak, City Attorney
DATE: November 12, 2024
SUBJECT: Closed Session - Possible Acquisition of 11015 N. Market Street

Background

The Common Council may enter into closed session pursuant to Wis. Stat. § 19.85(1)(e) for the purposes of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and then may re-enter open session to take such action it deems appropriate. This section would allow the Council to enter into closed session for the purposes of considering and defining the strategies the Council would use for negotiations related to the potential use or acquisition of property.

Recommendation

Should the Council decide that it wishes to enter closed session, a motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e) for the purposes of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

Attachment: 123123 (9857 : Closed session public memo)