11333 N. Cedarburg Road
Mequon, WI 53092
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www.ci.mequon.wi.us

Office of the City Clerk
Taped and Televised

Common Council
Tuesday, November 14, 2023 - 7:30 PM
or Immediately Following the
Sewer Utility District Commission Meeting
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 October 9, 2023

   b) Reconvene as the Common Council

5) **Public Hearing:**

   a) **ORDINANCE 2023-1655** - 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 2024 and Levying for the Same; **Recommended by Appropriations Committee October 9, 2023; First Reading.**

6) **Consideration of Resolutions and Ordinances (Potential waiver of rules related to second readings.)**

   a) **RESOLUTION 4079** - A Resolution Authorizing an Exception to the Levy Limit for Charges for the Southern Ozaukee Fire & Emergency Medical Services Department, Pursuant to Wisconsin Statute § 66.0602(3)(h) for the 2024 Fiscal Year; **Recommendation Forthcoming by the Public Safety Committee on November 14, 2023.**

   b) **RESOLUTION 4080** - A Resolution Approving the Fiscal Year 2024 Operating and Capital Budgets for the Southern Ozaukee Fire & Emergency Medical Services Department; **Recommendation Forthcoming by the Public Safety Committee on November 14, 2023.**

   c) **ORDINANCE 2023-1655** - 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 2024 and Levying for the Same; **Recommended by Appropriations Committee October 9, 2023; First Reading.**

7) 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 limit is **FIVE** minutes. **To speak or to have your opinion recorded, please complete a registration slip found on the table in the lobby and return it to the bin in the Council Chambers.**

8) Public Officials' Reports:

a) Mayor

1) WisDOT Update: I-43 Expansion Project

2) Proclamation for America Recycles Day

b) City Administrator

9) Consent Agenda:

a) Common Council meeting minutes of October 10, 2023

b) Architectural Board meeting minutes of September 11, 2023

c) Board of Appeals meeting minutes of March 2, 2023

d) Festivals Committee meeting minutes of September 6, 2023

e) Finance-Personnel Committee meeting minutes of September 12, 2023

f) Joint Mequon-Thiensville Bike and Pedestrian Way Commission meeting minutes of September 14 and October 12, 2023

g) Mequon Municipal Water Utility Commission meeting minutes of September 12 and October 10, 2023

h) Public Safety Committee meeting minutes of August 8, 2023

i) Public Welfare Committee meeting minutes of September 12, 2023

j) Public Works Committee meeting minutes of September 12, 2023

k) Sewer Utility District Commission meeting minutes of August 8 and October 10, 2023

l) Zoning Enforcement and Site Compliance Report Through November 1, 2023

m) **RESOLUTION 4081** - A Resolution Approving a Certified Survey Map and Accepting the Dedication of 1.17 Acres of Public Right-of-Way Along West Highland Road, Abutting the Frontage of 12650 North Wasaukee Road; **Recommended by Planning Commission October 23, 2023.**

n) **RESOLUTION 4082** - A Resolution Approving a Certified Survey Map and Accepting the Dedication of 0.36 Acres of Public Right-of-Way Along 9832 North Range Line Road; **Recommended by Planning Commission October 23, 2023.**

o) **RESOLUTION 4083 -** A Resolution Approving a Development Agreement for The Enclave at Mequon Preserve - Phase VI; **Recommended by Planning Commission October 23, 2023.**

p) Ordinance First Readings

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

1) **ORDINANCE 2023-1656** - An Ordinance Appropriating the Necessary Funds from the City of Mequon's Sewer Utility District for the Year 2024 for Capital Charge Payments to the Milwaukee Metropolitan Sewerage District (MMSD) and City of Mequon Capital Debt Service Requirements; **Recommendation Forthcoming by Sewer Utility Commission November 14, 2023; First Reading.**

a) Consideration of Ordinance (Potential waiver of rules related to second readings.)

10) Ordinances: None.

11) Resolutions:

a) **RESOLUTION 4084** - A Resolution Adopting an Incentive Policy for Tax Increment Financing Districts #4 and #5; **Recommended by Economic Development Board on October 31, 2023; Further Recommendation Forthcoming by Committee of the Whole November 14, 2023.**

b) **RESOLUTION 4085 -** A Resolution Adopting the City of Mequon's Annual Fee Schedule for Fiscal Year 2024; **Recommendation Forthcoming by Finance-Personnel Committee November 14, 2023.**

c) **RESOLUTION 4086 -** A Resolution Amending the Allocation of $2,552,000 in Funding Received through the American Rescue Plan Act; **Recommendation Forthcoming by Finance-Personnel Committee November 14, 2023.**

d) **RESOLUTION 4087** - A Resolution Adopting the 2024 Pay Plan for Non-Represented Employees; **Recommendation Forthcoming by Finance-Personnel Committee November 14, 2023.**

e) **RESOLUTION 4088 -** A Resolution Authorizing a Development Agreement with DJS Land Management LLC for a Tax Increment District No. 5 Development Incentive (Tier 2) in the Amount of $808,500, for the Property Located at 10404 North Port Washington Road; **Recommended by Economic Development Board October 31, 2023; Recommendation Forthcoming by Finance-Personnel Committee November 14, 2023.**

f) **RESOLUTION 4089** - A Resolution Approving an Intergovernmental Agreement Between the City of Mequon and the Frank L. Weyenberg Library, in Connection with Relocation of the District 3 Polling Site Beginning in 2024; **Recommendation Forthcoming by Public Welfare Committee November 14, 2023.**

g) **RESOLUTION 4090** - A Resolution Authorizing Execution of a Memorandum of Understanding Between the City of Mequon and the Wisconsin Elections Commission, Regarding the Purchase and Use of Electronic Poll Books; **Recommendation Forthcoming by Public Welfare November 14, 2023.**

h) **RESOLUTION 4091** - A Resolution Authorizing Execution of a Memorandum of Understanding Between the City of Mequon and the Village of Brown Deer, in Connection with Completing Design Services for a Portion of County Line Road in the Amount of $33,600; **Recommendation Forthcoming by Public Works Committee, November 14, 2023.**

i) **RESOLUTION 4092** - A Resolution Approving an Agreement for the Deployment of Eight (8) Automated License Plate Reader Cameras with Flock Safety of Atlanta, Georgia in the Amount of $101,300, for the Period January 1, 2024 - December 31, 2028; **Recommendation Forthcoming by the Public Safety Committee on November 14, 2023.**

j) **RESOLUTION 4076** - A Resolution Amending City of Mequon Financial Policy Statement 3: Reserve Requirements to Include the City of Mequon Sewer Utility; **Recommended by Sewer Utility District Commission, October 30, 2023.**

k) **RESOLUTION 4077** - A Resolution Reassigning Undesignated Cash Reserves of $1,950,000 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, 2023.**

l) **RESOLUTION 4078** - A Resolution Adopting the Fiscal Year 2024 Sanitary Sewer Utility Budget and Establishing the 2024 Sanitary Sewer User Fee Schedule; **Recommended by Sewer Utility District Commission October 30, 2023.**

m) **RESOLUTION 4093** - A Resolution Ratifying an Estimated Final Contract Amount of $55,000 with S.E.H. of Sheboygan, Wisconsin, for Inspection Services in Connection with the Tamerlane Drive Lift Station O Parallel Sanitary Force Main and Pump Replacement Projects; **Recommendation Forthcoming by Sewer Utility District Commission November 14, 2023.**

12) Specified Unfinished Business From Prior Meetings: None.

13) Specified New Business: None.

14) Potential Closed Sessions:

a) Aqueous Film-Forming Foam Products Liability Litigation, Multi-District Litigation No. 2:18-mn-02873 (3M & Dupont PFAS litigation class action settlement): The Common Council may convene into closed session pursuant to Wis. Stat. § 19.85(1)(g) for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, and then may reconvene into open session to take such action as it deems necessary.

b) Request to Transfer a Reserve Liquor License to the Village of Thiensville: The Common Council may convene into closed session pursuant to Wis. Stat. §19.85(1)(e), for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as deemed appropriate.

15) Adjourn

Dated: November 9, 2023 /s/ Andrew Nerbun, Mayor

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

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

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Office of Administration
Taped and Televised

APPROPRIATIONS COMMITTEE
Monday, October 9, 2023
6:00 PM
Christine Nuernberg Hall

Minutes

1) Call to Order

2) Pledge of Allegiance

3) Roll Call

Present:
Mayor Andrew Nerbun
Alderman Kelly Tolocko
Alderman Dale Mayr
Alderman Jeffrey Hansher
Alderman Gregg Bach
Alderman Brian Parrish
Alderman Kathleen Schneider
Alderman William Gebhardt

Absent:
Alderman Robert Strzelczyk

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

4) Budget Overview

City Administrator Jones provided the Committee with an overview of the budget. He thanked the Committee for their time and attention this year and to the Department Heads for the amount of work and discussion that went into developing this budget. He further mentioned that budgeting is a year-round process, and that the 2024 budget was developed using a big picture lens that considered a number of macro-economic factors, such as inflation and unemployment. Overall, the General Fund Budget is up just under 4% for FY2024. The City will realize $590K

Attachment: Appropriations Meeting Minutes 10-09-23 (8951 : Appropriations Committee meeting minutes of October 9, 2023)

in new funding from the State of Wisconsin through an increase in shared revenue. The budget prioritizes wages and benefits in a tight labor market. It also accounts for higher inflation over the past two years. The budget also advances previous commitments, such as the City's approved use of approximately $2.5M in ARPA funds and recent establishment of the Southern Ozaukee Fire & EMS Department. Future budgetary flexibility is preserved in regard to the tax levy, debt service, and fund balance. The new Strategic Plan's key focus areas have also been used in developing this budget. Some highlights to note are the addition of one firefighter/paramedic, an update to the comprehensive park & open space plan over the next five years, adding two flock cameras, implementation of the second recommendation from the compensation analysis, SOFD assumption of fleet maintenance costs, and a 50% increase in parks capital funding.

On the revenue side, the State restricts levy to net new construction. For 2024, net new construction is up 1.18% with $157K to the City and $68K to Sewer. The excess levy above the allowable limit is estimated at $248,000. 2024 may not be the year to raise taxes because the City has new funds from the State, and funding via the tax levy might be more prudent in future years. Building permit revenue has been reduced by $100K (10%) and investment income is higher, due to interest rates. The use of ARPA funds is being reduced by $135,000 to $65K. Also, the fee schedule review is underway, with plans to adopt changes in November.

The General Fund will increase by $670K. Taxes, Intergovernmental, Licenses/Permits, and Public Safety Fees are seeing a decrease but will be balanced by State Revenue, Charges for Service, Other Revenues, and Interest. The increase in Other Revenues is due to a new pilot agreement with Newcastle Place that will offset a recently approved exemption it received from paying future property taxes.

Expenditures were discussed next. Health insurance premiums did not go up as high as predicted at the Budget Workshop but were still significant at 10.8% equaling $150,000. Nearly all compulsory (necessary) expenses were included in the budget, with key drivers including the 2024 election, legal services, motor fuel, and road salt. $87,000 was also included to repair the HVAC and ceiling in the Council chambers and $25,000 is planned for the Library. Three supplemental funding requests were also included: membership in the Wisconsin Policy Forum, new cellphone software for the Detective Bureau, and the Parks Plan Update. All in, $670,000 in new expenditures are budgeted for 2024.

Since 2015, Pay-As-You-Go Capital Funding is up 56%. ARPA projects to take place in 2024 include expansion of the Lemke Park Pavilion, a new Land Management System, and automation of the Brush Site. Currently, no debt is scheduled beyond 2033. In Capital Funding, the only two areas seeing an increase are building repairs and parks, as previously mentioned.

The Southern Ozaukee Fire & EMS Department has achieved 99% shift coverage over the past year. The Department's 2024 budget is increasing by 8.8%, which includes $300K in County ARPA funds and 50% funding of the City Mechanic's salary. Up to a 7% Levy Adjustment is allowed by State Law, the budget team is only recommending 4.3%.

City Administrator Jones then continued the budget presentation by showing an overall summary of department budgets between 2023 and 2024. The FY2024 budget will be just over $22M as

Attachment: Appropriations Meeting Minutes 10-09-23 (8951 : Appropriations Committee meeting minutes of October 9, 2023)

proposed. The mill rate is currently at $3.11/$1,000. For 2024, it will be adjusted to $3.13 due to planned growth within the SOFD. The tax levy is reducing by $23,358. The proposed mill rate increase is equivalent to $4/year on a $400K home. A one penny increase to the tax rate equals $53,000 of additional revenue. The City is still waiting on the State's Manufacturing Values which are expected in three to four weeks. The Sewer Levy is also to be determined, pending budget consideration.

Summarily, the City is exercising fiscal stewardship through the utilization of new shared revenues, elimination of the personal property tax, completing a library budget review, recommending a fee schedule update, and implementing additional recommendations from the compensation analysis completed in 2023. The City will continue to exercise fiscal stewardship in 2024 through continued debt planning for its next facility project(s), reviewing impact fees, creating a new joint library agreement, completing a long-range financial plan, and forming a Parks Foundation. Staff is recommending passage of the budget presented this evening which accounts for necessary increases. City Administrator Jones then opened the floor to questions, and the following questions were asked:

- Alderman Mayr asked if the 4.3% Levy Tax for SOFD could be a separate line item on the tax bill. Finance Director Engroff said that could not happen this year, but she will follow up with the County to see if that is a possibility in the future.
- Alderwoman Schneider asked about the flock cameras being relocated from Mequon Road due to the I-43 expansion project, and if they will then be moved back after the construction is completed. Police Chief Pryor said they would be moved back unless data shows they are better used elsewhere.
- Alderman Parrish inquired if the City had enough staff to get the Land Management System implemented in 2024. City Administrator Jones explained why it has been delayed since 2021 and said staff will come back to the Council if more money is needed for implementation.
- Alderman Bach asked about doing the Community Survey and where would money for that come from? City Administrator Jones said a new survey is scheduled to be discussed at a Committee of the Whole meeting in December, to determine an appropriate timeframe. The ideal time might be in early 2025, as a kick-off towards developing the City's next strategic plan.
- Alderwoman Tolocko inquired if the school tax levy was increasing. That is currently unknown, as the school district is finalizing their budget right now as well.
- Alderman Parrish stated that the Parks Board was grateful for the $25,000 in additional funding. He then asked for clarification where funds for reconstructing the west Dog Park parking lot would be coming from. Public Works Director Lundeen confirmed that the lot is planned for the 2024 Road Program. Alderman Parrish then asked about the Library partnership and why Thiensville is only increasing its annual contribution by $600, plus charging an $8,000 fiscal agent fee compared to Mequon giving them an additional $25,000? City Administrator Jones explained how the City has been involved in six budget review meetings with the Library and Thiensville, and a new library agreement will be completed next year. The Committee agreed that City Administrator Jones should write a letter to Thiensville asking them to eliminate the fiscal agent fee.

Attachment: Appropriations Meeting Minutes 10-09-23 (8951 : Appropriations Committee meeting minutes of October 9, 2023)

- Alderman Mayr stated how speeding is the biggest complaint received from residents. After some discussion, he moved to allocate $20,000 in available ARPA funds for speed indicators. Alderwoman Schneider seconded. It was passed by Voice Acclamation.

11) Consideration of a Recommendation Concerning the Proposed FY2024 Budget

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

AYES:	Nerbun, Tolocko, Mayr, Hansher, Bach, Parrish, Schneider, Gebhardt
ABSENT:	Strzelczyk

12) Adjourn

Alderwoman Schneider moved to adjourn at 7:26 PM and Alderman Bach seconded.

Respectfully Submitted,

Carrie Enea
Executive Assistant

Attachment: Appropriations Meeting Minutes 10-09-23 (8951 : Appropriations Committee meeting minutes of October 9, 2023)

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www.ci.mequon.wi.us **Office of Southern Ozaukee Fire & EMS Department**

TO: **Common Council**
FROM: **David Bialk, Fire Chief**
DATE: **November 14, 2023**
SUBJECT: **RESOLUTION 4079 A Resolution Authorizing an Exception to the Levy Limit for Charges for the Southern Ozaukee Fire & Emergency Medical Services Department, Pursuant to Wisconsin Statute § 66.0602(3)(h) for the 2024 Fiscal Year**

Background

When the City of Mequon and the Village of Thiensville were considering merging fire departments, besides the operational efficiencies that could be recognized, there was the ability to exceed the State of Wisconsin's currently imposed levy limit, which is equal to a municipality's annual growth in net new construction. According to Wisconsin Statute 66.0602, this allows a combined fire department to raise its levy by the Consumer Price Index plus 2%, within the levy-funded portion of its budget.

Analysis

For a merged fire department to take advantage of the CPI + 2% the Statute requires each community approve a resolution authorizing the department to do so. Using the formula in the statute would have allowed for a 7.25% increase in the Southern Ozaukee Fire & EMS Department's budget for next year. As proposed, the levy-funded portion of the 2024 budget for the Southern Ozaukee Fire & EMS Department calls for a 4.3% increase.

Fiscal Impact

The fiscal impact of a 4.3% adjustment amounts to a $58,449 increase from 2023.

Recommendation

On October 9, 2023, the Appropriations Committee unanimously approved a recommendation in favor of adopting the proposed City of Mequon Fiscal Year 2024 budget by a vote of 8-0. A recommendation is forthcoming from the Public Safety Committee on November 14, 2023.

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4079

A Resolution Authorizing an Exception to the Levy Limit for Charges for the Southern Ozaukee Fire & Emergency Medical Services Department, Pursuant to Wisconsin Statute § 66.0602(3)(h) for the 2024 Fiscal Year

RECITALS

A. The Wisconsin Legislature has established certain levy limits applicable to municipal taxing authorities under Wis. Stat. § 66.0602.

B. The Village of Thiensville is a participating member of the Southern Ozaukee Fire & Emergency Medical Services Agreement (the "Agreement").

C. Pursuant to the Agreement the Board of the Southern Ozaukee Fire & Emergency Medical Services Department ("SOFD") has adopted a budget for the Department's 2024 fiscal year.

D. Based upon the approved budget, and pursuant to the Agreement, Thiensville's expected contribution will require it to exceed the applicable levy limit.

E. Wis. Stat. § 66.0602(3)(h) provides that levy limits otherwise applicable do not apply to the amount that a city or village may levy in that year to pay for charges assessed by a joint fire department to the extent that the amount levied to pay for such charges would cause the city or village to exceed the applicable levy limit.

F. This exception to the levy limit applies only if the total charges assessed by the joint fire department for the current year increase, relative to the total charges assessed for the previous year, by a percentage that is less than or equal to the percentage change in the US Consumer Price Index for all urban customers, US city average, as determined by the US Department of Labor for the 12 months ending on August 31 of the year of the levy, plus 2%.

G. This exception to the levy limit further only applies if the governing body of each city and village served by the Southern Ozaukee Fire & Emergency Medical Services Department adopts a resolution in favor of exceeding such levy limit as may be applicable.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin, that the City is in favor of exceeding the levy limit described and imposed by Wis. Stat. § 66.0602 for a levy for charges assessed by the joint fire department, but only to the extent as authorized by Wis. Stat. § 66.0602(3)(h)2.a.

Approved by: Andrew Nerbun, Mayor

Date Approved: November 14, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on November 14, 2023.

_____

Caroline Fochs, City Clerk

11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-242-2530
Fax: 262-242-9655

www.ci.mequon.wi.us **Office of Southern Ozaukee Fire & EMS Department**

TO: **Common Council**
FROM: **David Bialk, Fire Chief**
DATE: **November 14, 2023**
SUBJECT: **RESOLUTION 4080 A Resolution Approving the Fiscal Year 2024 Operating and Capital Budgets for the Southern Ozaukee Fire & Emergency Medical Services Department**

Background

The 2024 Southern Ozaukee Fire and Emergency Medical Services (SOFD) budget was recommended for approval at the October 9, 2023, meeting of the City's Appropriations Committee. The 2024 budget relies significantly on revenues from ambulance transports, fire inspection fees and other non-tax levy revenues totaling over 50% of the budget. With the merger of the Mequon and Thiensville Fire Department's into the SOFD, this budget will be administered separately from the two municipalities' general operating and capital budgets.

Analysis

The 2024 SOFD budget (Exhibit A) is comprised of two parts: property taxes and user fees/revenues. The property tax portion of the budget amounts to $1,790,504 split between the two communities: 84.43% for Mequon and 15.57% for Thiensville, per the Inter-governmental Agreement (IGA). The user fees/revenues side of the budget makes up the other $2,113,569 or 54.1% of the budget. The 2024 budget allows for the hiring of one additional full-time firefighter/paramedic, accounts for fleet maintenance services currently provided by the City and establishes a $200,000 reserve balance. The IGA specifies that each governing board must formally approve SOFD's annual budget by November 15 of the preceding fiscal year.

Fiscal Impact

The proposed FY2024 SOFD budget for Mequon and Thiensville breaks out as shown:

Operating Revenue	$ 1,983,284	
Total Expenditures	$ 3,773,788	
Net Operations	$ (1,790,504)	
84.43%	$ (1,511,722)	Mequon Levy Contribution
15.57%	$ (278,781)	Thiensville Levy Contribution

Recommendation

The recommended FY2024 budget was approved by the SOFD Board of Directors on September 13 and the City's Appropriations Committee on October 9, 2023. A recommendation is forthcoming from the Public Safety Committee on November 14, 2023.

Attachments:
FY2024 SOFD Budget (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4080

A Resolution Approving the Fiscal Year 2024 Operating and Capital Budgets for the Southern Ozaukee Fire & Emergency Medical Services Department

RECITALS

A. The City of Mequon and the Village of Thiensville entered into the Southern Ozaukee Fire and Emergency Medical Services Agreement (the "Agreement"), an Intergovernmental Agreement (IGA) that provides for the creation and operation of the Southern Ozaukee Fire & Emergency Medical Services Department ("SOFD").

B. The Agreement requires that the operating and capital budgets of the SOFD be approved by the governing bodies of the City and Village by November 15 of each year.

C. The SOFD Board of Directors has prepared, approved, and recommended the annual operating and capital budgets for Fiscal Year 2024.

BASED ON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin, that the SOFD operating and capital budgets for the 2024 Fiscal Year, as recommended by the SOFD Board of Directors, the City's Appropriations Committee and the Public Safety Committee, are approved.

Approved by: Andrew Nerbun, Mayor

Date Approved: November 14, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on November 14, 2023.

Caroline Fochs, City Clerk

Southern Ozaukee Fire & EMS
2024 Budget
All Funds
Summary of Revenues & Expenditures

Summary of Revenues

Source	SOFD 2023 Budget	SOFD 2024 Budget
Intergovernmental Charges for Services		
City of Mequon	$ 1,344,172	1,401,723
Village of Thiensville	247,883	258,496
City of Mequon Capital Allocation	118,202	110,000
Village of Thiensville Capital Allocation	21,798	20,285
Total Intergovernmental Charges for Services	$ 1,732,055	$ 1,790,504
Non-Property Tax Revenue:		
Intergovernmental Revenue	$ 538,085	$ 630,238
Regulation & Compliance	72,085	96,360
Public Charges for Services	1,244,998	1,374,971
Total Non-Property Tax Revenue:	$ 1,855,168	$ 2,113,569
Total Revenue	$ 3,587,223	$ 3,904,073

Summary of Expenditures

Department	SOFD 2023 Budget	SOFD 2024 Budget
Salaries & Wages	$ 2,144,950	$ 2,389,995
Fringe Benefits	615,338	548,104
Personnel Services	91,246	91,983
Contractual Services	111,525	131,248
Commodities	107,365	114,826
Equipment Maintenance	105,113	178,596
Property & Liability Insurance	103,080	119,036
Unclassifed - Transfers	168,606	200,000
Capital Projects Fund	140,000	130,285
Total Expenditures	$ 3,587,223	$ 3,904,073
Begining Fund Balance		$ 197,552
Annual Income / (Loss)		-
Ending Fund Balance		$ 197,552

Attachment: FY2024 SOFD Budget (RESOLUTION 4080 : A Resolution Approving the FY2024 Southern Ozaukee Fire and Emergency Medical

Southern Ozaukee Fire EMS
2024 Budget
General Fund
Summary of Revenues and Expenditures

Summary of Revenues

Source	SOFD 2023 Budget	SOFD 2023 YTD	SOFD 2023 Projected	SOFD 2024 Budget
Intergovernmental Charges for Services				
City of Mequon	$ 1,344,172	$ 1,014,281	$ 1,344,172	1,401,723
Village of Thiensville	247,883	185,912	247,883	258,496
Total Intergovernmental Charges for Services	$ 1,592,055	$ 1,200,193	$ 1,592,055	$ 1,660,219
Non-Property Tax Revenue:				
Intergovernmental Revenue	$ 538,085	$ 307,936	$ 621,174	$ 630,238
Regulation & Compliance	72,085	8,965	107,738	96,360
Public Charges for Services	1,244,998	170,004	1,130,000	1,374,971
Commercial Revenues	-	-	-	12,000
Miscellaneous Revenues	-	100,695	100,695	-
Total Non-Property Tax Revenue:	$ 1,855,168	$ 587,600	$ 1,959,607	$ 2,113,569
Total Revenue	$ 3,447,223	$ 1,787,793	$ 3,551,662	$ 3,773,788

Summary of Expenditures

Department	SOFD 2023 Budget	SOFD 2023 YTD	SOFD 2023 Projected	SOFD 2024 Budget
Salaries & Wages	$ 2,144,950	$ 1,108,106	$ 2,115,275	$ 2,389,995
Fringe Benefits	615,338	297,493	522,010	548,104
Personnel Services	91,246	17,286	88,097	91,983
Contractual Services	111,525	46,722	152,545	131,248
Commodities	107,365	64,291	116,582	114,826
Equipment Maintenance	105,113	52,244	125,978	178,596
Property & Liability Insurance	103,080	90,399	132,928	119,036
Unclassifed - Transfers	168,606	-	100,695	200,000
Total General Fund Expenditures	$ 3,447,223	$ 1,676,541	$ 3,354,110	$ 3,773,788

Attachment: FY2024 SOFD Budget (RESOLUTION 4080 : A Resolution Approving the FY2024 Southern Ozaukee Fire and Emergency Medical

Southern Ozaukee Fire EMS
2024 Budget
General Fund
Detailed Revenues

	Account Name	SOFD 2023 Budget	8/31/2023 SOFD 2023 YTD	SOFD 2023 Projected	SOFD 2024 Budget	Budget % Change
	Intergovernmental Charges for Services					
43210	City of Mequon	$ 1,344,172	$1,014,281	$1,344,172	$ 1,401,723	4.28%
43220	Village of Thiensville	247,883	185,912	247,883	258,496	4.28%
Total Intergovernmental Charges for Services		1,592,055	1,200,193	1,592,055	1,660,219	4.28%
	Intergovernmental Revenue					
	Cedarburg Overwatch Program	-	73,000	73,000	67,000	100.00%
	Grants & Aids					
44530	ARPA Local Recovery Funds	300,000	-	300,000	300,000	0.00%
44510	Fire Insurance Dues (2%)	224,847	234,936	234,936	250,000	11.19%
44520	EMS Funding Assistance Program	13,238	-	13,238	13,238	0.00%
Total Intergovernmental Revenues		538,085	307,936	621,174	630,238	17.13%

	Account Name	SOFD 2023 Budget	SOFD 2023 YTD	SOFD 2023 Projected	SOFD 2024 Budget	Budget % Change
	Regulation & Compliance					
	Permits					
40100	Burn Permits	$ 15,725	$ 7,720	$ 10,000	$ 10,000	-36.41%
40300	Fire Fees (plan review, sprinkler, hydro testing)	7,122	1,200	3,500	7,122	0.00%
40500	Fire Inspections	30,000	-	75,000	60,000	100.00%
40400	Other Fire Prevention Fees	8,000	45	8,000	8,000	0.00%
	Total Permits	60,847	8,965	96,500	85,122	39.90%
	Other					
40900	Accident Fees	$ 8,538	$ -	$ 8,538	$ 8,538	0.00%
40800	False Alarms	2,700	-	2,700	2,700	0.00%
	Total Other	11,238	-	11,238	11,238	0.00%
Total Regulation & Compliance		72,085	8,965	107,738	96,360	33.68%

	Account Name	SOFD 2023 Budget	SOFD 2023 YTD	SOFD 2023 Projected	SOFD 2024 Budget	Budget % Change
	Public Charges for Services					
	Protection-Persons & Property					
40700	Ambulance Revenue	$ 1,207,498	$ 150,304	$1,100,000	$ 1,354,971	12.21%
43310	Paramedic Intercept (Cedarburg)	37,500	19,700	30,000	20,000	-46.67%
	Total Protection-Persons & Property	1,244,998	170,004	1,130,000	1,374,971	10.44%
Total Public Charges for Services		1,244,998	170,004	1,130,000	1,374,971	10.44%

Attachment: FY2024 SOFD Budget (RESOLUTION 4080 : A Resolution Approving the FY2024 Southern Ozaukee Fire and Emergency Medical

Southern Ozaukee Fire EMS
2024 Budget
General Fund
Detailed Revenues (continued)

	Account Name	SOFD 2023 Budget	SOFD 2023 YTD	SOFD 2023 Projected	SOFD 2023 Budget	Budget % Change
	Commercial Revenues					
	Interest Income					
##-##-###-###	Investment Interest	-	-	-	12,000	100.00%
	Total Interest Income	-	-	-	12,000	100.00%
Total Commercial Revenues		-	-	-	12,000	100.00%

	Account Name	SOFD 2023 Budget	SOFD 2023 YTD	SOFD 2023 Projected	SOFD 2023 Budget	Budget % Change
	Miscellaneous Revenue					
	Other Income					
##-##-###-###	Fund Balance Applied	$ -	$ -	$ -	$ -	0.00%
##-##-###-###	Other Income	-	100,695	100,695	-	0.00%
Total Miscellaneous Revenue		-	100,695	100,695	-	0.00%
Total General Fund Revenue		**$ 3,447,223**	**$1,787,793**	**$3,551,662**	**$ 3,773,788**	9.47%

Attachment: FY2024 SOFD Budget (RESOLUTION 4080 : A Resolution Approving the FY2024 Southern Ozaukee Fire and Emergency Medical

Southern Ozaukee Fire EMS
2024 Budget
General Fund
Detailed Expenditures

Protection Property & Persons
Fire & EMS

	Account Name	SOFD 2023 Budget	8/31/2023 SOFD 2023 YTD	SOFD 2023 Projected	**SOFD 2024 Budget**	Budget % Change
	Personnel					
670101	Salaries	$ 1,481,762	$ 561,567	$ 1,150,000	**$ 1,414,057**	-4.57%
670173	Paramedic POC	297,000	253,465	434,511	**157,034**	-47.13%
670150	EMS Responder	105,600	149,064	255,538	**437,903**	314.68%
670151	Fire Call Pay	102,400	90,840	155,726	**105,472**	3.00%
670171	First Responder On Call Pay	38,688	-	-	**156,029**	303.30%
670162	Training Pay	100,000	49,782	100,000	**100,000**	0.00%
670161	Vehicle Checks	19,500	3,388	19,500	**19,500**	0.00%
	Total Salaries and Wages	2,144,950	1,108,106	2,115,275	**2,389,995**	11.42%

	Account Name	SOFD 2023 Budget	SOFD 2023 YTD	SOFD 2023 Projected	**SOFD 2024 Budget**	Budget % Change
	Fringe Benefits					
673101	FICA	164,089	126,235	216,403	**183,982**	12.12%
673201	Health/Dental Insurance	238,711	66,719	125,000	**149,913**	-37.20%
673203	Life Insurance/Disability Insurance	5,389	354	607	**2,253**	-58.19%
637102	Wisconsin Retirement	207,149	104,185	180,000	**211,956**	2.32%
	Total Fringe Benefits	615,338	297,493	522,010	**548,104**	-10.93%

	Account Name	SOFD 2023 Budget	SOFD 2023 YTD	SOFD 2023 Projected	**SOFD 2024 Budget**	Budget % Change
	Personnel Services					
54100	Dues & Subscriptions	$ 5,050	$ 395	$ 677	**$ 5,050**	0.00%
54200	Meetings & Conferences	1,000	1,342	2,301	**2,300**	130.00%
54300	Training	36,000	9,883	36,000	**35,000**	-2.78%
54400	Uniforms	35,451	684	35,451	**35,451**	0.00%
54600	Preemployment Examinations	7,745	1,871	7,745	**7,745**	0.00%
54700	Recruitment	4,500	2,580	4,423	**4,937**	9.71%
54500	Books and Periodicals	1,500	531	1,500	**1,500**	0.00%
	Total Personnel Services	91,246	17,286	88,097	**91,983**	0.81%
	Contractual Services					
51500	Legal Services	$ 14,000	$ 12,703	$ 21,777	**$ 14,000**	0.00%
51550	Financial Services	7,100	495	849	**7,100**	0.00%
51600	IT Services	17,975	28,278	48,477	**24,000**	33.52%
51650	Billing Services	72,450	-	72,450	**81,298**	12.21%
51700	Advertising	-	5,246	8,993	**4,850**	100.00%
	Total Contractual Services	111,525	46,722	152,545	**131,248**	17.69%

Attachment: FY2024 SOFD Budget (RESOLUTION 4080 : A Resolution Approving the FY2024 Southern Ozaukee Fire and Emergency Medical

Southern Ozaukee Fire EMS
2024 Budget
General Fund
Detailed Expenditures (continued)

	Account Name	SOFD 2023 Budget	SOFD 2023 YTD	SOFD 2023 Projected	**SOFD 2024 Budget**	Budget % Change
	Commodities					
55100	Office Supplies	$ 1,650	$ 321	$ 1,650	**$ 1,650**	0.00%
55200	Telecommunications	12,535	5,505	12,535	**12,535**	0.00%
55300	Printing/Copy Machine Supplies	3,280	588	3,280	**3,280**	0.00%
55400	Postage	400	292	400	**501**	25.25%
55500	Miscellaneous	-	452	775	**-**	0.00%
55700	Work Supplies	89,500	57,133	97,942	**96,860**	8.22%
	Total Commodities	107,365	64,291	116,582	**114,826**	6.95%
Total Fire & EMS		**3,070,424**	**1,533,898**	**2,994,509**	**3,276,156**	**6.70%**

Protection Property & Persons
Equipment Maintenance

	Account Name	SOFD 2023 Budget	SOFD 2023 YTD	SOFD 2023 Projected	**SOFD 2024 Budget**	Budget % Change
56000	Maintenance					
##-##-###-#-###	Equipment Repairs/Small Tools	$ 40,000	$ 8,318	$ 40,000	**$ 40,000**	0.00%
##-##-###-#-###	Truck/Vehicle Parts & Supplies	40,000	21,610	40,000	**40,000**	0.00%
##-##-###-#-###	Radio Maintenance	4,000	-	4,000	**4,000**	0.00%
##-##-###-#-###	Hoses	2,500	-	2,500	**2,500**	0.00%
##-##-###-#-###	Vehicle Maintenance Labor (DPW)	-	-	-	**52,618**	100.00%
##-##-###-#-###	Fuel	16,813	21,406	37,678	**37,678**	124.10%
##-##-###-#-###	Building Maintenance	1,800	910	1,800	**1,800**	0.00%
	Total Maintenance	105,113	52,244	125,978	**178,596**	69.91%
Total Equipment Maintenance		**105,113**	**52,244**	**125,978**	**178,596**	**69.91%**
		$ -				

Attachment: FY2024 SOFD Budget (RESOLUTION 4080 : A Resolution Approving the FY2024 Southern Ozaukee Fire and Emergency Medical

Southern Ozaukee Fire EMS
2024 Budget
General Fund
Detailed Expenditures (continued)

Protection Property & Persons
Property & Liability Insurance

	Account Name	SOFD 2023 Budget	SOFD 2023 YTD	SOFD 2023 Projected	**SOFD 2024 Budget**	Budget % Change
	Insurance					
57100	General Liability Insurance	$ 33,051	$ 27,784	$ 55,570	**$ 33,051**	0.00%
57400	Property Insurance	1,000	511	511	**511**	-48.90%
57200	Vehicle Insurance	20,765	13,893	13,893	**20,765**	0.00%
57300	Workers Compensation Insurance	46,224	44,237	58,980	**58,982**	27.60%
##-##-###-#-###	Cyber Crime Insurance	-	-	-	**1,754**	100.00%
##-##-###-#-###	Accident	-	3,189	3,189	**3,188**	100.00%
##-##-###-#-###	Crime		785	785	**785**	100.00%
57500	EAP	2,040	-	-	**-**	-100.00%
	Total Insurance	103,080	90,399	132,928	**119,036**	15.48%
Total Property & Liability Insurance		103,080	90,399	132,928	**119,036**	15.48%

Protection Property & Persons
Unclassified

	Account Name	SOFD 2023 Budget	SOFD 2023 YTD	SOFD 2023 Projected	**SOFD 2024 Budget**	Budget % Change
	Unclassified					
##-##-###-#-###	Transfers to Other Funds	$ -		$ 100,695	**$ -**	0.00%
##-##-###-#-###	Contingency	168,606	-	-	**200,000**	18.62%
	Total Unclassified	168,606	-	100,695	**200,000**	18.62%
Total General Fund Expenditures		**$ 3,447,223**	**$ 1,676,541**	**$ 3,354,110**	**$ 3,773,788**	9.47%

Attachment: FY2024 SOFD Budget (RESOLUTION 4080 : A Resolution Approving the FY2024 Southern Ozaukee Fire and Emergency Medical

Southern Ozaukee Fire EMS
2024 Budget
Capital Projects Fund
Summary of Revenues and Expenditures

Summary of Revenues

Source	SOFD 2023 Budget	SOFD 2023 YTD	SOFD 2023 Projected	SOFD 2024 Budget
Intergovernmental Charges for Services				
City of Mequon Capital Allocation	118,202	-	-	110,000
Village of Thiensville Capital Allocation	21,798	-	-	20,285
Total Intergovernmental Charges for Services	140,000	-	-	130,285
Other Financing Sources	-	-	100,695	-
Total Revenue	$ 140,000	$ -	$ 100,695	$ 130,285

Summary of Expenditures

Department	SOFD 2023 Budget	SOFD 2023 YTD	SOFD 2023 Projected	SOFD 2024 Budget
Fire Department	-	-	-	-
Unclassified	140,000	-	-	130,285
Total Capital Equipment Expenditures	$ 140,000	$ -	$ -	$ 130,285

Beginning Fund Balance	$ 240,695
Annual Income / (Loss)	-
Ending Fund Balance	$ 240,695

Attachment: FY2024 SOFD Budget (RESOLUTION 4080 : A Resolution Approving the FY2024 Southern Ozaukee Fire and Emergency Medical

Southern Ozaukee Fire EMS
2024 Budget
Capital Projects Fund
Detailed Revenues

	Account Name	SOFD 2023 Budget	SOFD 2023 YTD	SOFD 2023 Projected	SOFD 2024 Budget	Budget % Change
	Intergovernmental Charges for Services					
##-##-###-###	City of Mequon Capital Allocation	$ 118,202	$ -	$ -	$ 110,000	-6.94%
##-##-###-###	Village of Thiensville Capital Allocation	21,798	21,798	21,798	20,285	-6.94%
Total Intergovernmental Charges for Services		140,000	21,798	21,798	130,285	-6.94%

	Account Name	SOFD 2023 Budget	SOFD 2023 YTD	SOFD 2023 Projected	SOFD 2024 Budget	Budget % Change
	Other Financing Sources					
##-##-###-###	Sale of Property	$ -	$ -	$ -	$ -	0.00%
##-##-###-###	Sale of Vehicles	-	-	-	-	0.00%
##-##-###-###	Sale of Equipment	-	-	-	-	0.00%
##-##-###-###	Transfer from Other Funds	-	-	100,695	-	0.00%
Total Other Financing Sources		-	-	100,695	-	0.00%
Total Capital Projects Revenue		**$ 140,000**	**$ 21,798**	**$ 122,493**	**$ 130,285**	-6.94%

Attachment: FY2024 SOFD Budget (RESOLUTION 4080 : A Resolution Approving the FY2024 Southern Ozaukee Fire and Emergency Medical

Southern Ozaukee Fire EMS
2024 Budget
Capital Projects Fund
Detailed Expenditures

	Account Name	SOFD 2023 Budget	SOFD 2023 YTD	SOFD 2023 Projected	SOFD 2024 Budget	Budget % Change
	Fire Department					
##-##-###-###	Office Equipment	$ -	$ -	$ -	$ -	0
##-##-###-###	Vehicles	-	-	-	-	0.00%
##-##-###-###	Equipment	-	-	-	-	0.00%
##-##-###-###	Radios	-	-	-	-	0.00%
##-##-###-###	Fire Apparatus	-	-	-	-	0.00%
##-##-###-###	Other	-	-	-	-	0.00%
Total Fire Department - Capital		**-**	**-**	**-**	**-**	**0.00%**
	Unclassified					
##-##-###-###	Contingency	140,000	-	-	130,285	-6.94%
Total Unclassified - Capital		**140,000**	**-**	**-**	**130,285**	**-6.94%**

	Account Name	SOFD 2023 Budget	SOFD 2023 YTD	SOFD 2023 Projected	SOFD 2024 Budget	Budget % Change
	Other Financing Uses					
##-##-###-###	Transfer to Other Funds	$ -	$ -	$ -	$ -	0.00%
Total Other Financing Uses		-	-	-	-	0.00%
Total Capital Fund Expenditures		**$ 140,000**	**$ -**	**$ -**	**$ 130,285**	-6.94%

Attachment: FY2024 SOFD Budget (RESOLUTION 4080 : A Resolution Approving the FY2024 Southern Ozaukee Fire and Emergency Medical

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www.ci.mequon.wi.us **Office of Administration**

TO: **Common Council**
FROM: **William Jones, City Administrator**
DATE: **November 14, 2023**
SUBJECT: **ORDINANCE 2023-1655 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 2024 and Levying for the Same**

Introduction

On October 9, the City of Mequon Appropriations Committee recommended adoption of the proposed budget for Fiscal Year 2024, 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 2024 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 2024 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 2024 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

2024 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.

2024 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, Fire Department, Community Development Department, Public Works Department, Parks Division and Weyenberg Library. The following two tables provide a summary of the 2024 General Fund Budget, which is balanced, honors all contractual commitments, and maintains existing service levels.

General Fund Revenue

Revenues	2023	2024	Change	% Change
Taxes	$12,388,047	$12,364,689	($23,358)	-0.19%
State Shared Revenue	$367,128	$954,047	$586,919	159.87%
Intergovernmental	$1,792,946	$1,579,773	($213,173)	-11.89%
Licenses and Permits	$941,700	$854,172	($87,528)	-9.29%
Public Safety Fees	$179,000	$161,000	($18,000)	-10.06%
Public Charges for Services	$920,350	$1,025,450	$105,100	11.42%
Other Revenues	$640,472	$861,221	$220,749	34.47%
Investment Income	$115,000	$215,500	$100,044	86.65%
Total Revenue	**$17,345,099**	**$18,015,853**	**$670,754**	**3.87%**

Within the recommended budget, property taxes comprise more than 69% 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 9% 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 decline in the coming year due to a slowing economy and higher interest rates.

General Fund Expenditures

Expenditures	2023	2024	Change	% Change
Salaries	$8,302,603	$8,476,152	$173,549	2.09%
Fringe Benefits	$3,524,592	$3,743,023	$218,431	6.20%
Other Staff Costs	$56,077	$50,468	($5,609)	-10.00%
Materials & Supplies	$906,702	$976,576	$69,874	7.71%
Purchased Services	$528,072	$515,002	($13,070)	-2.48%
Facility & Plant	$1,528,021	$1,673,321	$145,300	9.51%
Equipment / Leases	$39,942	$39,670	($272)	-0.68%
Library Grant	$1,106,716	$1,131,716	$25,000	2.26%
Fire & EMS Grant	$1,352,374	$1,409,925	$57,551	4.26%
Total Expenditures	**$17,345,099**	**$18,015,853**	**$670,754**	**3.87%**

On the expenditure front, personnel expenses are projected to increase by nearly $386,000, or 3.2% in 2024. 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 2024 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 $16,517,689. 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. During 2023, the City's net new construction grew by $70.7 million or 1.18%. The growth in new construction value accompanies a rise in equalized value. The City's equalized value increased to an overall value of $6.5 billion in 2023, which far exceeds the $4.2 billion mark the City achieved several years ago. The recommended 2024 budget requests a total levy increase of $50,507 or 0.21% over 2023. The following table shows a breakdown of the proposed 2024 levy.

Fund	2023	% of Total	2024	% of Total	% Change
General	$9,928,957	41.84%	$9,823,048	41.31%	-1.07%
Sewer Utility	$7,213,956	30.40%	$7,262,821	30.54%	0.68%
Library*	$1,106,716	4.66%	$1,131,716	4.76%	2.26%
Fire & EMS*	$1,352,374	5.70%	$1,409,925	5.93%	4.26%
Capital Projects	$1,328,000	5.60%	$1,353,000	5.69%	1.88%
Debt Service	$2,800,000	11.80%	$2,800,000	11.77%	0.00%
Total	**$23,730,003**	**100.00%**	**$23,780,510**	**100.00%**	**0.21%**

* Included in General Fund

For 2024, 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 increase modestly from 2024, due to historically stable capital charges and debt service levels. 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 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 $3.13/$1,000 represents a significant decrease from three years ago due to a City-wide revaluation that was completed in late 2021. Under the proposed 2024 budget, a Mequon home assessed at $450,000 will pay approximately $1,409 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 2024, the Utility's projected mill rate is scheduled to increase slightly to $1.62 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**
2023	$3.13 (proposed)	$1.62 (proposed)
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 2024, property tax revenue totals $23,780,510. As indicated in the following table, this represents an increase of $50,507 or 0.21% more than the 2022 levy (collected during 2023), an amount that meets the requirements of the state's levy limit, 2013 Wisconsin Act 20.

Revenue Summary Information

Category	**2023**	**2024**	**Change**	**% Change**
General	$9,928,957	$9,823,048	($105,909)	-1.07%
Sewer Utility	$7,213,956	$7,262,821	$48,865	0.68%
Library	$1,106,716	$1,131,716	$25,000	2.26%
Fire & EMS	$1,352,374	$1,409,925	$57,551	4.26%
Capital Projects	$1,328,000	$1,353,000	$25,000	1.88%
Debt Service	$2,800,000	$2,800,000	$0	0.00%
Total Tax Levy	**$23,730,003**	**$23,780,510**	**$50,507**	**0.21%**

Other Revenue	$4,957,052	$5,651,164	$694,112	14.00%
Total Revenue	**$28,687,055**	**$29,431,674**	**$744,619**	**2.60%**
City Tax Rate	$3.11	$3.13	$0.02	0.64%
Sewer Tax Rate	$1.60	$1.62	$0.02	1.25%

Capital Projects Fund

The proposed tax levy dedicated to "pay-as-you-go" capital spending in 2024 is increasing modestly from the amount of $1,328,000 approved in 2023. 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 $262,000 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 2024, funding is again earmarked at $625,000, which remains unchanged from the amount approved for 2023.

2024 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 2024 budget are the property tax levy limit (as described above), nearly $590,000 in new shared revenue from the State of Wisconsin resulting from a change to how state sales tax revenues are shared with localities, and certain fixed costs (e.g., salaries, insurance, commodity prices, etc.) rising faster than the consumer price index. In addition to generally preserving existing service levels, the proposed 2024 budget also includes:

- An additional firefighter-paramedic in the Southern Ozaukee Fire/EMS Department (SOFD)
- Funding to administer expanded election services during a Presidential Election year
- American Recovery Plan Act funding to update the City's Park & Open Space Master Plan
- A 33% increase in the use of Flock traffic cameras, via the installation of 2 additional units
- Additional capital funding to complete HVAC and ceiling repairs in the Council Chambers
- A 50% transfer of one City mechanic's salary & benefits to SOFD for fleet maintenance
- An increase in recurring capital funding for park improvements equal to $25,000 annually
- A $135K reduction in the use of budgeted ARPA funds, as previously approved by Council.

In sum, the recommended 2024 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 taken together, comprise roughly 53% of the City's overall spending.

Library Allocation
As noted, the 2024 budget also includes an appropriation of $1,131,716 for the Weyenberg Library, which represents a $25,000 increase in the amount that was allocated in 2023. 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 2024 budget. Following discussion, the Committee voted to allocate $20,000 in undesignated funds received through the American Rescue Plan Act (ARPA) towards further deterring vehicular speeding, as determined by the Public Safety Committee. Thereafter, the Committee unanimously approved a recommendation in favor of adopting the 2024 budget, as originally proposed by City staff.

Recommendation
Adoption of the Proposed Ordinance.

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2023-1655

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 2024 and Levying for the Same

RECITALS

A. Public Notice of the Proposed 2024 Budget for the City of Mequon appeared in the *News-Graphic* on October 26, 2023.

B. A Public Hearing was held by the Common Council on November 14, 2023, regarding the Proposed 2024 Budget.

C. The Proposed Budget includes property taxes of $16,517,689 that are levied to support the 2024 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 2023 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 2024 Budget for the City of Mequon, in the amounts set forth therein and in the total amount of:

2024 Budget	$22,168,853
Less Anticipated Revenues	($5,651,164)
Total Amount of Tax Levy	$16,517,689

SECTION II

There is hereby levied a tax of $16,517,689 upon all taxable property within the City of Mequon as returned by the Assessor in the Year 2023 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 14, 2023

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on November 14, 2023.

_____
Caroline Fochs, City Clerk

Published: _____

CITY OF MEQUON
PROCLAMATION
AMERICA RECYCLES DAY

The City of Mequon recognizes the importance of protecting and preserving our natural resources and adopting conscientious habits that will improve our daily lives and bring about a cleaner, safer, and more sustainable environment; and

The average American discards 7.5 pounds of garbage every day. Although there has been a significant increase in the amount of recycling in Mequon to date, we must continue to focus on other initiatives such as waste reduction, composting, the reuse of products and materials, and purchasing recycled products; and

To focus the nation's attention on the importance of recycling, businesses, industries, government agencies, nonprofit organizations, schools and individuals have joined together to celebrate *America Recycles Day 2023* and are encouraging their employees, customers, membership, and all citizens to pledge to buy more recycled-content products as an environmentally efficient and economically smart habit; and

It is important that all Mequon residents and businesses become involved in recycling activities and learn more about the many recycled and recyclable products available to them as consumers; it is fitting for the City of Mequon to celebrate *America Recycles Day 2023* and take action by educating citizens about the recycling options available in our community;

Accordingly, I, Andrew Nerbun, Mayor of the City of Mequon, on behalf of all citizens of the City of Mequon, proclaim November 15, 2023, to be *America Recycles Day* and I encourage all citizens to recognize the importance of recycling.

Dated November 15, 2023

Andrew J. Nerbun, Mayor
City of Mequon

Attachment: America Recycles Day 11 15 2023 (8970 : America Recycles Day Proclamation)

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Office of the City Clerk
Taped and Televised

draft

COMMON COUNCIL
Regular Meeting
Tuesday, October 10, 2023 - 7:30 PM
or Immediately Following the
Sewer Utility District Commission Meeting
Christine Nuernberg Hall

Minutes

1) Call to Order

Mayor Nerbun called the meeting to order at 8:06 PM.

2) Pledge of Allegiance

3) Roll Call

Present:
Mayor Andrew Nerbun
Alderman Kelly Tolocko
Alderman Dale Mayr
Alderman Jeffrey Hansher
Alderman Gregg Bach
Alderman Brian Parrish
Alderman Kathleen Schneider
Alderman William Gebhardt
Excused: Alderman Strzelczyk

Also present: City Administrator Jones, Assistant City Administrator Schoenemann, City Attorney Sajdak, City Clerk Fochs, Finance Director Engroff, Police Chief Pryor, City Engineer/Public Works Director Lundeen, Assistant City Engineer McCraw, press and interested public.

4) Personal Appearances and Public Comment: None.

5) Public Officials' Reports:

a) Mayor: Mayor Nerbun congratulated the Southern Ozaukee Fire Department for being named the prestigious Intergovernmental Cooperation Award recipient. Presentation of the award to Mequon and Thiensville officials will take place in November.

b) City Administrator: City Administrator Jones announced that WisDOT will be scheduled on November 14th to provide an update on the I-43 Expansion Project. City-wide Halloween trick-or-treat will be held on Sunday, October 29th from 4:00-7:00 PM. Lastly, the Sewer

Attachment: 10-10-23_draft minutes (8873 : Common Council meeting minutes of October 10, 2023)

Utility District Commission and Mequon Municipal Water Utility Commission budget meetings will be held on Monday, October 30th at 6:30 PM at City Hall.

6) Consent Agenda:

a) Common Council meeting minutes of September 12, 2023.
b) Architectural Board meeting minutes of August 14, 2023.
c) Economic Development Board meeting minutes of July 25, 2023.
d) Festivals Committee meeting minutes of August 16, 2023.
e) Finance-Personnel Committee meeting minutes of August 8, 2023.
f) Joint Mequon-Thiensville Bike and Pedestrian Way Commission meeting minutes of August 10, 2023.
g) Mequon Municipal Water Utility Commission meeting minutes of August 8, 2023.
h) Planning Commission meeting minutes of July 24, 2023.
i) Public Welfare Committee meeting minutes of August 8, 2023.
j) Public Works Committee meeting minutes of June 13 and August 8, 2023.
k) Zoning Enforcement and Site Compliance Report Through October 1, 2023.

Motion to approve the monthly list of minutes and reports, Consent Agenda Items A-K.

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

AYES: Tolocko, Mayr, Hansher, Bach, Parrish, Schneider, Gebhardt

7) Ordinance:

a) **ORDINANCE 2023-1654** - An Ordinance Amending Chapter 2 of the Mequon Municipal Code, Eliminating the Bond Requirement for Certain City Officers.

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

AYES: Tolocko, Mayr, Hansher, Bach, Parrish, Schneider, Gebhardt

8) Resolutions:

a) **RESOLUTION 4072** - A Resolution Awarding a Contract for Fiscal Year 2023 Auditing Services to Baker Tilly US LLP, Milwaukee, Wisconsin in the Amount of $32,750.

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

Attachment: 10-10-23_draft minutes (8873 : Common Council meeting minutes of October 10, 2023)

AYES:	Tolocko, Mayr, Hansher, Bach, Parrish, Schneider, Gebhardt

b) **RESOLUTION 4073** - A Resolution Awarding the 2024 Road Improvements Design Contract for Highland Road and Fiesta Lane to Clark Dietz, Inc., of Milwaukee, Wisconsin, in the Amount of $58,000.

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

AYES:	Tolocko, Mayr, Hansher, Bach, Parrish, Schneider, Gebhardt

c) **RESOLUTION 4074** - A Resolution Approving the Purchase of Four (4) 2024 Dodge Durango Sport Utility Vehicles from Ewald Automotive Group, Hartford, Wisconsin, and the Purchase and Installation of Associated Equipment from General Communications, Milwaukee, Wisconsin in an Amount Not-to-Exceed $213,234.

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

AYES:	Tolocko, Mayr, Hansher, Bach, Parrish, Schneider, Gebhardt

d) **RESOLUTION 4075** - A Resolution Amending Resolution #4065 to Change the Model Year of the Squad Purchase Order from 2024 to 2025.

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

AYES:	Tolocko, Mayr, Hansher, Bach, Parrish, Schneider, Gebhardt

9) Specified Unfinished Business From Prior Meetings: None.

10) Specified New Business:

a) Mayoral Appointments: Mequon Festivals Committee - Laeh McHenry, Member, At-Large and Brett Benson, Member, At-Large

Motion to approve the two Mayoral Appointments to the Festivals Committee.

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

Attachment: 10-10-23_draft minutes (8873 : Common Council meeting minutes of October 10, 2023)

AYES:	Tolocko, Mayr, Hansher, Bach, Parrish, Schneider, Gebhardt

11) Adjourn

Motion to adjourn at 8:16 PM.

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

AYES:	Tolocko, Mayr, Hansher, Bach, Parrish, Schneider, Gebhardt

Respectfully Submitted,
Kathy Andrykowski
Deputy Clerk

Attachment: 10-10-23_draft minutes (8873 : Common Council meeting minutes of October 10, 2023)

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INSPECTION DIVISION

Attachment: Arch Brd minutes_09-11-23 (8871 : Architectural Board meeting minutes of September 11, 2023)

ARCHITECTURAL BOARD MINUTES
Monday, September 11, 2023
6:00 PM
Lower-Level Conference Room

Minutes

1. **Call to Order, Roll Call:**

Present:	Chairman Scott Reed
Members at Large:	Paul Apfelbach, John Mikkelson, Michael Wade, Tom Irvin, Janet Ehn, Anthony LaGalbo
Building Inspector:	Greg Golden

2. **Meeting Minutes**

Minutes from the August 14, 2023, meeting were approved by Vice-Chairman Paul Apfelbach and seconded by District Representative Tom Irvin.

Minutes were approved unanimously.

3. **Application Submittals:**

No.	Alder. District /Time	Type of App	Owner(s) / Project Address	Contractor
1)	Dist. 3 6:00 pm	**New Single-Family Residence**	Veridian Homes LLC 8080 W. Preserve Parkway Subd: The Enclave	Contractor: Veridian Homes Architect: Veridian Homes

Moved to Approve: Reed
Seconded by: Ehn
Approved: Yes
Vote: 6 – 1 (Wade voted no)

Conditions: Plans approved as submitted.

2)	Dist. 5 6:05 pm	**Addition: Mudroom**	Daniel Domagala 326 W. Seacroft Court Subd: Bromborough Sands	Contractor: Owner Architect: Owner

Moved to Approve: Irvin
Seconded by: Wade
Approved: Yes
Vote: Unanimous

Conditions: Plans approved as submitted.

3)	Dist. 6 6:15 pm	**Addition: Kitchen/Dining Room and Master Suite**	Amy Mangrich & Travis Pinter 11642 N. St. James Lane Subd: Meadowland	Contractor: TBD Architect: Fein Design

Moved to Approve: LaGalbo
Seconded by: Irvin
Approved: Yes
Vote: Unanimous

Conditions: Plans approved as submitted.

Attachment: Arch Brd minutes_09-11-23 (8871 : Architectural Board meeting minutes of September 11, 2023)

4)	Dist. 7 6:25 pm	**Addition:** **Garage, Laundry Room and 2nd Floor Master Suite**	Michael Valestin 10228 N. Grasslyn Road Subd: Country Manor	Contactor: Owner Architect: Fritsch Designs LLC

Moved to Approve: Wade
Seconded by: Irvin
Approved: Yes
Vote: Unanimous

Conditions: Plans approved as submitted.

5)	Dist. 8 6:35 pm	**Addition:** **1st Floor Mother-In-Law Suite**	Raman & Sangeeta Khanna 303 E. Eastwyn Drive Subd: Eastwyn Bay	Contractor: Gabor Design Build Architect: Bryan Wick

Moved to Approve: Irvin
Seconded by: LaGalbo
Approved: Yes
Vote: Unanimous

Conditions: Plans approved as submitted.

6)	Dist. 1 6:45 pm	**New Single-Family** **Side x Side Condominium**	David Hoff Development 12467/12470 N. Woods Court Subd: Woods at Highland Park	Contractor: Northtract Const. Architect: Architectural Dev. Srvs.

Moved to Approve: Apfelbach
Seconded by: Irvin
Approved: Yes
Vote: Unanimous

Conditions: Plans approved as submitted.

7)	Dist. 1 6:50 pm	**Re-Submittal for** **New Single-Family Residence**	Steve & Danette Carlton, Sr. 3650 W. Pine View Court Subd: Riverland Estates	Contractor: Anderson Homes Architect: Anderson Homes

Moved to Approve: Reed
Seconded by: Ehn
Approved: Yes
Vote: Unanimous

Conditions: Re-Submitted plans approved.

Attachment: Arch Brd minutes_09-11-23 (8871 : Architectural Board meeting minutes of September 11, 2023)

8)	Dist. 5 6:55 pm	**New Single-Family Side x Side Condominium**	Newcastle Place Pad #1; Plan 4A Subd: N/A	Contractor: Allan Builders Architect: David Pluim

Moved to Approve: Irvin
Seconded by: Apfelbach
Approved: Yes
Vote: Unanimous

Conditions: Plans approved as submitted.

9)	Dist. 5 7:00 pm	**New Single-Family Residence**	Newcastle Place Pad #2; Plan 1B Subd: N/A	Contractor: Allan Builders Architect: David Pluim

Moved to Approve: Irvin
Seconded by: Apfelbach
Approved: Yes
Vote: Unanimous

Conditions: Plans approved as submitted.

10)	Dist. 5 7:05 pm	**New Single-Family Residence**	Newcastle Place Pad #3; Plan 1C Subd: N/A	Contractor: Allan Builders Architect: David Pluim

Moved to Approve: Irvin
Seconded by: Apfelbach
Approved: Yes
Vote: Unanimous

Conditions: Plans approved as submitted.

11)	Dist. 5 7:10 pm	**New Single-Family Residence**	Newcastle Place Pad #4; Plan 1D Subd: N/A	Contractor: Allan Builders Architect: David Pluim

Moved to Approve: Irvin
Seconded by: Apfelbach
Approved: Yes
Vote: Unanimous

Conditions: Plans approved as submitted.

Attachment: Arch Brd minutes_09-11-23 (8871 : Architectural Board meeting minutes of September 11, 2023)

12)	Dist. 5 7:15 pm	**New Single-Family Residence**	Newcastle Place Pad #5; Plan 3A Subd: N/A	Contractor: Allan Builders Architect: David Pluim

Moved to Approve: Irvin
Seconded by: Apfelbach
Approved: Yes
Vote: Unanimous

Conditions: Plans approved as submitted.

13)	Dist. 5 7:20 pm	**New Single-Family Residence**	Newcastle Place Pad #6; Plan 3C Subd: N/A	Contractor: Allan Builders Architect: David Pluim

Moved to Approve: Irvin
Seconded by: Apfelbach
Approved: Yes
Vote: Unanimous

Conditions: Plans approved as submitted.

14)	Dist. 5 7:25 pm	**New Single-Family Residence**	Newcastle Place Pad #7; Plan 3B Subd: N/A	Contractor: Allan Builders Architect: David Pluim

Moved to Approve: Irvin
Seconded by: Apfelbach
Approved: Yes
Vote: Unanimous

Conditions: Plans approved as submitted.

15)	Dist. 5 7:30 pm	**New Single-Family Residence**	Newcastle Place Pad #8; Plan 2C Subd: N/A	Contractor: Allan Builders Architect: David Pluim

Moved to Approve: Irvin
Seconded by: Apfelbach
Approved: Yes
Vote: Unanimous

Conditions: Plans approved as submitted.

Attachment: Arch Brd minutes_09-11-23 (8871 : Architectural Board meeting minutes of September 11, 2023)

16)	Dist. 5 7:35 pm	**New Single-Family** **Side x Side Condominium**	Newcastle Place Pad #9; Plan 4B Subd: N/A	Contractor: Allan Builders Architect: David Pluim

Moved to Approve: Irvin
Seconded by: Apfelbach
Approved: Yes
Vote: Unanimous

Conditions: Plans approved as submitted.

17)	Dist. 5 7:40 pm	**New Single-Family** **Residence**	Newcastle Place Pad #10; Plan 2B Subd: N/A	Contractor: Allan Builders Architect: David Pluim

Moved to Approve: Irvin
Seconded by: Apfelbach
Approved: Yes
Vote: Unanimous

Conditions: Plans approved as submitted.

18)	Dist. 5 7:45 pm	**New Single-Family** **Residence**	Newcastle Place Pad #11; Plan 2A Subd: N/A	Contractor: Allan Builders Architect: David Pluim

Moved to Approve: Irvin
Seconded by: Apfelbach
Approved: Yes
Vote: Unanimous

Conditions: Plans approved as submitted.

19)	Dist. 5 7:50 pm	**New Single-Family** **Residence**	Newcastle Place Pad #12; Plan 1A Subd: N/A	Contractor: Allan Builders Architect: David Pluim

Moved to Approve: Irvin
Seconded by: Apfelbach
Approved: Yes
Vote: Unanimous

Conditions: Plans approved as submitted.

Attachment: Arch Brd minutes_09-11-23 (8871 : Architectural Board meeting minutes of September 11, 2023)

4. **Guidelines Discussion**

Greg Golden, Building Inspections Supervisor, spoke with the Board Members about the comprehensive study that was conducted by Management Partners in 2022 and the suggestions that were made as a result of the study. Inspection Supervisor Golden shared proposed changes to the Architectural Guidelines which were discussed with the board. Suggestions from the board were noted and will be incorporated in the proposed changes. Architectural Board requested a clean copy of the guidelines after the suggested changes are made.

5. **Motion to Adjourn**

District Representative Tom Irvin made a motion to adjourn the meeting.
Chairman Scott Reed seconded the motion.

A vote was taken; vote passed unanimously.

Meeting adjourned at 7:02 p.m.

Attachment: Arch Brd minutes_09-11-23 (8871 : Architectural Board meeting minutes of September 11, 2023)

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BOARD OF APPEALS
Thursday, March 2, 2023
6:00 PM
Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Chairman Massey called the meeting to order at 6:00 PM. She explained how to use the new audio system to those present.

Present:
Chair Kathleen Massey
Board Member Thomas Flanagan
Board Member Ramona Larson
Board Member Robert Stern
Board Member Kirsten Hildebrand
Vice Chair Joseph Russell -- **Absent**
Board Member Steve Helfer -- **Absent**

Also present: City Attorney Brian Sajdak, Deputy Clerk Janet Meyer, Assistant Community Development Director Jac Zader, Building Inspections Supervisor Greg Golden, and interested public.

2) Approve meeting minutes of December 1, 2022

City Attorney Sajdak stated that the correct spelling of the Refined Renovations representative should be Matthew Jahns and it should be corrected in two places in the draft minutes.

Motion to approve the December 1, 2022 minutes as amended.

RESULT: **Approved as Amended by Voice Acclamation [Unanimous]**
MOVED BY: Board Member Flanagan
SECONDED BY: Board Member Larson

AYES: Massey, Flanagan, Larson, Stern, Hildebrand

Attachment: 03-02-23_ BOA minutes (8944 : Board of Appeals meeting minutes of March 2, 2023)

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

a. Applicant: Nancy Tolocko
Owner: Nancy Tolocko
Appeal: Opportunity will be afforded to all interested in being heard concerning the petition by Nancy Tolocko requesting a variance from Section 58-800 (b)(1) of the City of Mequon Code of Ordinances in order to retain the deck that was constructed that exceeds the allowable square footage per municipal code at 12656 N. Shoreland Parkway.

Hearing no objection, Chairman Massey opened the public hearing, stated the variance request and the process.

All parties appearing before the Board of Appeals were sworn.

Building Inspections Supervisor Golden summarized the variance request to Section 58-800(b)(1) which prohibits modifications or additions to a nonconforming structure located in a floodplain with the exception of a deck that cannot exceed 200 square feet. The appellant replaced an existing 120 square foot deck attached to the east side of the building and added an additional 603 square feet of decking to the east, south and west side of the building without a building permit. The Inspection Department instructed the appellant in August, 2022 to seek a building permit to avoid code enforcement action. The appellant submitted a building permit application on August 26, 2022, but it was subsequently denied on August 30, 2022. He further stated that the applicant's hardship is self-imposed and reminded them that Section 58-812 of the Mequon Code states when the Board of Appeals grants a flood plain approval, the Board shall notify the applicant in writing that it may increase flood insurance premiums and to the risk of life and property. Furthermore, the Wisconsin Administrative Code NR 116.21(4)(c) states "a variance may not be granted for a use that is common to a group of adjacent lots or premises. In such a case, the zoning ordinances would have to be amended through proper amendment procedures." He added, the fact that the application includes a list of 13 adjacent property owners in support of the variance demonstrates that this is clearly not a unique and site-specific issue. The staff recommends denial of the variance request.

Board discussion ensued about the timeline of the site visit, the need for a permit and stages of deck construction. Originally there was a 120 square foot deck on the east side of the house and the west side had a platform. Combined total was less than 200 square feet. The owner then resurfaced the existing 120 square feet and added decking all the way around the house to connect it to the front of the house with an additional 603 square feet. There were no permits applied for and the builder is unknown. Based on drawings, the new deck appears to meet code, however, it has not been inspected by the City. If the variance is not granted, the applicant would need to remove the additional decking, obtain a permit for adding approximately 80 feet of decking, which would allow access to the home. Assistant Director Zader explained that the flood plain ordinances are different than any other ordinances in the city in that they require approval by the Department of Natural Resources (DNR). They would need to be notified of any action the Board would take. The DNR has the right to appeal to Circuit Court any Board's decision. The DNR's jurisdiction is to evaluate whether the Board granted a variance in accordance with our flood plain ordinance. They have no jurisdiction to come out and inspect the

Attachment: 03-02-23_ BOA minutes (8944 : Board of Appeals meeting minutes of March 2, 2023)

deck. She also added that the posts on the new deck are tall enough so that they aid in the water flow.

City Attorney Sajdak reiterated the DNR's involvement in the case of granting this variance. He added that the DNR could withdraw the City's authority to regulate flood plains. Also important is the possibility that the Federal Flood Insurance program could deem Mequon "too risky" and not allow us to participate in their program. Section 58-812 (4) details the specific criteria that must be met in order to qualify for a variance. The Board should follow the letter of what our code says if the Board decides to grant this variance. Variance requests for flood plains are infrequent.

The applicant, Nancy Tolocko, explained that the home has had a street-side deck and a river-side deck for over 40 years, she decided to resurface the original decks, add a new railing and connect the two decks. She was not aware of the 200 square foot limit. The larger deck eases the hardship when it floods; it allows access to the home and allows storage during floods. It does not impede the flow of flood waters nor does it increase the flood height. The neighbors unanimously support the variance request, as evidenced by the enclosed petition. Ms. Tolocko disagreed with staff that her hardship is self-imposed. The hardship unique to her is that the majority of the homes in her neighborhood have garages or sheds built in pre-ordinance times and she is not allowed to build for herself under today's ordinances. She needs a place to store and secure items from floating down the river during a flood. She contended the ordinance does not regulate the number of decks allowed, it just regulates the size of the deck. She stated she has no reason that would be acceptable to the Board and she knows now that she should have applied for a permit. The subject property is an occupied rental; the applicant does not live in the home. She does not have any "professional" support to her claim that the deck does not impede the water flow or increase the flood height.

Staff clarified that the statute talks about allowing "a deck not to exceed 200 square feet". Staff's interpretation allows for dividing that 200-foot maximum between two decks but not allowinging multiple 200-foot decks. Staff stated that it is unknown if the original two decks had permits. Discussion ensued on the possibility of grandfathering the original decking. The building of a garage would not be allowed on the property since it is in the flood way. A garage is a non-conforming use and one cannot expand a non-conforming use in a flood way.

Motion to close the public hearing.

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

AYES: Massey, Flanagan, Larson, Stern, Hildebrand

Board discussion ensued.

- Recognition of need for storage
- There is not enough information/testimony to support that the variance is not contrary to the public interest

Attachment: 03-02-23_ BOA minutes (8944 : Board of Appeals meeting minutes of March 2, 2023)

- There is not enough information/testimony to conclude that the variance may not cause any increase in the regional flood elevation. And without this information the Board does not legally have the grounds to grant this variance.
- The Board has the authority to grant the variance
- There are consequences to the City if the DNR determines the City, and this Board, granted a variance in violation of our flood plain ordinance.
- There would be financial consequences to the City in the event of a DNR appeal.

Motion to deny granting the variance in order to retain the deck that was constructed that exceeds the allowable square footage per municipal code.

RESULT: **Approved by Roll Call Vote [4-1]**
MOVED BY: Board Member Massey
SECONDED BY: Board Member Flanagan

AYES: Massey, Flanagan, Larson, Hildebrand
ABSTAIN: Stern

The Board took a 5-minute break and reconvened at 7:17 PM.

b. Applicant: Hannah Boyd Instyle Homes
Owner: Instyle Homes Hannah Boyd
Appeal: Opportunity will be afforded to all interested in being heard concerning the petition by Hannah Boyd Instyle Homes requesting a variance from Sections 58-248(f)(5), 58-248(a), 10-56, 58-248(f)(2), 58-248(f)(3), and 58-549(a) of the City of Mequon Code of Ordinances in order to replace an existing accessory structure with an 1868 locally salvaged oak cabin at 3800 West Grace Avenue.

Member Flanagan questioned whether the Architectural Board should have ruled on the applicant's request first. City Attorney Sajdak explained that the Board of Appeals and the Architectural Board are separate processes, however, they are often times related. It is not unusual to hear an appeal before the Architectural Board weighs in on the issue.

Motion to postpone the applicant's variance application due to the fact the Board of Appeals lacks the clear jurisdiction to hear this matter at this time and to waive any further filing fee.

Attorney Sajdak suggested a clarification to the motion: "Motion to postpone the hearing on this matter until such time as the Architectural Board has made a determination".

Chair Massey made a request that the Architectural Board provide the Board of Appeals with all findings on the issues before us today so that should Ms. Boyd need to return then the Board would have a clear pathway so that the Board would be able to rule and give a definitive answer."

Building Inspector Supervisor Golden reminded the Board that the number of structures allowed on the property is part of the variance request. The Architectural Board would not have

Attachment: 03-02-23_ BOA minutes (8944 : Board of Appeals meeting minutes of March 2, 2023)

jurisdiction over that. Ms. Boyd may still need to return to the Board of Appeals for a ruling on that issue. Currently there are three accessory structures. He further stated that the proposed cabin is a larger structure than one that would need to be torn down so it would not match the existing footprint.

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

AYES:	Massey, Flanagan, Larson, Stern, Hildebrand

4) Adjourn

Motion to adjourn at 7:38 PM.

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

AYES:	Massey, Flanagan, Larson, Stern, Hildebrand

Respectfully Submitted,
Kathy Andrykowski
Deputy Clerk
Approved 11-02-23

Attachment: 03-02-23_ BOA minutes (8944 : Board of Appeals meeting minutes of March 2, 2023)

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

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Attachment: Festivals Mins 09-06-23 (8950 : Festivals Committee meeting minutes of September 6, 2023)

FESTIVALS COMMITTEE
Wednesday, September 6, 2023
6:30 PM
North Conference Room

Minutes

1) Call to Order, Roll Call

Present:
Chair Vanessa Nerbun
Committee Member Deanna Conaty
Committee Member Jenne Hohn
Committee Member Tracy Johnson
Committee Member Lisa Liljegren
Committee Member Moshe Luchins
Committee Member Christine McLean
Vice Chair Miranda White

Also Present: Executive Assistant Enea

2) Approval of Meeting Minutes
   a. August Meeting Minutes

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

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

3) Final Map & Event Schedule

Executive Assistant Enea provided the Committee with an overview of the festival map. All spaces are in number order with no duplicates for food trucks like last year. Vendor space 41 was added due to a late vendor submission. 2 additional port-a-johns were added this year. All electricity is ready to go, electrical capacity has doubled with the City's new upgrade. Committee Chair Nerbun suggested for everyone to familiarize themselves with the map before Saturday. The only vendors that should enter through the north entrance are the inflatables at 10:00am and the food trucks at 11:15am. The same photographer will be coming between 5-6pm. Sommers was told to bring their cars before 9am if possible. The welcome tent has a

backdrop and a big festival map. Someone from the Committee will buy mums and hay on Friday if we don't hear back from Stein's.

4) Vendor Assignments

   Vendor confirmations were emailed last Monday with check-in instructions.

5) Parking Passes

   The orange parking passes were mailed to all vendors with their spot number on it, as well as if they are on Cedarburg Road or in the Children's Area.

6) Volunteer Update & Committee Assignments

   A welcome letter was emailed to all volunteers to check-in at the welcome booth. Only one space still needed to be filled as of the meeting.

7) Arrive on 9/9 at 7:45am

8) Next Meeting Date and Time
   A. October 18 at 6:30pm

9) Adjourn
   The meeting adjourned at 6:52 PM.

Respectfully Submitted,

Carrie Enea
Executive Assistant

Attachment: Festivals Mins 09-06-23 (8950 : Festivals Committee meeting minutes of September 6, 2023)

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Mequon, WI 53092
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Office of the City Administrator

FINANCE-PERSONNEL COMMITTEE
Tuesday, September 12, 2023
5:30 PM
North Conference Room

Minutes

1) Call to Order, Roll Call

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

Also present: William Jones, City Administrator, Jennifer Engroff, Finance Director, Marie Keyser Assistant Finance Director, Carrie Enea, Executive Assistant, Brian Sajdak, City Attorney, Caroline Fochs, City Clerk, Kimberly Tollefson, Community Development Director and Greg Golden, Inspections Supervisor.

2) Approve Meeting Minutes

a. August 8, 2023 Finance-Personnel Meeting Minutes
RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Gebhardt
SECONDED BY: Alderman Parrish

AYES:	Gebhardt, Parrish
ABSENT:	Strzelczyk

3) License Applications

a. September 2023 Licenses
RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Parrish
SECONDED BY: Alderman Gebhardt

Attachment: Finance-Personnel minutes_09-12-23 (8879 : Finance-Personnel Committee meeting minutes of September 12, 2023)

AYES:	Gebhardt, Parrish
ABSENT:	Strzelczyk

4) Vouchers Paid

a. August 2023 Vouchers Paid List

Alderman Parrish asked staff whether the $3,895 payment to Kapur & Associates for Swan Ridge Fams Swmp review would be reimbursed by the developer. Staff responded that in all likelihood this would be reimbursed, but in the absence of Director Lundeen, they would have to confirm and provide a more definitive response.

Also Alderman Parrish asked if the All-Ways Contractors payment of $97,194.97 for the Courtland Drive Project was over or under budget and whether or not it was complete. Director Engroff reviewed resolution 4043 and stated the award amount was approved for $106,000. Staff indicated that an update regarding the project's status would be provided via the weekly bulletin.

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

AYES:	Gebhardt, Parrish
ABSENT:	Strzelczyk

5) Ordinances

a. **ORDINANCE 2023-1654** An Ordinance Amending Chapter 2 of the Mequon Municipal Code, Eliminating the Bond Requirement for Certain City Officers

Attorney Sajdak briefed the Committee that the question arose as to whether the renewal of the City's bonds for certain officers (clerk, treasurer, etc.) are necessary. Wisconsin Statutes call for bonds for certain City officers, however the statutes allow the Common Council to forego the bonds in exchange for appropriate crime and dishonesty insurance coverage. The City's insurance coverage already includes this. In essence, the City has duplicate coverage.

Alderman Gebhardt asked how much the bond coverage was. Attorney Sajdak did not know the exact figure, however he and Director Engroff agreed that the insurance policy provided significantly higher coverage.

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

Attachment: Finance-Personnel minutes_09-12-23 (8879 : Finance-Personnel Committee meeting minutes of September 12, 2023)

AYES:	Gebhardt, Parrish
ABSENT:	Strzelczyk

6) Information Items

a. Review of Proposed Fee Adjustments for Fiscal Year 2024

Administrator Jones briefed the Committee on the fee schedule review that staff started earlier this year. Department Heads made a list of fees which were appropriate to compare to other communities. Executive Assistant Enea gathered data from twelve municipalities which were of a population size equal to or greater than Mequon. Ms. Enea compiled the data and generated a table to calculate the average fee amount for each line item on the fee schedule. Staff reviewed the data and the Community Development Department and City Clerk's Office recommendations are included in the packet for consideration. Mr. Jones explained this is a workshop style meeting, as such all suggestions and comments are welcome.

Alderman Gebhardt asked what the last fee schedule review methodology was (in 2020). Mr. Jones explained that in 2020, it was more of an internal review of actual cost versus in 2023, staff looked at the external market. Alderman Gebhardt also commented that it is hard for him to have an opinion on some of the fees as he does not know how many times customers are charged these fees.

As for the Inspections Division, Inspections Supervisor Golden told the Committee that the swimming pool permit fee was the most difficult to determine a price as swimming pools can vary in price quite significantly.

As for the Planning Division, Alderman Parrish suggested the consulting fee of $400 should be deducted from the PUD fee, should the development move forward. This could encourage more consultations.

Finally, Administrator Jones reminded the Committee that the fee schedule can be amended at any time throughout the year. This was a particular deep dive of the comprehensive list, however at any time, the Council can formally alter any one fee. Also Mr. Jones explained that Mequon does not utilize program budgeting, whereby fees or charges received go directly to pay for the associated expense(s). All general fund revenues fund general fund expenditures (i.e., inspections revenues do not directly fund the inspections division or parks revenues do not directly fund the parks division).

The consensus among Committee members is to discuss the rest of the fee schedule at the next regularly scheduled Finance-Personnel meeting on October 10th.

b. Finance & Personnel Work Plan

Attachment: Finance-Personnel minutes_09-12-23 (8879 : Finance-Personnel Committee meeting minutes of September 12, 2023)

7) Adjourn

A motion to adjourn was made by Alderman Gebhardt at 6:33 PM, seconded by Alderman Parrish. All voted in favor "aye."

Respectfully Submitted,

Marie Keyser
Assistant Finance Director

Attachment: Finance-Personnel minutes_09-12-23 (8879 : Finance-Personnel Committee meeting minutes of September 12, 2023)

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Public Works Department

Joint Mequon-Thiensville Bike and Pedestrian Way Commission
Thursday, September 14, 2023
9:00 AM
North Conference Room

Minutes

1. Call to Order, Roll Call

   Present:
   Commissioner Kenneth Maciolek
   Commissioner Jim Doornek
   Commissioner Ron Heinritz
   Commissioner John Liegeois
   Commissioner Kristin Wade

   Absent:
   Chair T. Azinger
   Commissioner Rob Holyoke

   City Engineer/Director of Public Works Lundeen, Assistant City Engineer McCraw, and Engineering Administrative Assistant Redeker were also in attendance.

   Acting Chair Wade called the meeting to order at 9:04 AM.

2. Approval of Meeting Minutes
   a. August 10, 2023 Minutes

RESULT:	**Approved [Unanimous]**
MOVED BY:	Commissioner Doornek
SECONDED BY:	Commissioner Maciolek

AYES:	Maciolek, Doornek, Heinritz, Liegeois, Wade

Attachment: 09-14-2023 Mins_Joint M-T Bike and Ped Commission.doc (8872 : Joint Mequon-Thiensville Bike and Pedestrian Way Comm

3. Discussion/Action Items
   a. Planning Study RFP Scope of Services

   Commissioners discussed their recommendations for the split of the financial responsibility and how it would be presented to the Thiensville Village Board and the Mequon Common Council.

   Action

   Commissioner Maciolek made a motion to approve the cost contribution from the Village of Thiensville be 12% of the total cost of the study and the City of Mequon contribute 88%. Commissioner Wade seconded the motion.

   A voice vote was taken; vote passed (4-1)

   RESULT: **Approved [4 to 1]**
   MOVED BY: Commissioner Maciolek
   SECONDED BY: Commissioner Wade

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

4. Adjourn
   a. Motion to Adjourn at 10:18 AM

   RESULT: **Approved by Voice Acclamation [Unanimous]**
   MOVED BY: Commissioner Heinritz
   SECONDED BY: Commissioner Maciolek

   AYES: Maciolek, Doornek, Heinritz, Liegeois, Wade

Respectfully Submitted,

Kaye Redeker

Attachment: 09-14-2023 Mins_Joint M-T Bike and Ped Commission.doc (8872 : Joint Mequon-Thiensville Bike and Pedestrian Way Comm

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Public Works Department

Joint Mequon-Thiensville Bike and Pedestrian Way Commission
Thursday, October 12, 2023
9:00 AM
North Conference Room

Minutes

1. Call to Order, Roll Call

   Present:
   Commissioner Kenneth Maciolek
   Chair T. Azinger
   Commissioner Jim Doornek
   Commissioner Ron Heinritz
   Commissioner Rob Holyoke
   Commissioner John Liegeois

   Absent:
   Commissioner Kristin Wade

   City Engineer/Director of Public Works Lundeen, Assistant City Engineer McCraw, and Administrative Assistant Redeker were also in attendance.

2. Approval of Meeting Minutes
   a. September 14, 2023 Minutes

RESULT:	**Approved [Unanimous]**
MOVED BY:	Commissioner Heinritz
SECONDED BY:	Holyoke

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

Attachment: 10-12-2023 Mins_Joint M-T Bike and Pedestrian Way commission (8872 : Joint Mequon-Thiensville Bike and Pedestrian Way

3. Discussion/Action Items
   a. River Road Paved Shoulder Discussion

   Commissioners discussed the newly paved shoulder on River Rd in the Village of Thiensville as well as the new paved path at the intersection of River Rd and Freistadt Rd in the Village of Thiensville. During the discussion, the commission decided to add a discussion item to the November agenda to discuss bike routes and signage in the Village of Thiensville. It was suggested to invite Thiensville Director of Community Services/Public Works LaFond to the meeting.

   b. Railroad Crossing between Bonniwell and Highland Discussion

   Safety concerns about the railroad crossing on the Ozaukee Interurban Trail between Bonniwell Rd and Highland Rd were discussed. A motion to make a formal recommendation to the Interurban Advisory Committee to discuss safety at the crossing was made by Commissioner Heinritz and seconded by Commissioner Doornek. All present were in favor and the motion passed.

   RESULT: **Approved [Unanimous]**
   MOVED BY: Commissioner Heinritz
   SECONDED BY: Commissioner Doornek

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

   c. Mequon-Thiensville Planning Study Scope - Inclusion of Adjacent Studies

   Through a discussion, the commission chose to include plans from adjacent communities in the Mequon-Thiensville Planning Study scope and to let the hired consultant gather the information rather than having the commission provide it.

4. Adjourn
   a. Motion to Adjourn at 10:08

   RESULT: **Approved by Voice Acclamation [Unanimous]**
   MOVED BY: Commissioner Maciolek
   SECONDED BY: Commissioner Heinritz

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

Respectfully Submitted,

Kaye Redeker

Attachment: 10-12-2023 Mins_Joint M-T Bike and Pedestrian Way commission (8872 : Joint Mequon-Thiensville Bike and Pedestrian Way

MEQUON WATER UTILITY

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Water Utility

MEQUON MUNICIPAL WATER UTILITY COMMISSION
Regular Meeting
Tuesday, September 12, 2023
7:00 PM
Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Meeting was called to order at 7:29 PM

Present:
Commissioner Andrew Nerbun
Commissioner Kelly Tolocko
Commissioner Dale Mayr
Commissioner Jeffrey Hansher
Commissioner Gregg Bach
Commissioner Brian Parrish
Commissioner Kathleen Schneider
Commissioner William Gebhardt
Commissioner Robert Strzelczyk -- **Excused**

Also present: City Administrator Jones, Assistant City Administrator Schoenemann, City Attorney Sajdak, City Clerk Fochs, Director of Public Works/City Engineering Lundeen, Water Utility Supervisor Voigt, City Water Engineer Fulsaas, City Water Engineer Durbin, Administrative Assistant Schlereth, press and interested public.

2) Approval of Meeting Minutes

a. August 8, 2023, Minutes

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

Attachment: 9-12-23 Water Utility Minutes (8947 : Mequon Municipal Water Utility Commission meeting minutes of September 12 and October

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

3) Discussion Items

   a. A Review of the Draft Water Utility Master Plan Update

   Discussion ensued on updating the contract with Milwaukee Water Works from 1999.

   Commissioners favor outreach to private well residents making them aware of the option to voluntarily connect to the water main.

4) Adjourn

   a. Motion to Adjourn at 8:00 PM

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

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

Respectfully Submitted,

Ren Schlereth
Administrative Assistant

Attachment: 9-12-23 Water Utility Minutes (8947 : Mequon Municipal Water Utility Commission meeting minutes of September 12 and October

MEQUON WATER UTILITY

11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2913
Fax: 262-242-1580

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Water Utility

MEQUON MUNICIPAL WATER UTILITY COMMISSION
Regular Meeting
Tuesday, October 10, 2023
7:30 PM
Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

The meeting was called to order at 7:35 PM.

Present:
Commissioner Andrew Nerbun
Commissioner Kelly Tolocko
Commissioner Dale Mayr
Commissioner Jeffrey Hansher
Commissioner Gregg Bach
Commissioner Brian Parrish
Commissioner Kathleen Schneider
Commissioner William Gebhardt
Commissioner Robert Strzelczyk -- **Excused**

City Administrator Jones, Assistant City Administrator Schoenemann, City Attorney Sajdak, City Clerk Fochs, Director of Public Works/City Engineering Lundeen, Finance Director Engroff, Water Utility Supervisor Voigt, Police Chief Pryor, Administrative Assistant Schlereth, press and interested public.

2) Approval of Meeting Minutes

a. September 12, 2023, Minutes

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

Attachment: 10-10-23 Water Utility Minutes (8947 : Mequon Municipal Water Utility Commission meeting minutes of September 12 and October

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

3) Discussion Items

a. Authorization of Water Utility Leak Audit

Staff clarified that the audit includes all of the Mequon Water Utility, including the Villages of River Hills, Thiensville and Bayside.

RESULT: **Approved by Roll Call Vote [Unanimous]**
MOVED BY: Commissioner Mayr
SECONDED BY: Commissioner Hansher

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

b. Water Master Plan Adoption

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Commissioner Parrish
SECONDED BY: Commissioner Schneider

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

4) Adjourn

a. Motion to Adjourn at 7:40 PM

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

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

Respectfully Submitted,

Ren Schlereth
Administrative Assistant

Attachment: 10-10-23 Water Utility Minutes (8947 : Mequon Municipal Water Utility Commission meeting minutes of September 12 and October

11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-242-3500
Fax: 262-242-7655

www.ci.mequon.wi.us Police and Fire Departments

PUBLIC SAFETY COMMITTEE
Tuesday, August 8, 2023
5:15 PM
Lower Conference Room

Minutes

1) Call to Order and Roll Call
Present:
Chair Gregg Bach
Alderman Dale Mayr
Alderman Kelly Tolocko

Also Present: Police Chief Pryor, Fire Chief Bialk, City Administrator William Jones, City Attorney Brian Sajdak, Administrative Coordinator Bowen. Alderman Mayr arrived at 5:16 PM.

2) Approve Meeting Minutes
   a. Public Safety Committee - Regular Meeting - Jul 11, 2023 5:30 PM

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

AYES:	Bach, Tolocko
ABSENT:	Mayr

3) Resolutions
Action requested: review and recommend approval
   a. **RESOLUTION 4064** A Resolution Approving the First Amendment to an Intergovernmental Agreement Between the City of Mequon and the Village of Thiensville, Establishing the Southern Ozaukee Fire and Emergency Medical Services Department

City Administrator William Jones discussed the resolution to approve the amendments to the Intergovernmental Agreement between the City of Mequon and the Village of Thiensville, establishing the Southern Ozaukee Fire and Emergency Medical Services Department.

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

Attachment: 2023-08-08 Public Safety Committee - Full Minutes (8892 : Public Safety Committee meeting minutes of August 8, 2023)

AYES:	Bach, Mayr, Tolocko

b. **RESOLUTION 4065** A Resolution Approving the Purchase of Four (4) 2024 Ford Police Interceptor Sport Utility Vehicles from Ewald Automotive Group, Hartford, Wisconsin, and the Purchase and Installation of Associated Equipment from General Communications, Milwaukee, Wisconsin in an Amount Not-to-Exceed $195,876

Chief Pryor discussed the proposed purchase of four new squad cars.

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

AYES:	Bach, Mayr, Tolocko

c. **RESOLUTION 4066** A Resolution Approving Receipt of a Donation from the Mequon-Thiensville Community Foundation in the Estimated Amount of $19,000, for the Purchase and Training of a New Police K9 Dog and Other Associated Equipment

Chief Pryor discussed the acceptance of funds from the Mequon Community Foundation to be used for the purchase of a second K-9.

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

AYES:	Bach, Mayr, Tolocko

4) Adjourn
   a. Motion to adjourn the meeting.

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

AYES:	Bach, Mayr, Tolocko

Respectfully Submitted,

Melina Bowen

Attachment: 2023-08-08 Public Safety Committee - Full Minutes (8892 : Public Safety Committee meeting minutes of August 8, 2023)

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

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PUBLIC WELFARE COMMITTEE
Tuesday, September 12, 2023
5:30 PM
Lower Conference Room

Minutes

1) Call to Order, Roll Call

Present:
Chair Dale Mayr
Alderman Gregg Bach
Alderman Kathleen Schneider

Also Present: City Administrator Schoenemann, Director of Community Development Tollefson, City Clerk Fochs, and City Attorney Sajdak

2) Approval of Meeting Minutes
   a. August Meeting Minutes

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

AYES:	Mayr, Bach, Schneider

3) Discussion Items
   a. District 3 Polling Site Relocation

City Clerk Fochs provided an overview of the choices for the new District 3 polling site. The top three staff recommendations are City Hall, the Weyenberg Library, or Foxtown Station. City Clerk Fochs provided pros and cons for each location. After discussion, the Committee agreed that the Library was their first choice and Foxtown Station was their second choice. City Clerk Fochs will return in the next two months with an agreement for the Committee to review.

   b. Architectural Review Board Design Guidelines

Community Director Tollefson provided the Committee with an update since the August meeting. Materials in the packet were amended to achieve greater consistency between all size/scale of buildings and processes. The Architectural Board reviewed everything at their meeting on September 11 and were onboard with staff's proposal. Director Tollefson stated

Attachment: Public Welfare Minutes 09-12-23 (8952 : Public Welfare Committee meeting minutes of September 12, 2023)

that it would be good to list examples/images in the code of acceptable materials and designs. There was a brief discussion about roof pitch and the Committee agreed that there should be a minimum. The Committee also agreed that the new policy should be prescriptive enough to ensure a clear line and ensure the Architectural Board remains consistent over time as its membership changes. Director Tollefson will make the changes to the draft, take back to the Architectural Board, and then return to the Public Welfare Committee in November. The next update will include corner lot standards.

4) Work Calendar

1. Polling Site Relocation
2. Community Survey Topics
3. Mequon Aquifer Discussion

5) Adjourn

The Committee moved to adjourn at 6:13pm.

Respectfully Submitted,

Carrie Enea
Executive Assistant

Attachment: Public Welfare Minutes 09-12-23 (8952 : Public Welfare Committee meeting minutes of September 12, 2023)

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www.ci.mequon.wi.us
Public Works Department

PUBLIC WORKS COMMITTEE
Tuesday, September 12, 2023
6:15 PM
South Conference Room

Minutes

1) Call to Order, Roll Call

Meeting called to order at 6:15 PM

Present:
Chair Kathleen Schneider
Alderman Jeffrey Hansher
Alderman Kelly Tolocko

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

2) Approval of Minutes

a. June 13, 2023, Minutes

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

AYES:	Schneider, Hansher, Tolocko

b. August 8, 2023, Minutes

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

AYES:	Schneider, Hansher, Tolocko

Attachment: 9-12-23 Public Works Minutes (8949 : Public Works Committee meeting minutes of September 12, 2023)

3) Resolutions

Action requested: review and recommend approval

a. **RESOLUTION 4070** A Resolution Approving a State/Municipal Agreement for a Bicycle and Pedestrian Planning Study with the Wisconsin Department of Transportation

The Federal Government requires Qualifications-Based Selection (QBS) method of procuring professional architectural and engineering (A/E) services. QBS is a procedure whereby service providers are retained based on qualifications, rather than price factors.

Federal funding would cover up to the $64,000.

A Memorandum of Understanding (MOU) between Mequon and Thiensville defining an intended cost share would be approved before the Request for Proposals would be released.

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

AYES:	Schneider, Hansher, Tolocko

b. **RESOLUTION 4071** A Resolution Approving the Purchase of a Replacement Compact Track Loader with Related Attachments from Fabick Cat, Milwaukee, Wisconsin in the Amount of $89,750

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

AYES:	Schneider, Hansher, Tolocko

4) Discussion Items

Discussion and Possible Action

a. Public Works Work Plan (9.12.23)

5) Adjourn

a. Motion to Adjourn at 6:32 PM

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

AYES:	Schneider, Hansher, Tolocko

Attachment: 9-12-23 Public Works Minutes (8949 : Public Works Committee meeting minutes of September 12, 2023)

Respectfully Submitted,

Ren Schlereth
Administrative Assistant

Attachment: 9-12-23 Public Works Minutes (8949 : Public Works Committee meeting minutes of September 12, 2023)

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

www.ci.mequon.wi.us

Public Works/Engineering
Taped and Televised

SEWER UTILITY DISTRICT COMMISSION
Tuesday, August 8, 2023
7:15 PM
Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Meeting called to order at 7:30 PM.

Present:
Commissioner Andrew Nerbun
Commissioner Robert Strzelczyk
Commissioner Kelly Tolocko
Commissioner Dale Mayr
Commissioner Jeffrey Hansher
Commissioner Gregg Bach
Commissioner Brian Parrish
Commissioner Kathleen Schneider
Commissioner William Gebhardt

Also present: City Administrator Jones, Assistant City Administrator Schoenemann, City Attorney Sajdak, City Clerk Fochs, Finance Director Engroff, Assistant Finance Director Keyser, Fire Chief Bialk, Water Utility Supervisor Jim Voigt, press and interested public.

2) Approval of Meeting Minutes

a. June 13, 2023 Minutes

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

Attachment: 8-8-23 Sewer Util Minutes (8948 : Sewer Utility District Commission meeting minutes of August 8 and October 10, 2023)

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

3) Resolutions

Action requested: review and recommend approval

a. **RESOLUTION 4067** A Resolution Awarding a Contract to Rehabilitate Seven (7) Sewer Laterals from External Clean-Outs in the Riverland Drive Lift Station "H" Area to Aqualis of Green Bay, Wisconsin in the Amount of $123,027

Contingencies are built into the bid items themselves.

RESULT:	**Approved by Roll Call Vote [Unanimous]**
MOVED BY:	Commissioner Strzelczyk
SECONDED BY:	Commissioner Schneider

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

b. **RESOLUTION 4068** A Resolution Approving Award of a Contract for the Completion of MMSD Post-Sewer Lateral Rehabilitation Reporting Requirements in the Riverland Drive "H" and Riverdale Park "F" Lift Station Areas to raSmith of Brookfield, Wisconsin, in an Amount Not-to-Exceed $39,062

Consulting fees are reimbursable.

RESULT:	**Approved by Roll Call Vote [Unanimous]**
MOVED BY:	Commissioner Schneider
SECONDED BY:	Commissioner Parrish

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

c. **RESOLUTION 4069** A Resolution Awarding a Contract for the Inspection of 218 Sanitary Sewer Laterals in the Ranch Road "E" Lift Station Area to raSmith of Brookfield, Wisconsin, in an Amount Not-to-Exceed $186,804

RESULT:	**Approved by Roll Call Vote [Unanimous]**
MOVED BY:	Commissioner Schneider
SECONDED BY:	Commissioner Hansher

Attachment: 8-8-23 Sewer Util Minutes (8948 : Sewer Utility District Commission meeting minutes of August 8 and October 10, 2023)

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

4) Adjourn

a. Motion to Adjourn at 7:38 PM

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

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

Respectfully Submitted,

Ren Schlereth

Attachment: 8-8-23 Sewer Util Minutes (8948 : Sewer Utility District Commission meeting minutes of August 8 and October 10, 2023)

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Public Works/Engineering
Taped and Televised

SEWER UTILITY DISTRICT COMMISSION
Tuesday, October 10, 2023
7:30 PM
Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

The meeting was called to order at 7:40 PM.

Present:
Commissioner Andrew Nerbun
Commissioner Kelly Tolocko
Commissioner Dale Mayr
Commissioner Jeffrey Hansher
Commissioner Gregg Bach
Commissioner Brian Parrish
Commissioner Kathleen Schneider
Commissioner William Gebhardt
Commissioner Robert Strzelczyk **-- Excused**

City Administrator Jones, Assistant City Administrator Schoenemann, City Attorney Sajdak, City Clerk Fochs, Director of Public Works/City Engineering Lundeen, Finance Director Engroff, Police Chief Pryor, Administrative Assistant Schlereth, press and interested public.

2) Approval of Meeting Minutes

a. August 8, 2023, Minutes

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

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

Attachment: 10-10-23 Sewer Util Minutes (8948 : Sewer Utility District Commission meeting minutes of August 8 and October 10, 2023)

2) Discussion Items

   a. Sewer Budget: Discussion and Recommendation for Borrowing or Self-Funding for FY2024 Capital Expenditures and 5-year Capital Improvement Program

   Staff sought policy guidance as it relates to capital funding moving forward. The actual budget numbers would be based on the policy guidance received from the Commission. Discussion ensued taking up items a and b together. Some commissioners favored staff exploring user fee self-funding to cover the cost as much as possible before borrowing and one Commissioner supported increasing levy.

   b. Sewer Budget: Discussion and Recommendation for Increasing the Sewer Levy or User Rates for FY2024 Capital Expenditures and 5-year Capital Improvement Program

4) Adjourn

   a. Motion to adjourn at 8:05 PM

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

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

Respectfully Submitted,

Ren Schlereth
Administrative Assistant

Attachment: 10-10-23 Sewer Util Minutes (8948 : Sewer Utility District Commission meeting minutes of August 8 and October 10, 2023)

	A	B	C	D	E	F	G	I	J	K
1				CODE ENFORCEMENT SUMMARY NOVEMBER 1, 2023						
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	140300600500	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	11035 INDUSTRIAL DRIVE	CENTRAL BARK	BANNER/SIGNS	11/17/2021	11/20/2021		1	NO
17	5	EXEMPT	13460 N PORT WASHINGTON ROAD	CHRIST CHURCH	BANNER	11/17/2021	11/20/2021		1	NO
18	4	140340500100	6809 W DONGES BAY ROAD	MEQUON LAWN AND GARDEN	BANNER	11/17/2021	11/20/2021		1	NO
19	6	150191301600	11357 N PORT WASHINGTON ROAD	KOHLER CREDIT UNION	FLAG	11/17/2021	11/20/2021		1	NO
20	8	RENTAL	11018 N PORT WASHINGTON ROAD	MATHNASIUM	BANNER	11/17/2021	11/20/2021		1	NO
21	5	150201001800	11522 N PORT WASHINGTON ROAD	SHELL GAS STATION	BANNER	11/17/2021	11/20/2021		1	NO
22	6	RENTAL	10945 N PORT WASHINGTON ROAD	SPINE PAIN DIAGNOSTICS ASSOCIATES SUITE 101	BANNER	11/17/2021	11/20/2021		1	NO
23	8	RENTAL	10930 N PORT WASHINGTON ROAD	SENDIK'S	BANNER	11/17/2021	11/20/2021		1	NO
24	6	RENTAL	10945 N PORT WASHINGTON ROAD	WISCONSIN RADIOLOGY SPECIALISTS	BANNER	11/17/2021	11/20/2021		1	NO
25	8	RENTAL	10984 N PORT WASHINGTON ROAD	MARSHALLS	BANNER/SIGNS	11/17/2021	11/20/2021		1	NO
26	8	RENTAL	10526 N PORT WASHINGTON ROAD	DERIAH BOUTIQUE	BANNER	11/17/2021	11/20/2021		1	NO
27	6	RENTAL	10501 N PORT WASHINGTON ROAD	ALLSTATE INSURANCE	FLAG	11/17/2021	11/20/2021		1	NO
28	8	RENTAL	10916 N PORT WASHINGTON ROAD	ELITE NUTRITION	BANNER	11/17/2021	11/20/2021		1	NO
29	6	RENTAL	11649 N PORT WASHINGTON ROAD	MEQUON SMILE DESIGN	BANNER	11/17/2021	11/20/2021		1	NO
30	6	RENTAL	11042 N PORT WASHINGTON ROAD	X GOLF MEQUON	FLAG	11/17/2021	11/20/2021		1	NO
31	8	150290600200	11150 N PORT WASHINGTON ROAD	CULVER'S	BANNER/SIGN	11/17/2021	11/20/2021		1	NO
32	4	140270201000	11130 N BUNTROCK AVENUE	ARTESA APARTMENTS	BANNER/SIGN	11/17/2021	11/20/2021		1	NO
33	8	RENTAL	10992 N PORT WASHINGTON ROAD	GREAT CLIPS	BANNER	11/17/2021	11/20/2021		1	NO
34	3	RENTAL	6330 W SPUR ROAD	SPUR 16	FLAG	11/17/2021	11/20/2021		1	NO
35	4	RENTAL	10503 N CEDARBURG ROAD	THE COLOUR BOWL SALON AND WELLNESS	FLAG	11/17/2021	11/20/2021		1	NO
36	4	140500612000	5616 W DONGES BAY ROAD	LIBBY MONTANA	BANNER	11/17/2021	11/20/2021		1	NO
37	6	150300600500	2635 W MEQUON ROAD	THE RANGE LINE INN	BANNER/SIGN	11/17/2021	11/20/2021		1	NO
38	6	151530001000	1505 W MEQUON ROAD	EAST TOWNE SQUARE MALL	FLAG	11/17/2021	11/20/2021		1	NO
39	6	RENTAL	1339 W MEQUON ROAD	SOVEREIGN SELECT LLC	BANNER	11/17/2021	11/20/2021		1	NO
40	3	RENTAL	7602 W MEQUON ROAD	IN BALANCE YOGA	BANNER	11/17/2021	11/20/2021		1	NO
41	6	RENTAL	1340 W MEQUON ROAD	AC ZUKERMAN JEWELERS	BANNER	11/17/2021	11/20/2021		1	NO
42	6	RENTAL	1300 W MEQUON ROAD	PANERA BREAD	BANNER/SIGNS	11/17/2021	11/20/2021		1	NO
43	6	RENTAL	1424 W MEQUON ROAD	NORTH SHORE COMPUTER	BANNER	11/17/2021	11/20/2021		1	NO
44	6	RENTAL	1402 W MEQUON ROAD	KUMON MATH AND READING	BANNER	11/17/2021	11/20/2021		1	NO
45	8	RENTAL	10530 N PORT WASHINGTON ROAD	FIDDLEHEADS COFFEE	BANNER/SIGNS	11/17/2021	11/20/2021	4/6/2022	#5, CITATION 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	YES
54	3	140870805000	11715 N SILVER AVENUE	LUJESS	PARKING	ONGOING	ONGOING	NOT SET	#5 CIRCUIT COURT	YES
55	6	151000203000	12539 N ISLAND DRIVE	WILLIAM WISTH	OUTSIDE STORAGE	ONGOING	ONGOING	NOT SET	#5 CIRCUIT COURT	YES
56	8	151070412000	819 W SIERRA LANE	VANN FAMILY TRUST	OUTSIDE STORAGE	2/25/2022	3/11/2022		1	NO
57	8	151070412000	819 W SIERRA LANE	VANN FAMILY TRUST	PARKING	2/25/2022	3/11/2022		1	NO
58	2	140241201000	11249 N RIVERLAND ROAD	PAUL FREDERICK	OUTSIDE STORAGE	2/25/2022	3/11/2022		1	NO
59	2	140241201000	11249 N RIVERLAND ROAD	PAUL FREDERICK	PARKING	2/25/2022	3/11/2022		#5 CITATION 1	NO
60	1	140121200300	3500 W HIGHLAND ROAD	THOMAS LEMENS	OUTSIDE STORAGE	2/25/2022	3/11/2022		1	NO
61	1	140121200300	3500 W HIGHLAND ROAD	THOMAS LEMENS	PARKING	2/25/2022	3/11/2022		1	NO

Attachment: Zoning Enforcement report through 11-01-23 (8941 : Zoning Enforcement and Site

	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 SHELLY HAUGH	OUTSIDE MAINTENANCE	5/25/2022	6/18/2022		1	NO
97	5	151001214000	1630 W DOROTHY PLACE	DAVID OR SHELLY 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 GENSRICK	TEMPORARY STRUCTURE	6/21/2022	6/28/2022		1	NO
110	6	150710405000	11433 N COUNTRY LANE	WILLIAM GENSRICK	PARKING	6/21/2022	6/28/2022		1	NO
111	6	150630108000	11320 N VALLEY DRIVE	JONATHAN SCHULTZ	PARKING	6/21/2022	6/28/2022		1	NO
112	7	140700083000	3327 BURGANDY COURT	LYNN VORBECK	PARKING	6/21/2022	6/28/2022		1	NO
113	6	150990701000	12345 N EAST SHORELAND DRIVE	ANDREW OR WENDY PETZOLD	OUTSIDE MAINTENANCE	6/23/2022	7/29/2022		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	TAOFIKI OR KERRY ALABI	PARKING	7/15/2022	7/22/2022		1	NO
118	4	140501305007	9807 N CEDARBURG ROAD	RYAN OR KATHERINE KAUTZER	TURF GRASS	7/15/2022	7/22/2022		1	NO
119	6	XXXXXXXXX	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	6835 W MEQUON ROAD	RESERVE FRONT LOT	LANDSCAPING	7/22/2022	8/15/2022		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	3015 W SHOLES DRIVE	THOMAS OR CAPTOLA BACHER	2 SHEDS	8/11/2022	9/11/2022		1	NO
129	5	151120203000	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	1505 W MEQUON ROAD	EAST TOWNE SQUARE MALL	FLAGS	8/19/2022	8/25/2022		1	NO
133	6	RENTAL	1505 W MEQUON ROAD	FAYE'S MEQUON	FLAGS	8/19/2022	8/25/2022		1	NO
134	6	RENTAL	1505 W MEQUON ROAD	THE LEMON TREE	FLAGS	8/19/2022	8/25/2022		1	NO
135	6	RENTAL	1515 W MEQUON ROAD	ZARLETTI MEQUON	FLAGS	8/19/2022	8/25/2022		1	NO
136	6	RENTAL	1330 W MEQUON ROAD	COCOA TREE CONFECTIONARY	BANNER	8/19/2022	8/26/2022		1	NO
137	6	RENTAL	1402 W MEQUON ROAD	KUMON MATH AND READING	BANNER	8/19/2022	8/25/2022		1	NO
138	6	RENTAL	1550 W MEQUON ROAD	FIFTH MAIN	A FRAME	8/19/2022	8/25/2022		1	NO
139	6	RENTAL	11035 N PORT WASHINGTON ROAD	PICARDY SHOE PARLOUR	BANNER	8/19/2022	8/25/2022		1	NO
140	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	EIECTRIC 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	12866 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	12848 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	7606 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 GENSRICK	OUTSIDE STORAGE	10/6/2022	10/27/2022		1	NO
171	6	150710405000	11433 N COUNTRY LANE	WILLIAM OR CAROL GENSRICK	OUTSIDE MAINTENANCE	10/6/2022	11/10/2022		1	NO
172	6	150310101100	10955 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		EXTENSION	YES
177	4	140271601200	10433 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		EXTENSION NEW OWNER	YES
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	140030300200	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	LAKESIDE 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	12081 N GRANVILLE ROAD	LINDENWOOD FARMS	PARKING	11/17/2022	12/2/2022		1	NO
197	1	140181300800	12081 N GRANVILLE ROAD	LINDENWOOD FARMS	OUSTIDE 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	151530001000	1505 W MEQUON ROAD	EAST TOWNE SQUARE MALL	BANNER/FLAGS	11/30/2022	12/8/2022		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 WOZNIAK	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	YES
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	10038 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	YES
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	YES
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	YES
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	140271600600	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		EXTENSION	YES
241	6	150291100700	10510 N PORT WASHINGTON ROAD	PETU	HVAC AND ELECTRIC PERMITS	3/7/2023	4/7/2023		EXTENSION	YES
242	2	140130600800	12602 N RIVER ROAD	GARY OR JUNE GEIGER	BASKETBALL COURT	3/9/2023	5/31/2023		EXTENSION	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 CHIROPRATIC	SIGN	3/16/2023	3/23/2023		1	NO

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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	OPEN		1	NO
249	8	RENTAL	10964 N PORT WASHINGTON ROAD	PET SUPPLIES PLUS MEQUON	COMMUNITY SPIRIT LETTER	4/10/2023	OPEN		1	NO
250	8	RENTAL	10930 N PORT WASHINGTON ROAD	SENDIKS MARKET MEQUON	COMMUNITY SPIRIT LETTER	4/10/2023	OPEN		1	NO
251	8	RENTAL	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	YES
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	1
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	YES
257	8	150291100500	10500 N PORT WASHINGTON ROAD	LISA HOLDEN	PARKING	5/10/2023	OPEN		#5 CITATION 1	YES
258	1	140900600500	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		EXTENSION NEW OWNER	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	YES
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	9839 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	YES
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		EXTENSION	YES
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 CAFÉ	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	OUSIDE 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	150900603000	11541 N LAGUNA DRIVE	INA PETROVICI	PARKING	7/6/2023	7/20/2023		1	NO
288	6	140771401000	2715 W CHESTNUT ROAD	HOWARD DUBOFF	PERMITS	7/19/2023	8/20/2023		EXTENSION	YES
289	6	150830002000	13418 LAKEWOOD DRIVE	SAMUAL OR NINA KIRK	OUTSIDE MAINTENANCE	8/4/2023	9/4/2023			YES
290	6	150200200700	326 SEACROFT COURT	DANIEL DOMAGALA	PARKING	8/4/2023	8/11/2023		#5 CITATION 1	YES
291	8	150540506000	10903 N SAN MARINO DRIVE	KARSTEN OR KELLY HUTTELMAIER	OUTSIDE MAINTENANCE	8/4/2023	8/18/2023		EXTENSION	YES
292	4	140710007000	4707 W ELMDALE ROAD	MALACHY TOAL	OUTSIDE MAINTENANCE	8/4/2023	8/18/2023		EXTENSION	YES
293	5	150180600500	12750 N SHORELAND PARKWAY	GRANTIT 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		EXTENSION	YES
295	7	140250601000	11006 N RIVER ROAD	JUAN OR DANA OZOZCO	PARKING	8/23/2023	9/1/2023		EXTENSION	YES
296	1	140300100700	11031 N GRANVILLE ROAD	MIROSLAW OR IWONA PAWELEC	HOME OCCUPATION BUSINESS	8/23/2023	9/1/2023		EXTENSION	YES
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			YES
304	2	140230400100	11761 N RIVER ROAD	SANDRA MORGAN	LIGHTING	10/25/2023	11/1/2023		EXTENSION	YES
305	3	140500108001	6614 W MEQUON ROAD	ERIKA JANIK	LIGHTING	10/25/2023	11/1/2023		EXTENSION	YES

Attachment: Zoning Enforcement report through 11-01-23 (8941 : Zoning Enforcement and Site

	A	B	C	D	E	F	G	I	J	K
306		150850000002	3100 W COUNTRY CLUB DRIVE	NORTH SHORE COUNTRY CLUB	COMMUNITY SPIRIT LETTER	10/25/2024	OPEN			YES
307	6	150300101500	11147 N PORT WASHINGTON ROAD	BP GAS STATION	COMMUNITY SPIRIT LETTER	11/2/2023	OPEN			YES
308	6	150201101200	11210 N PORT WASHINGTON ROAD	MOBIL GAS STATION	COMMUNITY SPIRIT LETTER	11/2/2023	OPEN			YES
309	5	150310101100	10355 N PORT WASHINGTON ROAD	CLARK GAS STATION	COMMUNITY SPIRIT LETTER	11/2/2023	OPEN			YES
310										YES
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Attachment: Zoning Enforcement report through 11-01-23 (8941 : Zoning Enforcement and Site

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 14, 2023**
SUBJECT: **RESOLUTION 4081 A Resolution Approving a Certified Survey Map and Accepting the Dedication of 1.17 Acres of Public Right-of-Way Along West Highland Road, Abutting the Frontage of 12650 North Wasaukee Road**

Background

The certified survey map is being forwarded to the Common Council for final approval due to the dedication of right-of-way. The result of the certified survey serves to dedicate public road right-of-way of 1.17 acres on West Highland Road. The right-of-way on the western frontage of the land division was dedicated and is under the jurisdiction of Washington County.

Under state law, the Common Council must approve any dedication of road right-of-way. Accordingly, it is recommended that the Common Council approve the attached certified survey map and resulting road dedication.

Fiscal Note

This proposed resolution is fiscally neutral.

Recommendation

The Planning Commission recommended approval on October 23, 2023, by a vote of 7-0.

Attachments:
Caulfield Zoning Map(PDF)
LS-4951-23 Caulfield_CSM_9-19-23 (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4081

A Resolution Approving a Certified Survey Map and Accepting the Dedication of 1.17 Acres of Public Right-of-Way Along West Highland Road, Abutting the Frontage of 12650 North Wasaukee Road

RECITALS

A. The owner of the property located at 12650 North Wasaukee Road has proposed a Certified Survey Map (CSM) to divide the property.

B. The Planning Commission granted Certified Survey Map approval for the property on October 23, 2023.

C. The Certified Survey Map dedicates 1.17 acres of public right-of-way along West Highland Road.

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

1. The Certified Survey Map is hereby approved, and the appropriate City officials are hereby authorized to sign this agreement upon the completion of all required conditions approved by the Planning Commission on October 23, 2023.

2. The Certified Survey Map shall be recorded with the Ozaukee County Register of Deeds.

_____
Approved by: Andrew Nerbun, Mayor

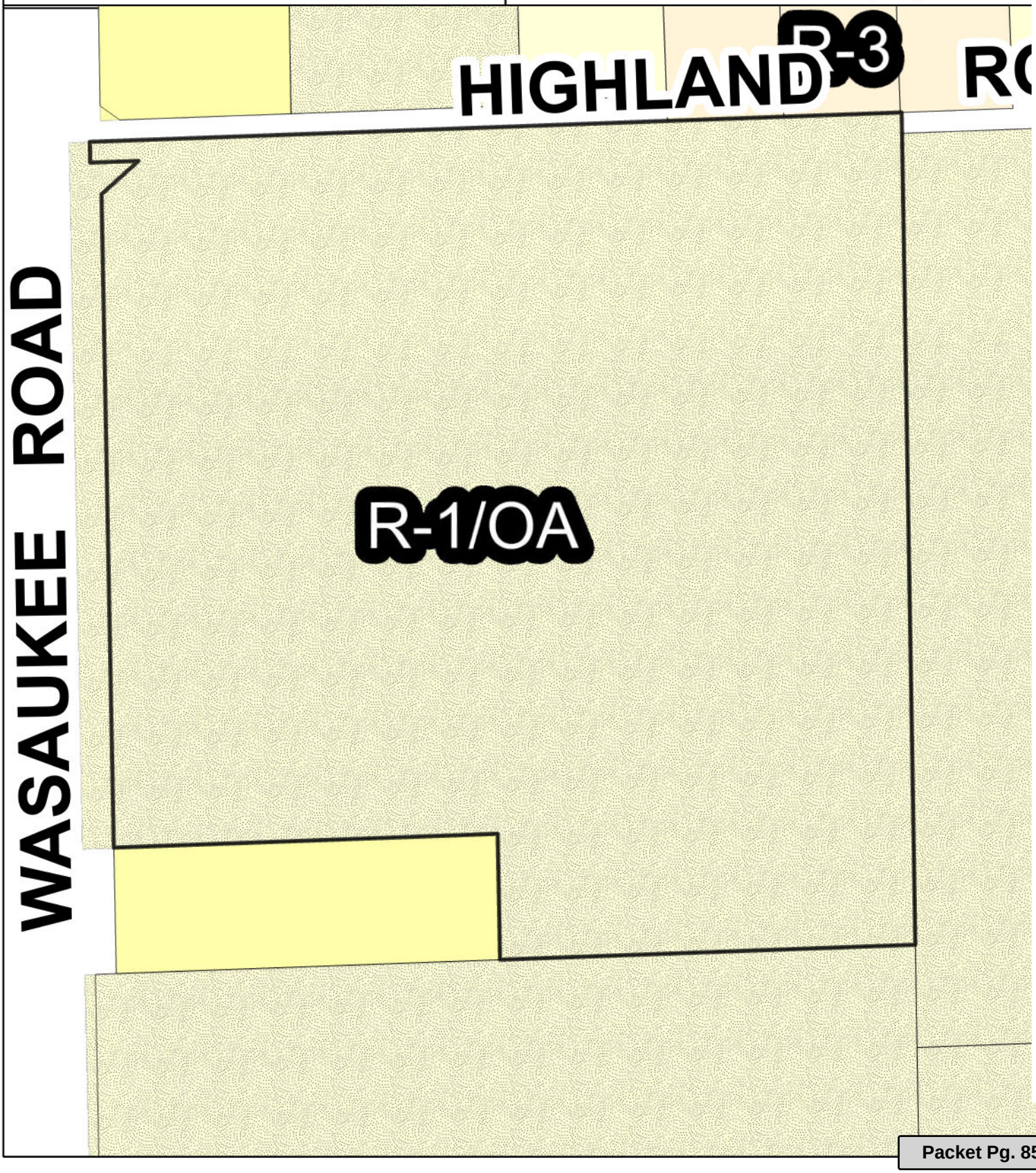
Date Approved: November 14, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on November 14, 2023.

_____
Caroline Fochs, City Clerk

CAUFIELD

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



Attachment: Caulfield Zoning Map (RESOLUTION 4081 : Caulfield CSM)

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, IN TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

0 200 300 400 600

SCALE 1" = 200'

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

NW. CORNER OF THE NW. 1/4 OF SECTION 18-9-21 BERNTSEN ALUMINUM MONUMENT

NORTH LINE OF THE NW. 1/4 OF SECTION 18-9-21

HIGHLAND ROAD

N87°55'16"E 1290.18'

N87°55'16"E 33.01'

L3 L2 10.90'

L1 68.21'

N87°55'16"E 1221.49'

100.0'

40.0'

DEDICATED TO THE CITY OF MEQUON FOR PUBLIC ROAD PURPOSES (51,097 sq. ft.)

LINE TABLE		
NO.	DIST.	BEARING
L1	79.11'	N48°03'50"E
L2	76.84'	S87°55'46"W
L3	33.00'	N1°04'32"W

OWNER :
JOHNETTE CAULFIELD
12608 N. WASAUKEE ROAD
MEQUON, WI. 53097
(414) 840-9620

WEST LINE OF THE NW. 1/4 OF SECTION 18-9-21

N. WASAUKEE ROAD

50.0'

N1°04'32"W 1038.78'

N1°04'32"W 1122.48'

BUILDING SETBACKLINE (TYP.)

LOT 1
1,289,833± SQ. FT.
29.611± ACRES

SHED
HOUSE #12650
BARN
SHED
SHED

HIGHLAND ROAD
WASAUKEE ROAD
N

LOCATION MAP
NORTHWEST 1/4 SEC. 18-9-21
(SCALE 1"=2000')

100.0'

HATCHED AREA DENOTES 20' WIDE ACCESS EASEMENT, TO BE CREATED UNDER A SEPARATE DOCUMENT, BY OTHERS

N87°

S1°04'32"E 130.05'

WETLAI

30.0'

30.00' 609.99'

S87°56'48"W 609.99'
(S89°01'20"W)

LOT 2
217,939± SQ. FT.
5.003 ACRES

50'

N1°04'32"W 2645.05' TOTAL

C.S.M. NO. 843

(NORTH) N1°04'32"W 200.00'

100.0'

S87°56'

UNPLATTED LANDS

NOTES :

1. THIS PROPERTY IS ALSO SUBJECT TO EASEMENTS OF RECORD.
2. THIS PROPERTY IS PRESENTLY ZONED; R-1/OA
3. SEE SHEET 3 FOR DETAILED WETLAND INFORMATION.
4. SEE SHEET 3 FOR ACCESS EASEMENT DETAIL.

SETBACK NOTE :
FRONT YARD = 100.0'
REAR YARD = 30.0'
SIDE YARD = 30.0'

N

SW. CORNER OF THE NW. 1/4 OF SECTION 18-9-21 BERNTSEN ALUMINUM MONUMENT

LEGEND

O -DENOTES 1.315"X18" STEEL PIPE WEIGHING 1.13 LBS. PER LINEAL FOOT (SET)

● -DENOTES 1.3" STEEL PIPE (FOUND)

-SOIL TEST LOCATION

( ) -DENOTES ALSO RECORDED AS

ALL BEARINGS REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (WEST LINE OF THE NW. 1/4 OF SECTION 18-9-21 WHICH BEARS N1°04'32"W)

WISCONSIN
JAMES G. SCHNEIDER
S-2127
MEQUON
WI
LAND SURVEYOR

9-19-2023

THIS INSTRUMENT DRAFTED BY JAMES G. SCHNEIDER

SHEET 1 OF 5 SHEETS

Attachment: LS-4951-23 Caulfield_CSM_9-19-23 (RESOLUTION 4081 : Caulfield CSM)

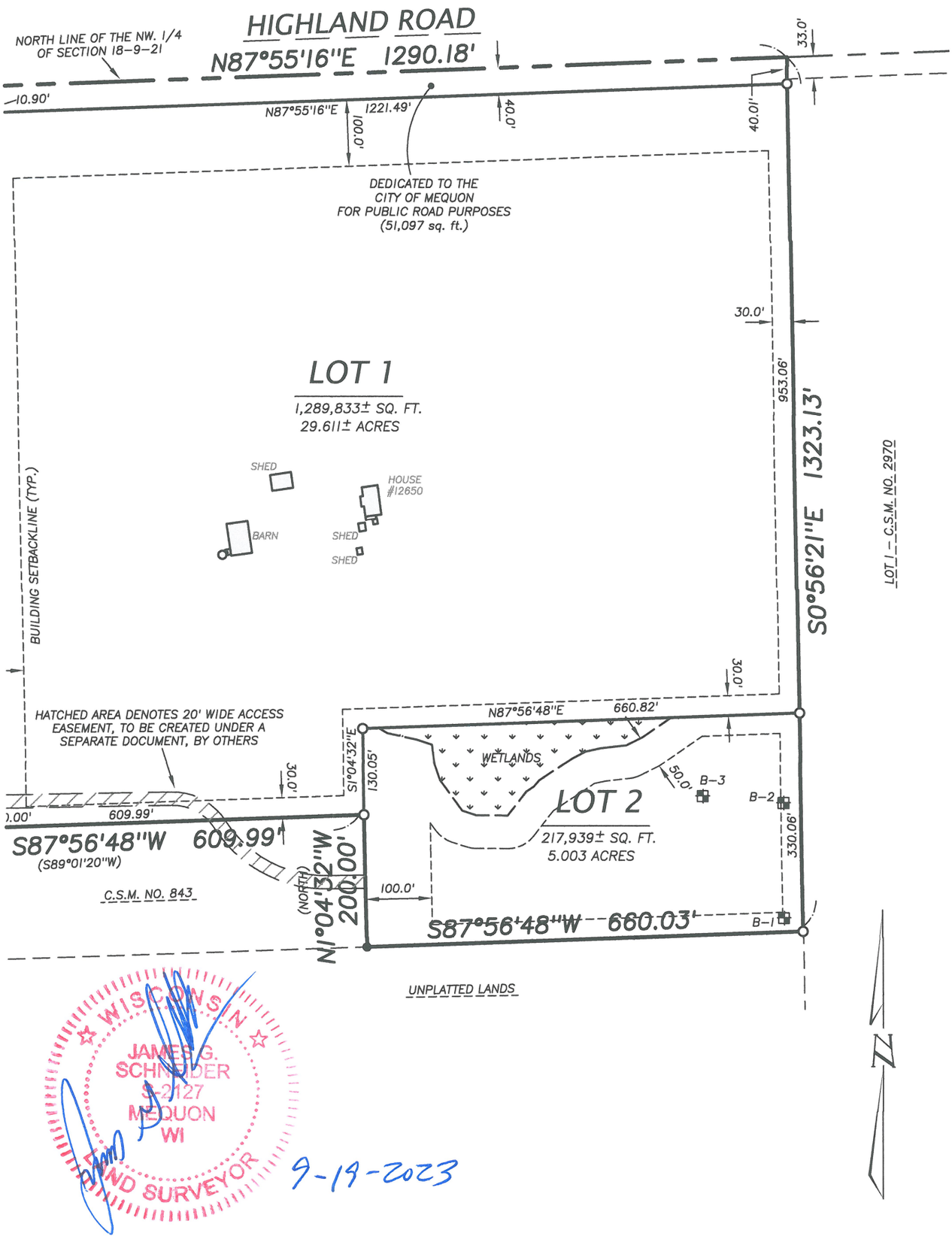
CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, IN TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

0 200 300 400 600

SCALE 1" = 200'

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



WISCONSIN
JAMES G. SCHNEIDER
S-2127
MEQUON
WI
LAND SURVEYOR

9-19-2023

THIS INSTRUMENT DRAFTED BY JAMES G. SCHNEIDER

SHEET 2 OF 5 SHEETS

Attachment: LS-4951-23 Caulfield_CSM_9-19-23 (RESOLUTION 4081 : Caulfield CSM)

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, IN TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

0 100 150 200 300

SCALE 1" = 100'

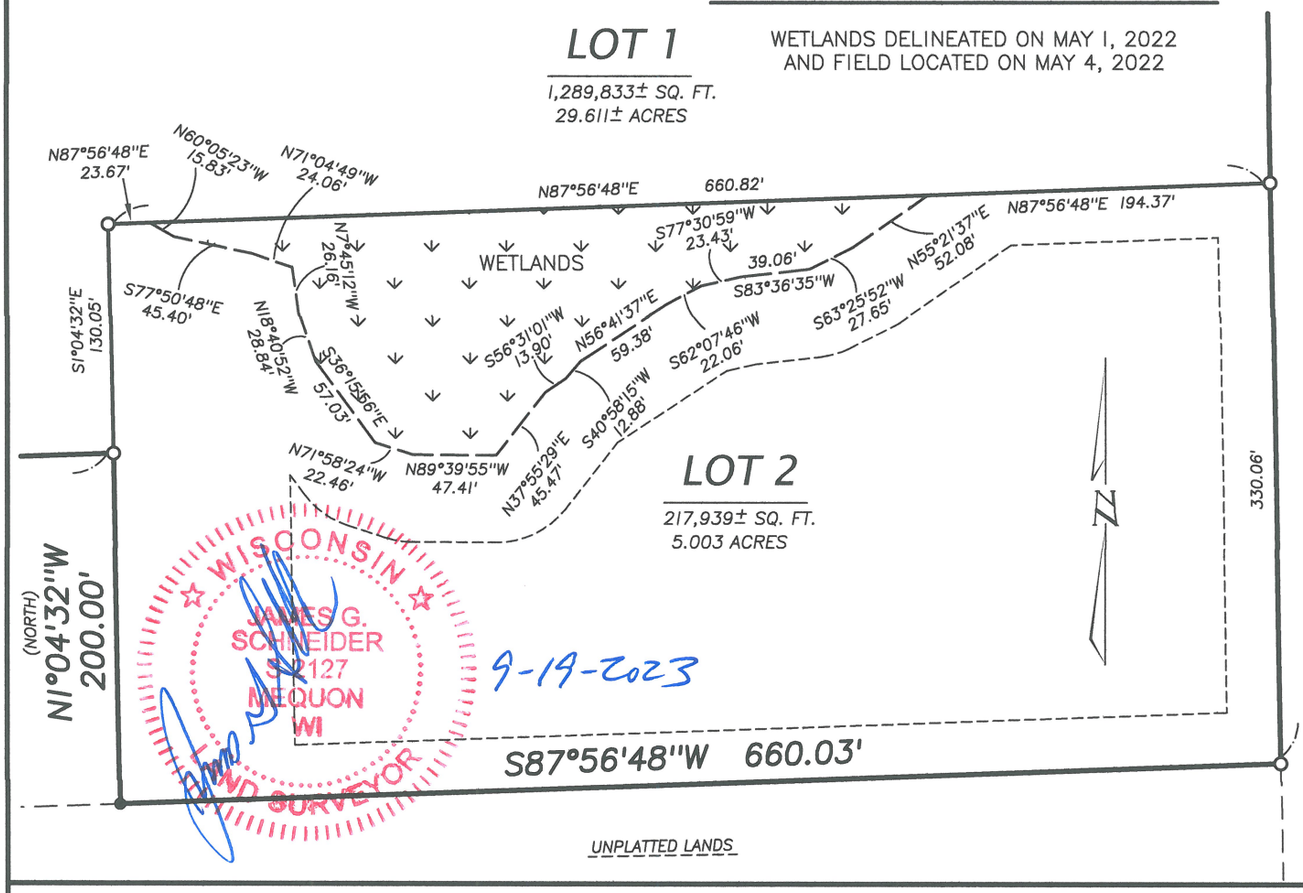
NORTH SHORE ENGINEERING, INC.
Consulting Engineers & Land Surveyors
11433 N. Port Washington Rd., Mequon, Wisconsin, 53092
(262) 241-9400 • FAX: (262) 241-5337
www.northshoreengineering.net

WETLANDS EXHIBIT

LOT 1

1,289,833± SQ. FT.
29.611± ACRES

WETLANDS DELINEATED ON MAY 1, 2022
AND FIELD LOCATED ON MAY 4, 2022



WISCONSIN
JAMES G. SCHNEIDER
S-2127
MEQUON
WI
LAND SURVEYOR

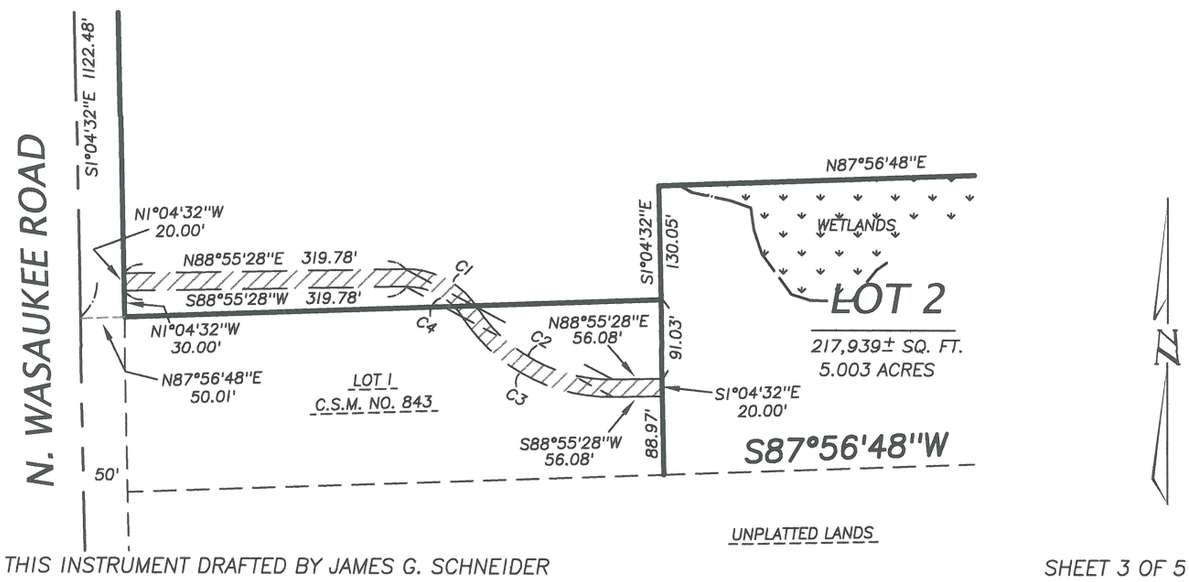
9-19-2023

0 200 300 400 600

SCALE 1" = 200'

ACCESS EASEMENT DETAIL

ACCESS EASEMENT CURVE TABLE					
Curve #	Radius	Arc	Chord	Chord Bearing	Delta
C1	95.00'	96.72'	92.59'	N61° 54' 37"W	58°19'51"
C2	180.00'	183.25'	175.44'	S61° 54' 37"E	58°19'51"
C3	200.00'	203.61'	194.93'	S61° 54' 37"E	58°19'51"
C4	75.00'	76.35'	73.10'	N61° 54' 37"W	58°19'51"



THIS INSTRUMENT DRAFTED BY JAMES G. SCHNEIDER

Attachment: LS-4951-23 Caulfield_CSM_9-19-23 (RESOLUTION 4081 : Caulfield CSM)

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, IN TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, James G. Schneider, Professional Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped the following parcel of land:

Part of the Northwest 1/4 of the Northwest 1/4 of Section 18, in Town 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of the Northwest 1/4 of said Section 18; thence N87°55'16"E along the North line of said 1/4 Section, 33.01 feet to the point of beginning of lands to be described; thence continuing N87°55'16"E along the North line of said 1/4 Section, 1290.18 feet to a point in the Northerly extension of the West line of Lot 1 of Certified Survey Map No. 2970; thence S0°56'21"E along the West line said Lot 1, 1323.13 feet; thence S87°56'48"W, 660.03 feet to the Southeast corner of Certified Survey Map No. 843; thence N1°04'32"W along the East line of Certified Survey Map No. 843, 200.00 feet to the Northeast corner of Certified Survey Map No. 843; thence S87°56'48"W along the North line of Certified Survey Map No. 843, 609.99 feet to a point in the East right of way line of N. Wasaukee Road; thence N1°04'32"W along said East right of way line, 1038.78 feet; thence N48°03'50"E along said East right of way line, 79.11 feet; thence S87°55'46"W along said East right of way line, 76.84 feet; thence N1°04'32"W along said East right of way line, 33.00 feet the point of beginning.

Said lands containing 35.787 acres of land, more or less.

That I have made such survey, land division, and plat at the direction of Johnette L. Caulfield, OWNER of said lands.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have complied with Section 236.34 of the Wisconsin Statutes and the requirements of the City of Mequon.

James G. Schneider S-2127 9-19-2023

WISCONSIN
JAMES G. SCHNEIDER S-2127 MEQUON WI
LAND SURVEYOR

This instrument was drafted by James G. Schneider

Attachment: LS-4951-23 Caulfield_CSM_9-19-23 (RESOLUTION 4081 : Caulfield CSM)

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, IN TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

OWNER'S CERTIFICATE

I, Johnette L. Caulfield, OWNER, do hereby certify: THAT, I have caused the lands described in the foregoing certificate of James G. Schneider, Surveyor, to be surveyed, divided, mapped and dedicated.

_____ _____
Witness Johnette L. Caulfield

WITNESS the hand and seal of said OWNERS on this ____ day of _____ 20__.

STATE OF WISCONSIN)
OZAUKEE COUNTY)ss
PERSONALLY came before me on this _____ day of _____,20____ Johnette L. Caulfield, to me known to be the person who executed the foregoing certificate and acknowledged the same.

_____ My Commission expires _____
Notary Public

CITY OF MEQUON PLAN COMMISSION APPROVAL

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

_____ _____
Chairman Secretary

COMMON COUNCIL CERTIFICATE OF APPROVAL

I certify that this Certified Survey Map was approved under Resolution File No. _____, adopted by the Common Council of Mequon on _____, and does hereby accept the dedication of road right of way for Highland Road as depicted on face of this map.

_____ _____
City Clerk Andrew Nerbun, Mayor

This instrument was drafted by James G. Schneider

WISCONSIN
JAMES G. SCHNEIDER
S-2127
MEQUON
WI
LAND SURVEYOR

9-19-2023

Attachment: LS-4951-23 Caulfield_CSM_9-19-23 (RESOLUTION 4081 : Caulfield CSM)

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 14, 2023**
SUBJECT: **RESOLUTION 4082 A Resolution Approving a Certified Survey Map and Accepting the Dedication of 0.36 Acres of Public Right-of-Way Along 9832 North Range Line Road**

Background

The certified survey map is being forwarded to the Common Council for final approval due to the dedication of right-of-way. The result of the certified survey serves to dedicate public road right-of-way of 0.36 acres on North Range Line Road Road.

Under state law, the Common Council must approve any dedication of road right-of-way. Accordingly, it is recommended that the Common Council approve the attached certified survey map and resulting road dedication.

Fiscal Note

This proposed resolution is fiscally neutral.

Recommendation

The Planning Commission recommended approval on October 23, 2023, by a vote of 7-0.

Attachments:
Kellaher Zoning Map (PDF)
CSM Kellaher 10-9-23 (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4082

A Resolution Approving a Certified Survey Map and Accepting the Dedication of 0.36 Acres of Public Right-of-Way Along 9832 North Range Line Road

RECITALS

A. The owner of the property located at 9832 North Range Line Road has proposed a Certified Survey Map to divide the property.

B. The Planning Commission granted Certified Survey Map approval for the property on October 23, 2023.

C. The Certified Survey Map dedicates 0.36 acres of public right-of-way along North Range Line Road.

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

1. The Certified Survey Map is hereby approved, and the appropriate City officials are hereby authorized to sign this agreement upon the completion of all required conditions approved by the Planning Commission on October 23, 2023.

2. The Certified Survey Map shall be recorded with the Ozaukee County Register of Deeds.

_____
Approved by: Andrew Nerbun, Mayor

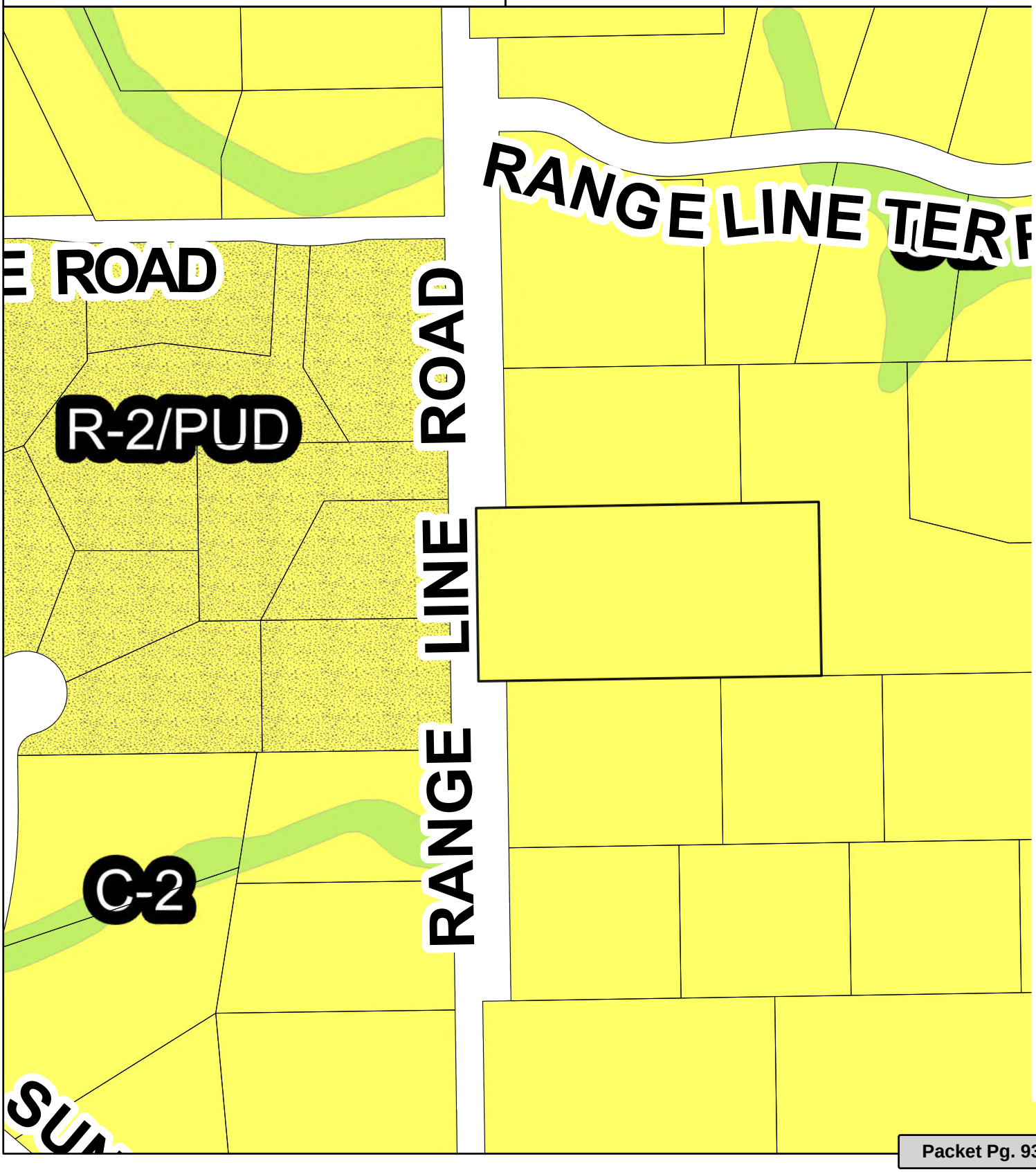
Date Approved: November 14, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on November 14, 2023.

_____
Caroline Fochs, City Clerk

KELLAHER CSM

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



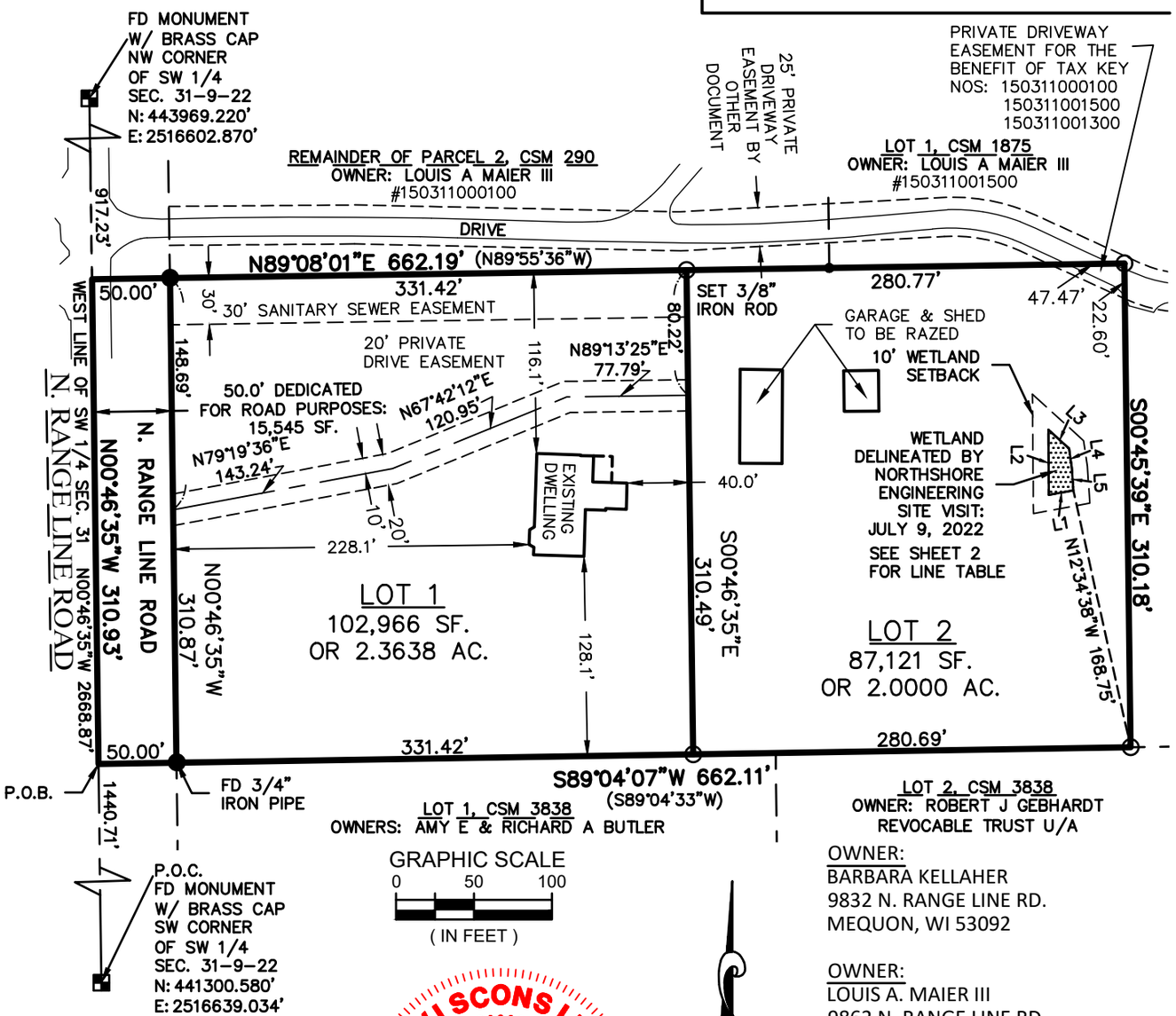
Attachment: Kellaher Zoning Map (RESOLUTION 4082 : Kellaher CSM)

CERTIFIED SURVEY MAP NO. _____

Part of the Northwest 1/4 of the Southwest 1/4 of Section 31, Township 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin.

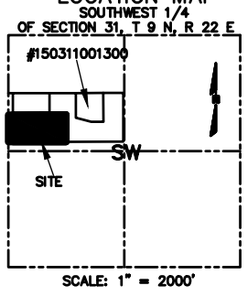
- ● INDICATES FOUND 1" IRON PIPE, UNLESS NOTED
- O INDICATES SET 1.315" O.D. IRON PIPE AT LEAST 18" IN LENGTH, 1.68 LBS. PER LINEAL FOOT.

ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.
ALL BEARINGS ARE REFERENCED TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 31, T 9 N, R 22 E, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, WHICH BEARS SOUTH 00°46'35" WEST. WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD83/2011).



GRAPHIC SCALE
0 50 100
(IN FEET)

LOCATION MAP
SOUTHWEST 1/4 OF SECTION 31, T 9 N, R 22 E



WISCONSIN
JOHN P. CASUCCI
S-2055
OCONOMOWOC WI
LAND SURVEYOR

09/11/2023
REV. 09/20/2023
REV. 10/9/2023

John P Casucci

OWNER:
BARBARA KELLAHER
9832 N. RANGE LINE RD.
MEQUON, WI 53092

OWNER:
LOUIS A. MAIER III
9862 N. RANGE LINE RD.
MEQUON, WI 53092

SURVEYOR:
JOHN P. CASUCCI
R.A. SMITH, INC.
16745 W. BLUEMOUND RD.
BROOKFIELD, WI 53005

raSmith
CREATIVITY BEYOND ENGINEERING
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

S:\5169168\dwg\ CS101.dwg \ SHEET 1

Attachment: CSM Kellaher 10-9-23 (RESOLUTION 4082 : Kellaher CSM)

CERTIFIED SURVEY MAP NO. _____

Part of the Northwest 1/4 of the Southwest 1/4 of Section 31, Township 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN }
:SS
WAUKESHA COUNTY }

I, JOHN P. CASUCCI, Professional Land Surveyor, do hereby certify:

THAT I have surveyed, divided, dedicated, and mapped part of the Northwest 1/4 of the Southwest 1/4 of Section 31, Township 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin, which is bounded and described as follows:

COMMENCING at the Southwest corner of the Southeast 1/4 of said Section 31; thence North 00°46'35" West along the West line of said Section 31, a distance of 1440.71 feet to the point of beginning; thence continuing North 00°46'35" West along said West line 310.93 feet to a point; thence North 89°08'01" East 662.19 feet to a point; thence South 00°45'39" East 310.18 feet to a point on the North line of Certified Survey Map No. 3838; thence South 89°04'07" West along said North line 662.11 feet to the point of beginning.

Said lands containing 205,632 square feet or 4.7207 acres.

THAT I have made the survey, land division, and map by the direction of Barbara Kellaher, owner.

THAT the map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

THAT I have complied with Chapter 236.34 of the Wisconsin Statutes and the City of Mequon in surveying, dividing and, mapping the same.

_____
Field date

_____
JOHN P. CASUCCI
PROFESSIONAL LAND SURVEYOR S-2055

Attachment: CSM Kellaher 10-9-23 (RESOLUTION 4082 : Kellaher CSM)

Wetland Line Table		
Line #	Direction	Length
L1	S79°34'33"W	16.00
L2	N00°29'39"W	41.84
L3	S47°45'16"E	17.99
L4	S08°13'02"E	12.44
L5	S03°56'36"E	14.57

raSmith
CREATIVITY BEYOND ENGINEERING
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

CERTIFIED SURVEY MAP NO. _____

Part of the Northwest 1/4 of the Southwest 1/4 of Section 31, Township 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin.

OWNER'S CERTIFICATE

Barbara Kellaher as owner, certify that I have caused the land described on this map to be surveyed, divided, dedicated, and mapped as represented on this map in accordance with the subdivision regulations of the City of Mequon.

Barbara Kellaher, does further certify that this map is required by S.236.10 or 236.12 to be submitted to the following for approval or objection: City of Mequon

IN Witness Whereof, Barbara Kellaher has caused these presents to be signed

this _____ day of _____, 2023.

_____
BARBARA KELLAHER

STATE OF _____ }
:SS
_____ COUNTY }

PERSONALLY came before me this _____ day of _____, 2023, Barbara Kellaher, to me known to be the person who executed the foregoing instrument and acknowledged the same.

(SEAL)

Notary Public, State of _____

My Commission Expires _____

raSmith
CREATIVITY BEYOND ENGINEERING
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

Attachment: CSM Kellaher 10-9-23 (RESOLUTION 4082 : Kellaher CSM)

CERTIFIED SURVEY MAP NO. _____

Part of the Northwest 1/4 of the Southwest 1/4 of Section 31, Township 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin.

CONSENT OF CORPORATE MORTGAGEE

_____, a national banking association, mortgagee of that portion of the above-described land identified in this Certified Survey Map, does hereby consent to the surveying, dividing, dedicating, and mapping of the land described in the foregoing affidavit of John P. Casucci, Surveyor, and does hereby consent to the certificate of said owner.

In witness whereof, the said _____, has caused these

presents to be signed by _____, its_____, and by
(name) (title)
_____, its_____, at _____, _____, and
(name) (title)
its corporate seal to be hereunto affixed.

this ___ day of _____, 2023.

_____ _____

STATE OF _____}
:SS
COUNTY OF _____}

PERSONALLY came before me this _____ day of _____, 2023,

_____, _____ and _____, _____of the
(name) (title) (name) (title)

above named organization, to me known as the person(s) who executed the foregoing instrument, and

to me known to be the _____ and the _____of the organization, and acknowledged that they executed the foregoing instrument as such officer(s) as the deed of the organization, by its authority.

_____(SEAL)

Notary Public, State of _____

My commission expires_____

raSmith
CREATIVITY BEYOND ENGINEERING
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

Attachment: CSM Kellaher 10-9-23 (RESOLUTION 4082 : Kellaher CSM)

CERTIFIED SURVEY MAP NO. _____

Part of the Northwest 1/4 of the Southwest 1/4 of Section 31, Township 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin.

OWNER'S CERTIFICATE

LOUIS A. MAIER III, as owner, certify that I have caused the land described on this map to be surveyed, divided, and mapped as represented on this map in accordance with the subdivision regulations of the City of Mequon.

LOUIS A. MAIER III, does further certify that this map is required by S.236.10 or 236.12 to be submitted to the following for approval or objection: City of Mequon

IN Witness Whereof, LOUIS A. MAIER III has caused these presents to be signed

this _____ day of _____, 2023.

_____
LOUIS A. MAIER III,

STATE OF _____ }
:SS
_____ COUNTY }

PERSONALLY came before me this _____ day of _____, 2023, LOUIS A. MAIER III, to me known to be the person who executed the foregoing instrument and Acknowledhe the same.

_____(SEAL)

Notary Public, State of _____

My Commission Expires _____

raSmith
CREATIVITY BEYOND ENGINEERING
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

Attachment: CSM Kellaher 10-9-23 (RESOLUTION 4082 : Kellaher CSM)

CERTIFIED SURVEY MAP NO. _____

Part of the Northwest 1/4 of the Southwest 1/4 of Section 31, Township 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin.

CONSENT OF CORPORATE MORTGAGEE

_____, a national banking association, mortgagee of that portion of the above-described land identified in this Certified Survey Map, does hereby consent to the surveying, dividing, dedicating, and mapping of the land described in the foregoing affidavit of John P. Casucci, Surveyor, and does hereby consent to the certificate of said owner.

In witness whereof, the said _____, has caused these

presents to be signed by _____, its_____, and by
(name) (title)
_____, its_____, at _____, _____, and
(name) (title)
its corporate seal to be hereunto affixed.

this ___ day of _____, 2023.

_____ _____

STATE OF _____}
:SS
COUNTY OF _____}

PERSONALLY came before me this _____ day of _____, 2023,

_____, _____ and _____, _____of the
(name) (title) (name) (title)

above named organization, to me known as the person(s) who executed the foregoing instrument, and

to me known to be the _____ and the _____of the organization, and acknowledged that they executed the foregoing instrument as such officer(s) as the deed of the organization, by its authority.

_____(SEAL)

Notary Public, State of _____

My commission expires_____

raSmith
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Attachment: CSM Kellaher 10-9-23 (RESOLUTION 4082 : Kellaher CSM)

CERTIFIED SURVEY MAP NO. _____

Part of the Northwest 1/4 of the Southwest 1/4 of Section 31, Township 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin.

CITY OF MEQUON PLAN COMMISSION APPROVAL

APPROVED and dedication accepted by the City of Mequon Plan Commission

on this _____, day of _____, 2023.

_____
, Chair Person

_____
, Secretary

CITY OF MEQUON COMMON COUNCIL APPROVAL

APPROVED and dedication accepted by the Common Council of the City of Mequon

on this _____, day of _____, 2023.

_____
, Mayor

_____
, City clerk

Attachment: CSM Kellaher 10-9-23 (RESOLUTION 4082 : Kellaher CSM)

raSmith
CREATIVITY BEYOND ENGINEERING
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

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 14, 2023**
SUBJECT: **RESOLUTION 4083 A Resolution Approving a Development Agreement for The Enclave at Mequon Preserve - Phase VII**

Background

The applicant, Mequon I, LLC, is requesting development agreement approval for the Enclave at Mequon Preserve - Phase VII, consisting of 12 lots (Lots 89 to 100) on the property located at the west end of West Preserve Parkway and immediately north of 8900 W. Donges Bay Road. The preliminary plat was approved on January 13, 2020, and the final plat will be subject to further consideration by the Planning Commission and Common Council at the time of its submission. The phase generally includes approximately 850 feet of roadway extension, sewer and water extension, and storm sewer.

An overview of the phase is attached for reference.

Analysis

Please see the attached draft development agreement for Phase VII. The developer utilized the City's template development agreement, which was modified and submitted to staff. Engineering and Planning 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 23, 2023.

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

The fiscal impact is neutral.

Recommendation

The Planning Commission unanimously recommended approval on October 23, 2023.

Attachments:
Development Agreement EMPS VII (PDF)
Phasing overview (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4083

A Resolution Approving a Development Agreement for The Enclave at Mequon Preserve - Phase VII

RECITALS

A. The Enclave at Mequon Preserve - Phase VII, a single-family home residential development, consists of 12 lots to be located immediately north of 8200 W. Donges Bay Road.

B. The Planning Commission recommended approval of the Development Agreement for the property on October 23, 2023.

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 VII 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 14, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on November 14, 2023.

Caroline Fochs, City Clerk

Document Number	**DEVELOPMENT AGREEMENT** Document Name

THIS DEVELOPMENT AGREEMENT ("Agreement") is made as of _____, 2023, by Mequon I, LLC, a Wisconsin Limited Liability Company (the "Developer") and the City of Mequon, a municipal corporation (the "City").

Recording Data

Name and Return Address

City Engineer
11333 N. Cedarburg Road
Mequon, WI 53092

Parcel Identification Number

RECITALS

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

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

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

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

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

AGREEMENTS

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

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

"Improvements" means the Private Improvements and the Public Improvements.

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

Attachment: Development Agreement EMPS VII (RESOLUTION 4083 : Enclave Phase VII DA)

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

Attachment: Development Agreement EMPS VII (RESOLUTION 4083 : Enclave Phase VII DA)

(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.

Attachment: Development Agreement EMPS VII (RESOLUTION 4083 : Enclave Phase VII DA)

(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.

Attachment: Development Agreement EMPS VII (RESOLUTION 4083 : Enclave Phase VII DA)

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.

Attachment: Development Agreement EMPS VII (RESOLUTION 4083 : Enclave Phase VII DA)

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

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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.

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(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 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.

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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

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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

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- 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.

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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

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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

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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

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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 $2,400 (12 lots or units @ $200 per lot or unit) prior to Final Plat approval.

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

52. Maintenance of Guarantees. Unless otherwise specified in this Agreement or state statutes, letters of credit and other financial guarantees shall be maintained for the periods required by the Code. The Developer

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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

Attachment: Development Agreement EMPS VII (RESOLUTION 4083 : Enclave Phase VII DA)

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).

Attachment: Development Agreement EMPS VII (RESOLUTION 4083 : Enclave Phase VII DA)

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: Development Agreement EMPS VII (RESOLUTION 4083 : Enclave Phase VII 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: Development Agreement EMPS VII (RESOLUTION 4083 : Enclave Phase VII DA)

[DEVELOPER SIGNATURE PAGE TO DEVELOPMENT AGREEMENT]

Mequon I, LLC By
Forgewell Building Group, LLC
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: Development Agreement EMPS VII (RESOLUTION 4083 : Enclave Phase VII DA)

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

Legal Description

Attachment: Development Agreement EMPS VII (RESOLUTION 4083 : Enclave Phase VII DA)

The Enclave at Mequon Preserve Phase VII Legal Description

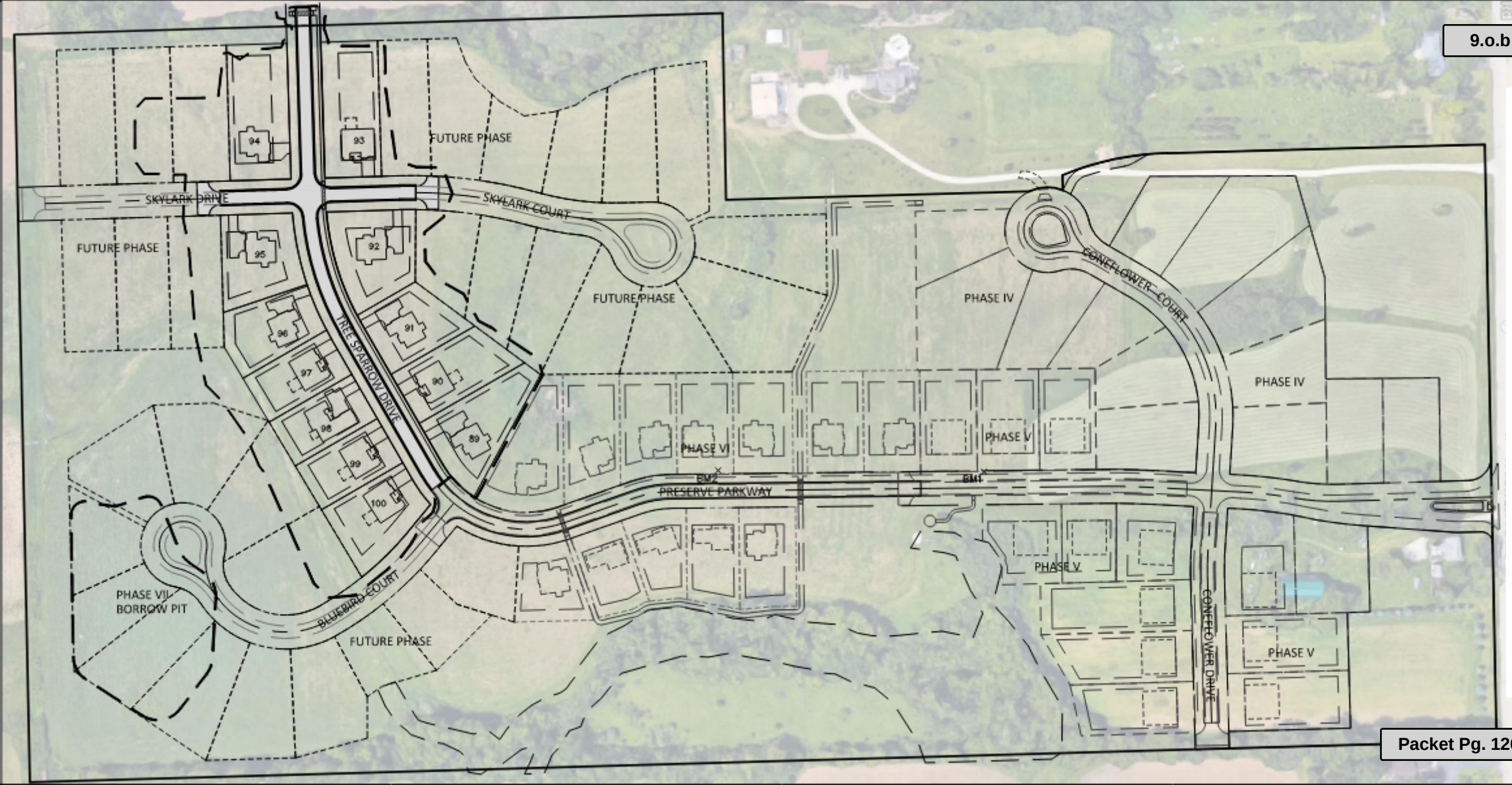
Part of Lot 3 of Certified Survey Map No. 3723, recorded in the Ozaukee County Register of Deeds office as Document No. 888068, being a part of the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 28, Township 9 North, Range 21 East, City of Mequon, Ozaukee County, Wisconsin, being more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

Commencing at the Northeast corner of the Southeast 1/4 of said Section 28; thence South 01°-07'-49" East along the East line of said Southeast 1/4, a distance of 679.53 feet to the Easterly extension of the Southerly line of The Enclave at Mequon Preserve Subdivision recorded in the Ozaukee County Register of Deeds Office as Document No. 1037400; thence South 88°-22'-00" West along said Easterly extension and Southerly line, a distance of 704.00 feet; thence North 01°-05'-11" West along a Southerly line of said Subdivision, a distance of 15.70 feet; thence South 88°-15'-57" West along a Southerly line of said Subdivision, the South line of The Enclave at Mequon Preserve II Subdivision recorded in the Ozaukee County Register of Deeds Office as Document No. 1053730 and the South line of The Enclave at Mequon Preserve III Subdivision recorded in the Ozaukee County Register of Deeds Office as Document No. 1072528, said line also being the North line of said Lot 3, a distance of 1,412.19 feet to the East right-of-way line of Tree Sparrow Drive, said point being the point of beginning; thence continuing South 88°-15'-57" West along the North line of said Lot 3, a distance of 60.00 feet; thence South 01°-46'-04" East, a distance of 30.00 feet; thence South 88°-15'-57" West, a distance of 106.92 feet; thence South 01°-38'-58" East, a distance of 239.60 feet; thence South 88°-15'-57" West, a distance of 69.09 feet; thence South 01°-44'-03" East, a distance of 60.00 feet; thence North 88°-15'-57" East, a distance of 50.00 feet; thence South 01°-38'-58" East, a distance of 233.00 feet; thence South 30°-54'-28" East, a distance of 472.94 feet; thence Northeasterly 114.80 feet on a curve to the left having a radius of 570.00 feet, the chord of said curve bears North 45°-27'-07" East, a chord distance of 114.60 feet to the Southwesterly extension of a Westerly line of The Enclave at Mequon Preserve VI Subdivision (EMP VI) recorded in the Ozaukee County Register of Deeds Office as Document No. 1151354; thence North 39°-40'-56" East along said Southwesterly extension and Westerly line, a distance of 62.13 feet to the Westerly right-of-way line of Preserve Parkway; thence Northwesterly 51.59 feet along said Westerly line on a curve to the right having a radius of 230.00 feet, the chord of said curve bears North 36°-23'-51" West, a chord distance of 51.48 feet; thence North 29°-58'-19" West along said Westerly line, a distance of 18.47 feet to the Northwesterly line of Preserve Parkway; thence North 60°-01'-41" East along said Northwesterly line, a distance of 60.00 feet to the Easterly right-of-way line of Preserve Parkway; thence South 29°-58'-19" East along said Easterly line, a distance of 18.47 feet; thence Southeasterly 80.59 feet along said Easterly line on a curve to the left having a radius of 170.00 feet, the chord of said curve bears South 43°-33'-11" East, a chord distance of 79.84 feet to the Westerly line of Lot 83 of said EMP VI Subdivision; thence North 28°-36'-19" East along said Westerly line, a distance of 245.72 feet; thence North 53°-30'-33" West, a distance of 275.17 feet; thence North 00°-24'-35" East, a distance of 127.45 feet; thence Southeasterly 50.04 feet on a curve to the right having a radius of 770.00 feet, the chord of said curve bears South 87°-43'-43" East, a chord distance of 50.03 feet; thence North 04°-07'-59" East, a distance of 60.00 feet; thence Northwesterly 84.99 feet on a curve to the left having a radius of 830.00 feet, the chord of said curve bears North 88°-48'-02" West, a chord

Attachment: Development Agreement EMPS VII (RESOLUTION 4083 : Enclave Phase VII DA)

distance of 84.95 feet; thence South 88°-15’-57” West, a distance of 29.58 feet; thence North 01°-46’-04” West, a distance of 239.60 feet; thence South 88°-15’-57” West, a distance of 100.00 feet; thence North 01°-46’-04” West, a distance of 30.00 feet to the point of beginning and containing 7.039 acres (306,630 sq. ft.) of land more or less.

Attachment: Development Agreement EMPS VII (RESOLUTION 4083 : Enclave Phase VII DA)



Attachment: Phasing overview (RESOLUTION 4083 : Enclave Phase VII

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: **Jennifer Engroff, Finance Director**
DATE: **November 14, 2023**
SUBJECT: **ORDINANCE 2023-1656 An Ordinance Appropriating the Necessary Funds from the City of Mequon's Sewer Utility District for the Year 2024 for Capital Charge Payments to the Milwaukee Metropolitan Sewerage District (MMSD) 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 2024 capital charge payment to MMSD and the 2024 City of Mequon capital debt service requirements. As is the case every year, the MMSD 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 2023. 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 taxes (PILOT) agreements with the City.

Analysis

The 2024 estimated MMSD capital charge is projected to be $4,629,571 which is 0.2% higher than actually invoiced in 2023. Projections from MMSD indicate that expected billing rates for 2025 through 2029 will increase an average of $0.02 or 2% per $1,000 of equalized value per year.

The capital debt service component of the tax rate is associated with the East Trunk Sewer project spanning 2018-2020 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
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 $1,401,879 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 2024 appropriation and 2023's historical appropriation for the Sewer Utility District is as follows:

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

2022 Sewer Levy (Payable in 2023)	
Estimated 2022 MMSD Capital Charge (net)	$4,149,989
City of Mequon Capital Debt Service Requirements (net)	$1,814,181
Capital Improvement Projects	$1,249,786
Total	$7,213,956

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

Levy Year	**Mill Rate per $1,000 of Assessed Value (TID Out)**
2023	$1.62 (Proposed Estimate)
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

Fiscal Impact

Under the proposed tax levy for 2023 that is payable in 2024, a Mequon home located in the Sewer Utility District assessed at $450,000, will pay approximately $729 in utility taxes, which represents a 1.3% increase from prior year. The proposed tax rate represents a slight increase from a year ago, in order to align the tax rate with 2021 while providing incremental capital funding for the Lift Station E Project.

Recommendation

A recommendation is forthcoming from the Sewer Utility District Commission on November 14, 2023.

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2023-1656

An Ordinance Appropriating the Necessary Funds from the City of Mequon's Sewer Utility District for the Year 2024 for Capital Charge Payments to the Milwaukee Metropolitan Sewerage District (MMSD) and City of Mequon Capital Debt Service Requirements

THE COMMON COUNCIL OF THE CITY OF MEQUON, OZAUKEE 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 2024, the amount set forth in the total 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 2023 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 14, 2023

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on November 14, 2023.

_____

Caroline Fochs, City Clerk

Published: _____

11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2902
Fax: 262-242-9655
www.ci.mequon.wi.us
Office of Community Development

TO: **Common Council**
FROM: **Kim Tollefson, Director of Community Development**
DATE: **November 14, 2023**
SUBJECT: **RESOLUTION 4084 A Resolution Adopting an Incentive Policy for Tax Increment Financing Districts #4 and #5**

Background

At their October 2023 meeting, the Economic Development Board recommended approval of the final version of the TIF #4 and TIF #5 Incentive Policy to spur redevelopment of the Port Washington Road corridor. The policy expands on the current fast track formula (Tier 1) and allows for greater incentives in certain targeted areas or for certain desired uses (Tier 2).

Analysis

Tier I represents what is currently allowed under the fast-track formula. Projects that increase a property's improvement value by more than 1.5 million dollars are eligible to recoup costs associated with bringing the site back to green land. There is a 5% incentive included in the formula. The costs are paid back to the developer over a 15-year period. The request does not take into consideration the future use of the parcel, and every parcel in both districts can utilize the formula provided they meet the valuation threshold. To qualify for the incentive, complete demolition of the existing building/s on the site is required. For sites that include multiple buildings, a project is considered eligible if one or more of the buildings are demolished as part of the development project. This would apply in a situation like the Pavilions, where the north building could be demolished, and the rest of the buildings remain. The project would still be eligible for the incentive.

For projects that combine multiple existing parcels as part of a development project or are within a high priority area (see attached map), proposed development projects are eligible for a Tier 2 incentive. Ineligible uses as listed in the policy are not eligible for the increased incentive. The developer incentive for Tier 2 is increased to 15% and the payback period may extend from 15 years to the life of the TID, which is currently 17 years. The change to the payback period is necessary to allow a development to capture as much of the incentive as possible.

Fiscal Impact

The fiscal impact of the policy will vary depending on each project. Since the incentive is paid through a Pay-As-You-Go approach, in that incentive dollars are only payable from newly generated tax revenues, the impact to the general fund is zero.

Recommendation

On October 31, 2023, the Economic Development Board approved a recommendation to adopt the proposed policy by a vote of 8-0.

Attachments:
Exhibit A: TIF Policy (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4084

A Resolution Adopting an Incentive Policy for Tax Increment Financing Districts #4 and #5

RECITALS

A. Tax Increment Districts No. 4 and No. 5 offer redevelopment incentives for projects including demolition and site repairs.

B. Tax Increment District No. 5 encourages redevelopment of parcels located within the district boundary through the combination of lands, new land uses and removal of underutilized or undervalued structures.

C. Adequate funds are available in TID No. 4 and No. 5 for the incentives. Adequate time remains in the life of TID No. 5 for a Pay-As-You-Go incentive prior to closure of the TID.

D. The Economic Development Board recommended approval of the TIF No. 4 and No. 5 Incentive Policy on October 31, 2023.

E. The Committee of the Whole, at its meeting on November 14, 2023, recommended adoption of the proposed Incentive Policy.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin, that the Incentive Policy for Tax Increment Financing Districts No. 4 and No. 5, in the form as attached is approved and replaces any existing policy for the same.

_____
Approved by: Andrew Nerbun, Mayor

Date Approved: November 14, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on November 14, 2023.

_____
Caroline Fochs, City Clerk

City of Mequon, Wisconsin
TIF Policy for TIF#4 and TIF#5

The following policy has been created by the Economic Development Board of the City of Mequon for TIF Districts #4 and #5. The policy was adopted by the Common Council on November 14, 2023.

I. Purpose

The purpose of this policy is to provide guidance regarding the City of Mequon's use of Tax Increment Financing (TIF) in Districts #4 and #5.

II. Goal

The goal of the City of Mequon's use of Tax Increment Financing is to diversify its economic base through the retention and expansion of existing businesses, the redevelopment of the areas that are blighted or in need of redevelopment, the attraction of new commercial sites and employment centers and other projects of special community interest. These goals will help to establish new employment opportunities for residents and expand the tax base. These guidelines are intended to provide general direction on the use of TIF funds.

III. Primary Objectives

A. Implement a proactive approach to local economic development through public/private partnerships.
B. Align financial programs/tools with new zoning regulations to facilitate the redevelopment and attract desired and marketable land uses to support revitalization of the Port Washington Road Corridor.
C. Acquisition and consolidation of parcels for comprehensive redevelopment opportunities.
D. Enhance architectural and site design, as well as street design, to improve the aesthetic quality of the commercial corridor.
E. Assist City in implementing its overall economic development goals.

IV. Financing

1."Pay As You Go" TIF – The City will use "Pay As You Go" as a method to help reduce the financial exposure of the City. Under this financing method the developer pays for the upfront costs of the project. The City would provide a Municipal Revenue Obligation (MRO) which establishes the criteria for payments to the developer from future tax increment to allow them to recoup a portion of

Attachment: Exhibit A: TIF Policy (RESOLUTION 4084 : TID No. 4 and No. 5 Incentive Policy)

their initial investment. The Fast-Track formula shall be used to determine the amount of incentive available for the project and all criteria must be met.

V. TIF Incentive Criteria

All requests for TIF assistance will be required to demonstrate that the tax increment estimated to be generated by the project will be sufficient to payback any TIF assistance provided by the City (including applicable interest expenses) in support of the project. In order to meet the "but for" test, it must be demonstrated that the project would not take place at the desired level or timeframe without TIF assistance. Projects that would be likely to proceed without receiving TIF funds will not be eligible for assistance.

A. Tier 1 Incentive

Projects located within either TIF #4 or #5 shall utilize the fast-track formula to calculate the incentive including the 5% bonus. The incentive will utilize the Pay-As-You-Go (Developer Financed) structure with a maximum payment of 15 years or the life of the district whichever comes first. The project must create a minimum value of $1.5 million over the existing improvement value. In order for the site to qualify for the incentive, complete demolition of the existing building/s on the site is required. For sites that include multiple buildings, a project is considered eligible if one or more of the buildings are demolished as part of the development project.

B. Tier 2 Incentive

For projects that combine multiple existing parcels in accordance with the project plan or are within a high priority area as shown in Section VIII, the developer incentive in the fast-track formula is 15%. Ineligible uses as listed in Section IX are not eligible for the increased incentive. The payback period is not limited to 15 years and may extend though the life of the TID.

VI. Developer Requirements

Guarantees: In order to receive direct TIF assistance, a developer must agree to provide guarantees to the City to cover any shortfall in costs not paid by increment. These may include construction guarantees, letters of credit, personal or corporate guarantees and/or minimum payment agreements.

Financial Information: The business receiving the development incentives shall provide the City with sufficient financial information to document that the

Attachment: Exhibit A: TIF Policy (RESOLUTION 4084 : TID No. 4 and No. 5 Incentive Policy)

business is financially stable. Personal financial records will remain confidential subject to the requirements of the Wisconsin Open Records law.

VII. Enhancements to Port Washington Road

In order to spur redevelopment along the south Port Washington Road corridor, the Board recommends using existing or future unallocated increment for the planning and implementation of public improvements including but not limited to studies, expert consultants, lighting, landscaping, signage, and public art.

VIII. High Priority Sites

High priority sites are those defined by the EDB as shown on the attached map.

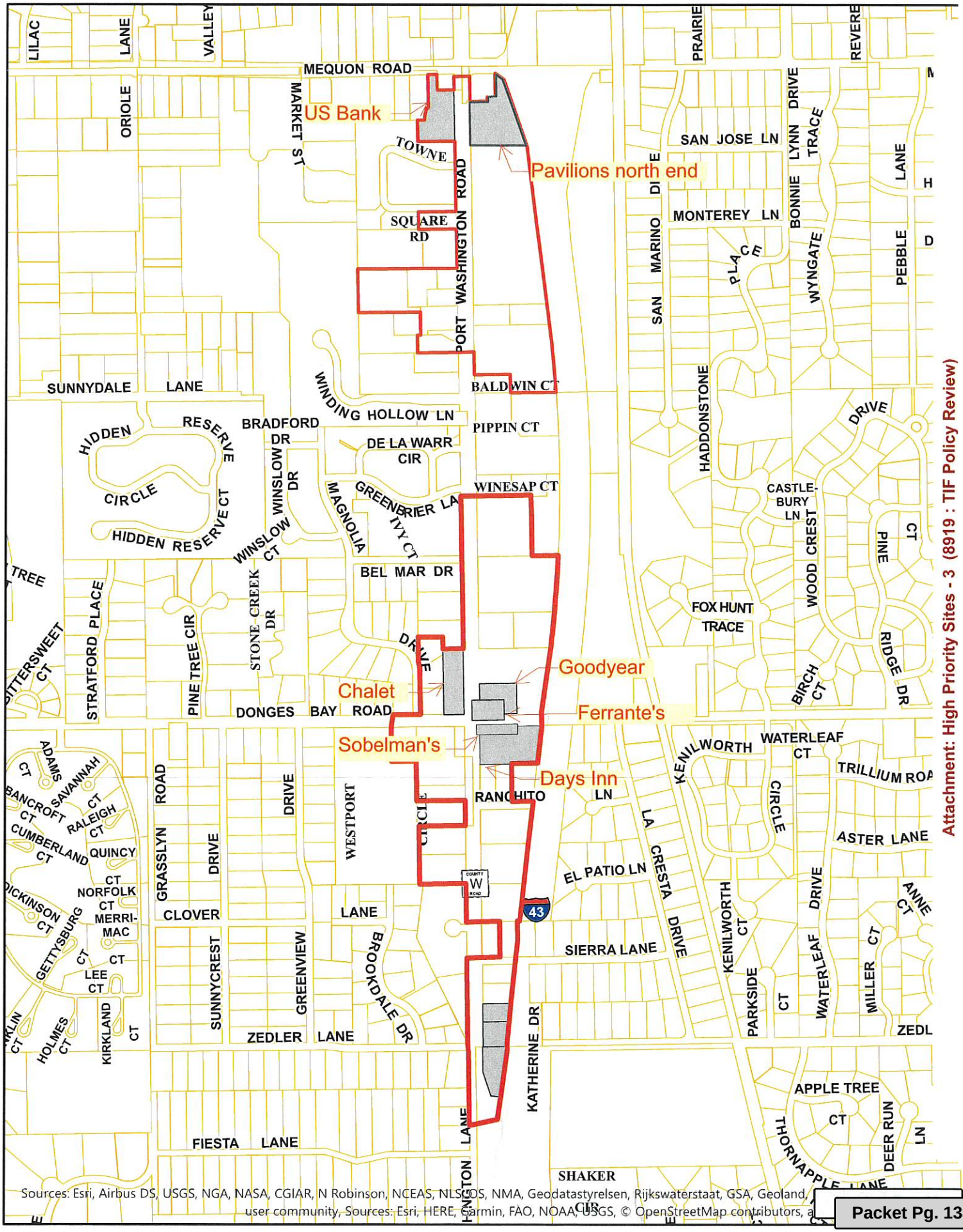
IX. Ineligible Uses

The following uses are not eligible for the Tier 2 incentive:

- Community Based Residential facilities with 16 residents or less.
- Hospice
- Residential development without a commercial component.
- Religious Institutions
- Funeral Services
- Fast Food Restaurants
- Public Administration facilities
- Public or Private Schools
- Parking Facilities
- Financial and Insurance institutions
- Gambling Operations
- Sexually Oriented businesses
- Gas Station and Auto Service or Convenience Facilities
- Auto Dealerships
- Light Industrial
- Indoor Shooting Ranges
- Resale Establishments
- Storage Facilities

Attachment: Exhibit A: TIF Policy (RESOLUTION 4084 : TID No. 4 and No. 5 Incentive Policy)

TIF 4 & 5 HIGH PRIORITY SITES



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, ... user community, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, a...

Attachment: Exhibit A: TIF Policy (RESOLUTION 4084 : TID No. 4 and No. 5 Incentive Policy)

Attachment: High Priority Sites - 3 (8919 : TIF Policy Review)

Fast Track Examples

Tier 1

Base Improvement Value	$500,000
Site Repair and Demo	$500,000
Gap	$1,000,000
New Building Value	$7,000,000
5 % incentive	$325,000
Total incentive	$1,325,000
Annual Tax Amount	$88,593
Payback length (Years)	16

Tier 2

Base Improvement Value	$500,000
Site Repair and Demo	$500,000
Gap	$1,000,000
New Building Value	$7,000,000
15 % incentive	$975,000
Total incentive	$1,975,000
Annual Tax Amount	$88,593
Payback length*	23
Payback based on full term	$1,975,000
Max at TIF closure (currently 17 years)	$1,506,082

Attachment: Exhibit A: TIF Policy (RESOLUTION 4084 : TID No. 4 and No. 5 Incentive Policy)

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Office of Finance-Personnel Committee

TO: **Common Council**
FROM: **William Jones, City Administrator**
DATE: **November 14, 2023**
SUBJECT: **RESOLUTION 4085 A Resolution Adopting the City of Mequon's Annual Fee Schedule for Fiscal Year 2024**

Background

In August, the Common Council convened a Budget Workshop Meeting to review and discuss key considerations that would support and/or impact formation of the City's 2024 budget. During this meeting, staff provided an overview of a process that has been underway since March, to review and update the City's Annual Fee Schedule, which was last evaluated in 2020. Following a review of fee data obtained from twelve of the twenty-one communities surveyed during a classification and compensation study completed last year, staff is recommending several adjustments, effective January 1, 2024.

Analysis

As indicated, this year's analysis of the City fee schedule began in March, whereupon the City's Senior Executive staff (i.e., Department Heads) met collectively to determine which fees were appropriate to review. Given the breadth of the City's current fee schedule, which is twelve pages in length, as well as the time that it takes both City staff and staff in other communities to identify and compare identical fees, this was a necessary first step. Accordingly, it is important to note that not all City fees were included in this year's analysis, due to a number of factors. These included the relative amount of a particular fee (e.g., $1.00), the fact that some fees are mandated by statute and thus not eligible for adjustment (e.g., liquor licenses) and an acknowledgment that a number of fees charged in Mequon are unique to the City, thus making comparison more difficult.

In April, the City Administrator's Office commenced the process of gathering comparable fee data from the twelve identified communities. Most of the selected communities, which included Brookfield, Cedarburg, Franklin, Germantown, Grafton, Menomonee Falls, Middleton, Muskego, New Berlin, Oak Creek, Sun Prairie and Wauwatosa, are of a population size equal to or greater than Mequon, under the presumption that such jurisdictions would likely have similar fee structures for comparison purposes. Notably, the 2020 fee review included eight communities - Brookfield, Franklin, Germantown, Grafton, Muskego, Menomonee Falls, Oak Creek and Whitefish Bay, all of which were included in this year's review, except Whitefish Bay. Other communities included in last year's compensation analysis but not in this year's fee survey included Greendale, Pleasant Prairie, Brown Deer, Greenfield, Oconomowoc, Sheboygan, West Bend, Pewaukee and Whitefish Bay.

As is evident from the enclosed spreadsheet that contains proposed adjustments (shaded orange), that were reviewed by the City's Finance-Personnel Committee in August and September, a majority of the City's current fees are not recommended for any further adjustment, based on the average of like fees charged by other surveyed communities. Where adjustments are recommended, City staff has largely taken the approach of "meeting the mean", by selecting a dollar amount that is the average, or close to the average of the figures that were obtained. In a number of instances, staff has also applied a rounding factor where appropriate (either up or down), for both ease of use and comprehension by staff, businesses and the public at-large.

Following a review of the fee adjustments recommended by staff, the Finance-Personnel Committee approved a recommendation in September in favor of adopting the proposed adjustments. Thereafter, staff was directed to incorporate the modifications (roughly 16% of the City's overall fees) into the proposed fee schedule for Fiscal Year 2024, a copy of which is attached. As indicated in the document, proposed changes for appear in red, strikethrough format. Additionally, fee changes previously approved by the Southern Ozaukee Fire & EMS Board on September 13 are also reflected in the 2024 fee schedule. Notably, these changes took effect on October 1, 2023.

Also included is a schedule of Internal Staff Rates that the organization will use in 2024, when calculating fees or charges otherwise owed to the City for certain services that involve extraordinary, dedicated staff time. Examples of when such rates are charged include public record requests that require extensive search and/or compilation efforts, engineering reviews related to private development projects, and providing public safety personnel for non-City events.

Pending adoption of the proposed 2024 fee schedule, copies will be circulated to all City departments, so that appropriate forms and other pertinent documents can be amended prior to January 1. Additionally, a copy of the newly adopted fee schedule will also be posted on the Finance Department's portion of the City website, beginning next year. Additionally, and to the extent that there may be a desire to further examine any of the fees within the 2024 schedule that are not otherwise recommended for adjustment, it is important to note that the fee schedule can be amended at any time. As such, and as will likely be the case next year following expansion of the Lemke Park Pavilion, specific fee adjustments can be considered on a more individualized basis whenever necessary.

Fiscal Impact

Though it is customary for City staff to carefully review and adjust each and every source of revenue that comprises the City's General Fund budget on an annual basis, fees comprise a rather small portion (approximately 15%) of overall revenues. As such, it is difficult to pinpoint the direct impact that any of the proposed adjustments will have on overall City revenues during Fiscal Year 2024. Additionally, staff uses a number of other factors (e.g., multi-year trend analysis, interest rates, legislative changes, etc.) to determine annual revenue targets, which are irrespective of this particular analysis. Nevertheless, a periodic review of the fees and rates charged by the City helps to ensure that the amounts programmed for 2024 and beyond are appropriate - both relative to the external market, as well as to the City's internal cost for providing said services.

Recommendation

A recommendation is forthcoming from the Finance-Personnel Committee on November 14, 2023.

Attachments:
Updated 2024 Fee Schedule (DOCX)
Fee Schedule Review for All Departments (XLSX)
Internal Labor Rates - 2024 (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4085

A Resolution Adopting the City of Mequon's Annual Fee Schedule for Fiscal Year 2024

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 those charged in other similarly sized communities across southeastern Wisconsin.

B. The City Fee Schedule also includes an overhead cost model that incorporates organizational expenses (e.g., staff time) into the fee calculation methodology used by all departments, to ensure, where appropriate, that all City costs associated with providing a particular service are recovered.

C. During 2023, City staff and members of the Finance-Personnel Committee engaged in an exhaustive review of a majority of the fees contained within the City Fee Schedule, and updated various fees, along with the overhead cost model, for adoption in 2024.

D. 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 2024 is authorized and implemented for use until further amended.

_____
Approved by: Andrew Nerbun, Mayor

Date Approved: November 14, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on November 14, 2023.

_____
Caroline Fochs, City Clerk

City of Mequon, Wisconsin

Fiscal Year 2024 Fee Schedule

FEE DESCRIPTION	FEE AMOUNT
CITY CLERK'S OFFICE	
Class A Beer License	$100
Class A Liquor License	$500
Class B Liquor License	$100
Temporary Class B License	$500
Class B Reserve Liquor License	$10,000
Class C Wine License	$100
Background Check	$15~~$12~~
Tavern Operation (Bartender) – 2 Year License	$100~~$75~~
Provisional Tavern Operator License	$15
Temporary Tavern Operator License	$10
Tobacco License	$100
Second Hand Jewelry License	$50
Second Hand Article License	$50
Amusement License	$25
Tavern Amusement License	$250
Vending Machine Distributor License	$80
Machine Registration License	$25
Peddlers, Canvassers & Solicitors License	$100~~$80~~
Peddlers, Canvassers & Solicitors License (Each Additional Person)	$15~~$12~~
Board of Appeals Filing Fee	$250~~$215~~
Fireworks Permit	$100~~$75~~
Gun Range Premise License	$250
Fee to Conduct Background Check for Gun Range Premise License	$75
License/Permit Replacement Fee	$10
Publication Fee	$20~~$10~~
Late Application Fee	$50
FINANCE DEPARTMENT	
Real Estate Property Status Report	$60~~$35~~
Dog License Unneutered/Unspayed	$15
Dog License Neutered/Spayed	$10
Dog License Replacement	$10
Dog License Late Fee	$5
Check Returned/Insufficient Funds	$35
Special Request – GIS Maps	Time & Materials
Photocopies & Reprinting of Existing Maps	$1
Brush Permit	$25

Attachment: Updated 2024 Fee Schedule (RESOLUTION 4085 : Fee Schedule)

Lost Brush Permit Replacement Fee	$5
Interest on Delinquent Receivables	1.5% Per Month
CITY ASSESSOR'S OFFICE	
Database Sales Query	$20
Business List Query	$20
Database Ownership or Similar Query	$20
Complicated Database Query	$40
Digital Parcel Map	$2
Database Kiosk Print	
Homeowner	$0
Black and White (Per Page)	$0.25
Color (Per Page)	$0.50
Special Request – Assessor Labor per Hour	$75
POLICE DEPARTMENT	
Weapons Discharge Fee	$30
Lost Weapons Permit Replacement	$5
Parking Citation	$25
Vehicle Impound Storage Over 30 Days (Per Day)	$15
Finger Printing	$20~~$15~~
Photos (Each)	$1.75
Water Ski	$25
False Alarm Fee* (Per Calendar Year)	
1st	$0
2nd	$200
3rd	$300
4th and Subsequent	$400
Audio/Video Tape and Computer Media	$25
Capital Cost of Patrol Squad Per Hour	$2.48
Accident Report	$3
Audio/Video Tapes & Computer Media – CD	$15
Audio/Video Tapes & Computer Media – USB Flash Drive	$25
FIRE & EMS	
Burning Permit	$20
Ambulance Transport Base Rate	
Basic Life Support – Resident	$1,200~~$1,000~~
Basic Life Support – Non Resident	$1,400~~$1,100~~
Basic Life Support – On Scene Care, Resident	$325
Basic Life Support – On Scene Care, Non-Resident	$350
Advanced Life Support (1) – Resident	$1,500~~$1,300~~
Advanced Life Support (1) - Non Resident	$1,600~~$1,400~~
Advanced Life Support (1) - No Transport Resident	$600
Advanced Life Support (1) – No Transport Non-Resident	$700
Advanced Life Support (2) – Resident	$1,700~~$1,600~~
Advanced Life Support (2) – Non Resident	$1,800~~$1,700~~

Specialty Care Transport – Resident	$1,900
Specialty Care Transport – Non Resident	$2,000
Mileage Rate	$25~~$23~~
Mileage Rate – Non Resident	$26~~$24~~
Annual Inspection	
Under 25,000 Square Feet	$20
25,001 – 50,000 Square Feet	$40
50,001 – 75,000 Square Feet	$60
75,001 – 100,000 Square Feet	$80
100,001 – 125,000 Square Feet	$100
125,001 – 150,000 Square Feet	$120
Each 25,000 Square Feet Over 150,000	$20
Community-Based Residential Facilities & Group Homes	$80
Sprinkler, Alarm & Other Suppression Systems	
Minimum Sprinkler, Alarm & Other Suppression Systems Hourly	$75
Plan Review (per Hour)	$75
Underground Hydrostatic Test (per Hour)	$75
Underground Flush Test (per Hour)	$75
Rough-In Inspection (per Hour)	$75
Hydrostatic Test (per Hour)	$75
Dry Valve Drip Test (per Hour)	$75
Alarm Test (per Hour)	$75
Hood Test (per Hour)	$75
Bi-Directional Amplifier (per Hour)	$75
Variance Requests (per Hour)	$75
Temporary Heating Source (per Hour)	$75
Smoke Evacuation/Control Systems (per Hour)	$75
ENGINEERING DIVISION	
Planning Commission Reviews	
Engineer	$100~~$95~~/Hr
Engineering Technician	$91~~$78~~/Hr
Green Infrastructure Plan Reviews	
Engineer	$100~~$95~~/Hr
Engineering Technician	$91~~$78~~/Hr
Erosion Control Permits – Site Grading	
Residential – Initial Fee	$600
Residential – Per Lots or Units	$6
Commercial/Industrial – Initial Fee	$300~~$120~~
Commercial/Industrial – Per 1,000 SF Distributed Area	$6
General Use Residential – Initial Fee	$30
General Use Residential – Per 1,000 SF Distributed Area	$4
Permit Extension Fee	1/12 of Fee/Month
Filling Permits	
0-250 CY	$60

Attachment: Updated 2024 Fee Schedule (RESOLUTION 4085 : Fee Schedule)

251-1,000 CY	$120
Permit Extension Fee	1/12 of Fee/Month
Floodplain Letters	$66
Waste Hauler Permit	$60
Waste Hauler Additional Per Vehicle – 7 to 12 Tons	$25
Waste Hauler Additional Per Vehicle – Over 12 Tons	$50
Lateral Abandonment Inspection	$100
PUBLIC WORKS DEPARTMENT	
Blue Sign	
Installation Fee (Initial or Replacement)	$250
Annual Fee	$100
All Other Signs (New or Accident Replacement)	Procurement Cost Plus
PARKS DIVISION	
Park Rental**	
Non-Mequon/Thiensville Resident Rental Upcharge	$100
Outdoor Concessions (Per Tent/Table)**	$25
Additional Setup/Cleanup (4 hours)	$100
Lemke Park **	
Lemke Pavilion‡	$150
Lemke Pavilion – Security Deposit	$50
Rotary Park**	
Reuter Pavilion‡ – Under 150 People	$475
Reuter Pavilion‡ – Corp. or Over 150 People	$500
Reuter Pavilion‡ – Concessions Only	$225
Reuter Pavilion – Security Deposit	$200
Rotary Pavilion‡	$225
Rotary Pavilion or Gazebo – Security Deposit	$100
Gazebo Only	$225
Gazebo with Pavilion Rental	$100
Holding Tank Pumping Fee per 5,000 gallons**	$135
Holding Tank Pumping Fee per 10,000 gallons**	$270
Portable Restroom Service*†	$115~~$90~~
River Barn Park**	
River Barn Pavilion‡	$475
River Barn Security Deposit	$200
River Barn Concessions Only	$225
Athletic Field Use (2 Hours)**	
Non-Mequon/Thiensville User Upcharge-One Time Fee Per	$100
Season User Fee Deposit Per Field	
0-20 Field Use Deposit	$100
20-40 Field Use Deposit	$200
40-60 Field Use Deposit	$300
60-80 Field Use Deposit	$400
80-100 Field Use Deposit	$500

Attachment: Updated 2024 Fee Schedule (RESOLUTION 4085 : Fee Schedule)

Lacrosse Field Per Use	$80
Soccer/Football Field Per Use	$80
River Barn Field 1 Per Use	$47
River Barn Field 2 Per Use	$43
River Barn Field 3 Per Use	$43
Rotary Schmit Per Use	$72
Rotary South Per Use	$42
Rotary Central Per Use – With Field Maintenance (In Season)	$55
Rotary North West	$40
Rennicke Per Use	$143
Lemke Orange Per Use	$10
Lemke Blue Per Use	$10
Mequon/Thiensville User Tournament Fee[o]	$600
Non-Mequon/Thiensville User Tournament Fee[o]	$975
COMMUNITY POOL	
Daily Swimming Pool Pass	
Resident – Under 3 Years	Free
Resident – 3 to 12 Years	$5
Resident – 13 Years and Above	$6
Thiensville – Under 3 Years	Free
Thiensville – 3 to 12 Years	$6
Thiensville – 13 Years and Above	$7
Non Resident – Under 3 Years	Free
Non Resident – 3 to 12 Years	$7
Non Resident – 13 Years and Above	$8
Seasonal Swimming Pool Pass	
Resident – Under 3 Years	Free
Resident – 3 to 12 Years	$55
Resident – 13 Years and Above	$75
Resident – Family	$120
Thiensville – Under 3 Years	Free
Thiensville – 3 to 12 Years	$70
Thiensville – 13 Years and Above	$90
Thiensville – Family	$150
Non Resident – Under 3 Years	Free
Non Resident – 3 to 12 Years	$85
Non Resident – 13 Years and Above	$110
Non Resident – Family	$200
Super Pass	
Resident	$30
Thiensville	$40
Non Resident	$45
Nanny Pass	$35
Pool Rental Fee	

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1-50 attendees (2 hours) Mequon Resident	$210
1-50 attendees (2 hours) Thiensville Resident	$230
1-50 attendees (2 hours) Non-Mequon/Thiensville Resident	$310
51-99 attendees (2 hours) Mequon Resident	$230
51-99 attendees (2 hours) Thiensville Resident	$280
51-99 attendees (2 hours) Non-Mequon/Thiensville Resident	$385
100+ attendees (2 hours) Mequon Resident	$310
100+ attendees (2 hours) Thiensville Resident	$330
100+ attendees (2 hours) Non-Mequon/Thiensville Resident	$460
COMMUNITY DEVELOPMENT – PLANNING	
Zoning Code Text Amendment	$1,275
Zoning Code Map Amendment***	$1,275
Land Use Plan Map Amendment***	$1,275
Conditional Use Petition	$750~~$717~~
Building Site Plan Amendment or Approval	$750~~$717~~
Consultation	$400~~$398~~
Minor Request	$350~~$199~~
Subdivision/Condo Concept	$750~~$857~~
Subdivision/Condo Preliminary Plat	$750 + $50/Lot~~$857~~
Subdivision/Condo Development Agreement	$750~~$558~~
Subdivision/Condo Final Plat	$750~~$757~~
Land Division	$750~~$657~~
New Sign Design and Plan Approval	$150
Special Event Banner Permit	$30~~$25~~
On-Site Development Notice Sign Posting	$5
Zoning Letter Request	$60
Home Occupation Permit	$60
Business Occupancy Permit	$125~~$60~~
Annual Chicken Keeping Permit	$65~~$20~~
Short Term Rental Permit	$60
Staff Time Over 10 Hours on Any of the Above Will be Additionally Billed Hourly.	
Additional Charges May Be Incurred for Subsequent Plan Review.	
COMMUNITY DEVELOPMENT – INSPECTIONS (BUILDING/HEATING)	
Minimum Permit Fee (All Permits)	$65~~$60~~
Residence 1 & 2 Family and Attached Garage Per SF Living Area	$.40~~$0.35~~
Residence Apt. 3 Family, Row Housing, Multiple Dwellings,	$.40~~$0.35~~
Residence Additions Per SF Living Area	$.40~~$0.35~~
Basement Remodel/Fish Per SF	$.40~~$0.35~~
Local Business, Office Building & Additions Per SF	$.40~~$0.33~~
Manufacturing or Industrial Per SF (Office Areas to be Included	$.35~~$0.28~~
Permit to Start Construction of Footings & Foundations	$350~~$265~~
Permit to Start Construction of Footings & Foundations (One and Two Family)	$200
Agricultural Buildings, Detached Garages and Accessory Building	$0.28

~~All Other Buildings, Structures, Alteration, and Repairs~~ Where SF Cannot be Calculated	$14~~$11.75 Per $1,000 Valuation~~
Foundation Repair ($100 Min.)	$11.75 Per $100 Valuation
Residing Per Building	$60
Kitchen Remodel	$160
Bathroom Remodel	$120
Heating & Incinerator Initial Fee Per Unit	$55
Each 50,000 BTU over 150,00 BTU ($750.00 Max. Per Unit)	$18
Comm./Ind. Exhaust Hoods & Systems Per Unit	$170
Heating & A/C Distribution Systems Per 100 SF of Cond. Area	$2
A/C Per Unit 3 Tons or 36,000 BTU	$55
A/C Additional Fee Per each Ton Over 3 Tons or 12,000 BTU	$18
A/C Permanently Installed Wall Units	$12
Wrecking, Razing, or Interior Demolition Flat Fee (May be Waived at Inspector Discretion)	$80
Moving Buildings Over Public Ways Initial Fee	$215
Moving Buildings Over Public Ways Per SF	$0.10
Accessory Building	$60
Fuel Tanks – Per 1,000 Gal. Per Install	$24
Min. Per Fuel Tank Installation	$43
Tank Removal, Repairs or Alterations 1,000 Gal. or Less	$49
Tank Removal More than 1,000 Gal.	$73
Re-Inspection Per Inspection (Applies after 2nd Inspection)	$60
Plan Examination	
One and Two Family Residence	$235
Apartments, Three Family Residence, Row Housing, Multiple Family	$285
Apartments, Three Family, Row Housing, Multiple Family Per Unit	$25
Commercial, Industrial and Additions	$285
Commercial Additions & Alternations	$285
Residential/Commercial Small Project (At Plan Reviewer Discretion/May be Reduced to $20.00)	$24
Addition/Alterations to 1 & 2 Family	$80
Accessory Bldg. 300~~150~~ SF or More	$65~~$60~~
Accessory Bldg. under 300~~150~~ SF	$65~~$30~~
Decks & Above Ground Swimming Pools	$65~~$50~~
Heating Plans, Lighting & Energy Calculations (Submitted Separately)	$60
WI Uniform Building Permit Seal (State Fee)	$60
Occupancy Permit – Residential Per Unit	$55
Temporary Occupancy Permit - Residential	$100~~$80~~
Occupancy Permit - Commercial & Industrial Per Unit	$205
Temporary Occupancy Permit – Commercial & Industrial Per Unit	$150~~$80~~
Occupancy Permit - Commercial Additions & Alterations	$60

Attachment: Updated 2024 Fee Schedule (RESOLUTION 4085 : Fee Schedule)

Tenant Finish	$60
Change of Occupancy Commercial & Industrial Per Unit	$195
Pools – In Ground/Above/Spas	$14/$1,000 Value or
Fences	$65~~$60~~
Decks ~~& Sheds~~	$65~~$60~~
Solar Panels ($60.00 Building; $122.00 Electrical)	$182
Erosion Control Fee – Single Family	$183
Reinstate Building Permit (New)	35% Of Original Cost
Amount Retained for Permits Refunded	$65~~$60~~
Security Deposit for Final Inspection, 10% of Permit Fee	$65~~$60.00 Min.~~
After Hours Inspection (2 Hour Min.)	$116
Architectural Board/Review	
1 & 2 Family New Construction	$100~~$55~~
Additions/Alternations to 1 & 2 Family	$75~~$43~~
Accessory Building	$65~~$43~~
Tree Inspection/Zoning Review	$60
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. Resubmittal at Applicants Request Will Require New Application Fee.	
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 Area, Unless the Basement Area Complies with the Building Code, Permitting Human Habitation.	
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~~$60~~
Failure to Call for Final Inspection (Double Initial Fee)	$120 Min.
Refund Retained	$60
Work Started Prior to Taking Permit	Double Fee
Minimum Fee for Permit	$150~~$60~~
After Hours Inspection (2 Hour Min.)($75/HR)	$116
Fixtures – Incandescent	$1~~$0.72~~
Tubular Lamps – Fluorescent, Cold Cathode, Lumiline and Mercury	$1
Lights – Arc, Search, Flood, Mercury, Including Transformers	$12
Yard Light and Standard	$18
Fuel Dispending Pumps	$60
Stage Pockets, Spotlights and Apparatus	$7
Outlets for Fixtures, Switches, Receptacles, and Similar Devices	$1~~$0.72~~
Low Voltage Devices	$1~~$2~~
Vent Fans, Paddle Fans	$6

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Electrical Range, Garbage Disposal, Dishwasher, Water Heater, Dryer, 30 & 50 Amp Outlet	$12
Automatic Central Heating – Residential	$20~~$18~~
Automatic Central Heating – Commercial	$36
Electrical Heating Device (Per KW) or Outlet	$7
Central A/C Unit, Refrigeration, Air Cooling or Similar – Residential	$20~~$18~~
Central A/C Unit, Refrigeration, Air Cooling or Similar – Commercial	$42~~$36~~
Central A/C Unit, Refrigeration, Air Cooling or Similar – Combo	$60
Generators, Rectifiers, Reactors, Welders, Capacitors, Converters,	$36
~~Dimmer,~~ GFCI Devices	$4~~$6~~
Machines – Moving Picture, X-Rays, Stereopticon, High Frequency, and like Apparatus	$36
Motor (Per HP or Fraction of For EA. Motor)	$1
Water Pumps	$18
Residential Whirlpool, Jetted Tub	$24
Signs, Incandescent, Fluorescent & Neon	$48
Signals or Communication Devices – Audible or Visual	$1
Plug In Strip, Trole-E-Duct, Wireways, Busways, Raceways or Auxiliary Gutter (per Foot or Fraction of)	$1
Swimming Pool Grounding	$72
Spas and Hot Tubs (Indoor or Outdoor)	$60
Feeders or Sub-Feeder-Sub Panel	$18
Temp. Service/Install Period of 90 Days	$60
Fire Alarm Panel	$60
Overhauling Condemned Work	$72
Service Switched	
0-200~~100~~ Amperes	$50~~$30~~
~~101-200 Amperes~~	~~$42~~
201-400 Amperes	$60
401-600 Amperes	$80~~$72~~
601-1,000 Amperes	$90
Per 100 Amperes Over 1,000	$15~~$12~~
COMMUNITY DEVELOPMENT – INSPECTIONS (PLUMBING)	
Minimum Permit Fee	$65~~$60~~
Well Abandonment	$60
Well Operations Permit (5 Years)	$122
Starting Work Without Permit	Double Fee
Failure to Order Final Inspection Before House is Occupied	$120
Each Re-Inspection	$60
Fire Protection Sprinkler New or Remodeled – Commercial or Residential, Full or Combined System	$60
After Hours Inspection (2 Hours)($75/Hr.)	$150~~$116~~
Sewer for First 100’	$60
Sewer Over 100’ Per Foot Surcharge	$0.50

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Outside Sanitary Sewer	$60
Outside Storm Sewer	$60
Inside Sanitary Sewer	$60
Inside Storm Sewer	$60
Water Service Minimum	$60
All Over 100' Per Foot	$29
Storm/Sanitary	$60
Catch Basin Exterior	$30
Catch Basin Interior	$20~~$12~~
Manholes Exterior	$30
Manholes Interior	$12
Plumbing Fixtures – Each	$12
Refund Retained	$60
Suppression System of Exhausted Hoods – Commercial	$116
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	
MEQUON WATER UTILITY	
Late Payment Charge	1% per month
Reconnection Charges	
Normal Business Hours††	$50
After Normal Business Hours††	$75
Standard Street Lateral Costs‡‡	
1 ¼ inch	$5,000
1 ½ inch	$5,500
2 inch	$6,000
4 inch	$7,500
6 inch	$10,500
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

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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
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	$30.29
3/4 inch	$45.47
1 inch	$75.88
1 ½ inch	$151.47
2 inch	$242.51
3 inch	$454.38
4 inch	$757.30

Attachment: Updated 2024 Fee Schedule (RESOLUTION 4085 : Fee Schedule)

6 inch	$1,514.59
8 inch	$2,423.05
10 inch	$3,634.73
12 inch	$4,846.11
Service Charge	
5/8 inch	$31.31
3/4 inch	$41.15
1 inch	$64.70
1 ½ inch	$119.27
2 inch	$178.90
3 inch	$274.31
4 inch	$393.59
6 inch	$629.14
8 inch	$980.97
10 inch	$1,469.97
12 inch	$1,958.96
Quarterly Volume Charges	
First 150,000 gallons each quarter	$5.17/1,000 gallons
Next 350,000 gallons each quarter	$4.87/1,000 gallons
Over 500,000 gallons each quarter	$4.37/1,000 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
MEQUON SEWER UTILITY	
Connection Fees	
City installed sanitary sewer; lateral available to property line	$600
City installed sanitary sewer; no lateral available to property line	$400
If paid by the Developer at Final Plat	$0
Residential User Charge (Quarterly)	$83~~$78~~
Non-Residential User Charge Rate	$8.04~~$7.552~~/1,000gal
Key:	
*Multiple False Alarms within 48 Hour Period Due to a Security System Failure/Defect will Count as Single Event.	
***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	
ºTournaments at Rotary Park require Holding Tank Pumping in addition to the Tournament Fee	

Attachment: Updated 2024 Fee Schedule (RESOLUTION 4085 : Fee Schedule)

***If doing a Zoning Code Map and Land Use Plan Amendment at the same time, only one fee applies
†† 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*

Attachment: Updated 2024 Fee Schedule (RESOLUTION 4085 : Fee Schedule)

City of Mequon Fee Schedule Analysis - Fiscal Year 2023

FEE DESCRIPTION	MEQUON	BKFLD	CDRBG	FRNKN	GTOWN	GRFTN	MNFLS	MDLTN	MSKGO	NBRLN	OKCRK	SNPRE	WTOSA	AVG.	PROPOSED
CITY CLERK															
Class B Reserve Liquor	$10,000	$10,000	$10,500	$10,000	$10,000	$10,000	$10,500	$10,500	$10,000	$10,500	$10,600	$10,500	$10,000	$10,258.33	
Background Check	$12	$12			$7				$12	$10		$7	$15	$10.50	$15
Tavern Operation (Bartender) – 2 Year	$75	$60	$90	$40	$100	$50	$50	$50	$40	$60	$100	$70	$140	$70.83	$100
Peddlers, Canvassers & Solicitors	$80		$100	$60	$60	$100	$50	$50	$100	$100		$300		$91.11	$100
Peddlers, Canvassers & Solicitors (Each Additional Person)	$12		$10	$10			$10		$12	$10				$10.40	$15
Board of Appeals Filing Fee	$215						$100						$120	$110	$250
Fireworks Permit	$75	$100			$100		$100	$250	$50			$0	$110	$118.33	$100
Publication Fee	$10	$20	$20	$10	$20			N/A		$15	$10-$20	$20	$8	$16	$20
COMMUNITY DEVELOPMENT - INSPECTIONS (BUILDING/HEATING)															
Minimum Permit Fee (All Permits)	$60	$66	$50	$65	$65	$55	$65	$150	$60	$65	$55	$75	$55	$68.83	$65
RES 1 & 2 Fam and Attached GAR per SF Living Area	$0.35	$0.39	$0.35	$0.41	$0.40	$0.39	$0.35			$0.44			$0.30	$0.38	$0.40
RES Apt. 3 Fam, Row Housing, Multi DUS, Inst. Per SF	$0.35	$0.39	$0.35	$0.43	$0.40	$0.39	$0.35			$0.46			$0.30	$0.38	$0.40
Residence Additions Per SF Living Area	$0.35	$0.39	$0.35	$0.41	$0.40	A	$0.35		$0.3	$0.44	$0.35			$0.37	$0.40
Basement Remodel/Fish Per SF	$0.35	$0.39		$0.41	$.25-$.35	A	$0.35		$0.3					$0.35	$0.40
Local Business, Office Building & Additions Per SF	$0.33	$0.37	$0.35	$0.39		A	$0.33			$0.42				$0.37	$0.40
Mfg. or Industrial Per SF (Office Areas Under Local Bus.)	$0.28	$0.33	$0.35	$0.31		$0.37	$0.27			$0.36				$0.33	$0.35
Permit to Start Constr. of Footings/Foundtns.(Comm/Mfg.)	$265	$303		$555		$280	$500	$500		$330			$500	$424	$350
Permit to Start Constr. of Footings/Foundtns. (1 & 2 Fam)	$200	$185		$225		$210		$250		$250			$175	$215.83	
~~All Other Buildings, Structures, Alteration, & Repairs Where SF Cannot be Calculated~~ Where Square Footage Cannot Be Determined	$11.75														$14
Residing Per Building	$60	$69												$69	
Kitchen Remodel	$160				$.25-$.35										
Bathroom Remodel	$120				$.25-$.35										
Heating & Incinerator Initial Fee Per Unit	$55	$77	$55	$55	$50	$55	$60	$50		$65	$55			$58	
Each 50,000 BTU over 150,00 BTU ($750 Max. Per Unit)	$18	$18	$15	$19	$15	$18	$16			$22	$10			$16.68	
Comm./Ind. Exhaust Hoods & Systems Per Unit	$170	$147		$190	$100	$180	$140	$100		$210		$150		$152.13	
Heating & A/C Distrib. Systems Per 100 SF of Cond. Area	$2	$2.1	$1.5	$2.1	$1	$2								$1.74	
Wrecking, Razing, or Interior Demolition Flat Fee	$80	$89	$100-$500	$90		$85+.12/sqft	$80	$100	B	$102	$95	$75	$50	$86.60	
Moving Buildings Over Public Ways Initial Fee	$215	$238	$100			$230	$220	$250		$270		$75	$175	$194.75	
Moving Buildings Over Public Ways Per SF	$0.10	$0.14				$0.12	$0.12						$0.06	$0.11	
Plan Examination:															
One and Two Family Residence	$235	$250	$200	$280	$225	$250	$225	C		$300			$200	$236.67	
Apts, 3 Fam Residence, Row Housing, Multiple Family	$285	$292			$200	$300	$250			D			$250	$274.50	
Apts, 3 Family, Row Housing, Multiple Family Per Unit	$25	$25			$30	$27							$25	$26.75	
Commercial, Industrial and Additions	$285	$310	$225	E	$300	$300		$350		$355			$200	$296.88	
Commercial Additions & Alternations	$285	$310			$300	$300							F	$277.50	

Attachment: Fee Schedule Review for All Departments (RESOLUTION 4085 : Fee Schedule)

City of Mequon Fee Schedule Analysis - Fiscal Year 2023

Residential/Commercial Small Project (At Plan Reviewer Discretion/May be Reduced to $20)	$24														
Addition/Alterations to 1 & 2 Family	$80	$119	$60	G	$75	H			$90	I			$80	$89.88	
Accessory Bldg. ~~150~~ **300** SF or More	$60	$71		$67>240	$15	$65			$90	$85			J	$63.29	$65
Accessory Bldg. under ~~150~~ **300** SF	$30			$65<120	$15				$15				J	$36.25	$65
Decks & Above Ground Swimming Pools	$50	$42	$35	$55	$40	$55	$50		$20	$65				$45.25	$65
Heating Plans, Lighting & Energy Calculations	$60	$71				$75		$250		$81				$119.25	
WI Uniform Building Permit Seal (State Fee)	$60	$35				$65				$65		$33		$49.50	
Occupancy Permit – Residential Per Unit	$55	$60	$50	$55	$65	$55	$60			$65	$55	$50		$57.22	
Temporary Occupancy Permit - Residential	$80					$85				$102			$100	$95.67	$100
Occupancy Permit - Commercial & Industrial Per Unit	$205	$173	$160	$225	$200	$215	$180			$255	$100			$188.50	
Temp Occupancy Permit – Comm. & Industrial Per Unit	$80			$225		$85	$200							$170	$150
Occupancy Permit - Commercial Additions & Alterations	$60			$55											
Tenant Finish	$60			$55											
Change of Occupancy Commercial & Industrial Per Unit	$195					$50									
Pools – In Ground/Above/Spas	$195	K	$75	$55	L	A	$100		M	N	$60	$150	$50		or $1,200
Fences	$60	$70		$65	$65			$30	$20		$60	$75	$50	$54.38	$65
Decks ~~& Sheds~~	$60	$66		O	$65	A	$85	$30		P	$150 shed	Q	$80		$65
Solar Panels ($60.00 Building; $122.00 Electrical)	$182	S		$13/1000	$150		$100			R	$55				
Erosion Control Fee – Single Family	$183	$220		$185	$175	$175		$250	150	$205		$170		$191.25	
Reinstate Building Permit (New)	35% Of Orig.Cost									$65					
Amount Retained for Permits Refunded	$60														$65
Security Deposit for Final Inspection, 10% of Permit Fee	$60 Min.														$65
After Hours Inspection (2 Hour Min.) **($75/HR)**	$116														$150
Architectural Board/Review:															
1 & 2 Family New Construction	$55		$110	$55		$50	$150	$250						$123	$100
Additions/Alternations to 1 & 2 Family	$43			T			$150	$50-$250							$75
Accessory Building	$43		$100	$67>240			$150	$25-$100							$65
Tree Inspection/Zoning Review	$60						$150								
COMMUNITY DEVELOPMENT - INSPECTIONS (ELECTRICAL)															
Minimum Fee for Permit	$60	$80	$50	$95	$65	$40	$60	$50	$60	$60	$50	$75	$70	$62.92	$65
After Hours Inspection (2 Hour Min.) **($75/HR)**	$116												$150/hr		$150
Fixtures – Incandescent	$0.72	$1.3	$0.55	$1.4		$0.75	$0.7	*	$0.5	$1	$1			$0.90	$1
Tubular Lamps – Fluorescent, Cold Cathode, Lumiline and Me	$1	$0.95		$3.35	$0.5	$2.5	$0.75	*	$0.5					$1.43	
Lights – Arc, Search, Flood, Mercury, Including Transformers	$12	$5.45			$3.5	$5		*						$1.43	
Yard Light and Standard	$18	$11		U	$20	$25	V	*	$9	$20	$5	$75		$13.38	
Fuel Dispensing Pumps	$60	$25	$10	$11	$10	$50	10	*					$40	$22.29	
Stage Pockets, Spotlights and Apparatus	$7				$0.4		$4.5	*						$2.45	
Outlets for Fixtures, Switches, Receptacles, and Similar Devic	$0.72	$1.3	$0.7	$1.1	$0.75		$0.8	*	$0.6	$1	$1	$75	$1	$0.92	$1

Attachment: Fee Schedule Review for All Departments (RESOLUTION 4085 : Fee Schedule)

City of Mequon Fee Schedule Analysis - Fiscal Year 2023

Low Voltage Devices	$2				$1	$2	$1	*			$1			$1.25	$1
Vent Fans, Paddle Fans	$6	$4.9		$6	$5		$6	*		$5	$4			$5.15	
Electrical Range, Garbage Disposal, Dishwasher, Water Heate	$12	$12.5	W	$11	$10	$12	X	*	Y	$10	$10	Z	$10	$9.95	
Automatic Central Heating – Residential	$18	$22.15	$9	$35	$20	$18	$11.25	*	$30	$20	$20	$75		$20.60	$20
Automatic Central Heating – Commercial	$36		$18		$40			*				$150	$50	$36.00	
Electrical Heating Device (Per KW) or Outlet	$7	$9.8	$5	$11	$4	$5	$10	*						$7.47	
Central A/C Unit, Refrigeration, Air Cooling or Similar – Reside	$18		$12	$35	$9		$15	*	$30	$25	$20	$75		$20.86	$20
Central A/C Unit, Refrigeration, Air Cooling or Similar – Comm	$36		$24		$18	$75		*				$150	$50	$41.75	$42
Central A/C Unit, Refrigeration, Air Cooling or Similar – Combo	$60					$55		*				$75			
Generators, Rectifiers, Reactors, Welders, Capacitors, Conve	$36	$2.5/kw	$0.5/kw	$35	$1/kw	AA	$1.0/kw	*	$0.60	$1/kw	$1/kw	$150	BB		
~~Dimmer,~~ GFCI Devices	$6	$4.7			$4	$6		*	$3			$75		$4.43	$4
Machines – Moving Picture, X-Rays, Stereopticon, High Frequ	$36	$50.5	$10	$35		$50	$15	*						$32.10	
Motor (Per HP or Fraction of For EA. Motor)	$1	$0.5	$0.5	CC	$1	$3	$0.7	*		$5 + $1hp	$1			$1.20	
Water Pumps	$18			$11	$20			*				$75		$15.50	
Residential Whirlpool, Jetted Tub	$24				$30	$12	$25	*		$40	$50	$75		$31.40	
Signs, Incandescent, Fluorescent & Neon	$48	$80	$15	$35	$25	$30	$40	*						$37.50	
Signals or Communication Devices – Audible or Visual	$1	$1.25		$1.1				*						$1.18	
Plug In Strip, Trole-E-Duct, Wireways, Busways, Raceways or	$1	$1	$0.5	$1.1	$0.5		$0.75	*	$0.5	$1	$1			$0.79	
Swimming Pool Grounding	$72	$75	$50	$70	$100	DD	EE	FF	$60	GG	$50	$75		$68.18	
Spas and Hot Tubs (Indoor or Outdoor)	$60	$55.9	$18	$35	$50				$60	$75	$50	$75		$52.36	
Feeders or Sub-Feeder-Sub Panel	$18		$10	$22	$25	25-30		HH		$25	$40	$75	$20	$31	
Temp. Service/Install Period of 90 Days	$60			$50	$50		$100	II		$40				$60	
Overhauling Condemned Work	$72											$75			
Service Switched:															
0-~~100~~ **200** Amperes	$30	$25	$40	$40		$40	$50			$20	$65			$40	$50
101-200 Amperes	$42	$49.35	$50	$80	$50	$50	$50			$40	$65			$54.29	
201-400 Amperes	$60	$61.85	$60	$120-$160	$60-$70	$75	JJ			$60-$80	$85				
401-600 Amperes	$72	$91.8	$60	$200-$240	$80-$90	$75				$100-$120	$85				$80
601-1,000 Amperes	$90	$98.8	$60-$100	$280-$400	$100-$130	$125				$140-$200	$85				
Per 100 Amperes Over 1,000	$12		$10	$40	$10					$20				$20	$15
COMMUNITY DEVELOPMENT - INSPECTIONS (PLUMBING)															
Minimum Permit Fee	$60	$62.5	$35	$70	$65	$40	$60	$50	$60		$50	$75	$55	$56.59	$65
Well Abandonment	$60			$85	$40	$100	$100	$60	$60				$50	$70.71	
Well Operations Permit (5 Years)	$122	$62.5		$85			$35				$25		$150	$71.50	
Failure to Order Final Inspection Before House is Occupied	$120			$110			$70			$60	$50		$75	$73.00	
After Hours Inspection (2 Hours) **($75/HR**)	$116			$100			$150						$300	$183.33	$150
Sewer for First 100’	$60	$62.5	$50	$85	$50	$50	$55	$100	$60	$60	$50	$50	$50	$60.21	
Sewer Over 100’ Per Foot Surcharge	$1	$0.5			$0.45	$0.5	$0.35		$0.2	$0.5	$0.5		$0.55	$0.44	
Outside Sanitary Sewer	$60	$62.5	$50	$85	$50	$50	$55		$60	$60		$50	$50	$57.25	

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City of Mequon Fee Schedule Analysis - Fiscal Year 2023

Outside Storm Sewer	$60	$62.5	$50		$50	$50	$55		$60	$60	$50	$50	$50	$53.75	
Inside Sanitary Sewer	$60	$62.5	$50	$85	$50	$50	$55		$60	$60			$50	$58.06	
Inside Storm Sewer	$60	$62.5	$50	$85	$50	$50	$55		$60	$60			$50	$58.06	
Water Service Minimum	$60	$62.5	$50	$70	$50		$55	$100	$60	$60	$50		$50	$60.75	
All Over 100' Per Foot	$29	$0.5			$0.45	$0.5	$0.35			$0.5	$0.5			$0.47	
Storm/Sanitary	$60	$62.5	$50	$85	$50	$50	$55		$60	$60		$50	$50	$57.25	
Catch Basin Exterior	$30		$30	$55	$30	$40	$12		$30	$12	$20			$28.63	
Catch Basin Interior	$12		$30		$30	$40	$12			$12	$20			$24.00	$20
Manholes Exterior	$30				$30	$40	$12			$12	$20			$22.80	
Manholes Interior	$12				$30	$40	$12			$12	$20			$22.80	
Plumbing Fixtures – Each	$12	$15.8	$10	$17	$10	$12	$12	$6	$10	$12	$10		$10	$11.34	
Refund Retained	$60														
Suppression System of Exhausted Hoods – Commercial	$116														
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	$1,120	$200	$200	$1,115	$200	$1,000	$200			$1,000	$400	$600	$603.50	
Zoning Code Map Amendment*	$1,275	$1,120	$250		$1,085	$200	$1,000				$1,000	$600	$900	$769.38	
Land Use Plan Map Amendment*	$1,275	$1,120			$1,165	$200								$828.33	
Conditional Use Petition	$717	$340	$300	$1,500	$1,460	$200	$1,000	$300	$600		$1,250	$600	$500	$731.82	$750
Building Site Plan Amendment or Approval	$717	$1,640	$100									$250		$663.33	$750
Consultation	$398										$400				$400
Minor Request	$199	$390			$700						$275	$100		$366.25	$350
Subdivision/Condo Concept	$857	$455	$100	$250		$150	$100	$50	$100	$50 + $50/lot		$150		$169.38	$750
Subdivision/Condo Preliminary Plat	$857	$1,560	KK	$5,000	LL	150 + $5/lot	$1,000	MM		$50 +$100/lot	$750	NN	$1,000	$1,862	$750 + $50/LOT
Subdivision/Condo Development Agreement	$558	OO								$300		$500		$400	$750
Subdivision/Condo Final Plat	$757	$390	PP	$1,000		100 + $3/lot	$500	QQ		RR	$875	SS	$1,000	$753	$750
Land Division	$657	$300	$150									TT	$200	$216.67	$750
New Sign Design and Plan Approval	$150	UU	$75	VV		$150	$100	$50 + $1/ft	$60		$550	$50 + $1/ft		$187	
Special Event Banner Permit	$25	$25	$20		$30-$150	$50	$25	$25			$30		$50	$32.14	$30
On-Site Development Notice Sign Posting	$5														
Zoning Letter Request	$60	$50		$75	$60			$40				$50	$150	$70.83	
Home Occupation Permit	$60	$60	$27.5				$60				$55	$50		$50.50	
Business Occupancy Permit	$60	$173					$180				$100	$50		$125.75	$125
Annual Chicken Keeping Permit	$20		$25	$75		$25		$65	$20			$35	$20	$37.86	$65
Short Term Rental Permit	$60														
PUD FEE															$1,500
ENGINEERING															
Planning Commission Reviews															
Engineer	$95														$100

Attachment: Fee Schedule Review for All Departments (RESOLUTION 4085 : Fee Schedule)

City of Mequon Fee Schedule Analysis - Fiscal Year 2023

Engineering Technician	$78														$91
Green Infrastructure Plan Reviews															
Engineer	$95														$100
Engineering Technician	$78														$91
Erosion Control Permits – Site Grading:															
Residential – Initial Fee	$600		$190		$1,250	$315	$120	$250	$150				$125	$342.86	
Residential – Per Lots or Units	$6		$160		$25	GGG									
Commercial/Industrial – Initial Fee	$120		$225		$500	$315	$150		$300	$240				$288.33	$300
Commercial/Industrial – Per 1,000 SF Distributed Area	$6		$6		$10	$5			$8	$6.5			$8	$7.25	
General Use Residential – Initial Fee	$30										FFF				
General Use Residential – Per 1,000 SF Distributed Area	$4										$4		$8	$6	
Permit Extension Fee															CCC
Filling Permits:															
0-250 CY	$60			DDD							$300				
251-1,000 CY	$120			EEE											
Permit Extension Fee															CCC
Floodplain Letters	$66				$180		$50						$180		
Waste Hauler Permit	$60	$100							$40					$70	
Waste Hauler Additional Per Vehicle – 7 to 12 Tons	$25	$25							$40					$33	
Waste Hauler Additional Per Vehicle – Over 12 Tons	$50								$40						
Lateral Abandonment Inspection	$100														
PARKS															
Park Rental*															
Non-Mequon/Thiensville Resident Rental Upcharge	$100														
Outdoor Concessions (Per Tent/Table)*	$25														
Additional Setup/Cleanup (4 hours)	$100														
Lemke Park*															
Lemke Pavilion‡	$150														
Lemke Pavilion – Security Deposit	$50														
Rotary Park*															
Reuter Pavilion‡ – Under 150 People	$475														
Reuter Pavilion‡ – Corp. or Over 150 People	$500														
Reuter Pavilion‡ – Concessions Only	$225														
Reuter Pavilion – Security Deposit	$200														
Rotary Pavilion‡	$225														
Rotary Pavilion or Gazebo – Security Deposit	$100														
Gazebo Only	$225														
Gazebo with Pavilion Rental	$100														
Holding Tank Pumping Fee per 5,000 gallons*	$135														

Attachment: Fee Schedule Review for All Departments (RESOLUTION 4085 : Fee Schedule)

City of Mequon Fee Schedule Analysis - Fiscal Year 2023

Holding Tank Pumping Fee per 10,000 gallons*	$270														
Portable Restroom Service*†	$90														$115
PUBLIC WORKS															
DPW Staff Rate	$87														$86
New Culvert – 24' Long, Up to 24" Diameter	$1,960														$2,350
Culvert Replacement	$3,525														$3,955
Culvert Replacement – Road Program	$550														$1,190
Temporary Culvert (Max. 12 Months)	$1,960														$2,350
Culvert Relay	$1,960														$2,350
FINANCE															
Brush Permit	$25		$30/Life			$30	$0					$0-$30	$20		
Real Estate Property Status Report (5-7 Business Days)	$35	$50	$50			$35									$60
Real Estate Property Status Report Rush Fee (1-3 Business D	$35	$50	$15			$60									$35
POLICE															
Finger Printing	$15				$10								$15		$20
False Alarm Fee* (Per Calendar Year):															
1st False Alarm Fee	$0	$0		$0	$0	$0			$0		$0		$0	$0	
2nd False Alarm Fee	$200	$115		$0	$0	$0			$0		$0		$75		
3rd False Alarm Fee	$300	$115		$0	$0	$50			$0		$0		$75		
4th False Alarm Fee and Subsequent	$400	$150/$230		XX	YY	ZZ			AAA		BBB		$150		
Accident Report	$3	.15/pg			2										

Legend:
Proposed Fee Change
Used this figure, when multiple figures listed
Not used in Avg.
* Based on quantity & amp size
New Fee
Matrix Key:
A=12.50/1000 valuation
B=$100+.05/sqft
C=$150(one)$200(two)
D=$355 +$32/unit
E=$335<100,000,$ 555>100,000
F=$200 add/$150alt
G=$55 Alt/$90 Add
H=$55 Alt/$85 Add
I=$70 Alt/$120 Add
J=$50 (garage)

Attachment: Fee Schedule Review for All Departments (RESOLUTION 4085 : Fee Schedule)

City of Mequon Fee Schedule Analysis - Fiscal Year 2023

K=$66 min- $13/1,000 valuation
L=$11/$1000 or $65min
M=$55 + $9/1,000
N=15/1000, $65 min
O=$85<100, $170>100
P=$65 shed, $100<100, $190>100 for deck
Q=$150deck/$75shed
R=$62 res, $162 comm
S=$10.25/$1,000 valuation
T=$90 Add, $55 Alt
U=$7 res/$11 comm
V=$10 res/$18 comm
W=$6($7 dishwasher, $10 water heater)
X=$9, $10 water heater
Y=$9, $30 water heater
Z=$75 water heater
AA=12.50/1000 valuation
BB=$50 or $1/kw(comm)
CC=$6 + $1.10/hp
DD=$30/above, $25/in
EE=$50/above, $75/in
FF=$60/above,$80/in
GG=$75/above, $90/in
HH=$3-$14 depening on AMP
II=$50 res/$100 comm
JJ=>200amp, $50+10/100
KK=$150 + $6/unit
LL=$4,575-$7,650(combined w/ final)
MM=400 + $50/acre
NN=$600 + $30/lot
OO=$210/hr-attorney, $130/hr-eng
PP=$100 + $3/unit
QQ=400 +$50/lot
RR=$50 + $150/acre
SS=600 + $30/lot
TT=$250 + $100/lot
UU=$50-$125 dep on sq ft
VV=$50 + $40-$150 dep. on size
XX=$25, $50 @ 6, $100 @ 10

Attachment: Fee Schedule Review for All Departments (RESOLUTION 4085 : Fee Schedule)

City of Mequon Fee Schedule Analysis - Fiscal Year 2023

YY=25/+25 each after
ZZ=$50 ($75-6th, $100-8th)
AAA=$50, $200 @ 7
BBB=$50, $200 @ 8
CCC=1/12 of total orig. permit fee per month of extension
DDD=25-100 CY $50/100-500CY $100
EEE=$500+CY $250
FFF=$60 + $5admin
GGG=$1,500(1-20acres)

Attachment: Fee Schedule Review for All Departments (RESOLUTION 4085 : Fee Schedule)

CITY OF MEQUON

MASTER HOURLY BILLING RATE CALCULATOR

2024

Admin Staff - City Hall/DPW	
Staff rate	$ 25.40
Fica / WRS	$ 3.70
Medical Benefits	$ 12.34
Allocated Overhead	$ 39.70
Dept. Hourly Rate	**$ 81.13**
Use this Rate:	**$ 81.00**

City Engineer	
Engineer rate	$ 66.28
Fica / WRS	$ 9.64
Medical Benefits	$ 12.34
Allocated Overhead	$ 39.70
Dept. Hourly Rate	**$ 127.96**
Use this Rate:	**$ 128.00**

Police - Represented	
Patrol/Detective	$ 41.47
Fica / WRS	$ 9.11
Medical Benefits	$ 12.34
Allocated Overhead	$ 39.70
Dept. Hourly Rate	**$ 102.61**
Use this Rate:	**$ 103.00**
Dept. Overtime Rate	**$ 127.90**
Use this Rate:	**$ 128.00**

Inspections	
Inspector rates	$ 36.74
Fica / WRS	$ 5.35
Medical Benefits	$ 12.34
Allocated Overhead	$ 39.70
Dept. Hourly Rate	**$ 94.12**
Use this Rate:	**$ 94.00**

Assistant City Engineer	
Engineer rate	$ 41.98
Fica / WRS	$ 6.11
Medical Benefits	$ 12.34
Allocated Overhead	$ 39.70
Dept. Hourly Rate	**$ 100.12**
Use this Rate:	**$ 100.00**

Police - Mangement	
Management Staff	$ 51.35
Fica / WRS	$ 11.28
Medical Benefits	$ 12.34
Allocated Overhead	$ 39.70
Dept. Hourly Rate	**$ 114.67**
Use this Rate:	**$ 115.00**

Community Development	
Staff Average	$ 47.27
Fica / WRS	$ 6.88
Medical Benefits	$ 12.34
Allocated Overhead	$ 39.70
Dept. Hourly Rate	**$ 106.18**
Use this Rate:	**$ 106.00**

Assistant Utilities Director	
Engineer rate	$ 43.65
Fica / WRS	$ 6.35
Medical Benefits	$ 12.34
Allocated Overhead	$ 39.70
Dept. Hourly Rate	**$ 102.03**
Use this Rate:	**$ 102.00**

Police - Admin	
Staff rate	$ 27.53
Fica / WRS	$ 6.05
Medical Benefits	$ 12.34
Allocated Overhead	$ 39.70
Dept. Hourly Rate	**$ 85.62**
Use this Rate:	**$ 86.00**

Assessor staff rate	
Staff rate	$ 23.51
Fica / WRS	$ 3.42
Medical Benefits	$ 12.34
Allocated Overhead	$ 39.70
Dept. Hourly Rate	**$ 78.97**
Use this Rate:	**$ 79.00**

Engineering - Field Coordinator	
Engineer rate	$ 37.03
Fica / WRS	$ 5.39
Medical Benefits	$ 12.34
Allocated Overhead	$ 39.70
Dept. Hourly Rate	**$ 94.46**
Use this Rate:	**$ 94.00**

Clerk	
Staff rate	$ 50.05
Fica / WRS	$ 11.00
Medical Benefits	$ 12.34
Allocated Overhead	$ 39.70
Dept. Hourly Rate	**$ 113.09**
Use this Rate:	**$ 113.00**

DPW staff rate	
Staff rate	$ 29.89
Fica / WRS	$ 4.35
Medical Benefits	$ 12.34
Allocated Overhead	$ 39.70
Dept. Hourly Rate	**$ 86.27**
Use this Rate:	**$ 86.00**

Engineering - Technician	
Engineer rate	$ 34.19
Fica / WRS	$ 4.97
Medical Benefits	$ 12.34
Allocated Overhead	$ 39.70
Dept. Hourly Rate	**$ 91.20**
Use this Rate:	**$ 91.00**

Clerk - Admin	
Staff rate	$ 23.87
Fica / WRS	$ 5.24
Medical Benefits	$ 12.34
Allocated Overhead	$ 39.70
Dept. Hourly Rate	**$ 81.15**
Use this Rate:	**$ 81.00**

Attachment: Internal Labor Rates - 2024 (RESOLUTION 4085 : Fee Schedule)

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TO: **Common Council**
FROM: **William Jones, City Administrator**
DATE: **November 9, 2023**
SUBJECT: **RESOLUTION 4086 A Resolution Amending the Allocation of $2,552,000 in Funding Received through the American Rescue Plan Act**

Background

On March 11, 2021, President Biden signed into law the American Rescue Plan Act (ARPA), a $1.9 trillion economic stimulus bill that provided $350 billion for states, municipalities, counties, tribes and territories, including $130 billion for local governments split evenly between municipalities and counties. Since passage of this bill, the City has received a total of $2.55 million in two equal payments that were delivered in mid-2021 and again in mid-2022.

Originally, these one-time proceeds were to be used to offset unforeseen expenses attributable to COVID-19, or spending directly related to water, sewer or broadband infrastructure projects. In follow-up guidance provided by the U.S. Treasury Department in early 2022, a 'Standard Deduction' was established in the amount of $10 million. This allows governments of any size, to forego the process of calculating COVID-related revenue losses below $10 million, and to more freely utilize ARPA proceeds to fund general government services and/or projects.

Accordingly, City staff worked during 2022 to develop a proposed spending plan for the use of Mequon's ARPA proceeds over the next few years. The plan, which was approved by the Common Council last November in connection with adoption of the 2023 budget, contains funding for a number of one-time projects intended to further the City's pursuit of five key focus areas identified during a strategic planning process conducted in early 2022.

Analysis

As part of this year's process to develop the City's budget for Fiscal Year 2024, two adjustments to the plan have been recommended by the Appropriations Committee. These include allocating $40,000 in undesignated funds to complete a five-year update to the City's Park & Open Space Plan, and $20,000 in undesignated funds to support further efforts aimed at deterring vehicular speeding within the community. Per the table below, the City's $2.55 million has been adjusted accordingly, amongst four of the City's five key focus areas.

Item	Amount
Key Focus Area: Capital/Infrastructure	
County Line/Port Washington Roads - New Traffic Signal	$325,000
Space Needs Panning - City Facilities	$25,000
Sub-Total:	**$350,000**

Key Focus Area: Information Technology/Customer Service	
On-line Inspections & Permitting (Land Management System)	$425,000
• Centralized Database Development	$100,000
Implementation of 4 Financial System Modules & Training	$150,000
Electronic Poll Books	$90,000
Police Department - Recording Equipment	$15,000
Sub-Total:	**$780,000**
Key Focus Area: Financial Stewardship	
Fiscal Year 2022 Budget Allocation	$200,000
Fiscal Year 2023 Budget Allocation	$200,000
Fiscal Year 2024 Budget Allocation	$65,000
Weyenberg Library (Including $37,217 Spent on COVID-19)	$150,000
COVID-19, Compensation Analysis, Ergonomic Upgrades, Other	$72,000
Sub-Total:	**$687,000**
Key Focus Area: Quality of Life	
Lemke Park Pavilion Expansion	$350,000
City Brush City Automation	$250,000
Civic Campus Master Planning	$75,000
Parks Plan Update	$40,000
Speed Deterrence	$20,000
Sub-Total:	**$735,000**
TOTAL:	**$2,552,000**

Fiscal Impact

The accompanying resolution approves these updated allocations amongst various projects and spending categories, in the total amount of $2,552,000. Any future expenditure of these funds that exceeds the $25,000 threshold will require additional, or subsequent approval by the Common Council. Additionally, Finance Department staff will also be responsible for filing annual reports with the U.S. Treasury Department, detailing how available monies were spent.

Pursuant to the Act's provisions, all funds received must be formally allocated by December 31, 2024, and utilized, or spent by no later than December 31, 2026. To date, approximately $30,000 in available proceeds remains unallocated, and will remain on-hand as a small contingency for projects that may otherwise exceed their original allotment.

Recommendation

A recommendation is forthcoming from the Finance-Personnel Committee on November 14, 2023.

Attachments:
ARPA 8.0 (PPTX)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4086

A Resolution Amending the Allocation of $2,552,000 in Funding Received through the American Rescue Plan Act

RECITALS

A. In connection with passage of the American Rescue Plan Act (ARPA) in 2021, the City of Mequon received a total of $2,552,000 in available funds.

B. The available funds, which were originally designated to assist in offsetting the economic impacts associated with the COVID-19 pandemic (e.g., COVID-related expenses, lost revenue, etc.) are now available for other uses by units of government receiving less than $10 million.

C. In accordance with further guidance from the U.S. Treasury Department, the City's total of $2,552,000 must be allocated by December 31, 2024, and spent by December 31, 2026.

D. In connection with development of the City's 2024 Operating and Capital budgets, an updated City of Mequon ARPA Spending Plan (Exhibit A) has been prepared by City staff and was subsequently recommended for approval by the Mequon Common Council, in its role as the City's Appropriations Committee.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin that the attached City of Mequon ARPA Spending Plan is hereby adopted, and the Finance Director is authorized to distribute the available funds as necessary, in accordance with the corresponding allocations contained therein.

_____
Approved by: Andrew Nerbun, Mayor

Date Approved: November 14, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on November 14, 2023.

_____
Caroline Fochs, City Clerk

CAPITAL/ INFRASTRUCTURE		IT/CUSTOMER SERVICE		FINANCIAL STEWARDSHIP		QUALITY OF LIFE	
ITEM	**COST**	**ITEM**	**COST**	**ITEM**	**COST**	**ITEM**	**COST**
County Line Traffic Light	$325K	Land Mgmt. System	$425K	2022 Budget	$200K	Lemke Park Pavilion	$350K
Space Needs Assessment	$25K	Central Database	$100K	2023 Budget	$200K	Brush Site	$250K
		MUNIS Modules (4)	$100K	2024 Budget	$65K	Civic Campus Plan	$75K
		MUNIS Training	$50K	Library	$150K	Parks Plan Update	$40K
		Police Phone Recorder	$15K	Covid/Staffing /Other	$72K	Speed Deterrence	$20K
		E-Poll Books	$90K				
TOTAL	**$350K**	**TOTAL**	**$780K**	**TOTAL**	**$687K**	**TOTAL**	**$735K**
GRAND TOTAL: $2,552,000							

Attachment: ARPA 8.0 (RESOLUTION 4086 : A Resolution Amending the Allocation of $2,552,000 in

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TO: **Common Council**
FROM: **Justin Schoenemann, Assistant City Administrator**
DATE: **November 14, 2023**
SUBJECT: **RESOLUTION 4087 A Resolution Adopting the 2024 Pay Plan for Non-Represented Employees**

Background

The 2024 General Fund Budget to be adopted by the Common Council at its November 14 meeting provides for a 2.75% cost-of-living wage adjustment for non-represented employees. This is commensurate with a planned 2.75% cost-of-living adjustment for members of both the Mequon Police Association and the Southern Ozaukee Fire & EMS Department in 2024. Notably, these figures are commensurate with forecasts for next year, which predict inflation to average 2.7% in 2024 (source: *The Kiplinger Letter*).

Additionally, a Classification and Compensation Study completed in 2022 recommends that annual adjustments be applied to the City's Compensation Plan, so that employee wage rates do not outpace the authorized plan. Accordingly, the 2024 Compensation Plan adjusts all classified pay ranges by a factor of 2%. As such, all non-represented staff covered under the plan will receive a "base" adjustment of 2%, starting on January 1, 2024. Further, non-represented employees who successfully complete a 2023 performance review in December will receive an "additional" adjustment of 0.75%, also effective January 1.

It should be noted that the proposed 2024 budget also includes a one-time salary adjustment of between 1-3% for non-represented employees who will have worked for the City for at least three years, as of January 1, 2024. This was included as a recommendation within the Classification and Compensation Study and follows the adoption of revised salary ranges and corresponding salary adjustments earlier this year.

In 2024, it is anticipated that discussions will continue regarding implementation of a system to periodically advance employees through their respective pay grades. This will be coupled with re-introduction of a merit-based performance evaluation system that was introduced in 2017, and subsequently suspended at the outset of the COVID-19 pandemic.

Fiscal Impact

The fiscal impact of a 2.75% wage adjustment will result in an overall increase in personnel wages and associated payroll taxes equivalent to that amount. There is no other financial impact associated with the 2.75% cost-of-living adjustment.

Recommendation

A recommendation is forthcoming from the Finance-Personnel Committee on November 14,

2023.

Attachments:
2024 Compensation Plan (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4087

A Resolution Adopting the 2024 Pay Plan for Non-Represented Employees

RECITALS

A. The Finance-Personnel Committee has reviewed and recommended to the Common Council the 2024 Compensation Plan that contains all non-represented positions authorized by the City, as well as their pay ranges, which is attached herein as Exhibit A.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED, by the Common Council of the City of Mequon, Wisconsin, that the 2024 Compensation Plan for non-represented employees is approved.

Approved by: Andrew Nerbun, Mayor

Date Approved: November 14, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on November 14, 2023.

Caroline Fochs, City Clerk

Exhibit A

CITY OF MEQUON, WISCONSIN
FY2024 EMPLOYEE COMPENSATION PLAN

	2024 Pay Ranges					JOB POSITION
Pay Grades	Minimum	Q1	Midpoint	Q3	Maximum	
1	$44,125	$47,554	$51,847	$55,708	$59,569	
2	$48,538	$52,309	$57,032	$61,279	$65,526	Accounts Receivable Specialist Administrative Assistant Administrative Specialist Assessment Technician Deputy Clerk Records Specialist
3	$53,391	$57,540	$62,735	$67,407	$72,079	Accounting Specialist Buildings Maintenance Worker Equipment Operator Forestry Worker Highway Worker Human Resource Coordinator Parks Worker Permit Coordinator Sewer Maintenance Worker
4	$59,884	$64,537	$70,364	$75,604	$80,844	Administrative Coordinator Engineering Field Coordinator Engineering Technician Executive Assistant - Communications Highway Section Foreman Mechanic Sewer Section Foreman
5	$64,675	$69,700	$75,993	$81,652	$87,311	Planner I Building Inspector Public Safety IT Specialist
6	$69,849	$75,276	$82,072	$88,184	$94,296	Assistant Finance Director Fleet Superintendent
7	$75,437	$81,298	$88,638	$95,239	$101,840	Buildings Superintendent Highway Superintendent Inspections Supervisor Parks & Forestry Superintendent Sewer Superintendent
8	$86,675	$94,492	$104,009	$112,677	$121,344	Assistant City Engineer Assistant Community Development Director City Clerk Deputy Director of Public Works Deputy Director of Utilities IT Manager Police Captain
9	$104,009	$113,391	$124,811	$135,212	$145,613	Assistant City Administrator Director of Community Development Director of Public Works/City Engineer Finance Director Police Chief
10	*Established by Contract*					City Administrator

Attachment: 2024 Compensation Plan (RESOLUTION 4087 : 2024 Comp Plan)

11333 N. Cedarburg Road
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Phone: 262-236-2902
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www.ci.mequon.wi.us
Office of Community Development

TO: **Common Council**
FROM: **Kim Tollefson, Director of Community Development**
DATE: **November 14, 2023**
SUBJECT: **RESOLUTION 4088 A Resolution Authorizing a Development Agreement with DJS Land Management LLC for a Tax Increment District No. 5 Development Incentive (Tier 2) in the Amount of $808,500, for the Property Located at 10404 North Port Washington Road**

Background:
DJS Land Management LLC is requesting a Tax Increment Financing District No. 5 incentive under the Fast Track Formula, which is a pay-as-you-go reimbursement of expenditures associated with demolition. This request runs concurrent with a redevelopment proposal for the property located at 10404 North Port Washington Road, which is the former Ferrante's restaurant site. Refresh Aesthetic Center, a 4,382 square foot, two-story, new construction Medi Spa is proposed. The project is scheduled for action (building and site plan approval) by the Planning Commission on December 4, 2023**.** The following outlines the criteria of the Fast Track incentive formula for Tier 2:

- Tier 2 incentives are designated for a project that combines multiple parcels or is located within a high priority area as determined by EDB. A 15% incentive is authorized for such high priority sites.

- The payback period may extend for the duration of the subject TID's life cycle.

- The maximum incentive allowed is the "gap", which is defined as the removal of the property's base improvement value, plus the cost of site demolition and a 15% incentive.

Analysis:
DJS Land Management application shows the following:

- A total new construction value estimated at $4.8M, which is a net value of $4.26M beyond the current improvement value of $237,000.

- A total eligible incentive under the Fast Track Formula of $1,021,450.

- A payback period, based on estimated annual tax revenue, that would occur over 17 years, which is beyond the life of TID. Accordingly, the application is eligible for a payback period of 13 years because TID #5 has a statutory closure date of 2039, and the

proposed project will not be completed until March of 2025. Under this project completion date, the estimated total eligible incentive thus computes to $808,500.

Fiscal Impact:
Included for review are the estimated costs for demolition and site repair and the Fast Track Formula under the City's TID Incentive Policy for Districts #4 & #5, as it applies to the subject redevelopment site.

Tier 2		
Base Improvement Value	$	237,000.00
Site Repair and Demo	$	100,000.00
Gap	$	337,000.00
New Building Value	$	4,800,000.00
15 % incentive	$	684,450.00
Total incentive	$	1,021,450.00
Annual Tax Amount	$	62,192.32
Payback length*		17.42405335
Max at TIF closure (currently 17 years)	$	1,057,269.46

Recommendation:
Staff recommends approval of the incentive request as it meets the standards to qualify for TID funds under the approved Fast Track Formula. In addition, the project will generate a net financial benefit to TID #5 and redevelop a high priority site. The approval is subject to a development agreement outlining expectations of the project and financial standards, a copy of which is attached.

On October 31, 2023, the Economic Development Board approved a recommendation in favor of approving the proposed incentive amount of $808,500 by a vote of 8-0.

A recommendation regarding approval of the proposed development agreement is forthcoming from the Finance-Personnel Committee on November 14, 2023.

Attachments:
Refresh Incentive DA (DOCX)
Refresh TID Application (PDF)
Refresh Landscape Plan (PDF)
BUILDING ELEVATIONS (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4088

A Resolution Authorizing a Development Agreement with DJS Land Management LLC for a Tax Increment District No. 5 Development Incentive (Tier 2) in the Amount of $808,500, for the Property Located at 10404 North Port Washington Road

RECITALS

A. Tax Increment District No. 5 offers redevelopment incentives for projects including demolition and site repairs.

B. Tax Increment District No. 5 encourages redevelopment of parcels located within the district boundary through the combination of lands, new land uses and removal of underutilized or undervalued structures.

C. The proposal by DJS Land Management LLC complies with the standards of the City's Fast-Track Formula for a Tier 2 Incentive, in the estimated amount of $808,500 related to a proposed redevelopment project located at 10404 N. Port Washington Road with an estimated value of $4.8M and a payback period of 13 years.

D. Adequate funds are available in TID No. 5 for the incentive. Adequate time remains in the life of TID No. 5 for a partial repayment of the total eligible incentive prior to closure of the TID.

E. The Economic Development Board, at its meeting on October 31, 2023, approved staff's recommendation to authorize the incentive.

F. The Finance and Personnel Committee, at its meeting on November 14, 2023, approved authorization of the incentive.

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

1. The Development Agreement between the City and DJS Land Management, LLC, for an estimated incentive in the amount of $808,500, in the form as attached is approved.

2. The Mayor, City Clerk, and other appropriate City staff are directed and authorized to execute the Development Agreement as well as any necessary ancillary contractual documents which are subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney, and then to deliver the same.

Approved by: Andrew Nerbun, Mayor

Date Approved: November 14, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on November 14, 2023.

_____

Caroline Fochs, City Clerk

DEVELOPMENT AGREEMENT

This Development Agreement is made as of the ___ day of _____, 2023, by and among the City of Mequon, Wisconsin, a Wisconsin municipal corporation ("City") and DJS Land Management LLC, a Wisconsin Limited Liability Company ("Owner/Developer").

RECITALS

(i) Owner/Developer has acquired the land described on Exhibit A attached hereto ("Property") for the purpose of redevelopment/development in strict accordance with this Agreement and the development plans approved by the City of Mequon, which are listed on Exhibit B (the "Approved Plans") and all other plans as approved and on file with the Department of Community Development (the "Development").

(ii) Owner/Developer will own and will be responsible for management and operation of the Development.

(iii) It is the desire of the City to foster and promote economic development in the City so as to expand the tax base and create new jobs, all in furtherance and compliance with the Port Washington Road TID No. 5 Project Plan, as defined below. The proposed Development of the Property in accordance with the terms and conditions of this Development Agreement will be in the public interest and will serve a public purpose.

(iv) The Development will increase the taxable value of the City of Mequon, as well as its commercial vitality, providing a substantial benefit to the City and the public, and the Development is and will be consistent with the TID No. 5 Project Plan.

(v) Certain financial incentives including, but not limited to, the TID No. 5 Fast Track Incentive are herein provided, and the Development will not occur in their absence.

(vi) The parties to this Agreement have caused to be created this Development Agreement for the purpose of setting forth certain rights, duties and obligations of the parties with respect to the development of the Property and have approved its terms, and authorized their respective officers, directors and managers to execute it on their behalf.

Now, Therefore, in consideration of the recitals and mutual agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

(a) "Acceptable to the City" means, in varying applications of that term in this Agreement, that the matter under review and scrutiny by the City and Ehlers and Associates, its financial consultant, complies with this Agreement in all respects, and/or adheres to applicable laws, ordinances, building codes, rules, and regulations, and/or generally practiced and prudent underwriting and financial evaluation principles, standards

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and practices as relates to pro forma projections for the Development, cost estimates, bids and prices, terms of construction contracts and permanent financing, and the financial statements of Owner/Developer as well as amounts and terms for the investment of equity capital in the Development, as will reasonably lead to the good faith conclusion that the risks to the public herein contracted are reasonable and manageable under the circumstances, and in relation to the public benefit of this Development Agreement. Materials submitted to the City for such review shall be objected to within ten (10) business days, or shall be deemed acceptable to the City, except wherein review by the Planning Commission shall be required, in which case the review period shall be twenty (20) days, or by the Common Council, in which case the review period shall be thirty (30) days. The foregoing is not intended to impose additional requirement for review by the Planning Commission or the Common Council except in such circumstance in which such review shall be otherwise required by law. Any item included within Exhibit B as part of the definition of "Approved Plans" shall be deemed to be Acceptable to the City.

(b) "Affiliate" means: (i) a person or an entity that directly or indirectly controls, or is controlled by, or is under common control with, Owner/Developer, or (ii) a person or entity that directly or indirectly beneficially owns or holds any ownership interest in Owner/Developer unless that person or entity has no authority or right of management or control of Owner/Developer; or (iii) any person or entity in which Owner/Developer has an ownership interest unless that person or entity has no authority or right of management or control of Owner/Developer; or (iv) any person or entity that is an officer or director, general partner or managing member of Owner/Developer. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, by operation of law, or otherwise.

(c) "Available Tax Increment" means Tax Increment actually collected by the City with respect to the Property (including Tax Increment on Personal Property) for the TID No. 5 Special Fund.

(d) "Building and Site Improvements" shall mean the construction and installation of building and site improvements on the Property, in accordance with the Approved Plans, and also in compliance with all applicable requirements of federal, state and local construction, erosion control, fire, building, electrical, plumbing, HVAC, storm water, grading, and landscaping ordinances, laws, regulations, and codes, and all additions and/or alterations to these initially constructed building and site improvements on the Property.

(e) "Completion Value" means the actual total assessed valuation of the Project (real and personal property) as of January 1, the year following completion of the Development.

(f) "Fast Track Improvements" means the improvements defined in Section 4(d) below.

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(g) "Fast Track Improvements Cost Breakdown" means the current complete cost breakdown of construction and non-construction cost items (i.e., a line-item budget), clearly identifying the Fast Track Improvements Costs shown on Exhibit D.

(h) "Fast Track Incentive" means the money to be paid by the City, out of TID District No. 5 Tax Increment resulting from the Development, to Owner/Developer, defined in Section 4(d) below, as estimated on Exhibit D, and subject to adjustment after completion of the Fast Track Improvement and the limitations thereon, as provided herein.

(i) "General Contractor" means: The general contractor or general contractors hired by Owner/Developer to construct the Development or components of the Development under one or more contracts. General Contractor may include Owner/Developer to the extent it makes direct contracts for construction, furnishing or fixturing of parts of the Development.

(j) "Owner/Developer" means: DJS Land Management LLC, and permitted successors and assigns as approved by the City, which shall have the exclusive management of the Project.

(k) "Project" means a development as referred to and described in the Approved Plans listed on Exhibit B. and including:

- Demolition of existing structures;
- Removal of underground oil tank;
- Removal of asbestos;
- Utility disconnection;
- Excavation;
- Fill and rough grading of demolition areas;
- Filling, grading, removal and installation of utility services, installation of roads, sidewalks, driveways, walkways, curbs and gutters, parking lot(s); and all other site work as may be required in connection with the development and associated parking, and alterations to public rights of way;
- Construction and installation of all other improvements as may be required in order to comply with the Approved Plans which incorporate the zoning ordinances, building codes, and any other applicable rules and regulations identified in Exhibit B;

(l) "Project Completion Date" means the date of completion of the Project, which shall be no later than March 1, 2025.

(m) "Project Plan" means the Project Plan for the City of Mequon Tax Incremental District No. 5, as may be amended from time to time.

(n) "Tax Increment" means the amount of tax collected from the Property and the Building and Site Improvements to be constructed on the Property by Owner/Developer, and the personal property installed or located on the Property which is subject to personal property tax (the "Personal Property"), less the Tax Increment Base, as

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calculated with reference to and in accordance with the provisions of Section 66.1105 (2)(i) through (m) of the Wisconsin Statutes.

(o) "Tax Increment Base" means the amount of tax collected on the equalized value determined as of January 1, 2023, of the Property.

(p) "TIF District" or "TID No. 5" means City of Mequon Tax Increment District No. 5.

2. Conditions Precedent: Owner/Developer's Obligations. In addition to all other conditions and requirements set forth in this Agreement, the obligations of the City under this Development Agreement are conditioned upon the satisfaction of each and every one of the following conditions:

(a) At its cost, Owner/Developer has provided Fast Track Improvements Cost Breakdown estimates to the City, in the form as shown on Exhibit D, certified by Owner/Developer and the General Contractor as presenting the then most accurate and complete Fast Track Improvements Cost Breakdown available, and which will demonstrate that estimated Fast Track Improvements Costs are $100,000.00.

(b) Owner/Developer has, at its cost, provided the City with a timetable for completion of the Project.

(c) Prior to the execution of this Agreement, Owner/Developer shall provide the City with evidence satisfactory to the City that Owner/Developer is authorized to enter into this Agreement and that the persons signing this Agreement on behalf of Owner/Developer are authorized to sign this Agreement. Prior to the execution of this Agreement, Owner/Developer, at its cost, shall provide a certified copy of its articles of organization, operating agreement and its resolutions and a certificate of status issued by the Wisconsin Department of Financial Institutions. Such formation documents and resolutions must be acceptable to the City and must show a state of facts as to ownership, management and control acceptable to the City.

(d) Prior to the execution of this Agreement, Owner/Developer shall provide a certificate of incumbency and resolutions or consents of its board, all of which resolutions and consents shall show that Owner/Developer has been duly authorized to enter into this Agreement and all other agreements, documents and contracts required to be executed by it in connection with the transactions which are the subject of this Agreement.

(e) No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this Agreement.

If all conditions contained in this Section are satisfied within the time periods for satisfaction of such conditions as set forth above or if such conditions are waived in writing by the City within the time periods for satisfaction of such conditions as set forth above, of if the City fails to disapprove or object to any of the deliverables furnished by or performance of Owner/Developer as to such conditions within ten (10) business days of receipt by the City, then the above conditions shall be deemed satisfied. The City shall issue a certificate (the "Certificate") confirming that all

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of the above Conditions Precedent have been satisfied or waived, which can be relied on to confirm that the obligations in this Section have been satisfied. If the City shall timely disapprove or object to the deliverables or performance of Owner/Developer specifying the reason(s) for which the matter is not satisfactory to the City, Owner/Developer shall have ten (10) business days to cure by resubmission of satisfactory deliverables or performance. In the event Owner/Developer does not timely resubmit or the resubmission is unsatisfactory to the City, the City, at its option, exercised in its reasonable discretion, may terminate this Agreement, by providing written notice to the Owner/Developer as provided herein, in which event, none of the parties to this Agreement shall have any further liability or obligation to the other parties; provided, however, Owner/Developer shall pay all costs and expenses incurred by the City, up to a total amount of $10,000, in connection with the Project and the preparation and negotiation of this Development Agreement, including without limitation, attorneys' fees and the fees of the City's outside financial consultant.

3. Representations and Warranties and Covenants of Owner/Developer. Owner/Developer represents and warrants to the City to the best of its knowledge, and covenants with the City as follows:

(a) All copies of preliminary cost estimates, and final costs of the Fast Track Improvements and agreements related to them, which Owner/Developer has furnished to the City are true and correct in all material respects. There has been no material adverse change in the cost estimates of the Fast Track Improvements since the date of the last cost estimate furnished by Owner/Developer to the City.

(b) Owner/Developer has paid, and will pay when due, all property taxes on the Property prior to any such taxes becoming delinquent.

(c) Owner/Developer will pay for all work performed and materials furnished for the Required Offsite Improvements, which upon completion, final inspection and acceptance by the City, shall be dedicated to the City, or State of Wisconsin, as applicable. City confirms this Required Offsite Improvements work is not subject to any public bidding requirements, but that Owner/Developer's contractor shall provide notice to the City 3 days prior to commencement of that work, in order to allow the City to inspect the work.

(d) No statement of fact by Owner/Developer contained in this Agreement and no statement of fact furnished or to be furnished by Owner/Developer to the City pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading at the time when made.

(e) Owner/Developer is a duly organized Wisconsin limited liability company and is duly formed and validly existing and has the power and has or will have all necessary licenses and permits to own the Property and to carry on its business at the Property.

(f) The execution, delivery and performance of this Agreement have been duly authorized by all necessary board action of Owner/Developer and constitute the valid and binding obligations of Owner/Developer enforceable in accordance with their terms,

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subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.

(g) The execution, delivery, and performance of Owner/Developer's obligations pursuant to this Agreement will not violate or conflict with Owner/Developer's formation documents nor will the execution, delivery, or performance of Owner/Developer's obligations pursuant to this Agreement violate or conflict with any law applicable to Owner/Developer or the Project.

(h) There is no litigation or proceeding pending or threatened against or affecting the Project or Owner/Developer's interest in the Development.

(i) No default, or event which with the giving of notice or lapse of time or both would be a default, exists under this Agreement.

(j) Prior to completion of the Project Owner/Developer will not sell, transfer or convey the Property except to an Affiliate who shall take title subject to this Agreement. This shall not prevent the mortgaging of the Property.

(k) Construction of Project shall commence not later than the date required by the Planning Commission or permitting listed in the Approved Plans. The building on the Property will be deemed completed upon occurrence of all of the following: a certificate of occupancy is issued by the appropriate governmental authorities for all spaces intended to be occupied in the building.

(l) Owner/Developer will cause the Project to be completed in conformance and compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all zoning and land division laws, rules, regulations and ordinances, all building codes and ordinances of the City and County, all environmental laws, rules, regulations and ordinances, and all terms and conditions of this Agreement.

(m) The Owner/Developer understands that the permitted uses for the Development are as enumerated in the designated zoning district of the City of Mequon for the Property, and agrees to use the Development in compliance with this zoning and the Planned Unit Development ordinance.

(n) The representations and warranties contained herein shall be true and correct at all times during the term of this Agreement.

4. Covenants of City. The City covenants with the Owner/Developer as follows:

(a) City will expeditiously provide to Owner/Developer and its lenders such information as is reasonably requested by them. City will provide Owner/Developer's lender(s) such estoppel certificates and other assurances as may be reasonably requested of City.

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(b) The City shall cooperate with Owner/Developer throughout the development of the Project and shall promptly review and/or process all submissions and applications as expeditiously as possible, taking into account applicable laws, rules, regulations and ordinances.

(c) Subject to the verification of the costs incurred by Developer/Owner for the Fast Track Improvements (as defined herein) in accordance with section 4(d)(vii) below, the City, through TID No. 5 shall provide the Fast Tract Incentive to the Owner/Developer to offset part or all of the site repair and demolition costs (the "Fast Track Improvements"), as indicated and described in the Fast Track Improvements Cost Breakdown appended to this Agreement as Exhibit D, in the manner provided herein, and subject to the following terms, conditions and procedures.

i. In the event Owner/Developer completes construction of the Project in the time and manner required herein, the City agrees that this Agreement shall constitute a Municipal Revenue Obligation under the terms contained herein (the "MRO"), in the amount of the Fast Track Incentive. The total amount of the Fast Track Incentive shall be calculated using the total project gap, defined to be the "Base Improvement Value" (as shown on Exhibit D) plus the Owner/Developer's actual costs of completing the Fast Track Improvements. The total Fast Track Incentive currently available is $808,500 based upon an estimated Completion Value and Completion Date of the Development being $4,800,000.00. The total Fast Track Incentive shall be paid from Available Tax Increment in annual installments equal to 100% of the Available Tax Increment in accordance with the payment schedule attached hereto as Exhibit H (the "MRO Repayment Schedule"). The obligation to make such payments shall terminate as provided in section 4(d)(vi) and (viii) below, or at the earlier of the end of the currently remaining life of TID No. 5, the date the full Fast Track Incentive has been paid to Owner/Developer, or as provided in Section 12 below. The Municipal Revenue Obligation shall not bear interest, and shall be a project cost of TID No. 5.

ii. In addition to the logs and reports to be provided to the City pursuant to section 2(h), Owner/ Developer will provide notice to the City when the Project site excavation is complete and before the excavation is refilled, to allow the City to verify the amount of excavation and condition of the soils.

iii. Payments on the Municipal Revenue Obligation shall be payable solely from the TID No. 5 Special Fund, and only to the extent that the City shall have received as of such payment date Available Tax Increment generated by the Property and the Personal Property, and no MRO Default shall have occurred, and shall not be an obligation of or a charge against the City's general credit or taxing power.

iv. After the Project Completion Date, for Available Tax Increment paid by Owner/Developer and collected by the City in the year in which the tax bill is generated or by the following July 31st, the payment date for the Municipal Revenue Obligation shall be September 1st. By way of example, if the Project shall be completed and the Personal Property fixtures and equipment installed and fully assessable on or before January 1, 2024, then the tax bill generated in December 2024 and paid by

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Owner/Developer on or before July 31, 2025, will result in a Fast Track Incentive payment to Owner/Developer on September 1, 2024. All obligations for payment of the Municipal Revenue Obligation shall terminate with the end of the final year of TID No. 5 as provided in Section 66.1105, Wisconsin Statutes, or may be sooner terminated as provided in accordance with this section 4 or Section 12 below.

v. Owner/Developer understands and agrees that the Municipal Revenue Obligation of City hereunder will be payable only to the extent that there exists Available Tax Increment as defined herein and generated pursuant to Section 66.1105, Wisconsin Statutes with respect to the Property and Personal Property, and no MRO Default has occurred under this Agreement, and will never represent or constitute general obligation debt or bonded indebtedness of the City, the State of Wisconsin or any political subdivision, all pursuant to the provisions of Section 66.1105, Wisconsin Statutes.

vi. To satisfy in full the City's obligations under the Municipal Revenue Obligation, the City shall have the right to prepay the outstanding balance of the Municipal Revenue Obligation at any time. The prepayment option is available to provide the City the option of early termination of TID No. 5.

vii. Upon completion of the Fast Track Improvements, Owner/Developer will provide to the City's independent financial consultant under a confidentiality agreement all contracts, costs, books and records pertaining to the Project as a whole, and for the Fast Track Improvements to verify actual Project and Fast Track Improvements costs incurred. City assumes no obligation to Owner/Developer for the sufficiency or adequacy of such reviews, it being acknowledged that such reviews are made for the sole and separate benefit of City. Any and all notes and copies of records made by or on behalf of the City related to such reviews shall be treated as confidential to the full extent permitted by law. The fact that City may make construction reviews shall in no way relieve Owner/Developer from its duty to independently ascertain that the construction of the Project is being completed substantially in accordance with the approved Plans.

viii. If the total Project costs actually incurred by Owner/Developer for the Project taken as a whole, including the Personal Property, are less than $4,760,000, then the Owner/Developer shall not qualify for the Fast Track Incentive, In such case, City and TID No. 5 shall be under no obligation to provide the Fast Track Incentive to Owner/Developer, City shall provide Owner/Developer notice of the termination of this obligation, the Guaranteed Tax Increment obligation in section 12 below shall terminate, and the Tax-Exempt Covenant in section 11 below shall terminate.

ix. Notwithstanding this above, and as illustrated in the MRO Payment Schedule, with the exception of the final annual payment, no annual payment of the Fast Track Incentive (a "Scheduled Payment") may exceed 100% of the Available Tax Increment generated by the Property and the Personal Property, charged on the real and personal property tax bill issued in the prior year (the “100% Limit”). Therefore, if there is insufficient Available Tax Increment in any year to pay the Scheduled Payment out of 100% of the Available Tax Increment, the deficiency shall be deemed a “Shortfall”. If in a later year, 100% of the Available Tax Increment is greater than the regularly Scheduled

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Payment, the amount in excess of the Scheduled Payment but not exceeding the 100% Limit, shall be paid to Owner/Developer for the oldest Shortfall first, to the extent such amounts are available and until all Shortfalls are paid. The final year payment shall be a balloon payment equal to the total amount outstanding amount of the Fast Track Incentive less any payments made pursuant to the terms of this Agreement, provided that the total Available Tax Increment collected over the term of this Agreement is sufficient to cover the amount of the Fast Track Incentive. Under no circumstance shall the City pay more to the Owner/Developer than the total amount of Available Tax Increment generated by the Project and collected by the City during the term of this Agreement.

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

(a) Owner/Developer shall fail to pay any amounts due from it under this Agreement on or before thirty (30) days following notice of nonpayment when due; or

(b) Any representation or warranty made by Owner/Developer in this Agreement, or any document or financial statement delivered by Owner/Developer pursuant to this Agreement, shall prove to have been false in any material respect as of the time when made or given and not curable; or

(c) Owner/Developer shall breach or fail to perform timely or observe timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following notice thereof from City to Owner/Developer (or such longer period of time as is necessary to cure the default as long as Owner/Developer has commenced the cure of the default within the 30-day period, is diligently pursuing the cure of the default and as long as the default is cured not later than 120 days following the notice thereof from the City); or

(d) Owner/Developer shall: (i) become insolvent or generally not pay, or be unable to pay, or admit in writing its/his inability to pay, its/his debts as they mature; or (ii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its/his assets; or (iii) become the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or (iv) have a petition or application filed against it/him in bankruptcy or any similar proceeding, or have such a proceeding commenced against it/him, and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or Owner/Developer shall file an answer to such a petition or application, admitting the material allegations thereof; or (v) apply to a court for the appointment of a receiver or custodian for any of its/his assets or properties, or have a receiver or custodian appointed for any of its/his assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after his appointment; or (vi) adopt a plan of complete liquidation of its/his assets; or

(e) If Owner/Developer shall cease to exist; or

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(f) A default shall occur under any other documents executed with and delivered to the City in connection with the Project, and remain uncured within 60 days following notice thereof from the City.

6. Remedies.

(a) Upon the occurrence of any Default by Owner/Developer, without further notice, demand or action of any kind by the City, the City may, at its option, pursue any or all of the rights and remedies available to the City at law and/or in equity against Owner/Developer and/or the Project, except that, as provided in Paragraph 6(b) below, the City shall only have the right to suspend performance of any of its obligations or covenants under this Agreement and/or to terminate this Agreement, as stated therein. Except as may be otherwise specifically set forth herein, no remedy herein conferred upon the City is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity. No failure or delay on the part of the City in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy. Notwithstanding any of the foregoing authorizations, the City shall have no duty or obligation whatsoever with respect to any of the matters so authorized.

(b) Notwithstanding anything contained herein to the contrary, acknowledging that the remedy of stopping payment to Owner/Developer or its permitted assigns, of amounts otherwise due it under the MRO is a heavy penalty which should not be invoked for a small and immaterial default, or a material, but curable default provided Owner/Developer is diligently pursuing a cure of the default, the parties hereto agree that no default hereunder shall result in the termination of the City's obligations to pay the Fast Track Incentive under the MRO except for a MRO Default, which shall be defined as a default under the provisions of Paragraph 6(a) above regarding warranties or representations which are not curable, or a default of the Tax-Exempt Covenant or under the Guaranteed Tax Increment below, which are not paid within 30 days after notice from the City. Except for an MRO Default, no default shall cause the termination or postponement of the City's obligation to perform any one or more of its obligations under the MRO including, but not limited to, any payment obligations on the MRO. In the event of an MRO Default, the City may immediately with only concurrent, but not prior notice to Owner/Developer, suspend its obligation to make any further payments on the MRO. Further, the termination of City's obligation to make payments under the MRO shall not terminate City's obligation to reimburse Owner/Developer for the City Owned Improvements provided that Owner/Developer satisfies all requirements with respect to same.

7. Costs. All reasonable fees, costs and expenses incurred by the City, including that for City staff time and attorneys and consultant's fees, expended and incurred in connection with the negotiation, preparation and drafting of this Agreement, and all documents and agreements executed in connection therewith, as well as the inspection and approval of all deliverables relating to authority, and any other considerations necessary to creation of this Development Agreement, which are required to be provided the City, shall be paid by Owner/Developer in an amount not to

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exceed $10,000. Said amount shall not include, and shall be in addition to amounts which Owner/Developer shall be obligated to pay for plan reviews, permitting, and inspections which shall be separately charged by the City at the usual and customary rates. The Owner/Developer shall pay all costs and expenses associated with the enforcement of the City's rights against Owner/Developer under this Agreement, including without limitation the enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving Owner/Developer. Any and all such fees, costs and expenses incurred by the City which are to be paid by the Owner/Developer, shall be paid by Owner/Developer to the City within 30 days of demand by the City.

8. City's Right to Cure Default. In case of failure by Owner/Developer to pay any fees, assessments, charges or taxes arising with respect to the Project or to comply with the terms and conditions of this Agreement or any other document, contract or agreement affecting the Project, the City shall have the right, but shall not be obligated, to pay such fees, assessments, charges or taxes or take such action as is necessary to remedy the failure of Owner/Developer to comply with the documents, contracts or agreements affecting the Project, and, in that event, the cost thereof shall be payable by Owner/Developer to the City.

9. Parking. Owner/Developer understands and agrees that it shall be Owner/Developer's obligation to provide adequate parking for the Project complying with all applicable laws, rules, regulations and ordinances, and in conformity with the site plan which is included within the Approved Plans.

10. Signage. All signage installed at the Project, both during construction and after completion of the Project, must comply with all applicable laws, rules, regulations and ordinances, and shall conform to the sign plan included in the Approved Plans. All signage shall be maintained, repaired and replaced as necessary to ensure it remains in good order by Owner/Developer at its expense.

11. Real Estate Taxes and Assessments.

(a) Owner/Developer agrees to pay before delinquent all generally applicable real and personal property taxes assessed and levied against the Property and the Personal Property by the City under its applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time. Nothing in this Agreement shall impair any statutory rights of the City with respect to the assessment, levy, priority, collection and/or enforcement of real estate and personal property taxes.

(b) In addition, Owner/Developer agrees to pay timely to the City all special assessments as may be assessed or levied in connection with the Project under the applicable special assessment laws, rules, regulations, ordinances and rates in effect at the time said special assessments are assessed or levied, but any special assessments or charges to be paid in connection with the initial construction of the Project are as shown on Exhibit E.

(c) Owner/Developer agrees that it will not sell, lease, assign or otherwise transfer or convey any interest in the Property to a person or entity exempt from general

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property taxation or in a manner which would cause all or any portion of the Property to be exempt from general property taxation (the "Tax-Exempt Covenant"). The provisions of the Tax-Exempt Covenant shall be included in the Memorandum of Development Agreement which is attached hereto as Exhibit F, which Tax-Exempt Covenant will run with the land and will be binding upon the Owner/Developer and the Property and/or lessee and/or mortgagee of all or any portions of the Property, and their successors and assigns, but only until the earlier of the expiration of the currently remaining term of TID No. 5, or the date on which the full Fast Track Incentive amount has been paid to Owner/Developer. In the event a court finds this Tax-Exempt Covenant is not valid or enforceable or if for any reason the Tax-Exempt Covenant is terminated, then Owner/Developer and its successors and assigns shall make a payment in lieu of taxes to the City, equal to the amount of taxes that would be due if the Property or owner was not tax exempt, but if Owner/Developer pays the Differential Payment required in Paragraph 12 below, no amount shall be due hereunder.

12. Guaranteed Tax Increment. Owner/Developer guarantees that the equalized value of the Property plus Personal Property will be not less than the Completion Value in and for tax year 2026 and each subsequent year thereafter, such guaranty ending with the earlier of (i) the expiration of the currently remaining term of the TID No. 5, (ii) the date on which the full Fast Track Incentive amount has been paid to Owner/Developer, or (iii) the termination of this Agreement. In the event the equalized value of the Property and the Personal Property fails to meet the Completion Value in any year following the Completion Date during the term of this Agreement, as a result of an Unrepaired Casualty as defined below, or in the event the equalized value falls below the minimum eligibility for the Fast Track Incentive program for any reason other than Unrepaired Casualty, then this Agreement shall terminate if the Owner/Developer fails to make any Differential Payment required below. An “Unrepaired Casualty” shall be defined to exist if the Property and Personal Property are damaged in a material amount by a casualty, and Owner/Developer has not rebuilt the improvements and restored the personal property to a combined equalized value of at least the Completion Value, within 12 months after the date of loss. Owner/Developer covenants to keep the Property and Personal Property insured under commercially reasonable policy or policies of insurance in amounts adequate to pay for the rebuilding in the event of a total loss of the insured improvements and personal property. However, if Owner/Developer does build the improvements with an equalized value of at least the Completion Value as of the Project Completion Date, and, other than in the case of an Unrepaired Casualty, the equalized value in any subsequent year covered by this Agreement shall be less than the Completion Value in any given tax year, City shall submit a bill to Owner/Developer, for the differential in such tax year ("Differential Payment"). The Differential Payment shall be equal to the amount the City would have billed Owner for real and personal property taxes assessed and levied against the Property and the Personal Property in a given year had the Completion Value been achieved less the actual property taxes assessed and levied against the Property and the Personal Property for the year. Such a billing shall be submitted to Owner/Developer by the City Treasurer by December 31st of the relevant tax year and shall be paid in full by Owner/Developer, without interest thereon, by March 31st of the following year. If not fully paid when due, the amount remaining unpaid on and after April 1st of the following year shall accrue interest at the statutory rate prescribed for delinquent real and personal property taxes until fully paid.

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13. Indemnification. Owner/Developer hereby indemnifies, defends, covenants not to sue and holds the City (which for the purposes of this paragraph includes the persons/entities referenced in Paragraph 18 below) harmless from and against all loss, liability, damage and expense, including attorneys' fees, suffered or incurred by the City in any way in connection with the Project, including without limitation: (a) the failure of Owner/Developer or its contractors, subcontractors, agents, employees, or invitees to comply with any environmental law, rule, regulation or ordinance, or any order of any regulatory or administrative authority with respect thereto; (b) any release by Owner/Developer or its contractors, subcontractors, agents, employees, or invitees of petroleum products or hazardous materials or hazardous substances on, upon or into the Project; (c) any and all damage to natural resources or real property or harm or injury to persons resulting or alleged to have resulted from any failure by the Owner/Developer and/or its contractors, subcontractors and/or agents to comply with any law, rule, regulation or ordinance or any release of petroleum products or hazardous materials or hazardous substances as described in clauses (a) and (b) above; (d) any material violation by Owner/Developer at the Project or on the Property of any environmental law, rule, regulation or ordinance; (e) claims arising under the Americans With Disabilities Act, and any other laws, rules, regulations or ordinances; (f) the failure by Owner/Developer to comply with any term or condition of this Agreement; (g) injury to or death of any person at the Project; injury to any property caused by or at the Project; and (h) the failure of Owner/Developer to maintain, repair or replace, as needed, any portion of the Project. The terms "hazardous substances" means any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances" under any applicable federal or state or local laws or regulations.

14. Fire and Safety Hazards. Owner/Developer agrees to construct the Project in conformance with all fire and safety standards specified by applicable law.

15. Nondiscrimination. The City and Owner/Developer agree that Owner/Developer shall not use the Project in a manner to permit discrimination or restriction on the basis of race, creed, ethnic origin or identity, color, gender, religion, marital status, familial status, age, handicap or national origin, and that the construction and operation of the Project shall be in compliance with all federal, state, and local laws, rules, regulations and ordinances relating to discrimination or any of the foregoing, and any lease for any portion of the Project will include this obligation.

16. No Personal Liability. Under no circumstances shall the City, or any officer, official, director, attorney, employee or agent of the City have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

17. City Authorization. The execution of this Agreement by the City was authorized by Resolution No. [INSERT] of the Mequon Common Council adopted on November 14, 2023, which also authorized the City Attorney and City Director of Community Development to finalize the wording of this Agreement, the exhibits hereto, and the documents required herein, and authorized the parties signing below to sign the Agreement and related agreements, on behalf of the City.

18. Miscellaneous.

Attachment: Refresh Incentive DA (RESOLUTION 4088 : Refresh Aesthetic TID No 5 Incentive)

(a) Except as otherwise specifically set forth herein, the respective rights and liabilities of City and Owner/Developer under this Agreement are not assignable or delegable, in whole or in part, without the prior written consent of the other party. The provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

(b) No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the City and Owner/Developer, and then only to the extent specifically set forth in writing, but the City Attorney and City Director of Community Development are authorized to approve non-substantive and non-material changes to this Agreement, the exhibits and the agreements required herein, without further City Council Action.

(c) All agreements, representations, warranties, covenants, liabilities and obligations made in this Agreement and in any document delivered pursuant to this Agreement shall survive the execution and delivery of this Agreement.

(d) All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer of the person entitled to such notice, if hand delivered, or (ii) two business days following deposit in the United States mail, postage prepaid, or with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, airbill prepaid, or (iii) upon transmission if by facsimile, and each such communication or notice shall be addressed as follows, unless and until any of such parties notifies the other in accordance with this Paragraph of a change of address:

If to the City:

City of Mequon, Wisconsin
11133 North Cedarburg Road
Mequon, WI 53092
Attention: City Administrator

With a copy to:

City Attorney
Community Development Director
Public Works Director

If to the Owner/Developer:

DJS Land Management, LLC
10404 North Pine Ridge Circle
Mequon, WI 53092

(e) This Agreement and the documents executed pursuant to this Agreement contain the entire understanding of the parties with respect to the subject matter hereof.

Attachment: Refresh Incentive DA (RESOLUTION 4088 : Refresh Aesthetic TID No 5 Incentive)

There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth in this Agreement and the documents executed in connection with this Agreement. This Agreement and the documents executed in connection herewith supersede all prior negotiations, agreements and undertakings between the parties with respect to the subject matter hereof. All Exhibits referenced herein are attached hereto and incorporated herein by this reference. The City Attorney and City Director of Community Development have the authority to replace exhibits to this Agreement with updated exhibits initialed by the Owner/Developer and the City, as updated versions of those exhibits are approved by both parties. It is intended that Exhibit B, the List of Approved Plans, will be modified by City staff to add to the list other Plans as they are approved by the City.

(f) This Agreement is intended solely for the benefit of Owner/Developer and the City, and no third party (other than successors and permitted assigns) shall have any rights or interest in any provision of this Agreement, or as a result of any action or inaction of the City in connection therewith. Without limiting the foregoing, no approvals given pursuant to this Agreement by Owner/Developer or the City, or any person acting on behalf of any of them, shall be available for use by any contractor or other person in any dispute relating to construction of the Project.

(g) This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Wisconsin applicable to contracts made and wholly performed within such state.

(h) This Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. Facsimile signatures shall be deemed original signatures for all purposes of this Agreement.

(i) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement in such jurisdiction or affecting the validity or enforceability of any provision in any other jurisdiction.

(j) Nothing contained in this Agreement or any other documents executed pursuant to this Agreement, shall be deemed or construed as creating a partnership or joint venture between the City and Owner/Developer or between the City and any other person, or cause the City to be responsible in any way for the debts or obligations of Owner/Developer or any other person. Owner/Developer further represents, warrants and agrees, for itself and its successors and permitted assigns, not to make any assertion inconsistent with their acknowledgment and agreement contained in the preceding sentence in the event of any action, suit or proceeding, at law or in equity, with respect to the transactions which are the subject of this Agreement and this paragraph may be pleaded and construed as a complete bar and estoppel against any assertion by or for Owner/Developer and its successors and permitted assigns, that is inconsistent with its acknowledgment and agreement contained in the preceding sentence.

Attachment: Refresh Incentive DA (RESOLUTION 4088 : Refresh Aesthetic TID No 5 Incentive)

(k) Time is of the essence of each and every obligation or agreement contained in this Agreement.

(l) If any party is delayed or prevented from timely completing construction of the Project, by reason of fire, earthquake, war, flood, riot, strikes, labor disputes, governmental restrictions, judicial order, public emergency, or other causes beyond the control of the party obligated to perform, performance of such act shall be excused for the period of such delay and the time for the performance of any such act shall be extended for a period equivalent to such delay.

(m) This Development Agreement shall terminate upon the latest to occur of the following: (i) the conveyance of the City Owned Improvements to the City; (ii) the completion of the Project as described above; (iii) receipt by the City of all payments it is entitled to pursuant to this Development Agreement; (iv) the receipt by Owner/Developer of all payments it is entitled to pursuant to this Development Agreement and the MRO.

(n) This Agreement shall be recorded in the office of the Register of Deeds of Ozaukee County, Wisconsin, prior to the recording of any other mortgage on the Project, it being understood by the parties that until termination of this Agreement as set forth above, this Agreement will run with the land and will be binding upon the Property and the Project and any Owner/Developer and/or lessee and/or mortgagee of all or any portions of the Property and the Project and their successors and assigns.

(o) Nothing contained in this Agreement is intended to or has the effect of releasing Owner/Developer from compliance with al1 applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

(p) All financial reports and information required to be provided by Owner/Developer to the City under this Agreement shall be provided to the City's outside financial consultant for review on behalf of the City.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Attachment: Refresh Incentive DA (RESOLUTION 4088 : Refresh Aesthetic TID No 5 Incentive)

Dated at Mequon, Wisconsin this ____ Day of November, 2023.

CITY OF MEQUON

_____
Andrew Nerbun, Mayor

_____
Caroline Fochs, Clerk

STATE OF WISCONSIN)
)SS
OZAUKEE COUNTY)

Personally came before me, this _____ day of November, 2023, the above named Andrew Nerbun, Mayor and Caroline Fochs, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____

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

Approved as to form:

_____
Brian C. Sajdak, City Attorney

Attachment: Refresh Incentive DA (RESOLUTION 4088 : Refresh Aesthetic TID No 5 Incentive)

OWNER/DEVELOPER:

DJS Land Management, LLC

By: DJS Land Management, LLC

By:_____
, its Managing Member

STATE OF WISCONSIN)
)SS
COUNTY)

Personally came before me, this _____ day of November 2023, the above named _____, as the managing member of DJS Land Management, LLC, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____

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

Attachment: Refresh Incentive DA (RESOLUTION 4088 : Refresh Aesthetic TID No 5 Incentive)

EXHIBIT A: Property Location

Attachment: Refresh Incentive DA (RESOLUTION 4088 : Refresh Aesthetic TID No 5 Incentive)

EXHIBIT B: Approved Plan Set

Attachment: Refresh Incentive DA (RESOLUTION 4088 : Refresh Aesthetic TID No 5 Incentive)

EXHIBIT C: INTENTIONALLY BLANK

Attachment: Refresh Incentive DA (RESOLUTION 4088 : Refresh Aesthetic TID No 5 Incentive)

EXHIBIT D: Fast Track Improvement Costs & Formula

Attachment: Refresh Incentive DA (RESOLUTION 4088 : Refresh Aesthetic TID No 5 Incentive)

EXHIBIT E: Special Assessments

None Contemplated at this time.

Attachment: Refresh Incentive DA (RESOLUTION 4088 : Refresh Aesthetic TID No 5 Incentive)

EXHIBIT F: MOU of Development Agreement

Attachment: Refresh Incentive DA (RESOLUTION 4088 : Refresh Aesthetic TID No 5 Incentive)

EXHIBIT G: INTENTIONALLY BLANK

Attachment: Refresh Incentive DA (RESOLUTION 4088 : Refresh Aesthetic TID No 5 Incentive)

EXHIBIT H: MRO Repayment Schedule

Series 2023 Initial Payment Schedule

September 1, 2026	The Scheduled Payment (100% of the Available Tax Increment)
September 1, 2027	The Scheduled Payment (100% of the Available Tax Increment)
September 1, 2028	The Scheduled Payment (100% of the Available Tax Increment)
September 1, 2029	The Scheduled Payment (100% of the Available Tax Increment)
September 1, 2030	The Scheduled Payment (100% of the Available Tax Increment)
September 1, 2031	The Scheduled Payment (100% of the Available Tax Increment)
September 1, 2032	The eligible unpaid balance of the Fast Track Incentive (Not to exceed $808,500 in total payments)

Attachment: Refresh Incentive DA (RESOLUTION 4088 : Refresh Aesthetic TID No 5 Incentive)

TIF Incentive Application

Contact Information for Applicant for TIF Incentive:
Company Name: DJS Land Mgt LLC
Principal / Agent Name: Jon Sagrillo
Address: 10404 N Pine Ridge Circle, Mequon state: WI zip: 53092
Agent
Signature: [signature]

(provide proof of authorization to sign on behalf of company) - Applicant must show control of proposed sites or owner authorization to apply

State status of partnership between company and property owner:_____

Contact Information for Property Owner:
Project Property Location: 10404 N Port Washington RD, Mequon WI 53092
Project Property Name: Refresh Aesthetic Center
Property Owner Name: Jon & Dawn Sagrillo
Address: 10404 N Port Washington RD state: WI zip: 53092
Property Owner Signature: [signature]
(provide proof of authorization to sign on behalf of company)

Provide Detailed project plan:

- Site and building design or development and operational plan, expected completion date 3/1/25
- Is the project proposed to be phased? If so, describe.
- Property Assessments of Improvements (provide copies)
- Project Pro Forma/value with detailed costs – Overall Budget
- Three competitive bids on authorized eligible improvements reimbursable by TIF
- Use attached TIF Incentive Calculation to demonstrate compliance and provide detailed documentation of values/costs shown in formula
- Provide documentation from lending firms regarding availability of funds – Personal Fin Statement

Please schedule a meeting with staff for submission of your application. An agreement will be drafted, signed and recorded to detail payment structure and timing for project completion. Contact us at 262.2362902.

Application Fee: NA

Attachment: Refresh TID Application (RESOLUTION 4088 : Refresh Aesthetic TID No 5 Incentive)

Potential TIF Expenses DRAFT:

Item 1	**Demolition of restaurant and garage:**	
	$52,000 – Great Lakes Excavating	$ 52,000
	$76,000 – Wondra Construction	
	$77,615 – Veit Construction	
Item 2	**Removal of oil tank under ground**	
	$8,000 – Sigma Environmental	$ 8,000
	$9,000 – North Shore Environmental	
Item 3	**Removal of Asbestos in 9 windows**	
	Advanced Asbestos Removal Inc	$ 2,585
Item 4	**Various Site Expenses**	
	WE Energies Gas disconnect	$ 1,500
	WE Energies Electric disconnect	$ 500
	Demo permit	$ 500
	Erosion Control permit	$ 500
	Supervision, Mgt, General Conditions	$ 6,000
	Over Head &Profit	$ 10,000
	Cap sewer & water	$ 5,000
	TOTAL:	$ 86,585
Item 5	Excavation of property	
	TBD	

Tier 2		
Base Improvement Value	$	237,000
Site Repair and Demo	$	100,000
Gap	$	337,000
New Building Value	$	4,800,000
15% Incentive	$	720,000
Total Incentive	$	1,057,000
Annual Tax Amount Est.	$	40,000
Payback Length		26.43

DESIGN 2 CONSTRUCT DEVELOPMENT CORP.
ESTIMATE

Project Name:	Refresh Aesthetic
Project Location:	Mequon WI
Date:	Wednesday, October 18, 2023
Estimator:	JBH
Square Footage:	8,764
Weeks:	52

Div. #	Job Code	Division & Sub-Division	10/17/2023	Notes
2		**SITE CONSTRUCTION**	**$ 386,346**	
	2130	Asbestos (& Lead) Testing	$ 2,580	
	2220	Building & Site Demolition	$ 88,000	Includes Tree & Brush Removal
	2230	Tree Clearing & Grubbing	$ -	
	2310	Site Grading	$ 60,250	
	2315	Excavating & Backfilling	$ 29,000	
	2510	Site Water	$ 60,490	
	2530	Site Sanitary Sewer	$ 11,000	
	2630	Site Storm Sewer	$ 34,516	
	2741	Paving & Surfacing	$ 42,365	
	2770	Concrete Curb & Gutter	$ 23,450	
	2775	Site Concrete	$ -	
	2810	Irrigation System	$ -	Not Included
	2820	Fences & Gates	$ 5,925	
	2905	Landscaping	$ 28,770	
3		**CONCRETE**	**$ 198,275**	
	3300	Cast in Place Concrete	$ 198,275	
4		**MASONRY**	**$ 386,226**	
	4200	Block, Modular Brick & Thin Veneer Stone	$ 386,226	
5		**METALS**	**$ 363,000**	
	5100	Structural Steel	$ 363,000	
6		**WOOD & PLASTICS**	**$ 293,172**	
	6060	Lumber	$ 5,263	
	6100	Rough Carpentry	$ 32,992	
	6200	Finish Carpentry	$ 62,335	
	6220	Millwork / Crown Molding	$ 800	
	6240	Casework and Countertops	$ 191,782	
	6416	Granite Tops	$ -	Included above
7		**ROOFING, THERMAL & MOISTURE PROTECTION**	**$ 113,718**	
	7100	Waterproofing	$ 2,849	
	7210	Building Insulation	$ -	In Steel Stud Framing
	7400	Corrugated Metal Siding	$ -	
	7430	Aluminum Composite Panel Siding	$ -	
	7450	Longboard Siding, Soffit, Fascia	$ 44,694	
	7500	Rubber Roofing	$ 58,675	
	7900	Joint Sealers / Caulking	$ 7,500	
8		**DOORS & WINDOWS**	**$ 310,924**	
	8100	Hollow Metal Frames, Wood Doors, Hardware	$ 55,709	
	8415	Aluminum Entrances, Windows, Glass, & Storefronts	$ 255,215	
9		**FINISHES**	**$ 595,287**	
	9110	Steel Stud Framing & Drywall	$ 393,690	
	9250	Gypsum Board	$ -	
	9310	Ceramic Tile	$ 18,825	
	9510	Acoustical Ceiling Tile	$ 40,139	
	9620	Stained / Polished Concrete Floors	$ -	Not Included
	9640	Wood Flooring / Rubber Flooring/ Turf	$ -	
	9650	Resilient Flooring	$ 43,202	
	9653	Resilient Base	$ 6,400	
	9672	Special Flooring- Decorative Quartz	$ -	Not Included

Attachment: Refresh TID Application (RESOLUTION 4088 : Refresh Aesthetic TID No 5 Incentive)

DESIGN 2 CONSTRUCT DEVELOPMENT CORP.

ESTIMATE

Div. #	Job Code	Division & Sub-Division	10/17/2023	Notes
	9680	Carpeting	$ 18,300	
	9700	Wall Finishes	$ -	
	9720	Wall Covering (Allowance)	$ 5,000	
	9770	FRP Board	$ 130	
	9910	Painting	$ 69,600	
10		**SPECIALTIES**	**$ 4,116**	
	10120	Tackboard & Visual Aid Boards	$ -	Not Included
	10160	Toilet Partitions	$ -	
	10262	Wall & Corner Guards	$ -	Not Included
	10321	Fireplaces & Stoves	$ -	Not Included
	10350	Flag Poles	$ -	Not Included
	10430	Exterior Signage	$ -	Not Included
	10505	Lockers	$ -	Not Included
	10522	Fire Extinguishers	$ 686	
	10525	Knox Box	$ 550	
	10536	Awnings	$ -	Not Included
	10552	Mailboxes	$ -	Not Included
	10810	Toilet & Bath Accessories	$ 2,880	
11		**EQUIPMENT**	**$ -**	
	11010	Central Vacuum System	$ -	Not Included
	11425	Hood & Ventilation Equipment	$ -	
	11160	Loading Dock Equipment	$ -	
12		**FURNISHINGS**	**$ -**	
	12485	Floor Mats	$ -	By Owner
	12490	Window Shades	$ -	By Owner
13		**SPECIAL CONSTRUCTION**	**$ -**	
	13121	Metal Building	$ -	
	13700	Security Access & Surveillance	$ -	By Owner
	13851	Fire Alarm System (Allowance)	$ -	Included in Electrical
14		**CONVEYING SYSTEMS**	**$ 115,000**	
	14200	Elevators	$ 115,000	
	14600	Cranes & Hoists	$ -	
15		**MECHANICAL**	**$ 344,637**	
	15400	Plumbing	$ 211,900	
	15500	Fire Protection	$ 49,000	
	15600	H.V.A.C.	$ 83,737	
16		**ELECTRICAL (no WE Energies included)**	**$ 216,989**	
	16001	Electrical	$ 216,989	
	17001	**ARCHITECTURAL COSTS**	**$ 90,000**	
	17002	**ENGINEERING: GEOTECHNICAL, STRUCTURAL, CIVIL, etc.**	**$ 63,060**	
	17003	**PERMITS, LOCAL FEES & WE ENERGIES ALLOWANCE**	**$ 20,200**	
1		**GENERAL CONDITIONS**	**$ 252,138**	
		SUB TOTAL	**$ 3,753,088**	
	5%	**Contractor Fee**	**$ 187,654**	
	0.85%	**General Liability Insurance**	**$ 31,901**	
	5%	**Contingency**	**$ 187,654**	
		GRAND TOTAL	**$ 4,160,298**	
	PARTIAL LIST OF OWNER DIRECT COST ITEMS			

Attachment: Refresh TID Application (RESOLUTION 4088 : Refresh Aesthetic TID No 5 Incentive)

DESIGN 2 CONSTRUCT DEVELOPMENT CORP.
ESTIMATE

Div. #	Job Code	Division & Sub-Division	10/17/2023	Notes
	1	Phone, Internet & Data Systems / Audio Visual System / Security System / Access Systems		
	2	WE Energies costs		
	3	Furniture and furnishings design, fees, cost and installation.		
	4	Relocation or moving costs		
	5	Signage design, cost and installation.		
	6	Municipal impact fees, bonds, etc.		
	7	Approvals from a licensing authority including but not limited to Health Department and DNR		
	8	Builder's risk insurance.		
	9	Work related to unsuitable or wet soil remediation		
	10	De-watering and pumping (To be performed on T&M)		

Attachment: Refresh TID Application (RESOLUTION 4088 : Refresh Aesthetic TID No 5 Incentive)

PNC HEALTHCARE

October 12, 2023

Dawn & Jon Sagrillo
DJS Management LLC
10404 N PINE RIDGE CIR
Mequon WI 53092

Dear Dawn and Jon,

It has been an absolute joy working with you as the plans to build your new location in Mequon is quickly making its way to becoming a reality in 2024.

As your trusted financial partner, we have diligently been reviewing your plans and financials. Over the last year, our credit and real estate teams have had several meetings regarding this project and are confident in our ability to provide our expertise and monitoring of the project.

We have been waiting on just a few items for the project, which is required to complete the underwriting package. However, based on our initial review of the financials, of which we have a complete package at this time, our initial review does not give us any concern as to your financial health, your strength in your leadership in operating the business, or give us pause as to your expansion goals.

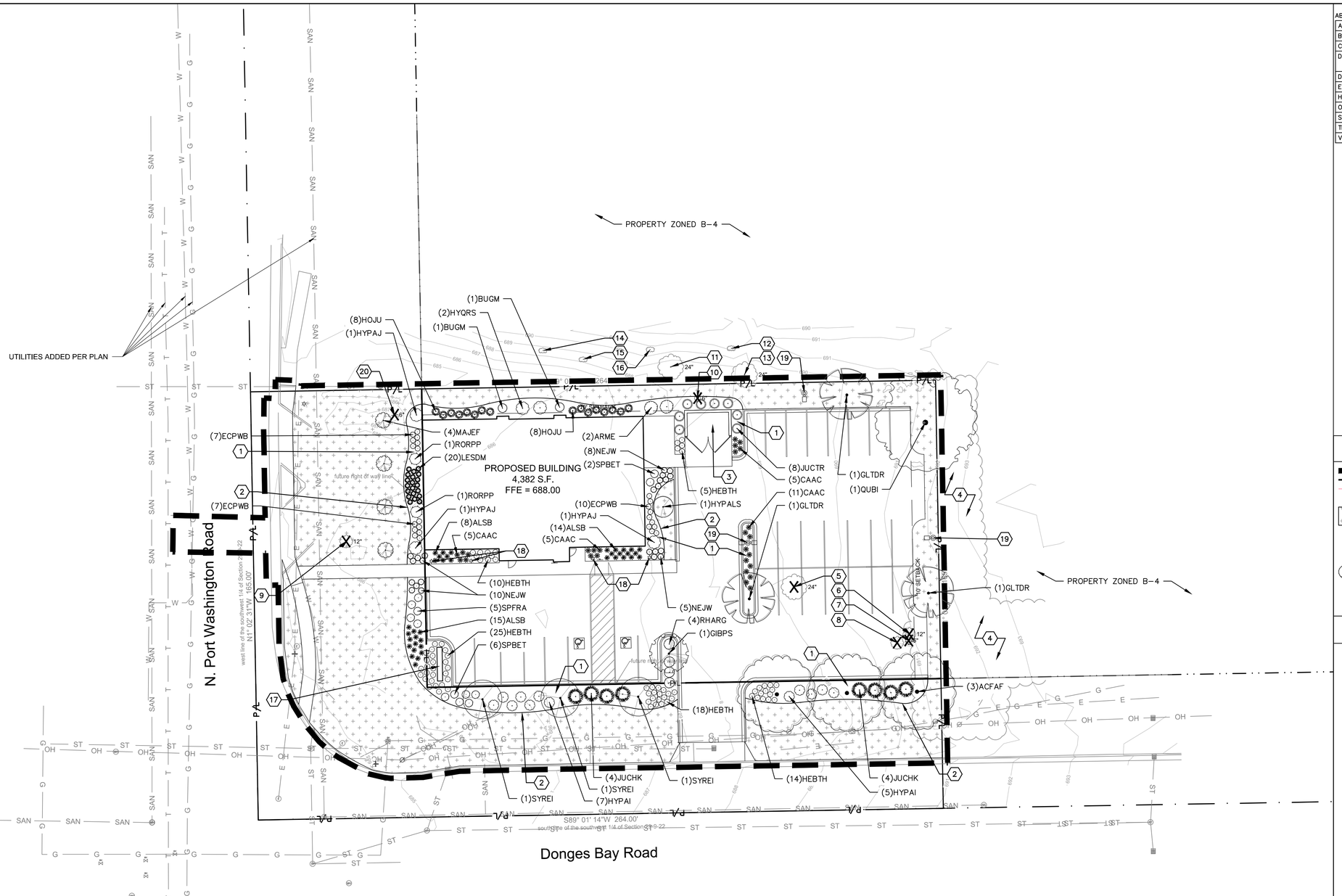
I do need to note that underwriting must provide the final adjudication of this request, which we anticipate receiving within the next 30-45 days, depending on how quickly I can obtain some necessary information on the building, given recent updates.

We are confident in our partnership as your local bank and if the City of Mequon has any questions as to our commitment, please feel free to reach out to me and I'm happy to share my excitement with them.

Sincerely,

Heather Nill
Vice President – Healthcare Business Banking
414-530-1925
Heather.Nill@PNC.com

Attachment: Refresh TID Application (RESOLUTION 4088 : Refresh Aesthetic TID No 5 Incentive)



INFORMATION SHOWN ON THIS DRAWING IS BASED ON THE ARCHITECTURAL SITE PLAN COMPLETED BY OTHERS. THE LANDSCAPE ARCHITECT MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY AND COMPLETENESS OF THE BASE INFORMATION. THE LOCATION OF EXISTING SITE UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR IN THE FIELD. NOTIFY THE ARCHITECT WHEN THERE ARE CONFLICTS BETWEEN EXISTING UTILITIES AND PROPOSED TREES, SHRUBS AND PERENNIALS. ADJUST PLANT LOCATIONS TO AVOID EXISTING UTILITIES AS DIRECTED BY THE ARCHITECT. ALL INFORMATION SHOWN ON THE DRAWINGS SHALL BE FIELD VERIFIED BY THE CONTRACTOR.

LANDSCAPE SHEET INDEX

L101 SITE LANDSCAPE PLAN
L201 PLANT SCHEDULE, CALCULATIONS & LANDSCAPE DETAILS
L202 SITE LANDSCAPE NOTES

ABBREVIATIONS

ABBREVIATION	FULL WORDS
B&B	Balled and burlapped
CAL.	Caliper
DBH	Diameter at breast height (Tree trunk diameter measured 4' above finish grade)
DIA.	Diameter
EX.	Existing
HTT	Height to tip
O.C.	On center
SQ. FT. –or– SF	Square feet
TR	Tree
VIF	Verify in the field

DIGGERS HOTLINE
Dial 811 or (800)242-8511
www.DiggersHotline.com

HATCH LEGEND

PROJECT LIMITS
P/L PROPERTY LINE
EASE EASEMENT LINE

AREAS DISTURBED BY CONSTRUCTION TO BE RESTORED WITH MINIMUM 4" TOPSOIL, LAWN GRASS SEED, FERTILIZER, AND MULCH (TYP). USE SALVAGED TOPSOIL OR IMPORT TOPSOIL IF REQUIRED. (2 / L202)

(10)HEPM — PLANT "CODE" REFERENCES TO THE PLANT SCHEDULE
QUANTITY OF PLANTS IN THE PLANT GROUPING
LEADER LINE
PLANT SYMBOL (SYMBOL VARIES)

KEY INDEX

1	SHREDDED HARDWOOD MULCH	6 / L201
2	ALUMINUM EDGING AT PLANTING BED	7 / L201
3	DUMPSTER ENCLOSURE (SEE ARCHITECTURAL PLANS)	
4	EXISTING VEGETATION (TO REMAIN)	
5	EXISTING 24" DBH BOXELDER (TO BE REMOVED)	
6	EXISTING 12" DBH BOXELDER (TO BE REMOVED)	
7	EXISTING 6" DBH BOXELDER (TO BE REMOVED)	
8	EXISTING 12" DBH BOXELDER (TO BE REMOVED)	
9	EXISTING 12" DBH ROYAL RED MAPLE (TO BE REMOVED)	
10	EXISTING 6" DBH BOXELDER (TO BE REMOVED)	
11	EXISTING 24" DBH BOXELDER (TO REMAIN)	
12	EXISTING 10' TALL MUGO PINE (TO REMAIN)	
13	EXISTING 24" DBH BOXELDER (TO REMAIN)	
14	EXISTING 5' TALL MUGO PINE (TO REMAIN)	
15	EXISTING 6' TALL MUGO PINE (TO REMAIN)	
16	EXISTING 8' TALL MUGO PINE (TO REMAIN)	
17	MONUMENT SIGN	
18	BOLLARD LIGHT (SEE SITE LIGHTING PLAN FOR OFFICIAL LOCATIONS)	
19	LIGHT POLE (SEE SITE LIGHTING PLAN FOR OFFICIAL LOCATIONS)	
20	EXISTING 6" DBH ARBORVITAE (TO BE REMOVED)	

kapur
788 N. Jefferson Street, Ste 900
Milwaukee, Wisconsin 53202
kapurinc.com

PROJECT:
REFRESH AESTHETIC CENTER - MEQUON

LOCATION:
1040 N. PORT WASHINGTON ROAD
MEQUON, WI 53092

CLIENT:

RELEASE:
PLAN COMMISSION SUBMITTAL

REVISIONS:

#	DATE	DESCRIPTION

NORTH ARROW:

SCALE: 1" = 20'
0 10 20 40

SEAL:

all in

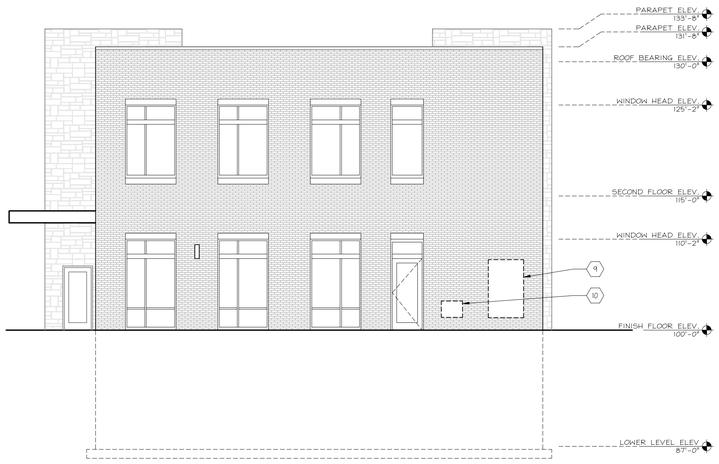
SHEET:
SITE LANDSCAPE PLAN

PROJECT MANAGER:	BB
PROJECT NUMBER:	230622.01
DATE:	08/09/2023

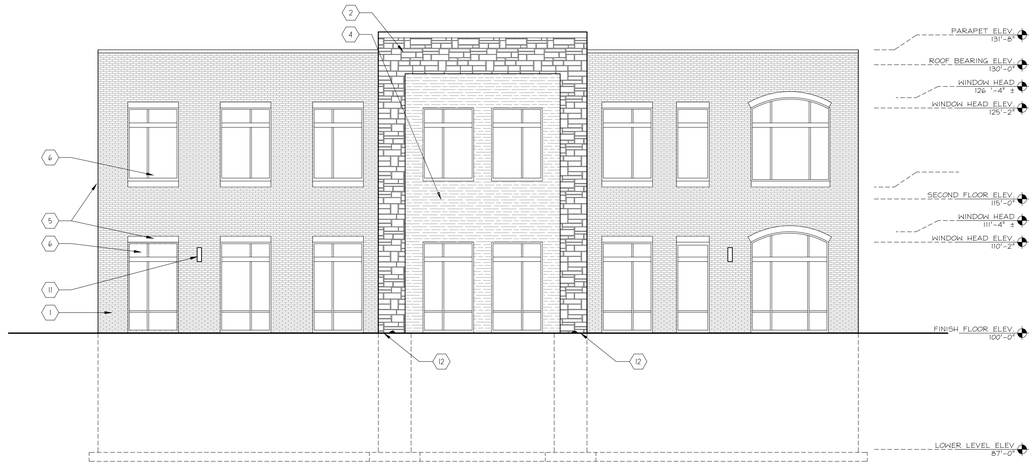
SHEET NUMBER:
L101

Attachment: Refresh Landscape Plan (RESOLUTION 4088 : Refresh Aesthetic TID No 5 incentive)

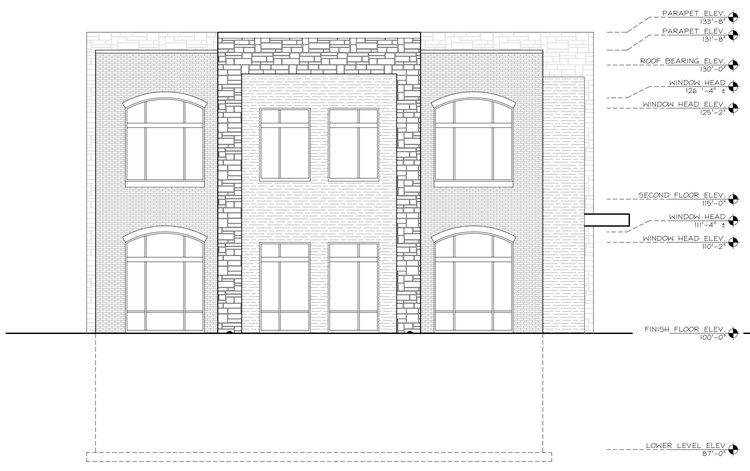
FILENAME: S:_SiteDsgn\Design 2 Construct\230622 Refresh Aesthetic Center Mequon\Design\L101 – SITE LANDSCAPE PLAN.dwg



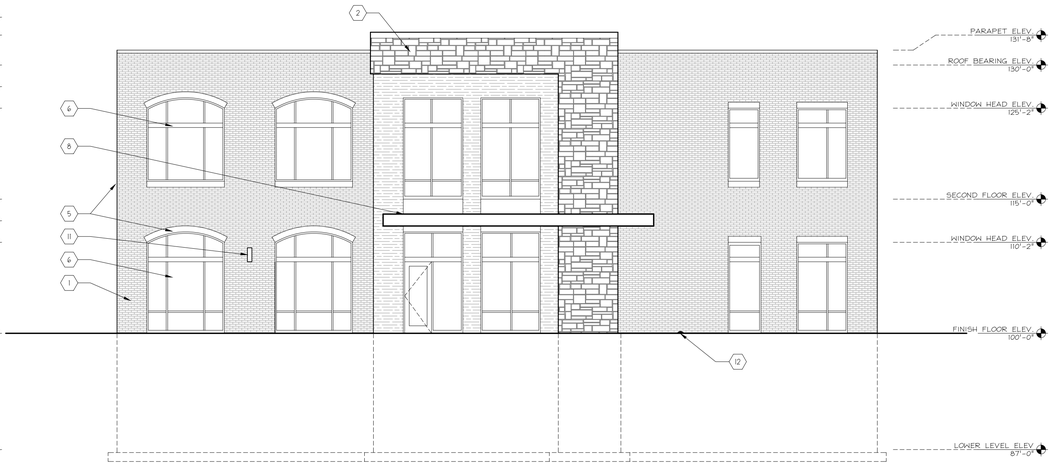
4 EAST ELEVATION
SCALE: 1/8" = 1'-0"



2 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



3 WEST ELEVATION
SCALE: 1/8" = 1'-0"



1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

EXTERIOR MATERIALS:

1 MODULAR FACE BRICK.
GLEN GERY "EBONITE SMOOTH"

2 THIN VENEER STONE
HALQUIST STONE "MIDDLETON"

3 NOT USED

4 LONGBOARD ALUMINUM WOOD LOOK SIDING
"TABLE WALNUT"

5 STONE SILL / HEADER
TO MATCH "MIDDLETON"

6 ANNODIZED ALUMINUM WINDOW W/ TINTED INSULATED GLAZING
FINISH "BLACK"

7 ANNODIZED ALUMINUM ENTRY W/ TINTED INSULATED GLAZING
FINISH: BLACK

8 DECORATIVE METAL CANOPY
FINISH "BLACK"

9 ELECTRIC PANEL

10 GAS METER

11 DECORATIVE LIGHT FIXTURE
UP DOWN ACCENT

12 LANDSCAPE WALL WASH LIGHT FIXTURE

DESIGN 2 CONSTRUCT
DEVELOPMENT CORPORATION
N173 W21010
NORTHWEST PASSAGE WAY
JACKSON, WI 53037
PHONE 262.677.9933
FAX 262.677.9934
info@design2construct.com

BUILDING DESIGN FOR:
REFRESH AESTHETIC CENTER
10404 N. PORT WASHINGTON RD.
MEQUON, WI 53092

SHEET TITLE
EXTERIOR ELEVATIONS

REVISIONS

PROJECT DATA
DATE 09.29.2023
JOB NO. 23-00101
SET USE PLAN COMMISSION
FILE NAME H1-A4.0
DRAWN BY MVH
SHEET NO.
A4.0

Attachment: BUILDING ELEVATIONS (RESOLUTION 4088 : Refresh Aesthetic TID No 5 incentive)

11333 N. Cedarburg Road
Mequon, WI 53092
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 14, 2023**
SUBJECT: **RESOLUTION 4089 A Resolution Approving an Intergovernmental Agreement Between the City of Mequon and the Frank L. Weyenberg Library, in Connection with Relocation of the District 3 Polling Site Beginning in 2024**

Background

At the conclusion of the July 18, 2023, Special Election, the District 3 polling site informed City staff of an extensive renovation project they are undertaking and that it will be unable to host elections on their campus for at least 18 months. This is the Trinity Lutheran Church, 10729 W. Freistadt Road, and located within Alderman Mayr's district (District 3). Staff is appreciative of the generosity the church has displayed over the years in offering their time and use of the facility, and the advance notice allows time to consider site options, create a relocation plan, and provide proper notice to the residents who vote in this district.

Analysis

In choosing a location it is important to consider proximity to the district it is serving, the designated facility's distance to parking, handicap accessibility, security, ability to ensure adequate parking during high turnout elections, and the type of facility (i.e., public vs. private). At the Public Welfare Committee meeting on September 12, members were presented with several options and recommended the Frank L. Weyenberg Library (Library). The Library is located within District 3 for voters' convenience, and voting will take place in the Tolzman Community Room which is just inside the main doors.

Fiscal Impact

The cost of moving this location would include notification to all registered voters in the district via postcard at an estimated $525, which has been included in the 2024 Election Budget.

Recommendation

A recommendation is forthcoming from the Public Welfare Committee on November 14, 2023.

Attachments:
Library - IGA for voting as approved by City Attorney (DOCX)
D3 Map (DOCX)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4089

A Resolution Approving an Intergovernmental Agreement Between the City of Mequon and the Frank L. Weyenberg Library, in Connection with Relocation of the District 3 Polling Site Beginning in 2024

RECITALS

A. The City of Mequon residents in District 3, Wards 6-8 currently vote on election day at Trinity Lutheran Freistadt Church, located at 10729 W. Freistadt Road.

B. This location is undergoing an extensive expansion which will not allow elections to continue to be held at this location.

C. The City of Mequon must relocate the District 3 polling site.

D. The Frank L. Weyenberg Library located at 11345 N. Cedarburg Road is in District 3 and has agreed to host elections.

E. The City and the Weyenberg Library have negotiated an Intergovernmental Agreement ("IGA") to outline the terms and conditions upon which the City would utilize the facility.

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

1. The Intergovernmental Agreement with the Weyenberg Library in the form attached hereto is approved, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

_____
Approved by: Andrew Nerbun, Mayor

Date Approved: November 14, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on November 14, 2023.

Caroline Fochs, City Clerk

This Intergovernmental Agreement ("IGA") is entered into by and between the City of Mequon, Wisconsin ("City") and the Frank L. Weyenberg Library ("Library"), Mequon, Wisconsin

1. For the purpose of:

    a. Allowing the City of Mequon to establish and occupy a polling site within the Library, specifically in the Tolzman Community Room and adjoining break room.

    b. Establishing the dates of usage.

    c. Establishing the hours the City will have access for delivery and setup of equipment required to conduct the election, and restoring the room to its original configuration once the election is complete.

2. It is understood that:

    a. The Tolzman Community Room and adjoining break room will be available to the City to administer elections. The Library will make available an adequate number of tables and chairs needed.

    b. The specified rooms in the Library will be available to the City:
        i. Even-numbered years: The third Tuesday of February, the first Tuesday in April, the second Tuesday in August and the first Tuesday after the first Monday in November.
        ii. Odd-numbered years: The third Tuesday of February and the first Tuesday in April.
        iii. The Library will make every effort to make the Tolzman Community Room and adjoining break room available to the City for any unscheduled special primaries and elections.

    c. The polling site will be set up by City of Mequon DPW staff no earlier than 9:00 am on the Monday prior to election day and return the room to its original configuration no later than 12:00 pm on the Wednesday following election day.
        i. All materials needed for the election will be returned to City Hall, with no permanent storage at the Library.
        ii. The Library will ensure the Tolzman Community Room remains locked once setup is complete through the time the election equipment is removed and returned to City Hall.

Attachment: Library - IGA for voting as approved by City Attorney (RESOLUTION 4089 : Relocation of District 3 Polling Site)

3. It is further understood that:

   a. No payment is required of the City by the Library to host elections.

   b. Snow and ice removal is the responsibility of the City.

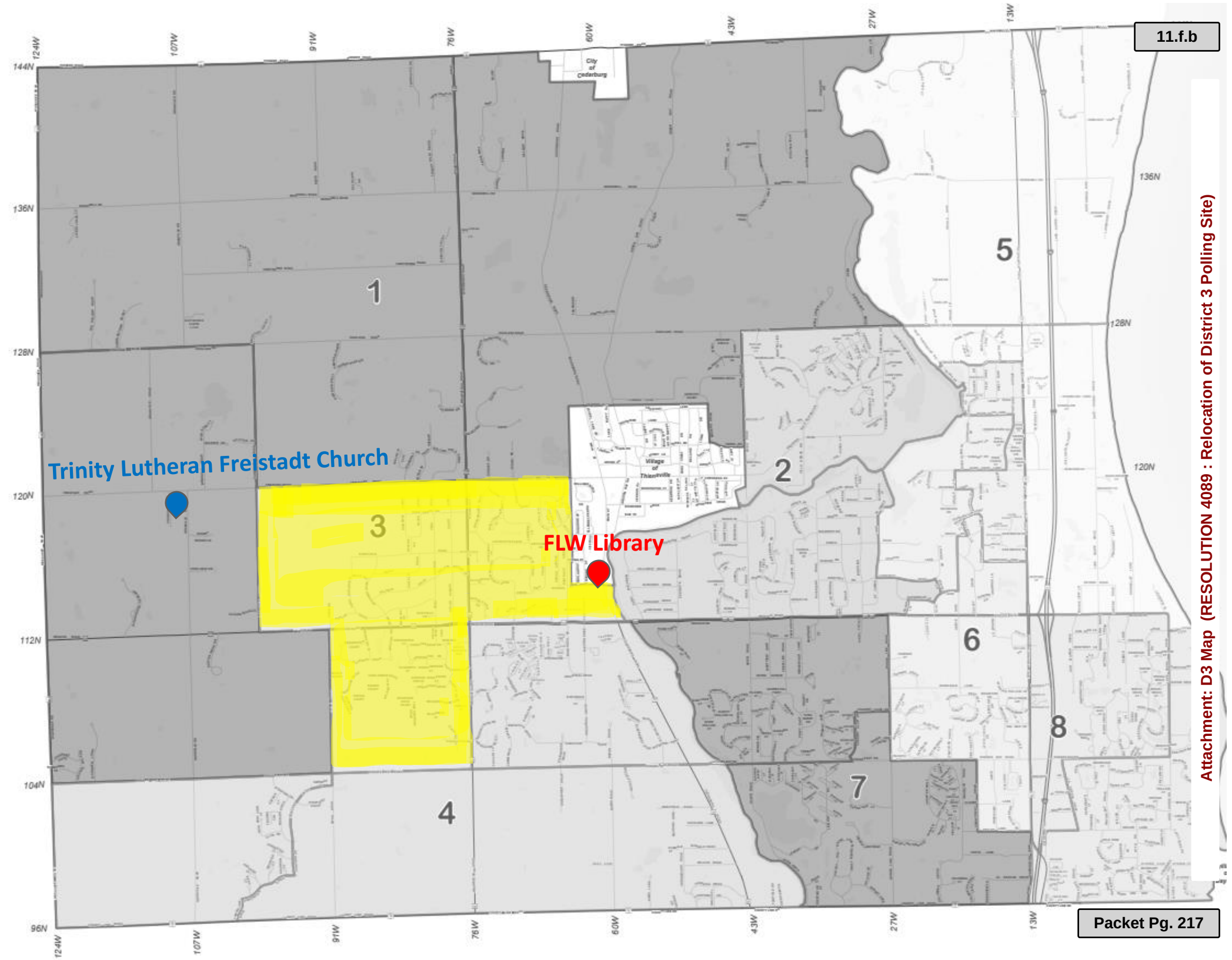
   c. In order to ensure the safety of voters, all parties to the IGA agree to adhere to the confidentiality expectations as outlined by the Wisconsin Elections Commission.

In consideration of the Library providing the space for a polling site, the City agrees to indemnify the Library from and against all liability arising from injuries sustained by poll workers, voters, or City staff on the property while conducting election duties or election activities. However, nothing contained within this IGA is intended to be a waiver or estoppel of the City or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law for municipal entities, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the City or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

This serves as the complete agreement by the parties listed and may be amended only by written agreement signed by each of the parties involved. Either party may discontinue the use of the facility by providing a minimum of 180 days' notice in writing to the other party.

CITY OF MEQUON	FRANK L. WEYENBERG LIBRARY
Andrew Nerbun, Mayor	Rachel Muchin-Young, Library Director
ATTEST:	
Caroline Fochs, City Clerk	Date

Attachment: Library - IGA for voting as approved by City Attorney (RESOLUTION 4089 : Relocation of District 3 Polling Site)



Attachment: D3 Map (RESOLUTION 4089 : Relocation of District 3 Polling Site)

11333 N. Cedarburg Road
Mequon, WI 53092
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 6, 2023**
SUBJECT: **RESOLUTION 4090 A Resolution Authorizing Execution of a Memorandum of Understanding Between the City of Mequon and the Wisconsin Elections Commission, Regarding the Purchase and Use of Electronic Poll Books**

Background
On October 2, 2023, the Wisconsin Election Commission distributed an email requesting that all municipalities currently using electronic poll books (Badger Books) sign a Memorandum of Understanding (MOU), a copy of which is attached.

Analysis
The City of Mequon (City) has used Badger Books since 2019, when it purchased enough units to service one polling site. This was a pilot project to gauge effectiveness and efficiencies. In early 2023, the program was expanded, and Badger Books were purchased for all polling sites.

Summarily, the proposed MOU specifies how the certified equipment should be used on election day; checking in voters, processing election day registrations and absentee ballots, and who should have access to administer such processes. The agreement also outlines that the Wisconsin Election Commission will provide continued free access to the Badger Books software, as well as ongoing software support, maintenance, troubleshooting and training. Lastly, the MOU stipulates that the City will ensure only authorized access to the software, attend and provide necessary training, conduct upgrades to the software in a timely fashion and use best practices as it relates to computer security. The MOU will remain in place as long as the City continues the use of Badger Books.

Although it is ideal to sign an MOU prior to the purchase and use of new equipment, staff has no objection to the conditions contained within the MOU, as the City is already in compliance with provisions of the agreement.

Fiscal Impact
No fiscal impact.

Recommendation
A recommendation is forthcoming from the Public Welfare Committee on November 14, 2023.

Attachments:
Badger Book_MOU Final V1.02 (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4090

A Resolution Authorizing Execution of a Memorandum of Understanding Between the City of Mequon and the Wisconsin Elections Commission, Regarding the Purchase and Use of Electronic Poll Books

RECITALS

A. The American Rescue Plan Act (ARPA) was passed in 2021, which provided the City of Mequon with $2.55 million in funding from the Federal Government.

B. The Common Council approved Resolution 3993 on November 9, 2022, in which an ARPA funding plan was established, and the purchase of electronic poll books was authorized.

C. Staff purchased the necessary electronic poll books (Badger Books) in February 2023 for use at all City of Mequon polling sites.

D. The Wisconsin Elections Commission, being the developer of Badger Books, supports and manages the software and hardware needed to access WisVote, the statewide election management and voter registration system.

E. The Wisconsin Elections Commission requires execution of the attached Memorandum of Understanding, which outlines the purchase, use, and best practices of the products.

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

1. The Memorandum of Understanding between the City of Mequon and the Wisconsin Elections Commission concerning the purchase and use of electronic poll books is approved.

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

_____
Approved by: Andrew Nerbun, Mayor

Date Approved: November 14, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on November 14, 2023.

Caroline Fochs, City Clerk

Memorandum of Understanding

By and Between

City Mequon

(Badger Book User, Name of Municipality, County)

And

Wisconsin Elections Commission

This Memorandum of Understanding (hereinafter referred to as the "MOU") is effective as of the last date of signature affixed hereto, and is entered into by and between the Badger Book User City of Mequon in Ozaukee County, Wisconsin, Administrator/Chair Andrew Nerbun, Mayor ("Municipal User"), Address 11333 N. Cedarburg Road, and the Wisconsin Elections Commission ("Commission"), 201 West Washington Avenue, Madison, WI 53703 for the purpose of detailing the parties' obligations pertaining to the Badger Books electronic poll book and associated software.

Whereas, the Wisconsin Elections Commission authorized the development of an electronic poll book system in 2017 to be used in polling places in the state on election day. The "Badger Book" is electronic poll book software that is specific to Wisconsin elections practices and statutes. The Badger Book is the only electronic poll book software created with, and given the necessary permissions to have, direct integration to WisVote, the statewide election management and voter registration system.

Whereas, the Badger Book will only be supported and allowable on a limited set of hardware selected by the Commission, which is defined as Approved Hardware herein.

Whereas, Municipal User seeks to participate in the Badger Book program and utilize the electronic poll book software created by the Commission.

Therefore, the parties hereby resolve and agree they will mutually comply with the following terms of this MOU.

Attachment: Badger Book_MOU Final V1.02 (RESOLUTION 4090 : MOU for Badger Books)

I. Scope

A. Badger Book Software: The Badger Book is primarily used by Municipal Users to check in voters, process absentee ballots, and register voters on election day. The Badger Book, and associated operating system, drivers, and other components, is used to maintain the voter number and count independent of poll worker input. Each process was chosen and designed based on feedback provided by clerks and poll workers from across the state, and the Commission welcomes continued feedback from the Municipal User. After election day, a data file generated from the Badger Book is used to upload election participation and Election Day Registration information into the Commission's WisVote system. Regardless, each party to this MOU retains the independent custodial and recordkeeping responsibilities required under Wis. Stat. Chapter 19, and other provisions of law. The software utilized to operate the Badger Book will only be that approved by the Commission for use, as conveyed to the Municipal user ("Approved Software"). The sunsetting, movement to an updated version, or prohibition of use, of current Approved Software will be ordered within the sole discretion of the Commission.

B. Badger Book Hardware: One Badger Book station includes the main terminal computer with a touch screen for electronic signature capture, a wireless mouse, a wireless keyboard, a barcode scanner, a case of thermal printer paper, and a printer that can either be integrated into the terminal base column or as a stand-alone printer. Additionally, a router and a specific USB flash drive (a/k/a memory stick) must be purchased by Municipal User for each polling place. The router facilitates secure communication locally between the Badger Book machines. The USB drive is used to transfer data from an internet-connected computer to the Badger Book server machine, and this is the only method that may be employed by Municipal User to transfer this critical information.

   i. The Badger Book is currently supported on the HP ElitePOS 141 Point of Sale retail terminal, and this is the only Commission-approved hardware for use with Badger Book software.

   ii. Additional hardware may be approved by the Commission at a future date. This MOU will not be nullified or otherwise invalidated by a Municipal User's purchase or use of new Badger Book hardware configurations approved by an affirmative vote of the Commission or otherwise authorized by Commission staff through formal, written notification to Municipal Users or public postings directed to elections officials ("Approved Hardware").

   iii. The sunsetting, or prohibition of use, of current Approved Hardware will be ordered within the sole discretion of the Commission. The Commission will use best efforts to plan, notify, and otherwise give advance notice to Municipal Users that a sunsetting of currently Approved Hardware is upcoming, so that Municipal Users will have time to prepare and budget for any required changes. The sunsetting or de-authorization of use for an Approved Hardware component/package will include, at a minimum, a loss of support for that hardware by the Commission or a future authorized support provider. The Commission may designate, in its exclusive discretion, a deadline at which the continued use of certain

Attachment: Badger Book_MOU Final V1.02 (RESOLUTION 4090 : MOU for Badger Books)

hardware may result in a loss of license to use the Badger Book software (*e.g.,* hardware poses a significant security risk, a sunsetting timeline has passed, etc.).

iv. Use of hardware with the Badger Book software, other than Approved Hardware, is prohibited. Use of unapproved hardware with the Badger Book may result in the Commission immediately or subsequently revoking Municipal User's license to the software. The Badger Book hardware should not be used with any non-Commission authorized software, applications, internet connected activities, or purposes not associated with the administration of elections.

II. Badger Book Software License

A. Badger Book is an on-premise software solution, which may be downloaded onto the Approved Hardware with the permission of the Commission staff, only after agreement to the terms provided within this MOU. Existing Municipal Users may be asked to retroactively agree to the terms of this MOU, and continued use is contingent upon such execution of these required terms.

B. The Commission grants to Municipal User, solely for the uses authorized herein, a nontransferable, nonexclusive, terminable, limited license to the Badger Book software. Municipal User shall prevent unauthorized access to the Badger Book software and municipal hardware. The Commission requires installation of antivirus and antispyware software on the Approved Hardware and other internet-connected hardware used for uploading the extracted data into WisVote.

C. The Badger Book software is licensed not sold to Municipal User. The Commission retains all rights, title, interest, and ownership over the software, as well as audit access to the Badger Book and licensed software therein.

III. Badger Book License Use Provisions

A. Municipal User shall not, and shall not permit any third-party to: i) reverse engineer, decompile, or disassemble the Badger Book software; ii) attempt in any other manner to obtain the source code; iii) create derivative works of, or make modifications to the Badger Book software; iv) grant use of the Badger Book to any user not approved by the Commission as detailed herein; v) otherwise grant unauthorized access or visibility to ancillary systems such as WisVote and its protected data and information; vi) use the Approved Hardware or Badger Book software shall only be in accordance with the intended purpose and no other systems or solutions shall be placed on or utilized on the hardware.

B. While some Approved Hardware may be enabled to have router connectivity, Municipal User shall only use that connectivity to allow the Approved Hardware (*i.e.,* Badger Books) to connect securely to each other within the polling place. **At no time should Approved Hardware ever be connected to the internet or any other network outside the polling place. Municipal User may wish to disable or otherwise block such functionality as it pertains to internet or outside connectivity.** Unauthorized connection of the Municipal User's Approved Hardware may result in loss of the user's license, or removal from the Badger Book program by the Commission.

IV. Software and Approved Hardware Delivery/Implementation/Use

A. Municipal User will purchase Approved Hardware through the Commission-authorized vendors. The vendor has been granted authority to download the

Attachment: Badger Book_MOU Final V1.02 (RESOLUTION 4090 : MOU for Badger Books)

Badger Book software onto the purchased units. Municipal User is responsible for attending baseline, introductory training prior to the first election cycle for which the Approved Hardware will be used.

V. **Allowance of Use and Program Requirements**

A. The Badger Book software license is provided to Municipal User free of charge. The only requirement for implementation and continued use is Municipal User compliance with the terms of this MOU. The joint obligations of the parties to this MOU include:

B. Commission Requirements

i. Provide continued and free access to the Badger Book software.

ii. Provide reasonable, free software support, maintenance, and troubleshooting. This will include upgraded support and response times within one week of an election, and in the two days following an election, contingent upon Municipal User's continued compliance with the Commission's software update schedule.

iii. Provide reasonable hardware troubleshooting support.

iv. Continue to seek third-party software/hardware support for Municipal Users, that can be purchased by the user off of a competitively-procured state contract.

v. Provide baseline, train-the-trainer user training on the Badger Book, at no expense, to the authorized staff of the Municipal User. This may be initially conducted by Commission staff, or another trainer authorized by the Commission.

C. Municipal User Requirements

i. Municipal Clerk and Deputy Clerk must remain certified and maintain required training hours every two years. Wis. Stat. § 7.15(1m) and Wis. Admin. Code EL 12.03(2).

ii. Authorized staff of the Municipal User, including but not limited to Municipal Clerk and/or designee, agree to attend introductory training provided by Commission staff or another trainer authorized by the Commission and provide such training to municipal election inspectors.

iii. An accurate user count of authorized municipal Badger Book users must be maintained, and that list shall be provided to the Commission upon request.

iv. Notification shall be given to the Commission each time new or additional Approved Hardware is purchased.

v. Municipal User must implement each required software update on all Badger Books in their possession, as required by the Commission, and on the schedule provided by the Commission. Non-compliance may result in revocation of the software license or removal from the program.

vi. All support requests to the Commission must be routed only through the Commission Helpdesk at Email: elections@wisconsin.gov or Phone: (608) 261-2028.

vii. The Badger Book shall be used, and elections must be conducted, in accordance with Wisconsin Statutes Chapters 5-10 and 12, as well as other applicable statutes, laws, and requirements placed on local

Attachment: Badger Book_MOU Final V1.02 (RESOLUTION 4090 : MOU for Badger Books)

elections officials and Municipal Users. Paper pollbook copies should be prepared and maintained as a backup to the Badger Book.

viii. If Municipal User is not a WisVote user ("Relier") and is part of an agreement with another jurisdiction to provide WisVote election system services, the provider ("WisVote Provider") must be a cosigner on this agreement. WisVote Providers are generally employees of the county in which the Relier is situated, but in some instances may be employees of another municipality.

ix. Municipal User shall immediately report all suspected and actual Badger Book/software security breaches, improper system access, and noncompliance with this MOU to the Commission.

VI. Terms and Conditions of Badger Book Software License/Use

A. Term: The term of this MOU, and the associated software license, are perpetual. Use and licensing of the software may be revoked by the Commission at any time for non-compliance with the terms of this MOU by the Municipal User. Revocation of a Municipal User's software license for reasons other than noncompliance requires ninety (90) days advance notice by the Commission. Municipal Users may withdraw from the Badger Book program at any time, but the Commission requests as much advance notice of potential or actual termination of program participation as possible. The Commission retains the right to require any reasonable withdrawal or return requirements associated with program participation and software usage.

B. Representations: Each party to this MOU has and will provide accurate, current, and complete information. The signatories of this agreement are duly authorized to bind the parties to the terms stated herein. The Commission will use best efforts to create software updates to address functionality and security, and the Municipal User must implement such updates. Neither party will use or develop the software to infringe upon the intellectual property rights of third parties.

C. Warranties: The Commission warrants that the Badger Book software will reasonably perform in accordance with program requirements and the purposes stated herein. Municipal User will only use the Badger Book software as authorized herein or as appropriate under the law. The Commission makes no warranty as to the performance or replacement of the Approved Hardware. Municipal User's sole recourse for hardware non-performance will be the manufacturer's warranty and similar guarantees. ALL OTHER WARRANTIES NOT DETAILED IN THIS MOU ARE DISCLAIMED AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY OTHER SIMILAR DAMAGES UNDER ANY THEORY OF LIABILITY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

D. Indemnification: The parties to this MOU will indemnify each other to the extent allowable under Wisconsin law.

E. Confidentiality: The Badger Book software, Approved Hardware, associated documentation, WisVote system, login credentials, and data within those systems are confidential under state and federal law, and to the extent they are not, are required to be kept confidential under the terms of this MOU. Municipal User shall maintain the confidentiality of each and all of those items to the greatest

Attachment: Badger Book_MOU Final V1.02 (RESOLUTION 4090 : MOU for Badger Books)

extent allowable by law. Industry best practices shall be employed when creating and maintaining passwords (*e.g.,* unique/lengthy/complicated passwords, updating of passwords, etc.). Furthermore, both parties shall maintain the confidentiality of any other information or data which the other party designates or which a party knows or has reason to believe is proprietary or protected, in at least the same manner as the party maintains the confidentiality of its own information ("Confidential Information"). Each party may use Confidential Information only as permitted hereunder. Neither party shall disclose or provide any Confidential Information to any third-party and shall take necessary measures to prevent any unauthorized disclosure by its employees, agents, contractors, or consultants including by completing appropriate individual nondisclosure agreements.

F. Amendment: Any term changes, amendments, or addenda to this MOU must be in writing, executed by both parties. Changes to the program, Badger Book software, or Approved Hardware may require an addendum, new MOU, or the formal attachment of items such as a technical specifications or security-based document.

Attachment: Badger Book_MOU Final V1.02 (RESOLUTION 4090 : MOU for Badger Books)

IN WITNESS WHEREOF, the parties have executed this MOU on the date shown below. The signatories hereto personally represent that this MOU is executed pursuant to legal authorization by the organizations on behalf of which they are signing.

BADGER BOOK USER

Signed Date

Andrew Nerbun

Printed name

Mequon

Municipality Name

WisVote Relier ☐

If yes, WisVote Provider must sign below:

WISVOTE PROVIDER

Signed Date

Printed name

WisVote Provider Name (County)

WISCONSIN ELECTIONS COMMISSION

Signed Date

Printed Name

Ozaukee

County Name

Attachment: Badger Book_MOU Final V1.02 (RESOLUTION 4090 : MOU for Badger Books)

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: **Jeremy Dandy, Engineering Technician**
DATE: **November 14, 2023**
SUBJECT: **RESOLUTION 4091 A Resolution Authorizing Execution of a Memorandum of Understanding Between the City of Mequon and the Village of Brown Deer, in Connection with Completing Design Services for a Portion of County Line Road in the Amount of $33,600**

Background

County Line Road is a multi-jurisdictional road that the City has worked with other jurisdictions to reconstruct over several years. County Line Road, by surface condition rating and resident inputs, is one of the most deteriorated roads in the City. The City of Mequon and the Village of Brown Deer share the section of County Line Road between North 52nd Street in Brown Deer (west of the Ozaukee Interurban Trail) to North Green Bay Road/North Cedarburg Road. The City and Village are both able to include this section in their 2024 Capital Improvement Plans to complete reconstruction work.

While the reconstruction will be accomplished as a pulverize and overlay project, additional design and analysis is required to provide proper drainage, address private property impacts, identify any utility conflicts, accommodate a potential widening for safety and/or bicycle lanes and to review the Village's desire to provide additional pedestrian and/or bicycle facilities on the south side of the road. At this time, staff is only requesting approval of the Memorandum of Understanding (MOU) for design services. Decisions regarding the final cross section of the roadway will be approved under a separate agreement.

Analysis

The City of Mequon and the Village of Brown Deer distributed a request for proposals (RFP) to eight consultants for design services. As of the RFP submittal deadline of October 20, 2023, the City and Village received six proposals, as follows:

Task	Viebicher	MSA	Kapur	raSmith	Clark Dietz	Ayres
1-Survey	$6,000	$8,000	$15,990	$8,692	$16,110	$11,880
2-Plan Design	$7,500	$16,800	$16,260	$28,264	$14,340	$27,930
3-Prepare Plans & Specs	$6,500	$12,000	$6,710	$20,758	$27,520	$41,700
4-Agency Coordination	$3,500	$5,500	$8,440	$7,349	$11,240	$16,845
5-Bidding Assistance	$2,400	$3,000	$1,780	$2,209	$3,260	$2,790
6-Meetings	$2,800	$4,000	$4,240	$5,732	$4,980	$7,920

7-Drainage Evaluation	$4,900	$7,800	$4,240	$4,920	$8,760	$14,400
TOTAL	**$33,600**	**$57,100 ***	**$57,660**	**$77,924**	**$86,210**	**$123,465**

*Add $3,500 (RR coordination) + $4,500 (Ch. 30 if needed) = $65,100.

All six consultants submitted proposals with qualifications that met or exceeded the requirements of the proposal. The City and Village then interviewed Veibicher to ensure the firm included all of the RFP requirements based on the lowest amount of $33,600. Upon completion of this discussion, it was determined that Viebicher has the staff and ability to successfully provide a quality design for construction.

Fiscal Impact

County Line Road was included in the 5-Year plan for reconstruction in 2024. Staff will bring forward the full 2024 Road Program recommendations in the first quarter of next year. At this time, staff is only requesting approval of the MOU and design contract funding for the project.

The City and the Village have agreed to a cost breakdown for the design services, generally based on a 50/50 share of the costs. However, the City of Mequon is reviewing the opportunity to survey the drainage (Task 7 from RFP) in the neighborhood directly north of this portion of County Line. This cost of the additional survey work will be borne 100% by the City of Mequon.

Recommendation

A recommendation is forthcoming from the Public Works Committee on November 14, 2023.

Attachments:
FINAL MOU - W. COUNTY LINE ROAD_RR Tracks to STH 57 (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4091

A Resolution Authorizing Execution of a Memorandum of Understanding Between the City of Mequon and the Village of Brown Deer, in Connection with Completing Design Services for a Portion of County Line Road in the Amount of $33,600

RECITALS

A. The City of Mequon Engineering Division has advertised and received bids for the 2024 Road Improvements County Line Road Design contract.

B. Staff has reviewed the various bids and contractor qualifications for the contracts.

C. Staff has determined that the bids received are reasonable and that adequate funds are available to accomplish the work, and on that basis has made a recommendation to the Public Works Committee.

D. Adequate funds for this contract are available from the Capital Project Account - 410780-469001-10001 (Right-of-Way Assets).

E. Through a Memorandum of Understanding, the City of Mequon will pay the evenly distributed 50% portion of the design work plus the Mequon-specific Task 7 in the proposal, totaling $19,250.

F. The Committee on Public Works at its meeting on November 14, 2023, approved staff's recommendation.

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

1. Staff is authorized to enter into the Memorandum of Understanding with the Village of Brown Deer in the form attached hereto, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

_____
Approved by: Andrew Nerbun, Mayor

Date Approved: November 14, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on November 14, 2023.

_____

Caroline Fochs, City Clerk

Attachment: FINAL MOU - W. COUNTY LINE ROAD_RR Tracks to STH 57 (RESOLUTION 4091 : 2024 Road Improvements Village of Brown Deer

MEMORANDUM OF UNDERSTANDING
COUNTY LINE ROAD RECONSTRUCTION DESIGN
VILLAGE OF BROWN DEER/CITY OF MEQUON MULTI-JURISDICTIONAL PROJECT

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

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

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

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

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

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

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

Project Description

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

Financial Obligations

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

Task	Description	Cost				
		Total	Village		City	
			$	%	$	%
Task 1	Survey	$6,000	$3,000	50	$3,000	50
Task 2	Plan Design	$7,500	$3,750	50	$3,750	50
Task 3	Preparation of Plans & Specifications	$6,500	$3,250	50	$3,250	50
Task 4	Agency Approvals & Utility Coordination	$3,500	$1,750	50	$1,750	50
Task 5	Bidding Assistance	$2,400	$1,200	50	$1,200	50
Task 6	Design Meetings	$2,800	$1,400	50	$1,400	50
Task 7	Drainage Evaluation	$4,900	$0	0	$4,900	100
TOTAL		$33,600	$14,350		$19,250	

Roles, Obligations and Agreements

A. Village
   1. As this section of roadway is under the Village's maintenance jurisdiction, the Village will administer, manage, and coordinate the consultant contract for the design work.
   2. The Village will coordinate construction bid documents, including publication notices, prequalification statements and receipt of bids.

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

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

Terms and Conditions:

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

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

Attachment: FINAL MOU - W. COUNTY LINE ROAD_RR Tracks to STH 57 (RESOLUTION 4091 : 2024 Road Improvements Village of Brown Deer

Signed for and on behalf of the City of Mequon:

_____	_____	_____
Signature	Title	Date

_____
Name

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

_____	_____	_____
Signature	Title	Date

_____
Name

Attachment: FINAL MOU - W. COUNTY LINE ROAD_RR Tracks to STH 57 (RESOLUTION 4091 : 2024 Road Improvements Village of Brown Deer

11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-242-3500
Fax: 262-242-7650
www.ci.mequon.wi.us
Office of Police

TO: **Common Council**
FROM: **Patrick Pryor, Chief of Police**
DATE: **October 27, 2023**
SUBJECT: **RESOLUTION 4092 A Resolution Approving an Agreement for the Deployment of Eight (8) Automated License Plate Reader Cameras with Flock Safety of Atlanta, Georgia in the Amount of $101,300, for the Period January 1, 2024 - December 31, 2028**

Background:
The Flock Camera System automated license plate readers (ALPRs) have proven to be an invaluable tool for law enforcement agencies and other organizations in enhancing public safety and aiding in investigations. ALPRs are an effective tool for law enforcement, cutting down on the time required for investigations and acting as a force multiplier for agencies with limited budgets.

The Flock Safety Falcon camera is a solar-powered, motion-activated and infrastructure free camera. The camera captures the make, vehicle type, color, license plate (full, partial, or missing), the state of the license plate, and unique features of a vehicle, including damage or after-market alterations. Flock Safety technology is purpose-built to remove human bias. The cameras are engineered to capture vehicle characteristics and license plates, not driver characteristics.

Analysis:
Flock Safety has been identified as a reputable company that meets the requirements of the Mequon Police Department. The proposed contract includes the following key details.

The contract will be valid for a period of five years, starting from January 1, 2024, and ending on December 31, 2028. The total cost of the contract is $101,300, which includes the purchase, installation, and maintenance of the camera systems. The cost breakdown is provided in the attached document from Flock Safety. This breakdown includes a cost of $2,500 per camera, per year for the next five years, and a $1,300 installation charge for two additional cameras approved at the City of Mequon Appropriations Committee meeting in October 2023. The annual cost for these eight cameras is $20,000. This annual cost has been included in the City budget recommended by the Appropriations Committee.

The vendor will provide on-going training to Department personnel on the operation and maintenance of the ALPR systems. Additionally, they will offer technical support throughout the contract period.

Fiscal Impact:

The total fiscal impact of this 5-year contract is $101,300. This amount includes eight (8) Flock cameras at a cost of $2,500 per camera, per year, and a one-time $1,300 installation charge for the two additional cameras being added in 2024.

Recommendation:
A recommendation is forthcoming from the Public Safety Committee on November 14, 2023.

Attachments:
WI - Mequon PD - Law Enforcement Flock Agreement (DOCX)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4092

A Resolution Approving an Agreement for the Deployment of Eight (8) Automated License Plate Reader Cameras with Flock Safety of Atlanta, Georgia in the Amount of $101,300, for the Period January 1, 2024 - December 31, 2028

RECITALS

A. The City of Mequon Police Department provides 24-hour police services 365 days per year.

B. Staff received a five-year contract proposal from Flock Safety in the amount of $101,300 for Flock Safety Automated License Plate Reader Cameras.

C. This contract provides for Eight (8) Flock ALPR cameras at a cost of $2,500 per camera, per year for five years, with an additional one-time cost of $1,300 for the installation costs of two new cameras to add to the existing 6 cameras already installed.

D. Staff recommends approval of this agreement, as it has been reviewed by the City Attorney and funds have been added to the FY2024 budget by the Appropriations Committee.

E. Funds are available for this contract in the Police Department's Contract Services Budget.

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

1. The agreement for automatic license plate reading cameras and software betwenn the City of Mequon and Flock Safety in the amount of $101,300 is approved subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

_____
Approved by: Andrew Nerbun, Mayor

Date Approved: November 14, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on November 14, 2023.

Caroline Fochs, City Clerk

Flock Safety + WI - Mequon PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Melissa Lee
melissa.lee@flocksafety.com
3144483862

flock safety

Attachment: WI - Mequon PD - Law Enforcement Flock Agreement (RESOLUTION 4092 : A Resolution to Approve a Five-Year Contract with

flock safety

EXHIBIT A
ORDER FORM

Customer:	WI - Mequon PD	Initial Term:	60 Months
Legal Entity Name:	WI - Mequon PD	Renewal Term:	24 Months
Accounts Payable Email:	ppryor@ci.mequon.wi.us	Payment Terms:	Net 30
Address:	11300 N Buntrock Ave Mequon, Wisconsin 53092	Billing Frequency:	
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$20,000.00**
Flock Safety Flock OS			
FlockOS ™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	8	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	$650.00	2	$1,300.00

Subtotal Year 1:	$21,300.00
Annual Recurring Subtotal:	$20,000.00
Discounts:	$20,000.00
Estimated Tax:	$0.00
Contract Total:	$101,300.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	$20,000.00
Flock Safety Add-ons	$0.00
Flock Safety Professional Services	$0.00

Attachment: WI - Mequon PD - Law Enforcement Flock Agreement (RESOLUTION 4092 : A Resolution to Approve a Five-Year Contract with

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.

Attachment: WI - Mequon PD - Law Enforcement Flock Agreement (RESOLUTION 4092 : A Resolution to Approve a Five-Year Contract with

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.	**Customer: WI - Mequon PD**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	PO Number: _____

Attachment: WI - Mequon PD - Law Enforcement Flock Agreement (RESOLUTION 4092 : A Resolution to Approve a Five-Year Contract with

Attachment: WI - Mequon PD - Law Enforcement Flock Agreement (RESOLUTION 4092 : A Resolution to Approve a Five-Year Contract with

Master Services Agreement

This Master Services Agreement (this "***Agreement***") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 ("***Flock***") and the entity identified in the signature block ("***Customer***") (each a "***Party***," and together, the "***Parties***") on this the 12 day of October 2023. This Agreement is effective on the date of mutual execution ("***Effective Date***"). Parties will sign an Order Form ("***Order Form***") which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock's technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer ("***Notifications***"); and

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services; and

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock's standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the ***Order Form***. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices;

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all

prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "***Anonymized Data***" means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 "***Authorized End User(s)***" means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 "***Customer Data***" means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. "***Customer Hardware***" means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 "***Embedded Software***" means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 "***Flock Hardware***" means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 "***Flock IP***" means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 "***Flock Network End User(s)***" means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

Attachment: WI - Mequon PD - Law Enforcement Flock Agreement (RESOLUTION 4092 : A Resolution to Approve a Five-Year Contract with

1.9 "***Flock Services***" means the provision of Flock's software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 "***Footage***" means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 *"**Hotlist(s)***" means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 "***Installation Services***" means the services provided by Flock for installation of Flock Services.

1.13 "***Retention Period***" means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 "***Vehicle Fingerprint™***" means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 "***Web Interface***" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

Attachment: WI - Mequon PD - Law Enforcement Flock Agreement (RESOLUTION 4092 : A Resolution to Approve a Five-Year Contract with

Attachment: WI - Mequon PD - Law Enforcement Flock Agreement (RESOLUTION 4092 : A Resolution to Approve a Five-Year Contract with

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form ("***Retention Period***"). Authorized End Users will be required to sign up for an account and select a password and username ("***User ID***"). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 **Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 **Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as ***"Support Services"***).

2.4 **Upgrades to Platform.** Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 **Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 **Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 **Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

Attachment: WI - Mequon PD - Law Enforcement Flock Agreement (RESOLUTION 4092 : A Resolution to Approve a Five-Year Contract with

3.1 **Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as ***"Customer Obligations"***).

3.2 **Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 **Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 **Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information,

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content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (**"*Customer Generated Data"***). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 **Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** To the extent required by any applicable public records requests, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the

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Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 **Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 **Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this

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Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 **Billing and Payment of Fees**. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 **Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 **Late Fees.** If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 **Taxes.** Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

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7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Term***"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "***Renewal Term***") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("***Cure Period***"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the ***Cure Period***, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival**. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

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8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a **"*Defect*"**), Customer must notify Flock's technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY

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APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY,

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THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 **Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 **Ownership of Hardware**. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 **Deployment Plan**. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will

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collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 **Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (https://www.flocksafety.com/reinstall-fee-schedule). Customer will receive prior notice and confirm approval of any such fees.

10.4 **Customer Installation Obligations**. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 **Flock's Obligations**. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 **Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

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11.3 **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 **Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral , communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 **Special Terms.** Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("***Special Terms***"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

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11.8 **Publicity.** Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 **Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 **Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

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11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

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FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: _____

ATTN: _____

EMAIL: _____

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EXHIBIT B

INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

(i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;

(ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars ($10,000,000) per occurrence and Ten Million Dollars ($10,000,000) in the aggregate;

(iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars ($5,000,000) per occurrence and Five Million Dollars ($5,000,000) in the aggregate;

(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars ($5,000,000).

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11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2934
Fax: 262-242-9655
www.ci.mequon.wi.us
Office of Engineering

TO: **Common Council**
FROM: **Kristen Lundeen, Director of Public Works/City Engineer**
DATE: **November 14, 2023**
SUBJECT: **RESOLUTION 4076 A Resolution Amending City of Mequon Financial Policy Statement 3: Reserve Requirements to Include the City of Mequon Sewer Utility**

Background

In late 2022, the Mequon Water Utility (MWU) established a financial policy to establish minimum levels of undesignated cash reserves, allowing for anything over the minimum to be reassigned. Staff indicated that if approved, it would follow with a similar policy for the Sewer Utility. Staff is requesting that the Sewer Utility District Commission (SUDC) authorize the establishment of such a policy.

While Sewer Utility accounting is administered on an enterprise fund basis, these unassigned funds most closely relate to a fund balance within the City's general operating budget. Currently, the City of Mequon has a financial policy that restricts the amount of funds that can accumulate as an unassigned fund balance, and any excess funds are recommended for reassignment through the budget process. With that in mind, staff is proposing the adoption of a similar policy for the Sewer Utility.

Analysis

Similar to the general fund, the Sewer Utility collects revenue through the sewer levy and through fees (quarterly billing based upon user rates). In cooperation with the Finance Department, staff is recommending that the policy for the Sewer Utility be consistent with the General Fund. A copy of the draft policy amendment is attached for consideration.

The General Fund restricts the undesignated General Fund Balance to between ten (10) and twelve (12) percent of the current year's General Fund Operating Budget. Similarly, staff recommends that the Sewer Utility adopt the same policy requirement.

Of note, the sewer levy is 77% of total sewer expenses and the General Fund is very similar (71% if excluding Capital and Debt Service). As levy is collected within the first quarter of the fiscal year, and only 23% of revenue from quarterly billing booking after March, the Sewer Utility should have sufficient cash flow for annual expenditures.

Fiscal Impact

The Finance Department estimates that nearly $2.2M has accumulated as undesignated cash available for reassignment. The policy proposes that capital project funding would be an eligible source of reassignment, addressing a portion of the shortfall projected within the 5-year capital

improvement program.

Recommendation

On October 30, 2023, the Sewer Utility District Commission approved a recommendation in favor of adopting the proposed resolution by a vote of 8-0.

Attachments:
City of Mequon Financial Policies - Amendment to Policy Statement 3 (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4076

A Resolution Amending City of Mequon Financial Policy Statement 3: Reserve Requirements to Include the City of Mequon Sewer Utility

RECITALS

A. In June 2018, the Common Council adopted a series of Financial Policies that guide the City's financial operations.

B. Subsequently, City staff has amended Policy Statement 3: Reserve Requirements to include the Sewer Utility.

C. The Sewer Utility District Commission, having reviewed the attached financial policy document, recommends to the Common Council that the policy contained herein be amended.

D. The policy allows for City staff to execute within the parameters defined in the policy.

E. The adoption of the policy allows for City staff to recommend reassignment of undesignated cash reserves to meet funding needs identified within the Sewer Utility's capital accounts.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin, that City of Mequon Financial Policy Statement 3: Reserve Requirements, as amended in the form as attached, is adopted and implemented for use until further amended.

_____
Approved by: Andrew Nerbun, Mayor

Date Approved: November 14, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on November 14, 2023.

_____
Caroline Fochs, City Clerk

POLICY STATEMENT 3
RESERVE REQUIREMENTS

In order for the organization to be able to respond to unforeseen situations, as well as to positively impact the investment credit rating of the City, the City and Sewer Utility will strive to maintain an undesignated General Fund Balance or Undesignated Cash Reserve of between ten (10) and twelve (12) percent of the current year's General Fund or Sewer Utility Operating Budget. Funds in excess of ten percent may, at the Common Council's discretion, be appropriated as follows:

- One-time capital improvements/projects;
- Debt abatement;
- Other investments/programs that enhance efficiencies or reduce operating costs;
- Property tax reduction.

Process overview:

Changes in fund balances occur primarily in one of two ways, either through net surpluses or deficits in the annual operating budgets, or through planned use of the fund balance as part of the annual budgeting process.

To provide the Common Council with the information necessary to be able to determine if the General Fund Balance or Undesignated Cash Reserve will be at the targeted level, the City Administrator will present information to the Common Council on current fund balances as a part of the annual budgeting process. Included in this presentation will also be staff's projections on any current year budget surpluses or deficits, and a five-year history of General Fund or Undesignated Cash Reserve Balances.

Attachment: City of Mequon Financial Policies - Amendment to Policy Statement 3 (RESOLUTION 4076 : Sewer Utility Policy: Reserve

11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2934
Fax: 262-242-9655
www.ci.mequon.wi.us **Office of Engineering**

TO: **Common Council**
FROM: **Kristen Lundeen, Director of Public Works/City Engineer**
DATE: **November 14, 2023**
SUBJECT: **RESOLUTION 4077 A Resolution Reassigning Undesignated Cash Reserves of $1,950,000 within the Sewer Utility Fund to One-Time Capital Projects, in Accordance with City of Mequon Financial Policy Statement 3: Reserve Requirements**

Background

Pending the Common Council's adoption of a resolution to amend City of Mequon Financial Policy Statement 3: Reserve Requirements, which is also on the Council's agenda for consideration on November 14, staff is requesting authorization to reassign undesignated cash reserves consistent with that policy amendment.

Analysis

Finance Department staff projects $2,172,179 available for reassignment as of December 31, 2023. Please see the following table for the breakdown:

Cash Flow Analysis	**2023 Projected**
Cash/Cash Equivalents Balance (January 1st)	**$8,446,869**
Net Income	2,451,676
Add: Depreciation	1,075,000
Less: Debt Principal Payments	(1,455,000)
Less: Capital Projects	(2,159,500)
Less: Amort on Bond Premium	(62,342)
Net Change in Cash	(150,166)
Cash/Cash Equivalents Balance (December 31st)	**$8,296,703**
Reserved for Capital Projects	5,194,868
Reserve Policy (10%)	929,655
Unassigned	$2,172,179

To the extent available after completing the 2023 financial statement audit, staff is requesting reassignment of $1.95M of the projected cash available for reassignment to the Sanitary Lift Station Fund. The Sanitary Lift Station Fund is the source of funding for the Lift Station E (Ranch Road) project, which is the highest priority of the Sewer Utility.

Fiscal Impact

As noted earlier this month on October 10, staff projects a deficit in the Utility's 5-year Capital

Improvement Program based upon current project needs. Reassigning $1.95M will reduce the projected deficit and delay impacts associated with the identified shortfall. This allows the Sewer Utility to continue to evaluate capital funding through levy and rates to self-fund for capital projects.

Recommendation

On October 30, 2023, the Sewer Utility District Commission approved a recommendation in favor of adopting the proposed resolution by vote of 8-0.

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4077

A Resolution Reassigning Undesignated Cash Reserves of $1,950,000 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. The current 5-year capital improvement program projects a deficit in capital funding within Years 3-5 at current funding levels.

D. As of September 30, 2023, the Sewer Utility accumulated $2,172,179 in cash available for reassignment.

E. 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 $1,950,000 in undesignated cash reserves be reassigned to the Sanitary Lift Station Fund (610669-740003).

_____
Approved by: Andrew Nerbun, Mayor

Date Approved: November 14, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on November 14, 2023.

_____
Caroline Fochs, City Clerk

11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2934
Fax: 262-242-9655
www.ci.mequon.wi.us **Office of Engineering**

TO: **Common Council**
FROM: **Kristen Lundeen, Director of Public Works/City Engineer**
DATE: **November 14, 2023**
SUBJECT: **RESOLUTION 4078 A Resolution Adopting the Fiscal Year 2024 Sanitary Sewer Utility Budget and Establishing the 2024 Sanitary Sewer User Fee Schedule**

Background

The City's sanitary sewer budget, the basis for establishing sanitary sewer user charges, is administered separately from the City's general operating and capital budgets. This is based on the City's original determination to treat sanitary sewer operations as an enterprise. The following materials include a proposed 2024 budget for review and consideration.

Attached to this staff report are three exhibits - A, B & C:

- Exhibit A details the capital funds as proposed for the sewer utility.
- Exhibit B provides the calculation for the establishment of the user rate.
- Exhibit C provides the budgeting and financial data based on the chart of accounts for the Sewer Utility.

Analysis

The sanitary sewer budget is comprised of two parts: property taxes and user charges. The property tax portion of the budget pays for MMSD annual capital charges and self-funds for Sewer Utility capital projects. The FY2023 budget included a mill rate of $1.60 per $1,000 assessed value. The proposed FY2024 budget attached to this memo identifies a proposed mill rate of $1.62 per $1,000 assessed value, as recommended by the SUDC.

Please note that the mill rate for sewer is set via ordinance, which is proposed for recommendation by the Sewer Utility District Commission (SUDC) and approval by the Common Council under a separate agenda item.

That $1.62 tax levy generates $1,401,879 in capital self-funding. The user charge portion of the budget funds annual operation and maintenance expenses and several ongoing capital needs, such as the design for replacement of the Ranch Road Lift Station "E". Full details of capital projects are outlined in Exhibit A.

User charges are billed differently for residential and non-residential accounts. Residential accounts receive a flat quarterly fee 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 the Milwaukee Metropolitan Sewerage District (MMSD) and Sewer Utility operation and maintenance costs. The full details of the calculation for user fees are

contained in Exhibit B.

The proposed increase in the sewer levy and user rates were recommended by the SUDC on October 30th.

FY2023 Accomplishments:

The City's sewer utility manages, maintains and operates all of the City's sanitary sewer mains, 23 lift stations, manholes and siphons. In 2023, the Sewer Utility accomplished a number of objectives including:

- 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 3,875 total sanitary structures, 1,047 manholes were inspected and 166 were rehabilitated with grout and/or epoxy coatings or internal/external seals.
- Of approximately 183 miles of sewer pipeline, water jet cleaned over 151,000 feet, and televised over 49,000 feet of mainline sewer (to date).
- Continued to collect and update City infrastructure data and incorporate it into GIS.
- Awarded a contract to design the Lift Station E replacement at Laguna Drive (extended).
- Began design of Lift Station replacement and gravity sewer capacity improvements along Ranch Road extended from Laguna Drive to a point 1,000ft east of St. James Lane.
- Awarded a contract to rehabilitate 218 laterals in areas adjacent to Lift Station E.
- Awarded and implemented contracts to rehabilitate 140 laterals in the Lift Station H & F Areas.
- Amended the $953,000 Funding Agreement with MMSD for an increase of $626K to test and seal 217 laterals (over 9,500 linear feet) in the Riverland Drive Lift Station H and Riverdale Park Lift Station F Areas.
- Continued efforts toward compliance with the CMAR, CMOM and MMSD Chapter 13 programs.
- Requested proposals to install flow meters on lift stations to monitor sewer sheds and awarded a contract to acquire and install additional flow meters and perform quarterly monitoring reports to verify the Central Trunk sewer flow allocation and system capacity.
- Continued dialogue with owners regarding easements to address any zoning requirements regarding generator installations at Lift Stations H, Q & K.
- Awarded a contract to complete Sewer Lateral Work by testing and sealing from mains in the Lift Station E Area generally bounded by Port Washington Road, Mequon Road, Riverland Road and the Milwaukee River.
- Evaluated CCTV exams for sewers in STH 167/Mequon Road from Port Washington Road to the Milwaukee River, in advance of WisDOT paving projects.

- Established agreements with Property Owners and the developer for Swan Ridge Farms.
- Constructed Tamerlane Drive Lift Station O capacity improvements with a parallel force main along County Line Road.

FY2024 Projects and Objectives:

The following detail are projects and elements that will influence the 2024 budget:

- 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.
- Continue to collect and update the City's infrastructure data, easement records and incorporate into GIS.
- Design capacity improvements with relief sewers for Ranch Road Lift Station E.
- Perform outreach for potential onsite wet-weather storage site in easements at Fieldwood Drive Lift Station G and Riverdale Park Lift Station F.
- Evaluate the feasibility for sewer system capacity improvements at the Port Washington Road Fire Station in the Lift Station E Basin, as no easement is required for system storage on City-owned land.
- 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). The proposed contract includes 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 2025.
- 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.
- Schedule and complete up to 218 Clear Water Compliance Inspections in the LS E Area for property owners that volunteer in the Program for Private Property Inflow and Infiltration Reduction (PPII).
- Substantially Complete Sewer Lateral Work by testing and sealing from mains in the Lift Station E Area generally bounded by Port Washington Road, Mequon Road, Riverland Road and the Milwaukee River.
- Substantially complete Sewer Lateral Work by testing and sealing from mains in the Lift Station E Area generally bounded by Port Washington Road, Mequon Road, Riverland Road and the Milwaukee River. Of the 218 laterals, identify if any additional work is required.
- Evaluate storm drainage conditions in the Ravine Farms out lot along a sanitary sewer easement and determine if scour protection and any stabilization measures are necessary

in the 2025 budget.

- Acquire meters and compile data to evaluate the Central Trunk sewers' infill impacts near Mequon Road (STH 167) and Cedarburg Road (STH 57).
- Complete a 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).

Fiscal Impact

The proposed FY2024 Sewer Utility budget is attached to this memo. Table 1 below summarizes the history of the various sewer fees for the past five years. Please note that the mill rate was previously reduced when the Sewer Utility opted out of MMSD's Green Infrastructure program. The mill rate was lowered again in 2022 due to re-valuation of property assessments.

Table 1 - Historic Charges Chart

	2018	2019	2020	2021	2022	2023
Residential User Charge (Quarterly):	$71.00	$72.00	$73.00	$73.00	$74.00	$78.00
Non-Residential User Charge Rate:	$5.887/ 1,000 gal	$6.343/ 1,000 gal	$6.765/ 1,000 gal	$6.765/ 1,000 gal	$6.844/ 1,000 gal	$7.55/ 1,000 gal
Sewer District Tax Rate:	$1.89/ $1,000	$1.90/ $1,000	$1.81/ $1,000	$1.81/ $1,000	$1.62/ $1,000	$1.60/ $1,000

- **Residential User Charge (per Quarter):** Fixed charge based upon capacity of service and maintenance of the sewer system for a residential equivalent unit.
- **Non-Residential User Charge Rate:** Variable charge based on volume to address increased operations and maintenance charges due to volume of flow.
- **Sewer District Tax Rate:** Fixed charge based upon the cost of annual capital charges from the Milwaukee Metropolitan Sewerage District (MMSD) and self-funding for the Sewer Utility capital projects.

User Rate

The user rates are proposed to increase because operating costs have increased. The user rates are made up of City operation and maintenance costs, in addition to pass-through costs of MMSD operation and maintenance (O&M) costs. The City's operation and maintenance costs have remained level, but MMSD has increased its O&M charges from 2022. The Sewer Utility passes through MMSD capital charges and costs for operation and maintenance. The combination of MMSD charges for O&M and capital have remained relatively stable. The 2024 calculation of sewer user charges and these percentage increases is in Exhibit B.

As previously noted, Table 2 includes the SUDC approved $1.95M reassignment of undesignated cash reserves and an adjustment to both the mill rate and user rates to increase capital funding.

Table 2 - Cash Flow Analysis

Cash Flow Analysis	2022 Actual	2023	2023	2024

		Budgeted	Projected	Proposed
Cash/Cash Equivalents Balance (January 1st)	**$8,202,586**	**$8,429,709**	**$8,446,869**	**$8,296,703**
Net Income	1,946,710	2,057,286	2,451,676	2,680,879
Add: Depreciation	1,041,997	1,200,000	1,075,000	1,125,000
Less: Debt Principal Payments	(1,405,000)	(1,455,000)	(1,455,000)	(1,495,000)
Less: Capital Projects	(1,277,082)	(2,312,000)	(2,159,500)	(6,651,000)
Less: Amort on Bond Premium	(62,342)	(62,342)	(62,342)	(62,342)
Net Change in Cash	244,283	(572,056)	(150,166)	(4,402,463)
Cash/Cash Equivalents Balance (December 31st)	**$8,446,869**	**$7,857,653**	**$8,296,703**	**$3,894,240**
Reserved for Capital Projects	5,281,082	1,898,907	5,194,868	2,925,747
Reserve Policy (10%)			929,655	939,785
Unassigned	3,165,787	5,958,746	$2,172,179	28,708

* Additional budget details of Capital Improvements Projects are found in Exhibit A. This includes estimated construction costs in the amount of $8.8M to replace Lift Station E, based on the 2021 Condition Assessment and the current design engineer's estimate.

Recommendation

On October 30, 2023, the Sewer Utility District Commission approved a recommendation to adopt the attached resolution approving the FY2024 Sewer Utility Budget and associated FY2024 User Fees (as further enumerated below) by a vote of 8-0.

Charges	2024
Residential User Charge (Quarterly):	$83.00
Non-Residential User Charge Rate:	$8.04/1,000 gal

Attachments:
Exhibit A - 2024 Capital Fund Details (PDF)
Exhibit B - 2024 Sewer Budget Rate Data (PDF)
Exhibit C - 2024 Sewer Budget Details (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4078

A Resolution Adopting the Fiscal Year 2024 Sanitary Sewer Utility Budget and Establishing the 2024 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, 2024, requires that an operating budget for the sanitary sewer operations be adopted.

C. The Sewer Utility District Commission at their meeting on October 30, 2023, has reviewed a schedule of sewer user fee rates for 2024 necessary to support the sewer budget and has recommended approval of such.

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

1. The 2024 Sanitary Sewer Budget attached hereto is adopted.

2. The following schedule of sewer user charge rates is established for the year 2024:

Residential (non-metered):	$83.00 per quarter per unit / $332 per year
Residential and Commercial Metered:	$8.04 / 1,000 gallons

Approved by: Andrew Nerbun, Mayor

Date Approved: November 14, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on November 14, 2023.

Caroline Fochs, City Clerk

Exhibit A

2024 SEWER CAPITAL PROJECT FUND

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.

The utility has been successful in self-funding a number of projects. These projects are improvements to extend the service life of the system, add capacity and provide efficiency in addition to keeping the collection system functional and avoiding non-compliance. In the last decade, past projects funded from reserves include lift station pump and force main replacements, all three phases of the Cedarburg Road Mequon-Thiensville Interceptor Rehabilitation, Donges Bay Road Flow Equalization, and various subdivision gravity sewer pipe rehabilitation projects, including testing and sealing with grout in the Riverland Drive and Riverdale Park areas, along with various cured-in-place pipe lining installations. By providing capital funding for these projects, user rates have remained stable.

Table 1 – History of Self-Funded Capital Budgets

	2018	2019	2020	2021	2022	2023
Self-Funding Capital	$1,040,000	$720,000	$1,420,000	$1,350,000	$1,350,000	$2,073,286

In 2019, accounts were established for consolidation into five universal sinking fund accounts. This accounting format replaced individual accounts of specific projects for various reasons. The new 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. The overall funding levels remain unchanged, only the allocation of funds was modified.

Table 2 – Self-Funded Capital Funds

Account Name	2024	2025	2026	2027	2028
1. Gravity Sanitary Sewer Fund	$750,000	$750,000	$750,000	$750,000	$750,000
2. Sanitary Lift Station Fund	$1,331,879	$1,350,000	$1,359,000	$1,159,000	$1,000,000
3. Sanitary Force Main Fund	$350,000	$350,000	$500,000	$750,000	$960,000
4. Asset Management Fund	$0	$0	$16,000	$16,000	$15,000
5. Equipment Replacement	$0	$0	$35,000	$35,000	$35,000
TOTALS	**$2,431,879**	**$2,450,000**	**$2,660,000**	**$2,710,000**	**$2,760,000**

These self-funded capital accounts are established as sinking funds to provide for level budgeting and long-term funding. 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.

Attachment: Exhibit A - 2024 Capital Fund Details (RESOLUTION 4078 : FY2024 Sewer Budget)

Exhibit A

2024 SEWER CAPITAL PROJECT FUND

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.

Prioritized projects include:

- Capital Contribution for Highland Estates Storage TBD
- Construct Phase I Sewer Improvements in ME4001/2; 1,000 feet of Gravity Sewer Relay to new Lift Station in Laguna Drive
- Construct Phase II Sewer Capacity Improvements in ME4002
- Construct Phase III Sewer Capacity Improvements in ME4004
- Construct Phase IV Sewer Capacity Improvements in ME4001
- Rehabilitate Sanitary Sewer Mains for PPI/I Priority Area "E"
- Design Sewer Capacity Improvements in Basin ME4001, F Area
  Construct 1,500 feet in Circle Drive from Center Court to River Forest Drive
- Construct Sewer Capacity Improvements in ME4001, F Area
- Update System Model of East Trunk Sewer north of Mequon Road
- Rehabilitate Sanitary Sewer Mains for Lift Station Areas A, B and D
- Design Study Report for Heritage Estates Siphon
- Design Study Report for River Road Sewer under Milwaukee River, D Area

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 of the Ranch Road Lift Station E, borrowed funds would be necessary for major

Attachment: Exhibit A - 2024 Capital Fund Details (RESOLUTION 4078 : FY2024 Sewer Budget)

construction improvements unless the mil rate is increased to accumulate additional funds in 2024 for anticipated construction in 2024-2025.

Prioritized projects include:

- Construct Replacement of Lift Station E in Laguna Drive, extended
- Design Study Report with Preliminary and Final Plans for Fieldwood Drive Lift Station G Capacity Improvements
- Construct Fieldwood Drive Lift Station "G" Capacity Improvements
- Replace Pumps, Valves, Motors at Lift Stations F,O,R,S,K
- Install Magnetic Flow Meters at Lift Stations B,C,D,O,R
- Install Emergency Generators at Lift Stations K,H,Q,J,M
- Install Lift Station Transfer Switches at Lift Stations K,H,Q,J,M
- Replace Control Panels
- Replace Cathodic Protection
- Lift Station Pumping Energy Study
- Replace and Upgrade Transducers
- Decommissioning Studies – Lift Stations P, E*

**The decommissioning study includes evaluation to replace (or augment) lift station operations with gravity sewer extensions, where feasible.*

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.

Prioritized projects include:

- Construct Force Mains for new Lift Station E in Laguna Drive, extended
- Design Fieldwood Drive Lift Station G Force Main Improvements
- Construct Fieldwood Drive Lift Station G Force Main Improvements from Woodland Drive to Freistadt Road to Glen Oaks Lane
- Install Force Main Access Ports from Ranch Road Lift Station E for Maintenance
- Perform Large Diameter Force Main Cleaning from Lift Stations A&E
- Clean Small Dia. Force Mains under the Milw. River Lift Stations N,V,T
- Replace Cast Iron Force Main in Huntington Park Lift Station R
- Secure Easement for Force Main Replacement in Huntington Park Outlot

Attachment: Exhibit A - 2024 Capital Fund Details (RESOLUTION 4078 : FY2024 Sewer Budget)

Exhibit A

2024 SEWER CAPITAL PROJECT FUND

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.

Prioritized projects include:

- SCADA Study for Sewer Utility
- Commercial Sewer Meter Replacements
- Upgrades to Asset Management Geographic Information Systems
- Flow Meter Installations, Rain Gauge Installation at City Hall and Flow Monitoring in Collection System
- CCTV Camera Software and Hardware Upgrades
- GIS Tools for CMAR and CMOM Reporting

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.

Attachment: Exhibit A - 2024 Capital Fund Details (RESOLUTION 4078 : FY2024 Sewer Budget)

2024 SEWER CAPITAL PROJECT FUND

Prioritized projects include:

- CCTV Camera Replacement
- Camera Truck Replacement
- Portable Back-up Generators Replacement
- Portable Back-up Pumps Replacement
- Lateral Inspection Camera Acquisition
- Vacuum Truck Replacement
- Grout Truck with mainline and lateral equipment
- Maintenance Crew Pick-up Trucks Replacement

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 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.

Reimbursable Prioritized Sewer Lateral projects include:

- Sanitary Lateral Rehab in PPI/I Targeted Areas Lift Stations F&H ($953,000) Amended Increase ($696,690) Revised Total ($1,649,690) Balance $445,300
  - Clean and Examine Laterals completed in 2020-2021 (310 @ 21,790 LF)
  - Locate Laterals with Sonde completed 2022 (175 @ $81,384)
  - Test and Seal Laterals from Mains completed 2022 (61 @ $115,778)
  - Installed Clean-outs in 2023 (116 @ $681,512)
  - Test and Seal Laterals from Clean-outs 2023-2024, (7@ $123,056)
  - Inspection ($202,660 incurred)
- Sanitary Lateral Contract (PPI/I Targeted Areas) Lift Station E ($756,000) in 2023
  - Test and Seal Laterals from Mains, awarded 2023 (218 @ $687,632 budgeted)
  - Inspection ($169,882 budgeted)

The Utility's 5-year project plan is shown in Table 3. 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.

Attachment: Exhibit A - 2024 Capital Fund Details (RESOLUTION 4078 : FY2024 Sewer Budget)

Exhibit A

2024 SEWER CAPITAL PROJECT FUND

Table 3 – 5 Year Project Plan

Gravity Sanitary Sewer Fund	2024	2025	2026	2027	2028
Laguna Drive Sewer Connect New Station, Construct 1000ft, Phase I	$600,000	$600,000			
Ranch Road (extended) Area E Sewer Improvements, Construct 1300 ft, Phase II	$1,100,000	$1,100,000			
Glen Oaks Lane Area E Gravity Sewer Improvements, Construct 1300ft, Phase III		$650,000	$650,000		
Glen Oaks Lane Area E Gravity Sewer Improvements, Construct 1700ft, Phase IV			$1,275,000	$425,000	
Riverdale Park Area F Gravity Sewer Improvements, Design			$75,000		
Riverdale Park Area F Gravity Sewer Improvements, Construct				$750,000	$750,000
Sewer Main Improvements in Areas A, B, C, D				$500,000	$500,000
Update System Hydraulic Modeling with Improvements					$50,000
Heritage Estates Siphon Design Study			$15,000		
River Rd at Milw. River Design Study			$15,000		
Mequon Rd, Flow Equalization @ STH 57				$35,000	$175,000
STH167 Sewer Rehabilitation Work				$300,000	
Gravity Sanitary Sewer Fund (Category 1) TOTALS	**$1,700,000**	**$2,350,000**	**$2,030,000**	**$2,010,000**	**$1,475,000**
Lift Station Fund	**2024**	**2025**	**2026**	**2027**	**2028**
Ranch Rd Lift Station E Construction	$4,305,000	$4,509,000			
Fieldwood Drive Lift Station G Design Study Report for Improvements		$35,000			
Construct Fieldwood Drive Lift Station G Capacity Upgrade			$275,000		
Replace Pumps, Valves, Motors (R,S,T,U)		$50,000	$50,000	$50,000	$50,000
Install Magnetic Flow Meters (A,B,C,D,R)	$15,000	$15,000	$15,000	$15,000	$15,000
Install Lift Station Emergency Generators with Transfer Switches (K,H,Q,J,M)		$60,000	$60,000	$60,000	$120,000

Attachment: Exhibit A - 2024 Capital Fund Details (RESOLUTION 4078 : FY2024 Sewer Budget)

Exhibit A

2024 SEWER CAPITAL PROJECT FUND

Replace and Upgrade Transducers, Control Panels and Cathodic Protection		$15,000	$15,000	$15,000	$15,000
Condition Assessments (A,X)			$50,000	$50,000	
Replacement and Generator Installations		$50,000			$50,000
Decommissioning Studies (LS E, P)	$40,000		$15,000		
Lift Station Fund (Category 2) TOTALS	**$4,360,000**	**$4,734,000**	**$480,000**	**$190,000**	**$250,000**
Force Main Fund	**2024**	**2025**	**2026**	**2027**	**2028**
Laguna Drive LS E Force Main Construct for new Connection	$450,000				
Hidden Reserve LS E Force Main Extension		$500,000			
Lift Station G Force Main Design Capacity Improvements		$35,000			
Lift Station G Force Main Construct 6,200ft			$1,100,000	$1,100,000	
Concord Drive Lift Station R Force Main Replacement				$50,000	$250,000
Retrofit Force Mains with Access Ports (A,E)			$10,000	$10,000	$20,000
Sanitary Force Main Cleaning (A,E,T,V)			$150,000	$75,000	$75,000
Forcemain Fund (Category 3) TOTALS	**$450,000**	**$535,000**	**$1,260,000**	**$1,235,000**	**$345,000**
Asset Management Fund	**2024**	**2025**	**2026**	**2027**	**2028**
Flow Meters, Rain Gauge, Flow Monitoring Quarterly Reports (East, Central, and West Trunk Gravity System)	$25,000	$25,000	$25,000	$25,000	$25,000
Flow Metering - Lift Stations (A,D,U,R,T)	$6,000	$6,000	$6,000	$6,000	$6,000
Software Upgrade – CCTV Camera	$25,000				
GIS Improvement - Sewer Lateral Tools	$10,000	$10,000	$10,000	$10,000	$10,000
SCADA Study and Upgrades			$100,000		
Asset Management Fund (Category 4) TOTALS	**$66,000**	**$41,000**	**$141,000**	**$41,000**	**$41,000**

Attachment: Exhibit A - 2024 Capital Fund Details (RESOLUTION 4078 : FY2024 Sewer Budget)

Exhibit A

2024 SEWER CAPITAL PROJECT FUND

Equipment Replacement Fund	2024	2025	2026	2027	2028
Equipment Replacement (Trucks, CCTV, Back Up Pumps)	$75,000	$75,000	$75,000	$75,000	$75,000
Equipment Replacement Fund (Category 5) TOTALS	**$75,000**	**$75,000**	**$75,000**	**$75,000**	**$75,000**
TOTALS (Categories 1 to 5)	**$6,651,000**	**$7,735,000**	**$3,986,000**	**$3,551,000**	**$2,186,000**
PPI/I Reduction – Reimbursable Account	**2024**	**2025**	**2026**	**2027**	**2028**
Riverdale Park Lift Station F Area Implementation (ME10005-ME01)	$222,650	$225,000	$225,000		
Riverland Drive Lift Station H Area Implementation (ME10005-ME01)	$222,650				
Ranch Road Lift Station E Area Implementation (M10005-ME02)	$687,632				
Ranch Road Lift Station E Area Inspection (M10005-ME02)	$169,822				
Continue Priority Sewer Lateral Allocation				$225,000	$225,000
Private Property Inflow Infiltration Reduction TOTALS	**$1,302,754**	**$225,000**	**$225,000**	**$225,000**	**$225,000**

Attachment: Exhibit A - 2024 Capital Fund Details (RESOLUTION 4078 : FY2024 Sewer Budget)

Exhibit A

2024 SEWER CAPITAL PROJECT FUND

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.

Table 4 - Capital Funding Analysis with Mill Rate at 1.62, Residential Flat User Charge at $83.00 per quarter and Volumetric User Charge at $8.04 per 1,000 gal

	2023	2024	2025	2026	2027	2028
Budget Available (Jan.1)*	$5,281,082	$7,144,868	$2,925,747	($2,359,253)	($3,685,253)	($4,526,253)
Capital Funding	$2,073,286	$2,431,879	$2,450,000	$2,660,000	$2,710,000	$2,760,000
Total Funds Available	$7,354,368	$9,576,747	$5,375,747	$300,747	($975,253)	($1,766,253)
Capital Expenses	$2,159,500	$6,651,000	$7,735,000	$3,986,000	$3,551,000	$2,186,000
End of Year Balance**	$5,194,868	$2,925,747	($2,359,253)	($3,685,253)	($4,526,253)	($3,952,253)

*Includes the $3.404 million in debt proceeds from the $19.4 million East Trunk Sewer project financing in 2018, minus $15.9 million in expenditures.

**In 2025, the capital funding analysis year-end balance is projected as a deficit that would require borrowing to complete the Replacement of the Lift Station E along Ranch Road. This work at LS E as part of the East Trunk Sewer work north of Mequon Road is anticipated for construction in 2024. Additional work for capacity improvements to the gravity system and lift stations have also been identified. A determination on the type of capacity improvements, relief sewer or storage facilities will need to be made. For purposes of this budget, the more expensive relief sewer is accounted for in Exhibit A.

Attachment: Exhibit A - 2024 Capital Fund Details (RESOLUTION 4078 : FY2024 Sewer Budget)

2024 (DRAFT) CALCULATION OF SEWER USER CHARGE RATES

Exhibit B

Rate Components	Annual Cost	Total (1,000 gals)	2024 Rate (1,000 gals)	2023 Rate (1,000 gals)	Change	
MMSD O&M	$1,696,876	486,775	$3.486	$3.497	(0.011)	
Mequon O&M	$1,187,387	486,775	$2.439	$2.877	(0.438)	
Self Funded Capital	$1,030,000	486,775	$2.116	$1.178	0.938	
Capital Debt Service	$0	486,775	0.000	$0.000	0.000	
Totals:	$3,914,263		**$8.041**	$7.552	0.489	**6.5%**

Quarterly Flat Rate

Customer Type	Rate (1,000 gals)	MMSD ROF	MMSD ERU	Days	**2024**	2023	Change
Residential	$8.041	2.31	49.0	365	**$83.05**	$78.00	**6.1%**
			41,314				

Estimated Flow Volume:

Customer Type	Customers	MMSD ROF	MMSD ERU	Days	Total 2024 (1,000 gals)	2023	2024 Revenues
Residential	7,498	2.31	49.0	365	309,775	309,206	$2,490,968
Commercial	473	N/A	N/A	N/A	177,000	169,000	$1,423,295
Totals:	7,971				**486,775**	478,206	$3,914,263

MMSD O&M Charges

	2024	2023	Change	% Change
Estimated User Charge Billings Provided from MMSD	$1,696,876	$1,672,293	$24,583	1.47%

Mequon O&M Charges

Expense Type	2024	2023	Change
Total Operating Costs	7,913,134	$7,810,987	$102,147
* Less - MMSD O&M	($1,696,876)	($1,672,293)	($24,583)
** Less - MMSD Capital	($4,629,571)	($4,604,759)	($24,812)
*** Less - Other Income	(399,300.00)	($158,300)	($241,000)
Totals:	**$1,187,387**	$1,375,635	($188,248)

* MMSD O&M costs are calculated as a separate component and need to be deducted in order not to be counted twice.

** MMSD sewer capital charges are paid trough 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.

		2024	2023	Change
Tax Exempt Capital Rate	Budgeted MMSD Capital Costs	$4,629,571	$4,604,759	$24,812
	Mequon Capital Costs	$620,000	$260,000	$360,000
(CSM, MATC, Concordia)	Total annual estimated sewer flow	486,775	478,206	8,569
	Calculated rate per 1,000 gallons	**$10.78**	**$10.17**	**6.0%**

Attachment: Exhibit B - 2024 Sewer Budget Rate Data (RESOLUTION 4078 : FY2024 Sewer Budget)

CITY OF MEQUON

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 624 2024 SEWER AND WATER UTILITY BUDGETS FOR PERIOD 99

ACCOUNTS FOR: Sewer UT Fund			2022 ACTUAL	2023 ORIG BUD	2023 REVISED BUD	2023 ACTUAL	2023 PROJECTION	2024 DEPT HEAD	COMMENT
610669	Sewer UT Operations								
35	TAXES								
610669	435101	Prop Tax	.00	.00	.00	531.13	.00	.00	
TOTAL TAXES			.00	.00	.00	531.13	.00	.00	
45	GENERAL FEES								
610669	445106	Misc Rev	-40,350.00	.00	.00	.00	.00	.00	
TOTAL GENERAL FEES			-40,350.00	.00	.00	.00	.00	.00	
55	SPECIAL ASSESSMENTS								
610669	455102	Special As	.00	.00	.00	.00	.00	.00	
610669	455103	S/A Intere	-225.08	-300.00	-300.00	.00	-300.00	-300.00	
TOTAL SPECIAL ASSESSMENTS			-225.08	-300.00	-300.00	.00	-300.00	-300.00	
58	OTHER REVENUE								
610669	458201	LTDebtPrcd	.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	-10,185.49	-11,000.00	-11,000.00	-3,202.18	-3,200.00	-121,000.00	
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			-72,527.14	-73,342.00	-73,342.00	-3,202.18	-65,542.00	-183,342.00	
59	INVESTMENT REVENUE								
610669	459101	Interest	72,199.71	-120,000.00	-120,000.00	-352,365.54	-400,000.00	-250,000.00	
610669	459102	PrcdsCapLe	.00	.00	.00	.00	.00	.00	
TOTAL INVESTMENT REVENUE			72,199.71	-120,000.00	-120,000.00	-352,365.54	-400,000.00	-250,000.00	
60	SEWER - OPERATING								
610669	460201	ResMeas	-906,810.01	-890,230.00	-890,230.00	-797,773.44	-890,230.00	-952,468.00	
610669	460202	PubAuth	.00	.00	.00	.00	.00	.00	
610669	460203	ComMeas	-1,101,502.56	-1,276,293.00	-1,276,293.00	-1,082,113.82	-1,276,293.00	-1,423,295.00	
610669	460204	SrvMMSDCap	.00	.00	.00	.00	.00	.00	
610669	460205	ResFlat	-1,370,677.14	-1,444,905.00	-1,444,905.00	-1,082,921.67	-1,444,905.00	-1,538,500.00	
610669	460206	TaxExptCap	-357,145.79	-429,000.00	-429,000.00	-335,947.84	-429,000.00	-440,000.00	
610669	460208	Misc Opera	-20,805.63	-15,000.00	-15,000.00	-14,216.83	-15,000.00	-15,000.00	

Attachment: Exhibit C - 2024 Sewer Budget Details (RESOLUTION 4078 : FY2024 Sewer Budget)

CITY OF MEQUON

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 624 2024 SEWER AND WATER UTILITY BUDGETS FOR PERIOD 99

ACCOUNTS FOR: Sewer UT Fund			2022 ACTUAL	2023 ORIG BUD	2023 REVISED BUD	2023 ACTUAL	2023 PROJECTION	2024 DEPT HEAD	COMMENT
TOTAL SEWER - OPERATING			-3,756,941.13	-4,055,428.00	-4,055,428.00	-3,312,973.60	-4,055,428.00	-4,369,263.00	
61	SEWER - NON OPERATIN								
610669	461101	Sewer Prop	-7,213,955.99	-7,213,956.00	-7,213,956.00	-7,213,956.00	-7,213,956.00	-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			-7,213,955.99	-7,213,956.00	-7,213,956.00	-7,213,956.00	-7,213,956.00	-7,262,821.00	
63	WATER - OTHER OPERAT								
610669	463701	LatePnlty	-17,919.83	-12,000.00	-12,000.00	-9,703.39	-13,000.00	-13,000.00	
610669	463702	TaxCertFee	.00	.00	.00	.00	.00	.00	
TOTAL WATER - OTHER OPERAT			-17,919.83	-12,000.00	-12,000.00	-9,703.39	-13,000.00	-13,000.00	
64	WATER - NON OPERATIN								
610669	465421	ContrCap	-55,649.07	.00	.00	.00	.00	.00	
TOTAL WATER - NON OPERATIN			-55,649.07	.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	424,258.72	524,943.00	524,943.00	350,428.65	440,000.00	532,787.81	
610669	670104	Vacation	.00	.00	.00	.00	.00	.00	
610669	670105	Sick Pay	.00	.00	.00	.00	.00	.00	
610669	670106	CompTime	30,292.61	25,000.00	25,000.00	24,534.55	25,000.00	25,000.00	
610669	670201	OverTime	3,022.47	3,000.00	3,000.00	3,132.87	4,000.00	3,000.00	
610669	670202	Stand By	1,063.26	10,000.00	10,000.00	614.16	1,000.00	5,000.00	
610669	670205	FMLA	3,288.48	.00	.00	9,992.84	10,000.00	.00	
610669	670206	EmergLeave	.00	.00	.00	.00	.00	.00	
610669	670301	Longevity	.00	.00	.00	.00	.00	.00	
610669	670401	MuniSupSvs	198,062.08	192,000.00	192,000.00	.00	205,000.00	214,500.00	
TOTAL SALARIES			659,987.62	754,943.00	754,943.00	388,703.07	685,000.00	780,287.81	
73	FRINGE BENEFITS								
610669	673101	Social Sec	36,044.29	39,046.00	39,046.00	29,422.46	39,046.00	39,666.00	
610669	673102	Retirement	32,684.26	35,200.00	35,200.00	27,905.92	35,200.00	36,167.00	
610669	673103	W/C Insure	13,767.66	13,800.00	13,800.00	15,046.22	15,050.00	15,200.00	

Attachment: Exhibit C - 2024 Sewer Budget Details (RESOLUTION 4078 : FY2024 Sewer Budget)

CITY OF MEQUON

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 624 2024 SEWER AND WATER UTILITY BUDGETS FOR PERIOD 99

ACCOUNTS FOR: Sewer UT	Fund		2022 ACTUAL	2023 ORIG BUD	2023 REVISED BUD	2023 ACTUAL	2023 PROJECTION	2024 DEPT HEAD	COMMENT
610669	673104	UnempComp	.00	.00	.00	.00	.00	.00	_____
610669	673201	Health Ins	138,259.51	145,612.00	145,612.00	114,339.82	145,612.00	158,174.17	_____
610669	673202	Dental Ins	5,568.94	5,788.00	5,788.00	4,781.06	5,788.00	5,672.00	_____
610669	673203	Life Ins	1,579.47	1,543.00	1,543.00	1,259.79	1,543.00	1,770.00	_____
610669	673204	Disability	1,588.84	2,250.00	2,250.00	1,492.09	2,000.00	2,000.00	_____
	TOTAL FRINGE BENEFITS		229,492.97	243,239.00	243,239.00	194,247.36	244,239.00	258,649.17	_____
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	-25,451.00	.00	.00	.00	.00	.00	_____
	TOTAL ADMIN & GENERAL EXP		-25,451.00	.00	.00	.00	.00	.00	_____
80	MATERIALS & SUPPLIES								
610669	680101	Office Sup	334.82	1,000.00	981.12	538.75	1,018.88	1,000.00	_____
610669	680301	WS-Admin	17,950.42	17,000.00	17,000.00	22,456.85	18,000.00	18,000.00	_____
610669	680402	Motor Fuel	16,375.70	17,500.00	17,500.00	11,470.25	18,500.00	20,000.00	_____
610669	680504	Telephone	1,584.92	2,000.00	2,000.00	1,469.04	2,000.00	2,000.00	_____
610669	680505	Postage	11,010.18	14,500.00	14,500.00	11,133.97	14,500.00	14,500.00	_____
	TOTAL MATERIALS & SUPPLIES		47,256.04	52,000.00	51,981.12	47,068.86	54,018.88	55,500.00	_____
83	PURCHASED SERVICES								
610669	683101	Cnsult-Gen	22,675.82	24,000.00	24,000.00	9,335.06	24,000.00	24,000.00	_____
610669	683201	Cntrct-Gen	18,831.19	23,500.00	23,500.00	8,843.33	23,500.00	23,500.00	_____
610669	683202	Cntrct-Mnt	1,532.76	5,000.00	5,000.00	2,872.60	1,500.00	5,000.00	_____
610669	683401	Liab Ins	34,224.20	28,500.00	28,500.00	.00	35,000.00	38,000.00	_____
610669	683402	Auto Insur	4,922.95	5,000.00	5,000.00	3,706.52	4,000.00	4,000.00	_____
610669	683501	Train/Conf	6,884.22	7,500.00	7,500.00	3,860.00	6,000.00	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		89,071.14	93,500.00	93,500.00	28,617.51	94,000.00	102,000.00	_____
88	EQUIPMENT / LEASES								
610669	688120	Rentals	60,551.00	68,000.00	68,000.00	.00	68,000.00	68,000.00	_____
	TOTAL EQUIPMENT / LEASES		60,551.00	68,000.00	68,000.00	.00	68,000.00	68,000.00	_____
95	OPERATING EXPENSES								
610669	695102	Power/Fuel	90,293.19	100,000.00	100,000.00	88,980.70	108,000.00	100,000.00	_____

Attachment: Exhibit C - 2024 Sewer Budget Details (RESOLUTION 4078 : FY2024 Sewer Budget)

CITY OF MEQUON

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 624 2024 SEWER AND WATER UTILITY BUDGETS FOR PERIOD 99

ACCOUNTS FOR: Sewer UT	Fund		2022 ACTUAL	2023 ORIG BUD	2023 REVISED BUD	2023 ACTUAL	2023 PROJECTION	2024 DEPT HEAD	COMMENT
610669	695103	SystemReh	75,468.64	135,000.00	135,000.00	15,373.37	170,566.00	135,000.00	
610669	695104	TV Equip	94.20	15,000.00	12,548.87	8,949.11	17,451.13	15,000.00	
610669	695105	System Rep	30,510.16	60,000.00	60,000.00	30,215.92	70,235.00	60,000.00	
610669	695108	SewageO&M	1,503,061.42	1,672,293.00	1,296,167.22	1,302,085.22	1,672,293.00	1,696,876.00	
610669	695109	SewageCap	4,896,635.00	4,604,759.00	4,603,203.00	4,610,128.00	4,621,341.00	4,629,571.00	
610669	695111	Transport	2,302.03	5,000.00	5,000.00	953.44	2,400.00	5,000.00	
610669	695114	Equip Repl	38.43	5,000.00	5,000.00	.00	5,000.00	5,000.00	
610669	695201	TranCapRes	.00	.00	.00	.00	.00	.00	
TOTAL OPERATING EXPENSES			6,598,403.07	6,597,052.00	6,216,919.09	6,056,685.76	6,667,286.13	6,646,447.00	
96	NON-OPERATING EXPENS								
610669	686604	BadDebt	408.39	.00	.00	498.70	.00	.00	
610669	696101	Depreciati	1,041,996.52	1,200,000.00	1,200,000.00	.00	1,075,000.00	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	458,121.70	406,756.00	406,756.00	308,545.78	406,756.00	359,713.00	
TOTAL NON-OPERATING EXPENS			1,500,526.61	1,606,756.00	1,606,756.00	309,044.48	1,481,756.00	1,484,713.00	
TOTAL Sewer UT Operations			-1,923,461.08	-2,057,286.00	-2,437,437.79	-3,867,302.54	-2,451,675.99	-2,680,879.02	
TOTAL Sewer UT Fund			-1,923,461.08	-2,057,286.00	-2,437,437.79	-3,867,302.54	-2,451,675.99	-2,680,879.02	
		TOTAL REVENUE	-11,085,368.53	-11,475,026.00	-11,475,026.00	-10,891,669.58	-11,748,226.00	-12,078,726.00	
		TOTAL EXPENSE	9,161,907.45	9,417,740.00	9,037,588.21	7,024,367.04	9,296,550.01	9,397,846.98	
		GRAND TOTAL	-1,923,461.08	-2,057,286.00	-2,437,437.79	-3,867,302.54	-2,451,675.99	-2,680,879.02	

** END OF REPORT - Generated by Jennifer Engroff **

Attachment: Exhibit C - 2024 Sewer Budget Details (RESOLUTION 4078 : FY2024 Sewer Budget)

CITY OF MEQUON

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 624 2024 SEWER AND WATER UTILITY BUDGETS FOR PERIOD 99

ACCOUNTS FOR: Sewer UT Fund	2022 ACTUAL	2023 ORIG BUD	2023 REVISED BUD	2023 ACTUAL	2023 PROJECTION	2024 DEPT HEAD	COMMENT

	Field #	Total	Page Break
Sequence 1	1	Y	Y
Sequence 2	9	Y	Y
Sequence 3	10	Y	N
Sequence 4	0	N	N

Report title:
10/23/2023 16:08 |CITY OF MEQUON |P
jengroff |NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS |bgnyrp

PROJECTION: 624 2024 SEWER AND WATER UTILITY BUDGETS FOR PERIOD 99

Report type:	1
Budget level:	1
Percentage change calculation method:	1
Print first or second year of budget requests:	F
Print revenue as credit:	Y
Include cfwd in rev bud:	N
Include cfwd in actuals:	N
Print totals only:	N
Include segment code:	N
Include report grand totals by account type:	Y
Print full GL account:	N
Double space:	N
Suppress zero bdgt accts:	N
Print as worksheet:	N
Print percent change or comment:	C
Print text:	N
Amounts/totals exceed 999 million dollars:	N
Print five budget levels:	N
Report view:	F

Find Criteria

Field Name	Field Value
Org	610669
Object	
Project	
Account type	
Account status	

Attachment: Exhibit C - 2024 Sewer Budget Details (RESOLUTION 4078 : FY2024 Sewer Budget)

CITY OF MEQUON

DEPARTMENT BUDGET REQUESTS

BUDGET PROJECTION 624 2024 SEWER AND WATER UTILITY BUDGETS

ORG	OBJECT	PROJ	ACCOUNT DESCRIPTION	CURRENT ADJ BUDGET	PROJECTED ACTUAL	DEPT HEAD	PERCENT CHANGE
610669	435101		General Property Tax	.00	.00	.00	.00
	0610-10-669-000-435101-						
610669	445106		Miscellaneous Rev.	.00	.00	.00	.00
	0610-10-669-000-445106-						
610669	455102		Special Assessment Rev	.00	.00	.00	.00
	0610-10-669-000-455102-						
610669	455103		S/A Interest	-300.00	-300.00	-300.00	.00
	0610-10-669-000-455103-						
610669	458201		Long Term Debt Prcds	.00	.00	.00	.00
	0610-10-669-000-458201-						
610669	458203		Amort - Bond Premium	-62,342.00	-62,342.00	-62,342.00	.00
	0610-10-669-000-458203-						
610669	458301		PILOT Revenue	-11,000.00	-3,200.00	-121,000.00	1,000.00
	0610-10-669-000-458301-						
	PILOT Revenue			1.00	121,000.00	-121,000.00	
610669	458302		Prior Years Expense	.00	.00	.00	.00
	0610-10-669-000-458302-						
610669	458303		Revenue Reduction	.00	.00	.00	.00
	0610-10-669-000-458303-						
610669	458501		Other Grants / Donations	.00	.00	.00	.00
	0610-10-669-000-458501-						
610669	459101		Interest-Investments	-120,000.00	-400,000.00	-250,000.00	108.33
	0610-10-669-000-459101-						
610669	459102		Proceeds - Capital Lease	.00	.00	.00	.00
	0610-10-669-000-459102-						
610669	460201		Residential-Measured	-890,230.00	-890,230.00	-952,468.00	6.99
	0610-10-669-000-460201-						
610669	460202		Public Authority	.00	.00	.00	.00
	0610-10-669-000-460202-						
610669	460203		Commercial-Measured	-1,276,293.00	-1,276,293.00	-1,423,295.00	11.52
	0610-10-669-000-460203-						
610669	460204		Service-MMSD Capital	.00	.00	.00	.00
	0610-10-669-000-460204-						

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CITY OF MEQUON

DEPARTMENT BUDGET REQUESTS

BUDGET PROJECTION 624 2024 SEWER AND WATER UTILITY BUDGETS

ORG	OBJECT	PROJ	ACCOUNT DESCRIPTION	CURRENT ADJ BUDGET	PROJECTED ACTUAL	DEPT HEAD	PERCENT CHANGE
610669	460205		Residential-Flat Rate	-1,444,905.00	-1,444,905.00	-1,538,500.00	6.48
	0610-10-669-000-460205-						
610669	460206		Tax Exempt Capital Fees	-429,000.00	-429,000.00	-440,000.00	2.56
	0610-10-669-000-460206-						
610669	460208		Misc Operating Revenue	-15,000.00	-15,000.00	-15,000.00	.00
	0610-10-669-000-460208-						
610669	461101		Sewer Property Tax	-7,213,956.00	-7,213,956.00	-7,262,821.00	.68
	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	-12,000.00	-13,000.00	-13,000.00	8.33
	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	524,943.00	440,000.00	532,787.81	1.49
	0610-10-669-000-670101-						
				1.00	69,609.00	69,609.00	
				1.00	72,921.00	72,921.00	
				1.00	69,609.00	69,609.00	
				1.00	86,463.00	86,463.00	
				1.00	53,793.00	53,793.00	
				1.00	53,793.00	53,793.00	
				.50	77,024.00	38,512.00	
				.50	48,900.00	24,450.00	
			INTERNS	1.00	29,120.00	29,120.00	
			DRISCOLL KEVIN	.50	90,781.62	45,390.81	
			2% Vacancy Discount	1.00	10,873.00	-10,873.00	
610669	670104		Vacation	.00	.00	.00	.00
	0610-10-669-000-670104-						

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CITY OF MEQUON

DEPARTMENT BUDGET REQUESTS

BUDGET PROJECTION 624 2024 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	25,000.00	25,000.00	.00
	0610-10-669-000-670106-						
610669	670201		OverTime	3,000.00	4,000.00	3,000.00	.00
	0610-10-669-000-670201-						
610669	670202		Stand By Pay	10,000.00	1,000.00	5,000.00	-50.00
	0610-10-669-000-670202-						
610669	670205		Medical Leave	.00	10,000.00	.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	192,000.00	205,000.00	214,500.00	11.72
	0610-10-669-000-670401-						
610669	673101		Social Security	39,046.00	39,046.00	39,666.00	1.59
	0610-10-669-000-673101-						
				.00	.00	4,099.00	
				.00	.00	959.00	
				.00	.00	4,154.00	
				.00	.00	971.00	
				.00	.00	3,945.00	
				.00	.00	922.00	
				.00	.00	5,127.00	
				.00	.00	1,199.00	
				.00	.00	2,518.00	
				.00	.00	589.00	
				.00	.00	3,120.00	
				.00	.00	730.00	
				.00	.00	2,998.00	
				.00	.00	701.00	
				.00	.00	2,267.00	
				.00	.00	530.00	
				.00	.00	1,393.00	
				.00	.00	326.00	
			FICA/MEDICARE ON OT & STANDBY PAY	1.00	1,700.00	1,700.00	
			INTERNS	1.00	2,228.00	2,228.00	
			2% Vacancy Discount	1.00	810.00	-810.00	

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CITY OF MEQUON

DEPARTMENT BUDGET REQUESTS

BUDGET PROJECTION 624 2024 SEWER AND WATER UTILITY BUDGETS

ORG	OBJECT	PROJ	ACCOUNT DESCRIPTION	CURRENT ADJ BUDGET	PROJECTED ACTUAL	DEPT HEAD	PERCENT CHANGE
610669	673102		Retirement	35,200.00	35,200.00	36,167.00	2.75
	0610-10-669-000-673102-						
				.00	.00	4,803.00	
				.00	.00	5,032.00	
				.00	.00	4,803.00	
				.00	.00	5,966.00	
				.00	.00	3,048.00	
				.00	.00	3,712.00	
				.00	.00	3,712.00	
				.00	.00	2,657.00	
				.00	.00	1,687.00	
			WRS ON STANDBY/OT	1.00	1,485.00	1,485.00	
			2% Vacancy Discount	1.00	738.00	-738.00	
610669	673103		Worker's Comp Insurance	13,800.00	15,050.00	15,200.00	10.14
	0610-10-669-000-673103-						
610669	673104		Unemployment Compensation	.00	.00	.00	.00
	0610-10-669-000-673104-						
610669	673201		Health Insurance	145,612.00	145,612.00	158,174.17	8.63
	0610-10-669-000-673201-						
				.00	.00	9,931.00	
				.00	.00	24,462.00	
				.00	.00	24,462.00	
				.00	.00	24,462.00	
				.00	.00	12,231.00	
				.00	.00	9,931.00	
				.00	.00	23,595.00	
				.00	.00	12,231.00	
				.00	.00	12,231.00	
			Additional 2024 Rate Increase	1.00	7,866.17	7,866.17	
			2% Vacancy Discount	1.00	3,228.00	-3,228.00	
610669	673202		Dental Insurance	5,788.00	5,788.00	5,672.00	-2.00
	0610-10-669-000-673202-						
				.00	.00	349.00	
				.00	.00	1,018.00	
				.00	.00	1,018.00	
				.00	.00	1,018.00	
				.00	.00	509.00	
				.00	.00	349.00	
				.00	.00	1,018.00	
				.00	.00	509.00	
			2% Vacancy Discount	1.00	116.00	-116.00	
610669	673203		Life Insurance	1,543.00	1,543.00	1,770.00	14.71
	0610-10-669-000-673203-						
				.00	.00	225.00	
				.00	.00	83.00	
				.00	.00	399.00	
				.00	.00	586.00	

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CITY OF MEQUON

DEPARTMENT BUDGET REQUESTS

BUDGET PROJECTION 624 2024 SEWER AND WATER UTILITY BUDGETS

ORG	OBJECT	PROJ	ACCOUNT DESCRIPTION	CURRENT ADJ BUDGET	PROJECTED ACTUAL	DEPT HEAD	PERCENT CHANGE
				.00	.00	75.00	
				.00	.00	46.00	
				.00	.00	62.00	
				.00	.00	261.00	
				.00	.00	69.00	
			2% Vacancy Discount	1.00	36.00	-36.00	
610669	673204		Long Term Disability	2,250.00	2,000.00	2,000.00	-11.11
			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	981.12	1,018.88	1,000.00	1.92
			0610-10-669-000-680101-				
610669	680301		Work Supplies-Admin	17,000.00	18,000.00	18,000.00	5.88
			0610-10-669-000-680301-				
610669	680402		Motor Fuels & Lubricant	17,500.00	18,500.00	20,000.00	14.29
			0610-10-669-000-680402-				
610669	680504		Telephone services	2,000.00	2,000.00	2,000.00	.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	1,500.00	5,000.00	.00
			0610-10-669-000-683202-				
			Veolia Storage Tank	1.00	5,000.00	5,000.00	

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CITY OF MEQUON

DEPARTMENT BUDGET REQUESTS

BUDGET PROJECTION 624 2024 SEWER AND WATER UTILITY BUDGETS

ORG	OBJECT	PROJ	ACCOUNT DESCRIPTION	CURRENT ADJ BUDGET	PROJECTED ACTUAL	DEPT HEAD	PERCENT CHANGE
610669	683401		Liability Insurance	28,500.00	35,000.00	38,000.00	33.33
	0610-10-669-000-683401-			1.00	38,000.00	38,000.00	
610669	683402		Auto Insurance	5,000.00	4,000.00	4,000.00	-20.00
	0610-10-669-000-683402-			1.00	4,000.00	4,000.00	
610669	683501		Training/Conferences	7,500.00	6,000.00	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	.00	.00	.00
	0610-10-669-000-686604-						
610669	688120		Rentals	68,000.00	68,000.00	68,000.00	.00
	0610-10-669-000-688120-			1.00	68,000.00	68,000.00	
610669	695102		Power/Fuel - Pumping Stations	100,000.00	108,000.00	100,000.00	.00
	0610-10-669-000-695102-			1.00	100,000.00	100,000.00	
610669	695103		System Rehabilitation	135,000.00	170,566.00	135,000.00	.00
	0610-10-669-000-695103-						
	Electrical Repairs - Gilitzer Electric			1.00	25,000.00	25,000.00	
	Sewer Emergency Repairs - DF Tomasini, Globe			1.00	25,000.00	25,000.00	
	SCADA Repairs - Energenecs			1.00	25,000.00	25,000.00	
	Additional System Rehabilitation/Maintenance			1.00	60,000.00	60,000.00	
610669	695104		TV Equipment	12,548.87	17,451.13	15,000.00	19.53
	0610-10-669-000-695104-			1.00	15,000.00	15,000.00	
610669	695105		System Repairs	60,000.00	70,235.00	60,000.00	.00
	0610-10-669-000-695105-						
	SYSTEM REPAIRS			1.00	60,000.00	60,000.00	

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CITY OF MEQUON

DEPARTMENT BUDGET REQUESTS

BUDGET PROJECTION 624 2024 SEWER AND WATER UTILITY BUDGETS

ORG	OBJECT	PROJ	ACCOUNT DESCRIPTION	CURRENT ADJ BUDGET	PROJECTED ACTUAL	DEPT HEAD	PERCENT CHANGE
610669	695108		Sewage Treatment-O & M	1,296,167.22	1,672,293.00	1,696,876.00	30.91
	0610-10-669-000-695108-						
	Milwaukee Metro Sewerage District			1.00	1,696,876.00	1,696,876.00	
610669	695109		Sewage Treatment-Capita	4,603,203.00	4,621,341.00	4,629,571.00	.57
	0610-10-669-000-695109-						
	Milwaukee Metro Sewerage District Capital Charge			1.00	4,629,571.00	4,629,571.00	
610669	695111		Transportation	5,000.00	2,400.00	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	5,000.00	.00
	0610-10-669-000-695114-						
				1.00	5,000.00	5,000.00	
610669	695201		Transfer to Capital Reserve	.00	.00	.00	.00
	0610-10-669-000-695201-						
610669	696101		Depreciation	1,200,000.00	1,075,000.00	1,125,000.00	-6.25
	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	406,756.00	406,756.00	359,713.00	-11.57
	0610-10-669-000-696501-						
			BUDGET CEILING:			-2,437,437.79	
			TOTALS:	-2,437,437.79	-2,451,675.99	-2,680,879.02	9.99

** END OF REPORT - Generated by Jennifer Engroff **

Attachment: Exhibit C - 2024 Sewer Budget Details (RESOLUTION 4078 : FY2024 Sewer Budget)

11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2934
Fax: 262-242-9655
www.ci.mequon.wi.us
Office of Engineering

TO: **Common Council**
FROM: **Kristen Lundeen, Director of Public Works/City Engineer**
DATE: **November 14, 2023**
SUBJECT: **RESOLUTION 4093 A Resolution Ratifying an Estimated Final Contract Amount of $55,000 with S.E.H. of Sheboygan, Wisconsin, for Inspection Services in Connection with the Tamerlane Drive Lift Station O Parallel Sanitary Force Main and Pump Replacement Projects**

Background

In March and April 2023, the Sewer Utility District Commission (SUDC) recommended and the Common Council approved contracts to replace several pumps and valves at Tamerlane Drive, Lift Station O and construct a parallel force main.

At the time, it was anticipated that inspection efforts would be below the $25,000 threshold required for Common Council approval, or that approval would be covered by Resolution 4020. That resolution authorized inspection services exceeding $25,000 for the 2023 construction season and SEH was on the list of approved vendors.

Private developments in the City of Mequon are required to have construction inspections related to public infrastructure and erosion control and obtain civil and stormwater management plan approval from the City of Mequon Engineering Division.

Analysis

City Financial Policies require competitive pricing for efforts exceeding $5,000 and Common Council approval in excess of $25,000. The competitive pricing threshold was met with the inspection services request for proposal under Resolution 4020.

Inspection services contracts are generally written as a time and materials effort, where the final contract amount is dependent on the construction of the project and the contractor's work schedule. As noted above, City staff initially authorized an inspection services contract not-to-exceed $25,000.

The field efforts during the month of September were dictated by the contractor's field activities, which included additional time to address an issue with a conflict with the force main location. At the time, City staff authorized an increase to $37,912, assuming the authorization was included in Resolution 4020.

For the force main project, remaining efforts include administration of the final pay application to the contractor and a final site walk-though. The pumps have not yet been delivered; therefore, inspection of the installation has not yet occurred. The currently authorized contract amounts

also do not include the record drawings and inspection of the pump startup, both critical to the operation and maintenance of the system.

Resolution 4020 authorizes inspection services associated with development or build-and-contribute projects. The resolution restricts the authorization to projects where the inspections and reviews are billed to the developer.

The inspection services for the Tamerlane Drive, Lift Station O project are funded solely by the Sewer Utility and not directly related to development, although the upgrades were prioritized to provide the capacity warranted for the Swan Ridge Farms subdivision project.

Fiscal Impact

There is sufficient funding in the Sanitary Lift Station capital account (610669 740002) for this contract. Staff is requesting ratification of the original contract amendment and authorization of a total $55,000 to include estimated remaining efforts and a contingency, as follows:

- Original authorization: $25,000
- September Amendment: + $12,912; total $37,912
- October Projection: + $7,813; total $45,725
- Additional, not yet authorized work: + $3,770 ($2,730 for preparation of record drawings, and $1,040 for start-up assistance); total $49,495
- Contingency: + $5,505 (approx. 10%, rounded to nearest $1,000)

Please note that payments to the contractor to date total $22,832.49. Therefore, while efforts to date exceed $25,000, City staff has not authorized payment in excess of those allowed by the City's Financial Policies.

Recommendation

A recommendation is forthcoming from the Sewer Utility District Commission on November 14, 2023.

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4093

A Resolution Ratifying an Estimated Final Contract Amount of $55,000 with S.E.H. of Sheboygan, Wisconsin, for Inspection Services in Connection with the Tamerlane Drive Lift Station O Parallel Sanitary Force Main and Pump Replacement Projects

RECITALS

A. The Sewer Utility authorized contracts to construct a parallel force main and to replace pumps and valves at Tamerlane Drive, Lift Station O.

B. The Sewer Utility requires inspection services related to public infrastructure construction performed by employees from outside firms, when project workloads or construction timelines exceed the availability of City staff.

C. City staff authorized an inspection services contract with S.E.H. for the oversight of the aforementioned construction project.

D. Efforts to date and anticipated efforts to complete the inspection project through pump startup, project closeout and record drawings exceed $25,000 and are anticipated not to exceed $55,000.

E. Ratification of the contract limits is required to conform to the City's Financial Policies.

F. There are sufficient funds in the Sewer Utility capital account 610669 740002.

G. Sewer Utility District Commission approval is forthcoming on November 14, 2023.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin that staff is authorized to exceed the expenditure limit of $25,000, authorizing a total contract value of $55,000 with S.E.H for inspection services associated with construction activities at Tamerlane Drive, Lift Station O.

_____
Approved by: Andrew Nerbun, Mayor

Date Approved: November 14, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on November 14, 2023.

Caroline Fochs, City Clerk

11333 N. Cedarburg Road
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Phone: 262-242-3100
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www.ci.mequon.wi.us **Office of City Attorney**

TO: **Common Council**
FROM: **Brian Sajdak, City Attorney**
DATE: **November 10, 2023**
SUBJECT: **Closed Session for Aqueous Film-Forming Foam Products Liability Litigation, Multi-District Litigation No. 2:18-mn-02873 (3M & Dupont PFAS Litigation Class Action Settlement)**

Background

The Common Council may enter into closed session pursuant to Wis. Stat. § 19.85(1)(g) for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or may be involved, and then may re-enter open session to take such action it deems appropriate. This section would allow the Council to enter into closed session for the purpose of obtaining advice from the City Attorney with respect to the strategy the Council desires to adopt in connection with a proposed class-action settlement in the Aqueous Film-Forming Foam Products Liability Litigation, Multi-District Litigation No. 2:18-mn-02873 (3M & Dupont PFAS litigation).

Recommendation

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

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www.ci.mequon.wi.us **Office of City Attorney**

TO: **Common Council**
FROM: **Brian Sajdak, City Attorney**
DATE: **November 9, 2023**
SUBJECT: **Request to Transfer a Reserve Liquor License to the Village of Thiensville**

Background

The Common Council may enter into closed session pursuant to Wis. Stat. §19.85(1)(e), for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. This section would allow the Council to enter into closed session for the purpose of discussing bargaining position as it relates to the potential transfer of a reserve liquor license to the Village of Thiensville.

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 purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.