



Common Council
Tuesday, January 12, 2016; 7:30 PM
Christine Nuernberg Hall

AGENDA

Call to Order, Pledge of Allegiance, Roll Call

1) Public Hearing: None

2) Personal appearances and public comment:

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

3) Public officials' reports:

- a) **Mayor**
- b) **City Administrator**

4) CONSENT AGENDA

- a) Common Council meeting minutes of December 8, 2015
- b) Architectural Board meeting minutes of November 9, 2015
- c) Board of Appeals meeting minutes of September 9, 2015
- d) Bureau of Permits and Inspections Report for May, June, July, August, September, October and November 2015
- e) Finance–Personnel Committee meeting minutes of November 10, 2015
- f) Fire Department Report for November 2015
- g) Park Board meeting minutes of September 23, 2015
- h) Planning Commission meeting minutes of November 9, 2015
- i) Police and Fire Commission meeting minutes of September 3, October 6, and November 9, 2015
- j) Public Safety Committee meeting minutes of October 29 and November 10, 2015
- k) Public Welfare Committee meeting minutes of November 10, 2015
- l) Public Works Committee meeting minutes of October 13, 2015
- m) Tree Board meeting minutes of October 28, 2015
- n) Zoning Enforcement and Site Compliance Report through January 1, 2016
- o) **RESOLUTION 3341** – A Resolution Disallowing the Claim of John R. Grau Relating to Driveway Replacement. **Recommendation forthcoming by Finance-Personnel Committee January 12, 2016.**

- p) **RESOLUTION 3344** – Granting of Easement to WE Energies – Donges Bay Road. **Recommendation forthcoming by Public Works Committee January 12, 2016.**
- q) **RESOLUTION 3353** – Approving the Highlanders Estates Subdivision Phase II Development Agreement for the Lands Located Immediately South of Brighton Ridge and Knightsbridge Subdivisions. **Recommendation forthcoming by Planning Commission January 11, 2016.**

5) Committee of the Whole:

- a) Discussion Item - DPW Combined Facility

6) Ordinances:

- a) **2015-1452** - Text amendment to the City of Mequon, Chapter 58, zoning code, relating to definitions and the use of single-family dwellings in the residential zoning districts. **Tabled by Planning Commission June 8, 2015; First Reading at Common Council June 9, 2015; Tabled at Common Council July 14, 2015; Recommended by Planning Commission July 20, 2015; Recommended by Public Welfare November 10, 2015; First Reading.**
- b) **2015-1462** – An Ordinance Amending §30.94 and 30.96 of the Mequon Municipal Code as it Relates to the Regulation and Issuance of Fireworks Permits. **Recommended by Public Welfare Committee December 8, 2015; First Reading at Common Council December 8, 2015.**
- c) **2016-1465** – Amending Article XXXIV, Section 24.34(5) of the City of Mequon Personnel Code Pertaining to Reimbursement for Meals. **Recommendation forthcoming by Finance-Personnel Committee January 12, 2016; First Reading.**
- d) **2016-1466** - Amendment to City of Zoning Map for Approximately 221 Acres Located at 11446 N. Farmdale Road and the Northwest Corner of Mequon Road and Farmdale Road for a 20-Lot Cluster Development of Single-Family Residential. **Recommendation forthcoming by Planning Commission January 11, 2016; First Reading.**

7) Resolutions:

- a) **3345** - Approving Purchase of Fire Department Self Contained Breathing Apparatus. **Recommended by Public Safety Committee December 14, 2015.**
- b) **3351** - Resolution Authorizing the Redemption of the City of Mequon \$16,965,000 General Obligation Refunding Bonds, Series 2005B. **Recommendation forthcoming by Finance-Personnel January 12, 2016.**
- c) **3352** - Approving the Agreement between the City of Mequon and the Mequon Fire and EMS. **Recommendation forthcoming by Finance-Personnel Committee January 12, 2016.**

8) Specified Unfinished Business: None

9) Presentation of Petitions, Memorials, and/or Remonstrances and Communications: None

10) Specified Miscellaneous New Business:

- a. Mayoral Appointment:

Economic Development Board		
Name	Title	District
Rick Shneyder	Member	At Large

11) Closed Session:

- a) Pursuant to Section 19.85(1)(g), Wisconsin State Statutes, conferring with legal counsel for the government body who is rendering oral and written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved (Shoreland Nature Preserve).

12) Adjourn

Dated: January 7, 2016

/s/ Dan Abendroth, Mayor

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

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

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

**CITY OF MEQUON
COMMON COUNCIL**

draft

**Regular Meeting
December 8, 2015**

Mayor Abendroth called the meeting of the Common Council to order at 7:30 PM with the Pledge of Allegiance and the roll call.

PRESENT: Mayor Abendroth, Aldermen Strzelczyk, Pukaite, Mayr, Leszczynski, Gierl, Hawkins, Nerbun, Adams; City Clerk/Administrator Jones; Assistant City Administrator Thyges; City Attorney Sajdak; Deputy City Clerk Fochs; Community Development Director Tollefson; City Engineer/Public Works Director Lundeen; Finance Director Watson, IT Director McCaw, press and interested public

ABSENT: None

1) **Public Hearings:**

- a) Moved by Alderman Pukaite, seconded by Alderman Strzelczyk to open a public hearing to discuss **ORDINANCE 2015-1460** - A request by Robert Niebauer for Lakeside Development to dissolve a PUD (Planned Unit Development) approval under Ordinance 2008-1255 that applied to 6809 and 6835 W. Mequon Road and create a new PUD for properties 6729, 68096835 W. Mequon Road for an approximately 8.3 acre property to allow a mixed use development including a 71-unit assisted living care facility. The motion passed by voice acclamation 8/0.

Kyle Munn, Suda Wagle and Roger Smith spoke in favor of **ORDINANCE 2015-1460** citing the need for high end rentals, commerce opportunities and an assisted living facility, and offered testimony to the good reputation of Lakeside Development in the community. David Mueller also supports the project but did not wish to speak.

Mark Freiburg spoke against **ORDINANCE 2015-1460** citing concerns about oversaturation of rental units and buffer zones for existing homes in the area.

There being no one else wishing to speak, moved by Alderman Adams, seconded by Alderman Strzelczyk to close the public hearing. The motion passed by voice acclamation 8/0.

2) **Personal appearances and public comment:** None

3) **Public official's reports:**

- a) **Mayor:** The Mayor extended holiday wishes of peace, love and happiness to all.
- b) **City Administrator:** City Hall will be closed for the holidays on December 24th and 25th, after 12:00 pm on December 31st and all day January 1st.

4) **Convene as Appropriations Committee:**

There being no objection, the Mayor declared the Common Council convened as the Appropriations Committee at 7:50 PM.

- a) Moved by Alderman Strzelczyk, seconded by Alderman Mayr to approve the minutes of October 27, 2015. The motion passed by voice acclamation 8/0.

There being no objection, the Mayor declared the Appropriations Committee reconvened as Common Council.

5) **Consent Agenda:**

- a) Common Council meeting minutes of November 10, 2015
- b) Architectural Board meeting minutes of October 12, 2015
- c) Finance-Personnel Committee meeting minutes of October 13, 2015
- d) Fire Department Report for October 2015
- e) Planning Commission meeting minutes of October 12, 2015
- f) Public Welfare Committee meeting minutes of October 13, 2015
- g) Zoning Enforcement and Site Compliance Reports through December 1, 2015
- h) **RESOLUTION 3342**– Approving the replatting of a condominium plat for properties located at 11715-11731 N. Port Washington Road. **Recommendation forthcoming by Planning Commission December 7, 2015.**

Moved by Alderman Pukaite, seconded by Alderman Mayr to approve the consent agenda.

The motion passed by voice acclamation 8/0.

- 6) **Convene as Committee of the Whole:** There being no objection, the Mayor declared the Common Council convened as the Committee of the Whole (7:52 PM).

Alderman Leszczynski recused himself.

- a) Item for Discussion – **RESOLUTION 3349** – Authorizing staff to Enter into Lease Agreements with the Logemann Community Center’s Existing tenants as Deemed Necessary.

Assistant City Administrator Thyges stated that staff and City Attorney Sajdak have been tracking down contact information for the remaining tenants of the Logemann Community Center. The goal tonight is to review the proposed lease template and to authorize staff to finalize lease arrangements with Logemann tenants. The lease agreements will hope to establish standardized monthly rental amounts, reflect specific ending dates for occupancy, further clarify the terms of the lease, establish a chain of command for maintenance emergencies, and restrict further leasing/subleasing activities. Staff’s objective is to preserve the existing lease terms but to have the tenants cover any operational costs (i.e., garbage pickup, cleaning service), be responsible for the removal of any furniture and/or fixtures. New lease arrangements will have the City directly realize the tenant lease payments which will help to off-set building costs.

Director Lundeen confirmed that currently the City pays the heating bill. At least one tenant has a lease through September 2016. Discussion ensued on lease lengths and

operational costs, the Historical Society, notice rights, and target end date. The Committee recommended an April 2016 target end date.

Moved by Alderman Hawkins, seconded by Alderman Strzelczyk to recommend **RESOLUTION 3349** move forward for Common Council action.

The motion passed by voice acclamation 7/0.

- b) The Mayor declared the Committee of the Whole reconvened as Common Council (8:10 PM)

Alderman Leszczynski returned to the dais.

7) **Ordinances:**

- a) Moved by Alderman Nerbun, seconded by Alderman Hawkins to approve **ORDINANCE 2015-1460** – A request by Robert Niebauer for Lakeside Development to dissolve a PUD (Planned Unit Development) approval under Ordinance 2008-1255 that applied to 6809 and 6835 W. Mequon Road and create a new PUD for properties at 6729, 6809, 6835 W. Mequon Road for an approximately 8.3 acre property to allow a mixed use development including a 71-unit assisted living care facility.

In response to the buffer zone comment, Director Tollefson explained that the development buffer zone plan has an established row of evergreens, there is a required setback, and three-story construction requires a Conditional use grant approval by the Planning Commission that requires a shadowing study. Discussion ensued on access points, traffic, review of absorption rates in the City and zoning setbacks. Landscape planning can be addressed at the development approval phase.

Motion passed upon roll call vote 8/0.

Favor: Strzelczyk, Pukaite, Mayr, Leszczynski, Gierl, Hawkins, Nerbun, Adams

Opposed: None

- b) **ORDINANCE 2015-1462** – An Ordinance Amending §30.94 and 30.96 of the Mequon Municipal Code as it Relates to the Regulation and Issuance of Fireworks Permits. **Recommendation forthcoming by Public Welfare Committee December 8, 2015; First Reading.**

8) **Resolutions:**

- a) Moved by Alderman Nerbun, seconded by Alderman Pukaite to approve **RESOLUTION 3343** - Amendment to a Development Agreement for the Enclave at Mequon Preserve Subdivision Located at 10729-10839 N. Wauwatosa Road as amended and recommended by the Planning Commission.

Motion passed upon roll call vote 8/0:

Favor: Pukaite, Mayr, Leszczynski, Gierl, Hawkins, Nerbun, Adams, Strzelczyk

Opposed: None

- b) Moved by Alderman Pukaite, seconded by Alderman Hawkins to approve **RESOLUTION 3347** – Authorizing the Selection of Management Information Technology Advisory Services for the City of Mequon.

Motion passed upon roll call vote 8/0:

Favor: Mayr, Leszczynski, Gierl, Hawkins, Nerbun, Adams, Strzelczyk, Pukaite

Opposed: None

- c) Moved by Alderman Mayr, seconded by Alderman Pukaite to approve **RESOLUTION 3348** – Approving a Transfer of Funds from the Contingency Account to Various Department Accounts in the General Fund.

Motion passed upon roll call vote 8/0.

Favor: Leszczynski, Gierl, Hawkins, Nerbun, Adams, Strzelczyk, Pukaite, Mayr

Opposed: None

- d) Moved by Alderman Hawkins, seconded by Alderman Strzelczyk to approve **RESOLUTION 3349** – Authorizing Staff to Enter Into Lease Agreements with the Logemann Community Center’s Existing Tenants as Deemed Necessary.

Motion passed upon roll call vote 7/0.

Favor: Gierl, Hawkins, Nerbun, Adams, Strzelczyk, Pukaite, Mayr

Opposed: None

Abstention: Leszczynski

9) **Specified Unfinished Business:** None

10) **Presentation of Petitions, Memorials, and/or Remonstrance’s and Communications:**
None

11) **Specified Miscellaneous New Business:** Moved by Alderman Hawkins, seconded by Alderman Adams to approve the Mayoral Appointments and the listed Election Officials.
Motion passed by voice acclamation 8/0.

12) **Adjourn:** Moved by Alderman Strzelczyk, seconded by Alderman Pukaite to adjourn at 8:37 PM.

Motion passed by voice acclamation 8/0.

William H. Jones, Jr., City Clerk

2)	Dist. 1 6:40pm	Re-Submittal: Detached Garage Approval to remove brick	Robert & Cindy Gralton – Chuck Reynolds – Caregiver 13349 N. Hawthorne Court Subd: N/A	Cont: Owner Arch: N/A
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Moved to Approve: Robert Meyers
 Seconded by: Robert Chich
 Approved: Yes
 Vote: 3-2

Conditions: Plans approved with no brick beltline. Owner needs to submit new drawings to reflect changes to original approval.

3)	Dist. 1 6:50pm	Detached Garage	Jean Custer 13825 N. Green Bay Road Subd: N/A	Cont: N/A Arch: Jim Schaefer
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Moved to Approve: Robert Meyers
 Seconded by: Daniel Morgan
 Approved: Yes
 Vote: 5-0

Conditions: Plans approved as submitted with addition of shutters on windows.

4)	Dist. 1 7:00pm	Detached Garage	Karen Forrer 13220 N. Windsor Court Subd: Castlewood Estates	Cont: Burg Homes & Design Arch: Jesse Burg
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Moved to Approve: Daniel Morgan
 Seconded by: Bobbi Schroeder
 Approved: Yes
 Vote: 5-0

Conditions: Plans approved as submitted with new materials to match existing.

5)	Dist. 1 7:10pm	New: Single Family Residence	Brandon & Rachel Goldbeck 14018 N. Davis Road Subd: N/A	Cont: Fine Line Carpentry Arch: Amanda Williams
<p>Moved to Approve: <u>Daniel Morgan</u></p> <p>Seconded by: <u>Robert Meyers</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>5-0</u></p> <p>Conditions: Plans approved as submitted with the condition that shake shingles to carry on all elevation in gables.</p>				

6)	Dist. 2 7:15pm	Detached Garage	Vitaira Holding 3332 W. Mulberry Drive Subd: Braatz Heights	Cont: VIP Construction Group Arch: N/A
<p>Moved to Approve: <u>Debra Weich</u></p> <p>Seconded by: <u>John Meyers</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>5-0</u></p> <p>Conditions: Plans approved as submitted with the addition of casement windows to match existing home and materials (siding, roof) and garage door to match existing garage door.</p>				

7)	Dist. 2 7:25pm	Addition: Second Story Bedroom Suite	Jeff & Becky Yuan 4201 W. Stonefield Road Subd: Stonefields	Cont: Lakeside Development Arch: Brian Scheive
<p>Moved to Approve: <u>Robert Meyers</u></p> <p>Seconded by: <u>Debra Weich</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>5-0</u></p> <p>Conditions: Plans approved as submitted with new materials and windows to match existing house.</p>				

8)	Dist. 2 7:35pm	Addition: Sunroom & One Car Garage	Steve Sass 2333 W. Hickory Lane Subd: Oz. Country Club Est	Cont: Strachota Builders Arch: Zuerns Building Product
<p>Moved to Approve: <u>Debra Weich</u></p> <p>Seconded by: <u>Robert Meyers</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>5-0</u></p> <p>Conditions: Plans approved as submitted.</p>				

9)	Dist. 3 7:45pm	Addition: Second Story Bedroom Suite	Christopher Stolte 7404 W. Freistadt Road Subd: N/A	Cont: D.B. Contracting Arch: Tom Bartlein
<p>Moved to Approve: <u>Robert Chich</u></p> <p>Seconded by: <u>Robert Meyers</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>5-0</u></p> <p>Conditions: Plans approved as submitted with the following conditions:</p> <ol style="list-style-type: none"> 1. New windows to match existing lower windows (trim color to be consistent on all windows). 2. Suggested to paint trim on upper existing windows to match brown/bronze color on trim on lower windows. 				

10)	Dist.3 7:55pm	Attached Garage	Vito Sorce 11617 N. Granville Road Subd: N/A	Cont: Select Property Mgmt. Arch: Miller Arch. Group
<p>Moved to Approve: <u>Roger Davison</u></p> <p>Seconded by: <u>Robert Chich</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>5-0</u></p> <p>Conditions: Plans approved as submitted with the following conditions:</p> <ol style="list-style-type: none"> 1. Addition of all brickwork to wrap and die on an inside corner. 2. Architectural elements to match exiting, (keystones and soldier course). 				

11)	Dist. 3 8:05pm	Re-Submittal: Addition - Bedroom Suite	Richard & Mary Thickers 11901 N. Vega Avenue	Cont: Signature Spaces
			Subd: Solar Heights	Arch: N/A

Moved to Approve: Robert Meyers
 Seconded by: Daniel Morgan
 Approved: Yes
 Vote: 5-0

Conditions: Plans approved as submitted.

12)	Dist. 3 8:15pm	Re-Submittal: New Single Family Residence	Craig & Deanna Conaty 12250 N. Ridge Road	Cont: Platz Custom Homes
			Subd: N/A	Arch: N/A

Moved to Approve: Roger Davison
 Seconded by: Daniel Morgan
 Approved: Yes
 Vote: 5-0

Conditions: Plans approved as submitted with additional brick as proposed in photos.

13)	Dist. 4 8:20pm	Detached Garage	Steve Kroft 9843 N. Arrowwood Road	Cont: Wetzel Construction
			Subd: Little Farms	Arch: Zoem

Moved to Approve: Daniel Morgan
 Seconded by: Bobbi Schroeder
 Approved: Yes
 Vote: 5-0

Conditions: Plans approved as submitted with the following conditions:
 1. New materials and color to match existing house.
 2. Windows should be double hung with casing around perimeter to match existing house.

14)	Dist.4 8:30pm	New: Single Family Residence	Veridian Homes LLC Fire Fly Court Subd: The Enclave at Mequon Preserves	Cont: Veridian Homes LLC Arch: Veridian Homes LLC
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Moved to Approve: Daniel Morgan
 Seconded by: Robert Meyers
 Approved: Yes
 Vote: 5-0

Conditions: Plans approved as submitted with the condition of removing brick (knee wall) banding on front elevation leaving only brick focal point.

15)	Dist.4 8:35pm	New: Single Family Residence	Veridian Homes LLC Morning Dove Lane Subd: The Enclave at Mequon Preserves	Cont: Veridian Homes LLC Arch: Veridian Homes LLC
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Moved to Approve: Daniel Morgan
 Seconded by: Robert Meyers
 Approved: Yes
 Vote: 5-0

Conditions: Plans approved as submitted with the following conditions:
 1. Addition of dog ears or eyebrow return on all four elevations, need to be consistent.
 2. Addition of shutters where applicable on all four elevations.



BOARD OF APPEALS
Wednesday, September 9, 2015; 6:00 PM
MINUTES

Present: Chairman Reitz; Members Ashmore, Larson, Levin, Massey; Deputy Clerk Fochs; Community Development Director Tollefson; City Inspector Rakow, Court Reporter Elaine Thies, Gramann Reporting; and interested public

Also Present: Appellants Steve and Michelle Bersell, and interested public

All parties appearing before the Board of Appeals were sworn.
A complete transcript of the proceedings can be made available upon request.

The meeting was called to order at 6:02 PM.

1. Approve meeting minutes of July 16, 2015

Moved by Member Ashmore, seconded by Member Levin to approve the meeting minutes of July 16, 2015.

The motion passed by voice acclamation 5/0.

2. Hear evidence concerning; debate, deliberate and decide the request of:

Applicant(s): Steve & Michelle Bersell

Owner: Steve & Michelle Bersell

Appeal: Requesting a variance from Section 58-239(j) Mequon Code of Ordinances to reduce the side yard setback requirements from 15 feet to 10 feet along the north and south property lines in order to construct a single-family home at 10108 N. Sheridan Drive

Inspector Rakow summarized the applicant's case. He indicated that staff would support granting a variance to the Bersells due to the hardship caused by the unique property and the new home would rectify the legal non-conforming structure.

Chairman Reitz opened the public hearing at this time. The adjacent neighbors to the north and south both spoke in favor of the new home plan and encourage the Board to approve the variance.

Motion by Member Ashmore, seconded by Member Massey to close the public hearing. The motion passed 5/0 by voice acclamation.

Appellant Bersell began by telling the Board he and his wife purchased the home 18 months ago. The existing home does not meet their needs, and the home designed for them would encroach into the side yard setback by five feet on each side. The new home would meet the 75' setback from the bluff. The current home is 35' from the bluff. Moving the home away from the bluff will benefit both neighbors by increasing their lake views.

Most, if not all, of the homes in this area do not meet the setback requirement. These homes were built prior to the zoning code creation, therefore are legal non-conforming.

Member Levin stated that this is an area variance. All the lots violate current zoning. He is in favor of granting the variance.

Member Massey stated the neighbors most impacted by the new home were in favor of the variance and it would improve their views. She is in favor of granting the variance.

Member Ashmore agrees and also has no problem in granting the variance.

Member Larson is in favor of the variance being granted.

Chairman Reitz questioned if any other issues would be created by allowing the home to encroach into the side yard setback? Director Tollefson indicated there is no violation of any other zoning restrictions and is not aware of any utility problems.

Motion by Member Levin, seconded by Member Ashmore to approve the variance. The motion resulted in a roll call vote 5/0:

Favor: Chairman Reitz; Members Ashmore, Larson, Levin, and Massey

Oppose: None

3. Adjourn

Moved by Member Ashmore, seconded by Member Levin to adjourn the meeting at 6:20 PM. The motion passed 5/0 by voice acclamation.

Respectfully submitted,
CITY OF MEQUON BOARD OF APPEALS
Kathy Andrykowski, Administrative Secretary
Approved: January 5, 2016

**CITY OF MEQUON
WISCONSIN**

DEPARTMENT OF COMMUNITY DEVELOPMENT

BUREAU OF PERMITS AND INSPECTIONS

MAY 2015

MONTHLY FEE'S REPORT

Type of Permit	This Month		Year to Date		Last Year to Date	
	No.	Fees	No	Fees	No	Fees
Building Applications	9	1,124.00	50	5,348.00	55	4,964.00
Building Permits	64	39,185.10	289	162,156.13	299	221,866.16
Heating Permits	43	5,125.00	228	38,472.54	226	30,658.99
Temp. Occupancy Permits	1	61.00	22	1,067.00	24	1,104.00
Occupancy Permits	8	452.00	42	2,853.00	47	3,071.00
Cert. of Compliances	38	2,318.00	145	8,845.00	112	6,832.00
Moving Permits	0	0.00	0	0.00	1	0.00
Razing	1	61.00	10	610.00	11	671.00
Plumbing Permits	104	11,302.00	391	48,013.00	410	42,543.00
Electrical Permits	73	6,887.56	362	37,592.90	378	42,365.48
Well Abandonment Permit	0	0.00	0	0.00	3	183.00
Well Operation Permit	0	0.00	0	0.00	2	244.00
Early Start	1	61.00	2	244.00	5	976.00
Total	342	\$ 66,576.66	1541	\$ 305,201.57	1573	\$ 355,478.63

**CITY OF MEQUON
WISCONSIN**

**DEPARTMENT OF COMMUNITY DEVELOPMENT
BUREAU OF PERMITS AND INSPECTIONS**

* MAY 2015 *

MONTHLY VALUE'S REPORT

Type of Permit	This Month		Year to Date		Last Year	
	No.	Value	No.	Value	No.	Value
Residences	4	2,361,448.00	17	8,748,404.00	26	12,775,582.00
Two Family Residence*	0	0.00	0	0.00	2	580,000.00
Multi-Fam (townhouse)	0	0.00	0	0.00	0	0.00
Multi-Fam (apartment)	0	0.00	0	0.00	0	0.00
Residential Add/Alter	22	465,464.00	142	3,977,848.52	154	4,566,876.79
Misc Residential	33	322,596.00	96	1,276,242.35	70	700,845.00
Commercial New/Addition	1	3,500,000.00	3	5,000,000.00	8	5,979,815.00
Commercial Remodel	0	0.00	8	668,952.00	9	425,500.00
Commercial Tenant	3	95,100.00	14	1,721,100.00	12	540,411.00
Utility	0	0.00	5	117,000.00	7	139,000.00
School/Church/Public Add/Ren	0	0.00	0	0.00	8	905,793.00
School, Church, Public, New	0	0.00	0	0.00	0	0.00
Agricultural	1	45,000.00	4	185,000.00	0	0.00
Raze Buildings/UST	1	0.00	10	0.00	11	0.00
Move Buildings	0	0.00	0	0.00	1	0.00
Tank Installs	0	0.00	0	0.00	1	9,100.00
Total	65	\$ 6,789,608.00	299	\$ 21,694,546.87	309	\$ 26,622,922.79

*Total Permits Issued, 2 Residences per 1 Unit

**CITY OF MEQUON
WISCONSIN**

DEPARTMENT OF COMMUNITY DEVELOPMENT

BUREAU OF PERMITS AND INSPECTIONS

JUNE 2015

MONTHLY FEE'S REPORT

Type of Permit	This Month		Year to Date		Last Year to Date	
	No.	Fees	No	Fees	No	Fees
Building Applications	26	2,591.00	76	7,939.00	69	6,480.00
Building Permits	91	22,532.18	380	184,688.31	376	250,009.02
Heating Permits	65	7,238.70	293	45,711.24	286	37,945.01
Temp. Occupancy Permits	9	418.00	31	1,485.00	27	1,239.00
Occupancy Permits	11	873.00	53	3,726.00	57	3,639.00
Cert. of Compliances	49	2,989.00	194	11,834.00	156	9,516.00
Moving Permits	0	0.00	0	0.00	1	0.00
Razing	0	0.00	10	610.00	11	671.00
Plumbing Permits	89	9,014.00	480	57,027.00	500	54,973.00
Electrical Permits	96	7,159.60	458	44,752.50	477	51,200.36
Well Abandonment Permit	2	122.00	2	122.00	5	305.00
Well Operation Permit	0	0.00	0	0.00	3	366.00
Early Start	0	0.00	2	244.00	6	1,159.00
Total	438	\$ 52,937.48	1979	\$ 358,139.05	1974	\$ 417,502.39

**CITY OF MEQUON
WISCONSIN**

**DEPARTMENT OF COMMUNITY DEVELOPMENT
BUREAU OF PERMITS AND INSPECTIONS**

* JUNE 2015 *

MONTHLY VALUE'S REPORT

Type of Permit	This Month		Year to Date		Last Year	
	No.	Value	No.	Value	No.	Value
Residences	1	550,000.00	18	9,298,404.00	32	15,141,150.00
Two Family Residence*	0	0.00	0	0.00	2	580,000.00
Multi-Fam (townhouse)	0	0.00	0	0.00	0	0.00
Multi-Fam (apartment)	0	0.00	0	0.00	0	0.00
Residential Add/Alter	37	1,026,554.00	179	5,004,402.52	189	6,441,943.79
Misc Residential	41	431,676.50	137	1,707,918.85	95	968,635.00
Commercial New/Addition	1	1,500,000.00	4	6,500,000.00	8	5,979,815.00
Commercial Remodel	9	160,344.00	17	829,296.00	10	465,500.00
Commercial Tenant	0	0.00	14	1,721,100.00	13	543,411.00
Utility	0	0.00	5	117,000.00	9	141,400.00
School/Church/Public Add/Rem	0	0.00	0	0.00	8	905,793.00
School, Church, Public, New	0	0.00	0	0.00	0	0.00
Agricultural	2	184,000.00	6	369,000.00	3	271,000.00
Raze Buildings/UST	0	0.00	10	0.00	11	0.00
Move Buildings	0	0.00	0	0.00	1	0.00
Tank Installs	0	0.00	0	0.00	1	9,100.00
Total	91	\$ 3,852,574.50	390	\$ 25,547,121.37	382	\$ 31,447,747.79

*Total Permits Issued, 2 Residences per 1 Unit

**CITY OF MEQUON
WISCONSIN**

DEPARTMENT OF COMMUNITY DEVELOPMENT

BUREAU OF PERMITS AND INSPECTIONS

JULY 2015

MONTHLY FEE'S REPORT

Type of Permit	This Month		Year to Date		Last Year to Date	
	No.	Fees	No	Fees	No	Fees
Building Applications	8	758.00	84	8,697.00	78	7,414.00
Building Permits	70	21,974.50	450	206,662.81	448	334,143.55
Heating Permits	49	4,530.50	342	50,241.74	335	43,576.33
Temp. Occupancy Permits	8	392.00	39	1,877.00	31	1,411.00
Occupancy Permits	9	641.00	62	4,367.00	68	4,385.00
Cert. of Compliances	24	1,464.00	218	13,298.00	201	12,261.00
Moving Permits	0	0.00	0	0.00	1	0.00
Razing	4	244.00	14	854.00	12	732.00
Plumbing Permits	83	6,450.00	563	63,477.00	605	81,703.50
Electrical Permits	76	6,935.88	534	51,688.38	577	67,202.64
Well Abandonment Permit	2	122.00	4	244.00	6	366.00
Well Operation Permit	0	0.00	0	0.00	4	488.00
Early Start	0	0.00	2	244.00	7	1,342.00
Total	333	\$ 43,511.88	2312	\$ 401,650.93	2373	\$ 555,025.02

**CITY OF MEQUON
WISCONSIN**

**DEPARTMENT OF COMMUNITY DEVELOPMENT
BUREAU OF PERMITS AND INSPECTIONS**

* JULY 2015 *

MONTHLY VALUE'S REPORT

Type of Permit	This Month		Year to Date		Last Year	
	No.	Value	No.	Value	No.	Value
Residences	5	2,410,545.00	23	11,708,949.00	37	19,008,150.00
Two Family Residence*	0	0.00	0	0.00	2	580,000.00
Multi-Fam (townhouse)	0	0.00	0	0.00	0	0.00
Multi-Fam (apartment)	0	0.00	0	0.00	0	0.00
Residential Add/Alter	25	1,180,250.00	204	6,184,652.52	222	7,762,916.79
Misc Residential	34	378,682.00	171	2,086,600.85	122	1,186,712.00
Commercial New/Addition	0	0.00	4	6,500,000.00	10	16,053,815.00
Commercial Remodel	5	406,479.00	22	1,235,775.00	11	466,000.00
Commercial Tenant	1	42,000.00	15	1,763,100.00	15	931,411.00
Utility	0	0.00	5	117,000.00	10	171,400.00
School/Church/Public Add/Rem	0	0.00	0	0.00	8	905,793.00
School, Church, Public, New	0	0.00	0	0.00	0	0.00
Agricultural	0	0.00	6	369,000.00	3	271,000.00
Raze Buildings/UST	4	0.00	14	0.00	12	0.00
Move Buildings	0	0.00	0	0.00	1	0.00
Tank Installs	0	0.00	0	0.00	2	395,100.00
Total	74	\$ 4,417,956.00	464	\$ 29,965,077.37	455	\$ 47,732,297.79

*Total Permits Issued, 2 Residences per 1 Unit

**CITY OF MEQUON
WISCONSIN**

DEPARTMENT OF COMMUNITY DEVELOPMENT

BUREAU OF PERMITS AND INSPECTIONS

August 2015

MONTHLY FEE'S REPORT

Type of Permit	This Month		Year to Date		Last Year to Date	
	No.	Fees	No	Fees	No	Fees
Building Applications	11	1,204.00	95	9,901.00	89	8,545.00
Building Permits	68	18,967.37	518	225,630.18	506	360,902.24
Heating Permits	46	5,279.91	388	55,521.65	375	48,798.81
Temp. Occupancy Permits	4	196.00	43	2,073.00	36	1,706.00
Occupancy Permits	10	824.00	72	5,191.00	86	5,386.00
Cert. of Compliances	5	305.00	223	13,603.00	240	14,642.00
Moving Permits	0	0.00	0	0.00	1	0.00
Razing	1	61.00	15	915.00	14	793.00
Plumbing Permits	99	11,184.00	662	74,661.00	673	89,506.50
Electrical Permits	95	9,466.72	629	61,155.10	652	87,898.28
Well Abandonment Permit	1	61.00	5	305.00	7	427.00
Well Operation Permit	0	0.00	0	0.00	4	488.00
Early Start	1	183.00	3	427.00	8	1,586.00
Total	341	\$ 47,732.00	2653	\$ 449,382.93	2691	\$ 620,678.83

**CITY OF MEQUON
WISCONSIN**

DEPARTMENT OF COMMUNITY DEVELOPMENT

BUREAU OF PERMITS AND INSPECTIONS

***AUGUST 2015 ***

MONTHLY VALUE'S REPORT

Type of Permit	This Month		Year to Date		Last Year	
	No.	Value	No.	Value	No.	Value
Residences	3	1,697,100.00	26	13,406,049.00	39	19,758,150.00
Two Family Residence*	2	600,000.00	2	600,000.00	4	1,015,000.00
Multi-Fam (townhouse)	0	0.00	0	0.00	0	0.00
Multi-Fam (apartment)	0	0.00	0	0.00	0	0.00
Residential Add/Alter	27	1,064,800.00	231	7,249,452.52	247	8,480,955.71
Misc Residential	31	435,829.00	202	2,522,429.85	146	1,367,429.00
Commercial New/Addition	0	0.00	4	6,500,000.00	11	17,453,815.00
Commercial Remodel	3	18,411.00	25	1,254,186.00	12	490,000.00
Commercial Tenant	0	0.00	15	1,763,100.00	18	1,799,197.00
Utility	1	10,000.00	6	127,000.00	10	171,400.00
School/Church/Public Add/Rem	1	28,000.00	1	28,000.00	8	905,793.00
School, Church, Public, New	0	0.00	0	0.00	0	0.00
Agricultural	0	0.00	6	369,000.00	3	271,000.00
Raze Buildings/UST	1	0.00	15	0.00	14	0.00
Move Buildings	0	0.00	0	0.00	1	0.00
Tank Installs	0	0.00	0	0.00	2	395,100.00
Total	69	\$ 3,854,140.00	533	\$ 33,819,217.37	515	\$ 52,107,839.71

*Total Permits Issued, 2 Residences per 1 Unit

**CITY OF MEQUON
WISCONSIN**

DEPARTMENT OF COMMUNITY DEVELOPMENT

BUREAU OF PERMITS AND INSPECTIONS

****SEPTEMBER 2015***

MONTHLY FEE'S REPORT

Type of Permit	This Month		Year to Date		Last Year to Date	
	No.	Fees	No	Fees	No	Fees
Building Applications	18	1,865.00	113	11,766.00	101	9,615.00
Building Permits	73	61,125.32	591	286,755.50	593	398,027.16
Heating Permits	39	5,255.60	427	60,777.25	429	57,969.32
Temp. Occupancy Permits	8	575.00	51	2,648.00	43	1,989.00
Occupancy Permits	8	446.00	80	5,637.00	94	6,094.00
Cert. of Compliances	0	0.00	223	13,603.00	265	16,228.00
Moving Permits	0	0.00	0	0.00	1	0.00
Razing	4	244.00	19	1,159.00	15	854.00
Plumbing Permits	58	9,903.00	720	84,564.00	771	109,037.50
Electrical Permits	67	5,696.08	696	66,851.18	738	97,812.20
Well Abandonment Permit	0	0.00	5	305.00	11	610.00
Well Operation Permit	2	244.00	2	244.00	4	488.00
Early Start	0	0.00	3	427.00	8	1,586.00
Total	277	\$ 85,354.00	2930	\$ 534,736.93	3073	\$ 700,310.18

**CITY OF MEQUON
WISCONSIN**

DEPARTMENT OF COMMUNITY DEVELOPMENT

BUREAU OF PERMITS AND INSPECTIONS

***SEPTEMBER 2015 ***

MONTHLY VALUE'S REPORT

Type of Permit	This Month		Year to Date		Last Year	
	No.	Value	No.	Value	No.	Value
Residences	8	4,122,659.00	34	17,528,708.00	46	23,455,053.00
Two Family Residence*	0	0.00	2	600,000.00	4	1,015,000.00
Multi-Fam (townhouse)	0	0.00	0	0.00	0	0.00
Multi-Fam (apartment)	0	0.00	0	0.00	0	0.00
Residential Add/Alter	27	901,338.00	258	8,150,790.52	279	9,862,281.71
Misc Residential	24	220,627.95	226	2,743,057.80	184	1,758,964.00
Commercial New/Addition	1	450,000.00	5	6,950,000.00	12	18,853,815.00
Commercial Remodel	2	259,538.00	27	1,513,724.00	17	737,469.00
Commercial Tenant	4	437,381.00	19	2,200,481.00	21	1,906,197.00
Utility	0	0.00	6	127,000.00	10	171,400.00
School/Church/Public Add/Ren	5	876,740.00	6	904,740.00	8	905,793.00
School, Church, Public, New	1	4,831,730.00	1	4,831,730.00	0	0.00
Agricultural	0	0.00	6	369,000.00	4	391,000.00
Raze Buildings/UST	5	0.00	20	0.00	15	0.00
Move Buildings	0	0.00	0	0.00	1	0.00
Tank Installs	0	0.00	0	0.00	2	395,100.00
Total	77	\$ 12,100,013.95	610	\$ 45,919,231.32	603	\$ 59,452,072.71

*Total Permits Issued, 2 Residences per 1 Unit

**CITY OF MEQUON
WISCONSIN**

DEPARTMENT OF COMMUNITY DEVELOPMENT

BUREAU OF PERMITS AND INSPECTIONS

OCTOBER 2015

MONTHLY FEE'S REPORT

Type of Permit	This Month		Year to Date		Last Year to Date	
	No.	Fees	No	Fees	No	Fees
Building Applications	13	1,315.00	126	13,081.00	116	11,057.00
Building Permits	79	34,616.96	670	321,372.46	661	441,135.72
Heating Permits	51	9,446.54	478	70,223.79	489	74,316.20
Temp. Occupancy Permits	4	148.00	55	2,796.00	46	2,124.00
Occupancy Permits	9	513.00	89	6,150.00	101	6,491.00
Cert. of Compliances	0	0.00	223	13,603.00	288	17,631.00
Moving Permits	0	0.00	0	0.00	1	0.00
Razing	5	305.00	24	1,464.00	16	915.00
Plumbing Permits	110	11,132.00	830	95,696.00	868	122,957.50
Electrical Permits	94	9,056.40	790	75,907.58	834	108,772.64
Well Abandonment Permit	3	183.00	8	488.00	12	671.00
Well Operation Permit	0	0.00	2	244.00	4	488.00
Early Start	1	122.00	4	549.00	8	1,586.00
Total	369	\$ 66,837.90	3299	\$ 601,574.83	3444	\$ 788,145.06

**CITY OF MEQUON
WISCONSIN**

**DEPARTMENT OF COMMUNITY DEVELOPMENT
BUREAU OF PERMITS AND INSPECTIONS**

*OCTOBER 2015 *

MONTHLY VALUE'S REPORT

Type of Permit	This Month		Year to Date		Last Year	
	No.	Value	No.	Value	No.	Value
Residences	4	1,961,000.00	38	19,489,708.00	53	26,666,153.00
Two Family Residence*	0	0.00	2	600,000.00	4	1,015,000.00
Multi-Fam (townhouse)	0	0.00	0	0.00	0	0.00
Multi-Fam (apartment)	0	0.00	0	0.00	0	0.00
Residential Add/Alter	34	1,212,505.00	292	9,363,295.52	304	11,107,312.71
Misc Residential	33	364,005.00	259	3,107,062.80	214	2,786,661.00
Commercial New/Addition	1	4,004,493.00	6	10,954,493.00	13	20,453,815.00
Commercial Remodel	6	190,987.00	33	1,704,711.00	19	1,027,469.00
Commercial Tenant	0	0.00	19	2,200,481.00	22	2,206,197.00
Utility	0	0.00	6	127,000.00	11	181,400.00
School/Church/Public Add/Ren	0	0.00	6	904,740.00	8	905,793.00
School, Church, Public, New	1	262,000.00	2	5,093,730.00	0	0.00
Agricultural	0	0.00	6	369,000.00	4	391,000.00
Raze Buildings/UST	5	0.00	25	0.00	16	0.00
Move Buildings	0	0.00	0	0.00	1	0.00
Tank Installs	0	0.00	0	0.00	3	420,100.00
Total	84	\$ 7,994,990.00	694	\$ 53,914,221.32	672	\$ 67,160,900.71

*Total Permits Issued, 2 Residences per 1 Unit

**CITY OF MEQUON
WISCONSIN**

DEPARTMENT OF COMMUNITY DEVELOPMENT

BUREAU OF PERMITS AND INSPECTIONS

NOVEMBER 2015

MONTHLY FEE'S REPORT

Type of Permit	This Month		Year to Date		Last Year to Date	
	No.	Fees	No	Fees	No	Fees
Building Applications	7	800.00	133	13,881.00	120	11,521.00
Building Permits	67	25,034.16	737	346,406.62	702	455,716.48
Heating Permits	60	8,367.04	538	78,590.83	523	78,832.38
Temp. Occupancy Permits	9	392.00	64	3,188.00	53	2,527.00
Occupancy Permits	7	513.00	96	6,663.00	110	7,157.00
Cert. of Compliances	0	0.00	223	13,603.00	303	18,546.00
Moving Permits	0	0.00	0	0.00	1	0.00
Razing	2	122.00	26	1,586.00	16	915.00
Plumbing Permits	75	8,836.00	905	104,532.00	933	130,344.50
Electrical Permits	100	10,960.05	890	86,867.63	902	118,134.44
Well Abandonment Permit	0	0.00	8	488.00	13	732.00
Well Operation Permit	0	0.00	2	244.00	4	488.00
Early Start	0	0.00	4	549.00	9	1,830.00
Total	327	\$ 55,024.25	3626	\$ 656,599.08	3689	\$ 826,743.80

**CITY OF MEQUON
WISCONSIN**

DEPARTMENT OF COMMUNITY DEVELOPMENT

BUREAU OF PERMITS AND INSPECTIONS

***NOVEMBER 2015 ***

MONTHLY VALUE'S REPORT

Type of Permit	This Month		Year to Date		Last Year	
	No.	Value	No.	Value	No.	Value
Residences	6	3,423,500.00	44	22,913,208.00	56	27,710,703.00
Two Family Residence*	0	0.00	2	600,000.00	4	1,015,000.00
Multi-Fam (townhouse)	0	0.00	0	0.00	0	0.00
Multi-Fam(apartment)	0	0.00	0	0.00	0	0.00
Residential Add/Alter	28	1,102,750.00	320	10,466,045.52	322	11,878,832.71
Misc Residential	22	410,914.50	281	3,517,977.30	232	2,901,279.00
Commercial New/Addition	0	0.00	6	10,954,493.00	13	20,453,815.00
Commercial Remodel	10	851,574.00	43	2,556,285.00	20	1,257,469.00
Commercial Tenant	1	300,000.00	20	2,500,481.00	23	2,214,197.00
Utility	0	0.00	6	127,000.00	11	181,400.00
School/Church/Public Add/Rem	0	0.00	6	904,740.00	8	905,793.00
School, Church, Public, New	0	0.00	2	5,093,730.00	0	0.00
Agricultural	0	0.00	6	369,000.00	4	391,000.00
Raze Buildings/UST	2	0.00	27	0.00	16	0.00
Move Buildings	0	0.00	0	0.00	1	0.00
Tank Installs	0	0.00	0	0.00	3	420,100.00
Total	69	\$ 6,088,738.50	763	\$ 60,002,959.82	713	\$ 69,329,588.71

*Total Permits Issued, 2 Residences per 1 Unit



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Office of the City Administrator

**FINANCE-PERSONNEL COMMITTEE
MEETING MINUTES
November 10, 2015**

Present: Mayor Abendroth, Aldermen Leszczynski, Mayr, Pukaite

Also Present: City Administrator Jones, Assistant City Administrator Thyges, Finance Director Watson, Assistant Finance Director Rudychev, Community Development Director Tollefson (6:45 PM), Deputy City Clerk Fochs, Executive Assistant Prosser, City Intern Navin

Mayor Abendroth called the meeting to order at 6:38 PM.

Approve minutes from the October 13, 2015 meeting

Action: Motion to approve the October 13, 2015 meeting minutes (Pukaite/Leszczynski).

Result: Motion passed by voice acclamation.

License applications

Action: Motion to approve license applications (Pukaite/Leszczynski).

Result: Motion passed by voice acclamation.

Vouchers for payment

Action: Motion to approve vouchers for payment (Mayr/Leszczynski).

Result: Motion passed by voice acclamation.

RESOLUTION 3336 - Existing Employer Option to Provide Limited Dental Coverage as a part of the City's 2016 Health Insurance Plan Resolution

Assistant City Administrator Thyges stated back in 2010 the Federal Government enacted the law known as the Affordable Care Act which governs the provision of health insurance. Mr. Thyges went on to say, part of the Affordable Care Act, which becomes active in 2016, is the requirement for an employer to annually designate, via an adopted Resolution, whether or not they will provide limited dental coverage as part of their health insurance plan. Mr. Thyges noted the provision of the Affordable Care Act allows an employee to opt out of the health plan's dental coverage for a lower premium. Mr. Thyges pointed out historically the City's health plan has included limited dental coverage and employees do have the ability to purchase stand alone dental coverage from Delta Dental.

Action: Motion to approve RESOLUTION 3336 - Existing Employer Option to Provide Limited Dental Coverage as a part of the City's 2016 Health Insurance Plan Resolution (Pukaite/Leszczynski)

Result: Motion passed by voice acclamation. RESOLUTION 3336 recommended to Common Council for approval.

RESOLUTION 3337- 2016 Fee Schedule

Assistant Finance Director Rudychev reviewed the proposed 2016 Fee Schedule with the Committee. Ms. Rudychev pointed out the new 2016 fees that have been added to assist in recouping City costs for services include; license late fee and background check fee under the City Clerk, rush fee for services under Finance, Non-resident park rental upcharge in Parks, and short term rental fee and security deposit for final inspection in Community Development. Ms. Rudychev stated the 2016 Fee Schedule becomes effective January 1, 2016, except for the dog license fee which will take effect on December 1, 2015 as an effort to accommodate those paying their annual 2016 dog license renewal with their tax payment in December.

Alderman Mayr requested the fee amount under the Engineering Department to be noted as a per hour charge.

Action: Motion to approve RESOLUTION 3337- 2016 Fee Schedule (Mayr/Pukaite)

Result: Motion passed by voice acclamation. RESOLUTION 3337-2016 recommended to Common Council for approval.

Adjourn

Action: Motion to adjourn (Pukaite/Leszczynski)

Result: Motion passed by voice acclamation. Meeting adjourned at 6:50 PM.

Respectfully Submitted,
CITY OF MEQUON FINANCE-PERSONNEL COMMITTEE
Lina Prosser, Executive Assistant

Mequon Fire Department
Monthly Report
 November 2015



Calls for Service

Call Type	November 2015	YTD 2015	YTD 2014
EMS	115	1283	122
Fire	42	446	429
Total	157	1729	1551

Response Times

Call Type	Average Response Time
First Responder	05:20
Ambulance	09:26
Fire	10:10

Fire Calls

Type/Cause	Number
Fire (structure, car or vegetation)	1
Rescue/EMS (water/ice rescue or search for lost person)	12
Hazardous Condition (no fire, chemical/electrical problem, gas leak)	5
Service Call (smoke removal, mutual aid standby)	4
Good Intent Call (cancelled enroute to alarm or smoke mistaken for fire)	7
False Alarm/False Call (fire alarm, co alarm, or malfunction of system)	13
Severe Weather	0
Monthly Total	42

EMS Calls – By Dispatch Reason/Most Common

Type/Cause	Number
Fall Victim	12
Breathing Problem	6
Unconscious Person	6
Lift Assist	13
Stroke/CVA	6
Sick	10
Traffic Accident	21
Altered Mental Status	2
Chest Pain	6
Seizures	0

Monthly Training

Type	Average Attendance
Fire/EMS	35
Dive/Tech Rescue	8

Community Education

Activity	Number of Attendees
Department Tour/Fire Prevention Presentation* (Tour groups, birthday parties, community events)	0
Fire Prevention Talk (Onsite - school, facility, business, etc.)	0

Administrative

Activity	Number
False Alarm Charges	10
Burn Permits Issued	13
Fire Inspections	71

CITY OF MEQUON
WISCONSIN

PARK BOARD MEETING
September 23, 2015
Mequon City Hall
11333 N. Cedarburg Rd.
6:30 PM

Vice Chairperson Chich called the meeting to order at 6:30 pm with roll call as follows:

Members present: Susan Chich, Jim Lysaught, Fran Rechcygl, John Leszczynski and Andrew Nerbun

Members absent: Bruce Barnes, Mary Glenn Fuchs and Tom Menzel, Robert Walerstein

Also present: Parks Director Curran and Staff Liaison Szymanski

1. **Approval of Park Board Minutes:**

Moved by John Leszczynski and seconded by Jim Lysaught to approve the minutes of the August 19, 2015 meeting as corrected. The motion passed by voice acclamation.

2. **Visitor Participation/Recognition:**

None

3. **Lemke Park Donations:**

Lemke Park currently supports multiple active and passive recreational activities. The two baseball fields are used for practice and games for the Boys of Summer Select (BOSS) baseball programs along with several camps. Approximately two years ago a second baseball field was completed at Lemke Park with funds provided by BOSS baseball. BOSS would like to complete the field by adding sideline fencing and an outfield fence when funding supports the project. They now have a commitment from Bats Baseball Academy to move ahead with the additional fencing that will replace the temporary fence that has been used.

The project would be completed in two phases using funds from both organizations. The sideline fencing would be in the first phase and the outfield fence would be second. The plan is to complete the project prior to the 2016 season. The cost for the projects will be \$3,900 for Phase I and \$4,900 for Phase II, no Park Department funds will be used to support this project.

A motion made by Jim Lysaught and seconded by Fran Rechcygl to approve the two donations for the fencing project at Lemke Park as presented passed by voice acclamation.

4. **Chairperson's Report:**

None

5. **Director's Report:**

Director Curran updated the Park Board on the proposed cell tower location at River Barn Park. The consulting firm and attorney for the cell tower company are pursuing the recommended location by the Park Board. The next recycling date sponsored by the City will be held on October 10, 2015.

6. **Adjourn:**

A motion by Fran Recheysl and seconded by Jim Lysaught to adjourn at 6:40 pm passed by voice acclamation.

Future meeting date.....October 21, 2015

Respectfully submitted,

CITY OF MEQUON PARK BOARD

**CITY OF MEQUON WISCONSIN
PLANNING COMMISSION MINUTES
November 09, 2015**

Commissioners present: Mayor Dan Abendroth, Ald. Pam Adams Becky Schaefer, James Schaefer, Brian Parrish, Patrick Marchese, John Mason, David Fuchs, LeRoy Bessler

Staff members present: Kim Tollefson, Director of Community Development
Jac Zader, Asst. Director of Community Development
James Keegan, Engineering Services Manager

Minutes of the meeting held on Monday, October 12, 2015 at 7:00 p.m. in the Common Council Chambers, Mequon City Hall, 11333 N. Cedarburg Road. [Note: Planning Commission meeting was audiotaped.]

- 1. a. Call to Order, Roll Call
- b. Approval of the November 09, 2015 Planning Commission meeting minutes.

Action:
Commissioner Mason moved to approve the October 12, 2015 minutes with one correction to item #9.
Commissioner Parrish seconded the motion to approve the minutes.
A voice vote was called. All voted aye, 8-0.

Public Hearing

Action:
Commissioner Parrish moved to open a public hearing.
Commissioner Fuchs seconded the motion.

2. John Mikkelson for Gigi's
Address: 1556 W. Mequon Road Tax Key: #15-019-16-003.00 District: #5 Zoning: B-2

Request: 1. Conditional Use Grant

Briefing: The applicant is seeking conditional use grant approval to allow for the operation of a restaurant (Wooden Goose) at 1556 W. Mequon Road.

Jeremy Koehler – 1600 W. Mequon Road (immediately next door to Gigis) – is opposed to a restaurant going in next to his residence. He does not wish to have the odors from the restaurant all day long. He is concerned there could be a critter issue.

Action:
Commissioner Becky Schaefer made a motion to close the public hearing.
Ald. Adams seconded the motion.
A voice vote was called. All voted aye, 8-0.

Asst. Dir. Zader stated that the conditional use grant is needed for The Wooden Goose that is relocating from the Venture Court site. The restaurant will be located in the rear of the site. It is roughly 1,977 sq. ft. and will have seating for 64 patrons. Their hours of operation will be similar to their current schedule;

- Monday – Saturday 6:00 a.m. to 2:00 p.m.
- Sunday 8:00 a.m. to 3:00 p.m.

Based on seating and the number of employees, they would require 29 parking stalls and there are 50 stalls currently

available at the site. Gigis' is a very low impact business and staff does not have any issues regarding the parking on the site. The only concern is the potential for penetrations for HVAC equipment. There is not currently anything on the building and sometimes staff has seen these needs after the fact. Staff wants the applicant to be aware that any penetrations through the roof will require screening that must be approved by staff. Staff does approve the conditional use grant based on the conditions stated in the report.

John Mikkelson, Mikkleson Builders, and Bob Schuster, Wooden Goose owner, were present. Mr. Mikkelson stated that Mr. Schuster has been the proprietor of the Wooden Goose for the last 25 years. They feel that the site is a good match because of the low impact retail business at that site. There is more than adequate parking available and there is enclosed trash.

Commissioner Becky Schaefer asked about the enclosed trash and how it is enclosed.

Mr. Mikkelson answered that the current business generates very little trash and that Mr. Schuster has never had any complaints regarding the garbage at his current location at Venture Court. He stated that the enclosure has gates and it keeps all the trash contained and keeps the area clean. It will be Mr. Schuster's responsibility to keep the trash area clean.

Commissioner Bessler asked Mr. Zader what provisions have been made in the restaurant plan regarding cooking odors.

Asst. Dir. Zader answered that in the past the city has not regulated odor as it is very hard to do so. The restaurant is required to have hoods and all cooking equipment is state code mandated. He said that odor is very difficult to quantify. There are many other restaurants in the nearby vicinity and there have not been any complaints regarding odor from any other restaurants.

Ald. Adams stated that this issue was raised when Mama Mia's, which is a much larger restaurant, was going in and there have not been any complaints from that location either. She clarified that the hours are remaining the same as the current operation.

Action:

Commissioner Becky Schaefer made a motion to approve the consent item 2.

Commissioner Stoker seconded the motion.

A voice vote was called. All voted aye, 8-0

3. Richmond Investments

Address: vacant lot immediately west of 7606 W. Mequon Rd.

Tax Key: #14-051-02-01.000

District: #3 Zoning: R-3

- Request:**
1. Conditional Use Grant
 2. Building/Site Plan Approval
 3. Specimen Tree Removal

Briefing: The applicant is seeking conditional use grant, building/site plan and specimen tree removal approval for the development of an office building on the vacant lot immediately west of 7606 W. Mequon Road, next to Worzella Photography.

Action:

Commissioner Parrish made a motion to open public hearing.

Commissioner Becky Schaefer seconded the motion.

A voice vote was called. All voted aye, 8-0

Action:

Commissioner Mason made a motion to close public hearing.

Commissioner Becky Schaefer seconded the motion.

A voice vote was called. All voted aye, 8-0

Ms. Tollefson stated that the applicant had received rezoning to B-3. The applicant is asking for a waiver to the required front yard setback. It is required at 95 feet when there is not parking between the structure and the public road. They are asking for a waiver down to 69 feet which does allow for a much greater rear yard at about 71 ft. This creates a better buffer between the structure and the residential neighborhood to the north. All of the parking will be to the east of the building. The only access to this site will be from the east through the Worzella parking lot. Any access desired directly from Mequon Road would need to be approved by WisDOT. The city would prohibit any access to Solar Avenue. The applicant is requesting 19 parking stalls while the zoning code requires 26. The Planning Commission (PC) has the ability to waive the required standards. The applicant stated that their peak operations would result in about 13 stalls needed and that leaves 6 other stalls for potential additional tenants. Staff is comfortable with the reduced request for parking stalls given the shared access and shared parking agreement between the applicant and Worzella Photography just to the east.

Regarding the accessory structure, that looks more like a 1-stall garage, staff is requesting that it be moved to directly behind the building with the garage door facing east. Staff feels this will look more seamless and the accessory building more connected to the building than sitting out on its own.

The applicant is also requesting the removal of one specimen tree. The City Forester does approve this request in accordance with the Tree Preservation policy and compensation for the tree is required.

The scaling and massing of the one-story structure is very attractive and fits well with the residential character to the west and north of this site. There is not a wetland as previously indicated on this site.

The applicants John Mikkelson and John Richmond were present. Mr. Mikkleson stated that they feel that the staff report is complete and they have no objections to the 18 items in the staff report. He added that they focused on generous green space, enhanced buffers, minimal lighting, less parking and generous setbacks with a very low impact building and business going there. They feel that this building and business is a perfect fit for this transition area between the commercial and residential zoning.

Ald. Adams asked about the different concept plans that were previously shown and what is now being proposed. She really liked the Frank Llyod Wright look previously proposed.

Mr. Richmond stated that he wanted to make sure the neighbors knew that they listened to their concerns and they made changes accordingly: they lowered the roof line, soften the look more by changing from a metal roof to a shingle roof style and they also softened some of the colors. He stated that when the project is completed he feels that it will have a park like feel and will definitely be an improvement to the lot as it is now.

Commissioner Jim Schaefer stated that he likes the prairie style and design and asked about the type of stone that will be used.

Mr. Mikkelson answered that he will use stone that has longitudinal lines, horizontal and that he will not use lannon stone.

Ms. Becky Schaefer confirmed that the reason for removing the specimen tree is due to the desired position of the building to provide more of a buffer in the back to the neighbors to the north (which the PC recommended). She also asked for confirmation that any additional tenants would be businesses that are low impact and compatible with Richmond Investments.

Mr. Richmond confirmed both issues and stated that they would mostly likely have a estate tax planner and practicing attorney.

Commissioner Bessler stated that the site has been an eye sore and that he is very supportive of this project.

Action:

Commissioner Parrish made a motion to approve per staff's 18 recommendations in the staff report.

Commissioner Marchese seconded the motion.

A voice vote was called. All voted aye, 8-0

Regular Business

4. Steven Klug for Klugstead Corp.

Address: 9520 W. Freistadt Road
Zoning: R-1/OA, FW/OA

Tax Key: #14-017-15-002.00

District # 3

Request: 1. Certified Survey Map

Briefing: The applicant is seeking certified survey map approval for a land division for the property located at 9520 W. Freistadt Road.

Asst. Dir. Zader stated that this is for a 1-lot CSM of 5 acres. This is part of a 53 acre parcel they are carving out. The only concern is that they are coming off Freistadt Road with the land division. Staff put the applicant on notice that any other land divisions of the 53 acre parcel would require an overall access plan to be submitted to limit additional driveways on Freistadt Road. Staff does recommend approval.

Action:

Commissioner Parrish made a motion to approve.
Commissioner Mason seconded the motion.
A voice vote was called. All voted aye, 8-0.

5. Dan Mikolajczak

Address: 8677 W. Freistadt Road
Zoning: R-1/OA, C-1/FW

Tax Key: #14-021-06-009.00

District: #3

Request: 1. Minor Request – Accessory Structure + 1000sf

Briefing: The applicant is seeking approval to allow for a new storage building structure at 8677 W. Freistadt Road.

Asst. Dir. Zader stated that this request is for a 5,148 sq. ft. accessory building located at 8677 W. Freisdtadt Road and the zoning code requires PC approval because it is an agricultural building in excess of 1,000 sq. ft. There is currently a 2,268 sq. ft. accessory structure that will be remodeled and will add an additional 2,880 sq. ft. It will have steel wall panels and a steel panel roof. The overall height is roughly 21 feet to the peak. There is a wetland to the south of the proposed structure. The applicant supplied an updated Wetland Delineation Report that shows that it does comply with the 50 foot setback.

The only concern that staff has is that although this is a large lot, it is a single family lot with no other agricultural operations other than harvesting of marsh hay once a year. Staff feels that the 5,000 sq. ft. structure is quite large to house such operations. Staff wants the applicant to be aware and on notice that the structure can only be used for agricultural activities and equipment and that no personal use of the structure is allowed. Other than this concern, staff does recommend approval.

Commissioner Mason asked the applicant what he uses the structure for and what will be the intended use for the addition.

The applicant Dan Mikolajczak answered that they produce hay twice a year. Other farmers come onto his property and they have hay binds, large tractors and large trailers. The current structure has sliding wooden doors and is in need of repair. He wants to install larger, wider doors to fit a trailer in.

Commissioner Mason asked Mr. Zader if the applicant would be allowed to rent it out to others for storage purposes.

Asst. Dir. Zader answered that it could only be used for agricultural uses on site.

Ald. Adams asked if the applicant is allowed to storage agricultural equipment for other farmers.

Asst. Dir. Zader answered that he talked to the city attorney and he stated that under the zoning code this is a principal use of the site. Principal use would be agricultural and equipment would be related to that principal use.

Mr. Mikolajczak stated that he does keep their "toys" there too (ATVs, four-wheelers). It is his understanding that 51% of the use needs to be agricultural per the code. He would like to store his RV there as well.

Asst. Dir. Zader stated that this use is not permitted, it is an agricultural building only. The code does allow for an accessory structure to store vehicles and other personal items. This property does have an accessory structure that is roughly 10 x10. They would need to remove that accessory structure and then they would be allowed to build a roughly 2,200 sq. ft. structure for personal use. This proposed structure is for agricultural use only.

Commissioner Marchese stated that this resident is attempting to do something positive by remodeling a depilated building and rebuilding a new structure. He feels that harvesting the marsh hay is a good thing for the land and if he wants to also store some personal items inside the structure, as opposed to outside the structure, that is also a positive. He wants to know how to help the applicant approve this without him breaking the ordinance.

Action:

Mayor Abendroth moved to approve the request subject to staff comments. #1 on the staff report should read "the structure shall be used primarily for agricultural related equipment and activities."

Commissioner Parrish seconded the motion.

A voice vote was called. All voted aye, 8-0.

Commissioner Fuchs suggested that the ordinance be reviewed and the language amended.

6. Veridian Homes

Zoning: R- 3/CGO District: #4 Tax Key: # 14-028-03-006.00

Address: 10729 N. Wauwatosa Road Tax Key: # 14-028-13-007.00

Address: 10701 N. Wauwatosa Road Tax Key: # 14-028-13-008.00

Address: 10839 N. Wauwatosa Road Tax Key: # 14-028-04-012.00

- Request:**
1. Minor Request – Open Space Plan
 2. Street Tee Plan

Briefing: The applicant is seeking open space plan approval and street tree plan approval for the property located at 10729 - 10839 N. Wauwatosa Road for the proposed Enclave at Mequon Preserve subdivision.

7. Kristen Lundeen for the City of Mequon

Address: 10800 N. Industrial Drive Tax Key: #14-027-13-007.00 District # 4 Zoning: B-5/C-2

- Request:**
1. Building/Site Amendment

Briefing: The applicant is seeking building/site amendment approval for an addition to the city Public Works building located at 10800 N. Industrial Drive.

Asst. Dir. Zader stated that this request is to expand the current Public Works facility into a combined facility. The project includes a 40,000 sq. ft. addition; interior office remodel, shop repair remodel, a fuel storage island and a salt storage dome. It does comply with all the B-5 zoning standards (industrial zone). There are two access points that include security gates to restrict access to the rear of the site. The fuel area is not enclosed as other entities use the fuel storage station. There are 65 parking spaces on the site, the code requires 45 spaces. 14 specimen trees will be removed. The City is exempted from the rules requiring compensation for the removal of specimen trees, but the project

will replace the trees in accordance with the tree preservation policy. The building is designed with brick, stone veneer, metal wall panels and aluminum windows. The overall height of the building is approximately 39 feet. The salt dome is 49 feet in height and is located in the back mostly screened from public view. The lighting plan shows the parking lot lights, recessed can lights and wall packs on the building and flood lighting on the salt dome. Staff would like the landscaping plan to screen more along the front parking lot. The new stone sign does comply with the sign restrictions. Staff does recommend approval.

Commissioner Marchese stated that he is very supportive of this project. He thinks it is important to have these facilities in place for our community. He asked the applicant whether this facility is large enough for future use. He also asked whether the project included high-tech information provisions that would be necessary in the future.

The applicant, Ms. Lundeen, City Director of Public Works and Engineering, answered that the new facility is based on the needs anticipated for the next 40 years. She stated that all provisions for equipment and information systems are being accounted for as needed for the foreseeable future.

Ald. Adams asked about the type and the location of the specimen trees that will be removed.

Ms. Lundeen answered that the trees are being removed from the back of the property by where the wash plant and sewer shop are located. They will be replacing all the trees on the property.

Commissioner Becky Schaefer asked if the City Forester report was included.

Ms. Lundeen stated that they are exempt and that the trees are being replaced on site; they are meeting the ordinance but the City does not need PC approval for removal.

Commissioner Mason asked if there is room space to expand in the future.

Ms. Lundeen answered that they own land to the east and south if needed to expand (about 18 acres).

Action:

Commission Marchese moved to approve.

Commissioner Mason seconded the motion.

A voice vote was called. All voted aye, 8-0

8. Robert Niebauer for Lakeside Development

Addresses: 6809 W. Mequon Rd. Tax Key: #14-027-05-001.00 District: #4 Zoning: AC/PUD
6835 W. Mequon Rd. Tax Key: #14-027-02-015.00
6729 W. Mequon Rd. Tax Key: #14-027-02-002.00

Request: 1. Concept Plan
2. Rezoning Recommendation

Briefing: The applicant is seeking rezoning recommendation to create a new Planned Unit Development (PUD), that includes a 60 unit RCAC (Resident Care Apartment Complex), an 88 unit apartment and a commercial development at 6729-6835 W. Mequon Road.

Asst. Dir. Zader stated that this property was originally approved for a PUD that only included the back three-quarters of the property. It was approved for 23 residential units with commercial in the front. It was amended a few years later to include the Memory Care Center in the back corner but it ended up in the front on the property to the north. The applicant is currently requesting a PUD that will encompass all four different building components. The Aster Memory Care will be included in the PUD.

The overall site plan includes:

- 40-bed Aster Memory Care

- 60 RCAC units (Resident Care Apartment Complex)
- 88 market rate apartments
- 26,000 sq. ft. mixed use (commercial/office)

The plan does comply with all the Arrival Corridor (AC) requirements except for two: one minor one is the parking lot set back. Staff does feel that there is enough room to reduce the two north/south drive aisles to achieve the required compliance requirement of 10 feet, so staff is not supportive of this waiver.

The second waiver is the FAR (floor area ratio) requirement. The AC has a 50% FAR and this proposal is at 66%. The FAR exceeds the code requirement because the applicant took advantage of a few bonus requirements;

- The RCAC has all required parking enclosed underground parking = 10% bonus.
- The apartments have a roof top feature = 10% bonus.

The overall density has increased above what the code allows without the bonuses; the FAR is about 7% over.

The other aspect for the overage is the RCAC has a number of features that add square footage to the building (large shared dining room, country store). The market rate apartments include an indoor pool, community room and exercise facility. The additional units, the density space bonuses and the common space areas in both buildings account for the majority (56%) of the FAR overage. Staff feels that there are ways to reduce the overall square footage:

- Reduce the overall number of residential units
- Eliminate a number of the on-site amenities
- Reduce the overall size of the units
- Eliminate the second floor office space

Staff cautions that relying on any one option may reduce the viability and value of the project as a whole.

The concept plan has been worked on for several months with staff. There will be a shared driveway access off from Mequon Road. The current access to the memory care center will be eliminated once the main road to the project is constructed. The plan shows sidewalks and pedestrian linkages between the residential and commercial uses. There are future connections to adjacent parcels to the east and west. The one issue that needs to be addressed is the center intersection of the site. It is somewhat difficult to traverse. Staff would like to have the intersection modified.

There are a total of 399 parking spaces; 219 on the surface and 180 are underground. The code would require 391 parking stalls for the various uses, so it does comply with the code requirement.

The design of the market rate apartment building is a 3-story building with brick and stone. Staff feels that this design is a good start but they would like to see some articulation on the building from the horizontal and the vertical planes. Staff is supportive of the materials.

The RCAC building is a more traditional building with brick and stone and a peaked roof. It more closely matches the Memory Care facility on site. Staff thinks materials are of high quality but improvements need to be made to the breaks. The façade of the building and the roof line need work.

Staff is supportive of the rezoning and the site plan. Staff will work with the applicant on the building designs prior to final building submittal.

The applicants; Tom Zabjek from Lakeside Development, Bob Niebauer from Iconic Care Development and Bob Back with P2 Development were in attendance. Mr. Zabjek stated that they have been working on this project for a long time. He feels that this is the best use for this site. Originally they had planned for townhomes there but discovered that the high tension wires were a problem.

Mayor Abendroth stated that he feels that it is very creative to bring the four different uses together on the site.

Ald. Adams stated that this project brings more apartments to the market. She questioned the view that the city has being that there are other projects pending and being developed that also have apartments.

Asst. Dir. Zader stated that the applicant did do a market study and that there is still a healthy market for the absorption of about 200 more apartments over time. He stated that in 2008 when the TC was being planned and zoned, the city did a traffic study to ensure that the roads would not be strained. The end result was that a 50/50 ratio was the ideal scenario (50% commercial / 50% apartments or townhomes) in the TC area. About 400 total units were included at ultimate build out. The residential units are needed to bring people to support the retail/commercial businesses.

Ald. Adams said that she would like to see some ownership in offering a variety of townhomes or condos in addition to the apartments. She asked for more details about the assisted living facility.

Mr. Niebauer explained that it is for people that need help. The whole facility will be licensed and certified by the state. Mequon residents want their relatives nearby. All the facility residents eat all their meals on site; they get help with basic living functions. They have market studies that show there is a need for this type of facility.

Commissioner Mason asked Asst. Dir. Zader to explain the reason for the rezoning and what zoning is needed to accommodate this project.

Asst. Dir. Zader stated that currently the three parcels are zoned AC with a PUD. The other piece is just zoned AC. The PUD originally approved for this has a completely different concept plan so it is being rezoned from one PUD to another PUD and including the Memory Care as part of the PUD. Going forward all of the 8.3 acres will be part of a new PUD. Doing it this way eliminates having setbacks between parcels. Going forward it is anticipated that the separate projects will share storm water, parking, water main and sewer, sidewalks and driveways. The PUD creates a unified development.

Commissioner Bessler stated that he does not like the mixture and colors and he does not like so many different materials used on the buildings. He does like the idea of this project.

Commissioner Jim Schaefer does not like the way the building is broken up. He thinks the massing needs work. He feels that the building designs still need a lot of work.

Commissioner Marchese stated that the issue tonight is to vote on the rezoning and that the applicant will work with staff to work through building issues. He also clarified that this zoning was the original intent from the inception of the TC zoning. He is supportive of this rezoning request.

Commissioner Fuchs stated that the revenue coming off this project will go to pay off the TIF and will not be tax base revenue for the city. His concern with adding so many apartments is that it will start to impact the city services (police, fire) and there is not any revenue in the near term to help offset the costs. This is a concern he thinks should be discussed.

Asst. Dir. Zader stated that the revenue that will be generated from this project helps to pay down the hefty TIF debt of about \$40M increment.

Ms. Tollefson stated that at the time of the creation of the TC zoning district, a traffic analysis and study that examined the impact of the city services was conducted. Neither the police chief nor the fire chief expressed any major concerns. It will be something to continually monitor.

Commissioner Becky Schaefer asked about the market study that was conducted by the applicant. She inquired who their target renter is.

Mr. Bach answered that they did an exhaustive study because it is a large investment for them. The typically renter is late 20's – mid 30's, professionals that will live in the apartments prior to wanting to buy homes to start families. The other 50% are the "snowbirds", older residents that have sold their home and will spend the winters elsewhere. They purposely focused on providing extensive amenities in a very upscale environment to attract these two types of renters. The rents will start around \$1,300 for 1-bedrooms and go up to about \$3,000 for 3-bedroom units.

Commissioner Becky Schaefer stated that the rents seem very high to her and she is concerned about there being too many apartments being built. She approves of the other three pieces of the project but she is not supportive of the apartments.

Commissioner Parrish stated he is in favor of the PUD. He feels that the Memory Care facility is too massive. He feels that it will obstruct the back buildings of this project and advised the applicant to think about the placement. He does like the rear use of the site. He is comfortable with the request for the smaller unit apartments. He is not concerned with

the saturation. He likes staff report #7 that the commercial building must be built within 2 years. He suggested some landscaping there until the building is built.

Mary Sue Baumann – 6430 W. Aspen Tree (Country Terrace). She is president of the condo association. She inquired what type of retail shops and restaurants would be there (concerns about odors). She is concerned about parking lot lighting affecting their neighborhood. She is hoping there would be a buffer between the two neighborhoods and she has concerns about the drainage issues.

Mr. Zabjek answered that he has not yet sought out retailers as this is still concept plan phase. He doesn't think the lighting will be an issue. He is happy to speak with Ms. Baumann after the meeting.

Vince Schmuki – 6619 W. Mequon Road. He is opposed to this project. He feels that the high density uses at this project would cause a lot of traffic. He does not feel that this high density project fits the AC concept. He had issues on his property due to the construction of the Aster Memory Care. He would like to slow the process down and think through the issues.

John Graham – 9627 W. Highland Road. He is very supportive of this project and he feels that resident drive retail. He thinks this project will help support businesses in the area. There are many residents to the west that are looking for needs to be met.

Action:

Commissioner Marchese moved to approve rezoning and concept plan subject to staff report conditions.

Commissioner Mason seconded the motion.

A roll vote was called. Vote passed 6-2 (No votes: Becky Schaefer, Jim Schaefer)

9. Announcements

Development Inquiry

Next Meeting is Monday, December 7, 2015

10. Adjourn the meeting concluded at 9:00 pm

Commissioner Becky Schaefer moved to adjourn.

Commissioner Parrish seconded the motion.

All voted aye. Vote passed 8-0



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**Police and Fire Commission
September 3, 2015
MINUTES**

Present: Commissioners Dorszynski, Michalski, Neman, Sommerhauser and Sproat; Police Chief Graff, Police Captain Tyler, Fire Chief Bialk, City Attorney Sajdak, Executive Assistant Kowalchuk

Others Present: Deputy Fire Chief Depies

The meeting was called to order at 6:00 p.m.

1) Approve meeting minutes of May 12, May 26, and August 17, 2015.

Moved by Commissioner Michalski, seconded by Commissioner Sommerhauser to approve the meeting minutes of May 12, May 26, and August 17, 2015. The motion passed by voice acclamation.

2) Police and Fire Commission Agenda Development Discussion with City Attorney

City Attorney Sajdak introduced himself and stated that one of his assignments was that he visit each of the different Boards, Committees and Commissions, review agendas, see how they operate, and offer assistance and guidance with questions or potential issues.

In response to a request of some of the commissioners to use a generic subject matter on the agenda, Attorney Sajdak advised against it explaining that by Statute, notices must instruct the public what is going to be discussed at any given meeting. Moreover, in the Wisconsin Open Meetings Compliance Guide, the State Attorney General clearly states this should not be done.

Further Q&A with Attorney Sajdak:

Commissioner Dorszynski:

What is the proper format for getting an item on the agenda?

- Agenda item requests go to the Commission President, who discusses said item requests with the Commission's staff liaison (Chief Graff). Commissioner Sommerhauser suggested that requests be brought forward substantially in advance to allow for informational gathering and required public notice timelines. Commissioner Dorszynski commented that the step missing in the case of the Commission's agendas was that the president should see a copy of the agenda before it gets published.

Commissioner Neman:

If there is a need to go to executive session, is this something that requires prior notice, and then the Commission is to come back into open session?

- Any time a closed session is to be used it must be noticed properly within the agenda. What the Commission is doing determines the need to return to open session. There

are limited topics that are eligible for a closed session; the most typical for this body would be in the discussion of personal type information or a specific person (as opposed to a job position). Attorney Sajdak can be contacted if there is ever any question on whether a topic is appropriate for closed session.

Commissioner Dorszynski:

How should the Commission handle their discussions on hiring candidates?

- Open session meets the spirit of the law; however, if Commissioners are going to talk about individual specifics, it is an area where closed session can be used.

What about minutes for a closed session?

- Who made the motions to go into closed session, the need basis for the closed session, and the result of the roll call vote is required. If action is to be taken by the body, the return to open session motions and vote results are also required. (The return to open session vote can be a voice vote). The general recommendation is to not write anything beyond these stated requirements.

Commissioner Sommerhauser:

Please review what constitutes a meeting.

- The Statutes state that if you have a quorum of this body together, that is sufficient to create a presumption that a meeting occurred. The burden then shifts to the Commissioners of the body to establish that a situation was not a meeting. Further discussion regarding proving such a negative (*that a meeting did not occur*), and negative quorums, etc., was followed by the recommendation to just avoid this possibility. There is little need for commissioners to be communicating about board business outside a meeting.

Chief Graff:

What about emails?

- According to a determination by the Attorney General, emails are potentially a meeting as well. It was additionally recommended that communications from the staff level to the Commission, i.e., the agenda and packet, go out blind carbon copy to each individual commissioner to avoid a reply to all. Email is acceptable for purposes of conveying information to commissioners in this technological age; however commissioners replying can create problems.

Commissioner Dorszynski:

Are commissioners able to discuss items contained in the reports provided by chiefs?

- The Statutory answer – probably not a whole lot. The ability to talk about some of the information is limited, most likely outside of Commission powers and duties. Generally the chiefs providing information is more of a courtesy.

If said information is part of commissioners' decision making process, why shouldn't commissioners be able to discuss it?

- Commissioner Sommerhauser commented that this depends on what you want to talk about. The Police and Fire Commission does not regulate or critique the departments. Information provided by chiefs is just to understand what the department does in a hiring decision. Commissioners can comment on a chiefs' report as it relates to a

hiring question, it is not the role/power of commissioners to express a dislike of the way they do something or question why something isn't done a certain way.

Attorney Sajdak concurred, adding that without the optional powers granted by Statute, the Commission is limited to hiring and firing.

Commissioner Michalski:

Do commissioners have any word in setting the evaluation of the performance of chiefs?

- City Administrators/Council performance reviews of chiefs typically look at job performance aspects, is the department running effectively, are chiefs doing the things that are asked of them. Commissions ensure the due process of discipline as opposed to setting the standards as to why the process would be started in the first place.

Commissioner Dorszynski:

If the commissioners do not judge the performance of the chiefs, and the Council might be upset with a chiefs' performance, how is this gap bridged - why can't commissioners discuss chief performance?

- Performance concerns are brought forward via a complaint filing process, which in turn triggers due process followed by Police and Fire Commissions, i.e., hearings are held, witnesses are questioned, etc.

Commissioner Sommerhauser commented that the process has certain safeguards for everybody. Care must be taken to avoid potentially prejudicing the process as you risk being removed from the decision making process.

Commissioner Dorszynski commented that per the Handbook for Wisconsin Police and Fire Commissioners, the Commission does more than police the procedures. They review results from physical aptitude tests, written exams, oral interviews, can take part in the interview process, and can decide if they want candidates on an eligibility list.

Commissioner Dorszynski stated it is his understanding that there is not a policy for hiring. He would like to review the eligibility list prior to an appointment; however, the Fire Department just gives a list of candidates.

- Chief Bialk responded that the Fire Department does not have eligibility lists.

Commissioner Sommerhauser commented that Commission approval of the candidates in effect does create the eligibility list.

Attorney Sajdak replied that in the case of paid-on-call Fire Departments, candidates are not competing against each other. You are not filling a position or narrowing the field down; you take all comers who are willing to do the job. The decision is shall said candidate(s) be brought into the department or not.

Upon further discussion, commissioners indicated that the following information be provided for Fire Department candidates:

- Did they pass the agility test, did they follow the procedure and what the results were.
- Commissioners additionally asked to be invited to Fire Department interviews.

Commissioner Michalski commented that a good place to start would be for the Fire Department to share what the expectations of their candidates are.

- Chief Bialk replied 75 and 20. *(The minimum amount of training per year for department personnel shall be not less than 75% of the training the member is designated to participate in. The minimum response for paid-on-call members shall not be less than 20% of fire calls.)*

Commissioner Dorszynski stated he would like the Commission to provide the Fire Chief with a written policy of the information they want on a candidate.

- Commissioner Sommerhauser suggested asking the chiefs to put a process together that they would suggest the Commission use. Both chiefs propose what candidate information will be supplied and the Commission can then review/modify and/or review/approve for going forward.

Commissioner Dorszynski:

Regarding performance of chiefs that the Common Council may be concerned with and the Police and Fire Commission role in considering termination - the performance of a chief would only come into play if it is initiated by the Common Council?

- Anyone can file a complaint against a chief with the Police and Fire Commission. The Commission will have counsel to help guide them through each disciplinary process including if there is just cause for said complaint.

Regarding what can be discussed – performance/how it is defined - the performance relative to a complaint could be how the chief is performing relative to the public or how he deals with somebody? More behavioral rather than judging on a business standard?

- Commissioner discussion does not start until a complaint is filed. The day to day operations are not pertinent to commissioners' overall responsibility. Commissioner Sproat added that both chief's answer to the mayor and city administrator, not the Police and Fire Commission.

Attorney Sajdak also advised caution with regards to the Handbook for Wisconsin Police and Fire Commissions as assertions are made without any citations/authority. One section is actually wrong. The author fluctuates between optional and non-optional powers and some statements may seem like they apply to both. Police and Fire Commissions have Statutes to follow.

Commissioner Dorszynski:

Do commissioners need to go through open records requests to get information from the chiefs more formally?

- An email to the chief is effectively an open record request and said requests can go directly to the chief. There are times however, that legally a chief cannot provide some information.

If commissioners want technical legal advice relative to Police and Fire Commission issues do they go directly to Attorney Sajdak – just call?

- Yes

3) Information Report of Fire Chief

Chief Bialk updated commissioners on current department staffing, recent resignations, EMS and fire calls, and training.

Commissioner Dorsznski asked about potential injury with the department interns – do they sign a waiver that says they have their own health insurance and are they asked if they have the type of personal insurance that has 24 hour coverage?

- Attorney Sajdak responded that when candidates sign their waivers, they are agreeing not to be covered. It is not the responsibility of the City to interrogate any further.

Chief Bialk advised that the Fire Department's hiring process is defined/starts on page 3 of the Mequon Fire Department Rules and Regulations provided to Commissioners via tonight's agenda packet; he additionally provided a verbal summary of the process.

Commissioner Dorszynski:

Reference Section 5- Requirements for Appointment - suggested that there be something regarding getting approval from the Police and Fire Commission prior to sending a conditional offer?

- Chief Bialk responded that could be added, Attorney Sajdak concurred.

Section 5 – 1A. Persons applying to be EMTs only – is that in line with what the Common Council required when they set their budgets? Hadn't they said that anybody hired had to be an EMT and fire fighter – has this changed?

- Chief Bialk responded that past practice was that if you are a fire fighter you have to be an EMT, this was changed so you could be an EMT and not a fire fighter.

Reference Section 3 – Authorized Number of Positions - what comprises a full time position?"

- Attorney Sajdak responded that falls under Human Resources, with number of hours being a determining factor.

4) Information Report of Police Chief

Chief Graff updated commissioners on current police and dispatch department staffing levels and challenges due to a recent resignation, a future new approach to officer training, new vehicles received, and the installation of an automated license plate reader on one of the squads.

Captain Tyler verbally reviewed the Police Officer Recruitment Process document that was provided to commissioners via tonight's agenda packet with commissioners, no further questions were raised.

5) Public Comment

Commissioner Neman noted a guest was present and asked if he'd like to introduce himself and ask any questions. Deputy Chief Depies of the Fire Department introduced himself stating he had no questions.

6) Adjourn

Moved by Commissioner Sommerhauser, seconded by Commissioner Sproat to adjourn the meeting at 7:38 pm. The motion passed by voice acclamation.

Respectfully Submitted,
Diane Kowalchuk, Executive Assistant

Charles T. Neman

Charles T. Neman, President

12/3/2015

Date

Ron Dorszynski

Ron Dorszynski, Secretary

12/3/2015

Date

Edward Michalski, Commissioner

Edward Michalski

Date

Peter Sommerhauser, Commissioner

12/3/15

Date

Robert Sproat

Robert Sproat, Commissioner

12/3/2015

Date



**Police and Fire Commission
October 6, 2015
MINUTES**

Present: Commissioners Dorszynski, Michalski, Neman, Sommerhauser and Sproat; Fire Chief Bialk, Executive Assistant Kowalchuk

Absent: Commissioner Michalski, Police Chief Graff

The meeting was called to order at 6:00 p.m.

1) Approve the hiring of additional, paid, on-call Fire Department personnel

Chief Bialk verbally summarized each proposed recruit's biography/resume for commission members.

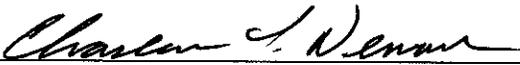
Moved by Commissioner Sommerhauser, seconded by Commissioner Sproat to accept the proposed Fire Department recruits Tyler Hass and Daniel Hoffman on for the eligibility list and appointment. The motion passed by unanimous roll call vote.

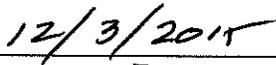
Chief Bialk informed commissioners that he has three more people he would like to interview. Commissioner Neman stated that he get his interview schedule out to commissioners via email.

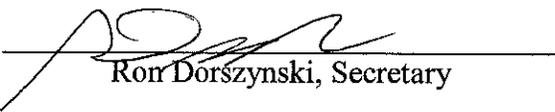
2) Adjourn

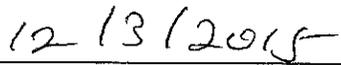
Moved by Commissioner Dorszynski, seconded by Commissioner Sommerhauser to adjourn at 6:15 pm. The motion passed by voice acclamation.

Respectfully Submitted,
Diane Kowalchuk, Executive Assistant


Charles T. Neman, President


Date

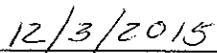

Ron Dorszynski, Secretary


Date

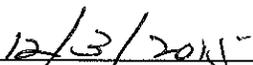
Edward Michalski, Commissioner

Date


Peter Sommerhauser, Commissioner


Date


Robert Sproat, Commissioner


Date



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Police Department

Police and Fire Commission
November 9, 2015
MINUTES

Present: Commissioners Dorszynski, Neman, and Sproat; Police Chief Graff, Fire Chief Bialk, Executive Assistant Kowalchuk

Absent: Commissioners Michalski and Sommerhauser

The meeting was called to order at 6:00 p.m.

1) Approve the hiring of additional, paid, on-call Fire Department Recruits

Chief Bialk verbally summarized each proposed recruit's biography/resume for commission members adding that Commissioner Dorszynski sat in on two of the interviews. Commissioner Dorszynski stated he had no concerns.

Moved by Commissioner Sproat, seconded by Commissioner Dorszynski to approve the hiring of proposed Fire Department recruits Veronica Rudychev, Mathew Lunsmann, and Christopher Wendlandt. The motion passed by voice acclamation.

2) Adjourn

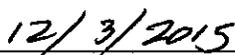
Chief Bialk advised commissioners that he anticipates and will send out emails in the near future regarding scheduling additional interviews for additional recruits that have expressed interest to him.

Moved by Commissioner Dorszynski, seconded by Commissioner Sommerhauser to adjourn at 6:07 pm. The motion passed by voice acclamation.

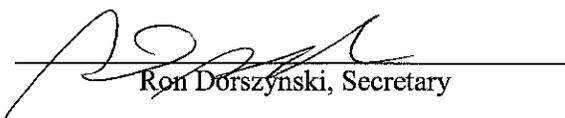
Respectfully Submitted,
Diane Kowalchuk, Executive Assistant



Charles T. Neman, President



Date



Ron Dorszynski, Secretary



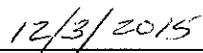
Date

Edward Michalski, Commissioner

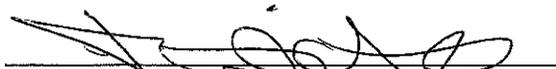


Peter Sommerhauser, Commissioner

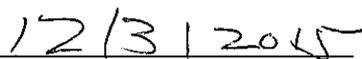
Date



Date



Robert Sproat, Commissioner



Date



**Public Safety Committee
October 29, 2015
MINUTES**

Present: Aldermen Hawkins, Pukaite; Police Chief Graff, Fire Chief Bialk, Executive Assistant Kowalchuk, press and interested public

Absent: Alderman Leszczynski

Others Present: Steve Doberfuhl, Erick Hackert

The meeting was called to order at 6:30 p.m.

1) Approve meeting minutes of September 22, 2015

Moved by Alderman Hawkins, seconded by Alderman Pukaite to approve the meeting minutes of September 22, 2015. The motion passed by voice acclamation.

2) Deer Culling Discussion

Chief Graff laid out the history of the city's participation in deer culling programs including annual costs, service provider changes, and number of deer harvested. He advised that citizen complaints about the program itself (not the service providers) have increased significantly, including some aldermen expressing their say in culling locations chosen.

Discussion of the proposed 2016 contract and its changes included the decreasing numbers of deer harvested over past years, the lack of public outcry for deer removal, and the fact that the actual number of deer in Mequon is unknown. It was noted that full commitment of this program by the Common Council is currently lacking and questions were raised about reaching out to the University of Stevens Point for any potential game management insight they may have to offer. Committee members expressed a desire for additional information on the number of vehicle/deer accidents.

Moved by Alderman Hawkins, seconded by Alderman Pukaite to table this item for further discussion to a special meeting to be held just before the next Common Council meeting. The motion passed by voice acclamation.

3) Emergency Medical Dispatch (EMD) Update

Chief Graff's update of the Emergency Medical Dispatch program included explaining Mequon's total cost is \$40,000; however there is a commitment from St. Mary's to pay \$20,000. St. Mary's is additionally trying to come up with the \$20,000 balance so Mequon would not have to foot any of this expense.

In a meeting the chief attended this morning, he learned that the sheriff feels they are more qualified to handle such calls and will no longer transfer the calls to Mequon. This is in addition to the fact that the Sheriff's Department takes Mequon's cell calls and then transfers

maybe 60-65% of those calls causing a 1.5–3 minute delay on average. The chief shared the concerns he raised during that meeting.

Fire Chief Bialk expressed that he believed that Aurora was also picking up some of Mequon's EMD costs; he will work with Chief Graff to gain clarity.

Chairman Pukaite suggested that possibly the city administrator and a common council member will need to sit down with the sheriff to discuss the service concerns mentioned. Chief Graff added that cell phone providers have the technology to route cell calls directly to municipalities, however, the county has to agree to this. He suggested a joint resolution with Cedarburg, Grafton and Mequon. Chairman Pukaite stated that she would join his efforts bringing the succinct concerns of the three communities forward to county supervisors as well.

4) Adjourn

Moved by Alderman Hawkins, seconded by Alderman Pukaite to adjourn at 7:20 pm. The motion passed by voice acclamation.

Respectfully Submitted,
Diane Kowalchuk
Executive Assistant
Committee Approved 12-14-15



**Public Safety Committee
November 10, 2015
MINUTES**

Present: Aldermen Hawkins, Leszczynski, Pukaite, Police Chief Graff, Fire Chief Bialk, Executive Assistant Kowalchuk, press and interested public

Others Present: Steve Doberfuhl, Erick Hackert

The meeting was called to order at 6:00 p.m.

1) Deer Culling Program

Referencing the deer/vehicle collision statistics provided by Chief Graff, Chairman Pukaite noted that there did not seem to be a correlation between the number of deer harvested to a reduction in deer/vehicle collisions; Mequon's deer/vehicle collisions have remained fairly steady per year despite culling.

Steve Doberfuhl (contractor) expressed that deer culling is done as maintenance, and suggested that the collision numbers would most likely go up if the culling program were discontinued. He provided a map wherein he plotted the deer road kills picked up by the DNR.

Discussion included no public outcry for this program, high number of citizen complaints about the program itself, no data on Mequon's deer population, and a suggestion of public education on peak deer movement during the mid-October to November months.

Moved by Alderman Leszczynski, seconded by Alderman Pukaite to suspend the deer culling program indefinitely until a greater need is seen. The motion passed with a majority voice vote and one opposed.

2) Adjourn

Moved by Alderman Hawkins, seconded by Alderman Leszczynski to adjourn at 6:30 pm. The motion passed by voice acclamation.

Respectfully Submitted,

Diane Kowalchuk

Executive Assistant

Committee Approved 12-14-15



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Office of the City Administrator

**PUBLIC WELFARE COMMITTEE
MEETING MINUTES
November 10, 2015**

PRESENT: Aldermen Gierl, Mayr, Strzelczyk

ALSO PRESENT: Mayor Abendroth (5:35 PM), City Administrator Jones, Assistant City Administrator Thyes, Community Development Director Tollefson, Fire Chief Bialk (5:33 PM), City Attorney Sajdak, Executive Assistant Prosser, Interested Party

The meeting was called to order by Chairman Mayr at 5:30 PM.

Approval of October 13, 2015 meeting minutes

Action: Motion to approve the September 8, 2015 meeting minutes with requested change.
(Strzelczyk/Gierl)

Result: Motion passed by voice acclamation.

Review of Private Fireworks Display and Fireworks Permit Protocols

Assistant City Administrator Thyes stated due to recent concerns raised about private firework displays, outside of those associated with specific holidays, the City's fireworks displays and fireworks permit protocols are before the Committee for review and discussion. Mr. Thyes stated the City Clerk's office did receive complaints from two individuals, but neither resident wanted to leave their name or address nor did they want to file a formal complaint for further investigation by staff. Mr. Thyes went on to provide an overview of the process by which the City issues permits for fireworks. Mr. Thyes pointed out approximately 6-10 permits are issued annually and other than the Fourth of July permits, weddings are the most common occurrences for fireworks. Mr. Thyes stated the City's Zoning Code does not regulate fireworks displays or their associated noise levels, nor is there a specific ordinance governing noise. A formal noise complaint would fall under the jurisdiction of the City's nuisance ordinance. Staff was directed to bring the fireworks permit ordinance to the Committee for review at their next meeting.

ORDINANCE 2015-1452 – An ordinance amending Chapter 58, Zoning Code, as it relates to definitions and the use of single-family dwellings in the residential zoning districts for short term and long term rentals

Community Development Director Tollefson provided a review of the Committee's last meeting related to the definition and the use of single-family dwellings in the residential zoning districts for short term and long term rentals. Ms. Tollefson noted the Committee reached a consensus and agreed to define short-term rentals as; a) a maximum of 29 days of rental or less, annually, b) rental terms to be defined as consecutive days, c) a minimum of two-night rental will be required, d) a single night rental is prohibited, and e) a maximum number of guests allowed for each short term rental is six. Alderman Gierl shared his concern for ensuring short and long term rentals are handled appropriately.

Alderman Mayr asked City Attorney Sajdak for clarification on the City of Cedarburg case related to short-term lease of a single family home. City Attorney Sajdak stated the difference between the Cedarburg case and what the Committee is trying to accomplish with short term and long term rentals, is that the City of Cedarburg did not have a defined use. Attorney Sajdak went on to explain, when the City of Cedarburg sought to enforce the

Code by saying it is not a permitted use. The property owners argued, while they rented their home to someone else it still remained a single family home. The court ultimately defaulted to what was in the code and the judge interpreted the City of Cedarburg case as a permitted use.

City Attorney Sajdak pointed out the recommended definition before the Committee related to short-term rentals has been patterned after Vilas County, whereby their ordinance was upheld as being a valid regulation since it identified specific use. Attorney Sajdak went on to say his recommendation would be to allow the use to some extent, while still regulating the level of use.

The Committee went on to review the definition of Accessory Short-Term Rental of Dwellings and recommended the removal of commercial lodging from the definition.

The question was raised in regards to requiring proof of insurance. Community Development Director Tollefson stated, proof of insurance can be required as part of the review process prior to submitting a permit.

Action: Motion to accept the standards set forth in the definition of an accessory short-term rental with the removal of commercial lodging from the definition. (Strzelczyk/Mayr)

Result: Motion passed by voice acclamation (2/1).

Adjourn

Action: Motion to adjourn the meeting (Strzelczyk/Mayr)

Result: Motion passed by voice acclamation. Meeting adjourned at 6:35 PM.

Respectfully submitted,
Lina Prosser, Executive Assistant
CITY OF MEQUON PUBLIC WELFARE COMMITTEE

CITY OF MEQUON
WISCONSIN

COMMITTEE ON PUBLIC WORKS
MINUTES
October 13, 2015

1. The meeting was called to order at 6:35 p.m. with Alderman Adams, Alderman Hawkins and Alderman Nerbun present.

Staff present was Director of Public Works/City Engineer Lundeen, Deputy Director of Public Works/Assistant City Engineer Jahncke and Administrative Secretary Kress.

2. The minutes of the September 8, 2015 Public Works Committee meeting were moved for approval by Ald. Nerbun, seconded by Ald. Hawkins and unanimously approved by the Committee as written.
3. Director of Public Works/City Engineer Lundeen reminded the Committee that at the August 5 meeting, they approved the installation of a streetlight on Dandelion Lane with a cost not to exceed \$500.00. Staff worked with We Energies to determine how to provide the correct electric service to support the new streetlight, and the final cost was estimated at \$700.00.

Following discussion, it was moved by Ald. Nerbun, seconded by Ald. Hawkins, and unanimously approved by the Committee on Public Works to proceed with the streetlight installation with a cost not to exceed \$700.00.

4. Director of Public Works/City Engineer Lundeen explained that the Mequon Nature Preserve has requested that the City reject all bids for the construction of a new pervious parking lot on their property because they do not have sufficient 2015 funding available to cover the extra construction costs above the MMSD reimbursement amount of \$92,381. The funding will be extended until September 30, 2016, and Staff will work with the Mequon Nature Preserve for an affordable project with an anticipated rebidding in spring 2016.

Following discussion, it was moved by Ald. Hawkins, seconded by Ald. Nerbun, and unanimously approved by the Committee on Public Works to recommend approval of Res. 3331, Mequon Nature Preserve Permeable Parking Lot Paving Project – Bid Rejection, to the Common Council for approval.

5. Staff and the Committee discussed Sealcoating on City Roads. Director of Public Works/City Engineer Lundeen acknowledged that there have been complaints regarding dust, loose aggregate, and rough surfaces as a result of the annual treatment. She explained the sealcoating process and modifications that have been made over the years to improve results, and she noted that Staff reviews the road program and associated issues every year to maximize the benefit to the City and its residents.
6. Director of Public Works/City Engineer Lundeen updated the Committee regarding the Combined DPW Facility. She provided a tentative meeting schedule for upcoming steps, a preliminary cost estimate, and new layout renderings based on meetings with the architect, City staff and Public Works Committee, site visits to area facilities and analysis of the existing building.
7. The Committee was presented with the 2015 City of Mequon Standard Specifications for Land Development for their review and approval. Director of Public Works/City Engineer Lundeen explained that the Engineering Department periodically updates these standard specifications, and this is the 10th Edition.

Following discussion, it was moved by Ald. Hawkins, seconded by Ald. Nerbun, and the 2015 City of Mequon Standard Specifications for Land Development were unanimously approved by the Committee on Public Works.

8. Director of Public Works/City Engineer Lundeen noted that the next meeting of the Public Works Committee is scheduled for November 10 at 6:30 p.m. before the Common Council meeting.
9. There being no further business to conduct, the meeting was unanimously adjourned at 6:58 p.m.

MEQUON TREE BOARD MINUTES
CITY OF MEQUON
WISCONSIN
* * * * *

The meeting was called to order on October 28, 2015, at 7:00 p.m. Present were Chairperson Pam Adams and Members Suzanne Schiesel, Clair Krause and Carol Bangs. Also present were Mequon City Forester Ken Baker and Matt Cudney from Veridian Homes.

The following matters were considered by the Committee and action taken as indicated. It is respectfully requested that this report be accepted and the recommendations made herein be approved.

1. Approval of the April 22, 2015 Tree Board minutes

Action:

Member Krause motioned to approve the minutes, Member Schiesel seconded, and the motion passed by a 4-0 vote.

2. New Member Introduction – Carol Bangs

Discussion:

Member Bangs introduced herself and provided a list of her qualifications: former landscape design teacher, landscape architect, and former member of the Tree Board.

3. Election of Chairperson

Discussion:

Chairperson Adams stated that she could continue to be Chairperson unless someone else would like to fill the position.

Action:

Member Krause motioned to re-elect Chairperson Adams, and Member Bangs seconded. The motion to approve Pam Adams as Chairperson passed by a 4-0 vote.

4. Street Tree Plan for Enclave at Mequon Preserve

Discussion:

Matt Cudney from Veridian Homes presented his Landscape Plan for the subdivision and stated this is going to be a spring planting. The members made a suggestion of more groups of plants rather than individual trees. They also indicated that they would like to see Whitespire Birch instead of the River Birch. In the opinion of the group, there was a good selection of trees. The members of the group stated that they would be available to discuss the issues with the landscape designer.

5. EAB Discussion

Discussion:

Forester Baker discussed what the City is doing relating to EAB. The City is applying for grants, removing trees, and replacing trees. Chairperson Adams stated that the Council had approved \$40,000.00 for EAB-related issues.

6. New Business

Discussion:

Member Schiesel suggested a letter of appreciation for Jim Walczak. Chairperson Adams suggested to start meetings at 6:00 p.m. or to do daytime meetings. Members agreed.

7. Adjourn

Member Krause motioned to adjourn at 8:00 p.m. Member Schiesel seconded, and the motion passed 4-0.

Respectfully submitted,

MEQUON TREE BOARD

City of Mequon - Zoning Enforcement Report Date: 1/1/2016

ALD. DIST.	PARCEL #	ADDRESS	OWNER	VIOLATION	OTC MAILED	COMPLIANCE DATE	COMMENTS (See Key Below)
7	150600106000	10248 N GREENVIEW DR	STEVEN OR JANET PETERSON	OUTSIDE STORAGE	1/2/2015	1/12/2015	1
7	150600301000	10357 N SUNNYCREST DR	JUDY TAYLOR-CLARK	OUTSIDE STORAGE	1/2/2015	1/12/2015	1
7	150600209000	10239 N GREENVIEW DR	THOMAS LARSON	PARKING GRASS	1/2/2012	1/9/2015	5,5,5,4,1
7	150600509000	10030 N SUNNYCREST DR	LARRY OR ALEXA GUTBROD	PARKING GRASS	1/2/2015	1/9/2015	1
7	150310500200	10335 N GRASSLYN RD	THOMAS OR JULIS NAWROT	PARKING TRAILERS	1/2/2015	1/16/2015	1
7	150600514000	1801 W CLOVER LANE	JANET TUROWSKI	PARKING TRAILERS	1/2/2015	1/16/2015	1
7	150550102000	1915 W ZEDLER LANE	GENTILLI TRUST	PARKING TRAILERS	1/2/2015	1/16/2015	1
7	150600213000	1632 N CLOVER LANE	DANIELLE CHANELLIER OR VINCENT FARINA	HOOP HOUSE	1/2/2015	1/16/2015	4,1
8		10530 N PORT WASHINGTON RD	FIDDLEHEADS	BANNER	1/6/2015	1/8/2015	1
5		1550 W MEQUON RD	MUSHIES	BANNER	1/6/2015	1/8/2015	1
4	140290100300	11029 N SWAN ROAD	RAYMOND OR MARY CLAUSING	PARKING GRASS	1/14/2015	1/17/2015	1
8		10930 N PORT WASHINGTON ROAD	MARSHALLS	SIGNS	1/14/2015	1/22/2015	5,1
8		10930 N PORT WASHINGTON ROAD	BRIMOR MEQUON PAVILLIONS	SIGNS	1/14/2015	1/22/2015	1
5	150990021000	1436 W LIBEAU ROAD	MICHAEL GROH	PARKING	1/15/2015	1/28/2015	1
4	140281300300	10661 N WAUWATOSA ROAD	JANICE BESLER	PARKING	1/15/2015	1/22/2015	1
7	150600106000	10248 N GREENVIEW DR	STEVEN OR JANET PETERSON	PARKING	1/16/2015	1/23/2015	1
6		1515 W MEQUON RD	SALOTTO ZARLETTI	SIGN PERMIT	1/16/2015	1/23/2015	5,4
3	140871101000	8109 W FREISTADT RD	FREDRICK OR KIMBERLY BUCHOLTZ	PARKING TRAILERS	1/16/2015	1/23/2015	1
3	140161200500	8320 W FREISTADT RD	MICHELLE HINTZ	OUTSIDE STORAGE	1/16/2015	1/23/2015	1
3	150600106000	8025 W FREISTADT RD	JOSEPH CLAUSING	OUTSIDE STORAGE	1/16/2015	1/23/2015	1
3	150600106000	8025 W FREISTADT RD	JOSEPH CLAUSING	PARKING GRASS	1/16/2015	1/23/2015	1
8	150201001700	10972 N PORT WASHINGTON ROAD	APPAREL LORAIN'S	BANNER	1/26/2015	1/29/2015	1
6		11035 N PORT WASHINGTON ROAD	PICARDY SHOE PARLOUR	BANNER	1/26/2015	1/29/2015	1
6	150300600600	11120 N RANGE LINE ROAD	PHILIP OR JEAN STEINKE	GARBAGE CONTAINERS	1/27/2015	1/30/2015	1
3	140300200000	11401 W MEQUON ROAD	LOIS HILGENDORF	TEMP. STRUCTURES	1/28/2015	4/15/2015	4
1	140980121000	13148 N WEST SHORELAND DRIVE	ALICE MATTHEWS	RESIDENTIAL/BUSINESS	1/28/2015	2/13/2015	4,1
1	140011600300	3104 BONNIWELL ROAD	STANLEY WRZESKI	RESIDENTIAL/BUSINESS	1/28/2015	2/13/2015	4,1
8		10910 N PORT WASHINGTON ROAD	HOLLY TAMM	BANNER	2/2/2015	2/5/2015	1
6	150780110000	10449 N MAGNOLIA DRIVE	HOWARD OR MERLE MITZ	OUTSIDE STORAGE	2/6/2016	2/10/2015	1
6	140750021000	11016 N HEDGEWOOD LANE	MICHAEL OR GLORIA STUPAK	PARKING	2/10/2015	3/31/2015	4,1
3	140870603000	11754 N SOLAR AVENUE	JAMES OR ARLENE MULVANEY	CAR PORT	2/10/2015	4/15/2015	4,1
3	140870603000	11754 N SOLAR AVENUE	JAMES OR ARLENE MULVANEY	PARKING	2/10/2015	3/31/2015	4,1
3	140860210000	11249 N SOLAR AVENUE	TIM OR KATHLEEN KOHLBECK	PARKING	2/10/2015	2/28/2015	4,1
3	140860110000	11254 N SOLAR AVENUE	PAUL RAUSCH	PARKING	2/10/2015	2/28/2015	4,1
4	140281300300	10661 N WAUWATOSA ROAD	JANICE BESLER	PARKING	2/26/2015	3/1/2015	5,1

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5 GOING TO COURT

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City of Mequon - Zoning Enforcement Report Date: 1/1/2016

ALD. DIST.	PARCEL #	ADDRESS	OWNER	VIOLATION	OTC MAILED	COMPLIANCE DATE	COMMENTS (See Key Below)
4	140501009000	10249 N CEDARBURG ROAD	WI. CONF. ASSN. SEVENTH DAY ADVENTIS	PARKING	2/26/2015	3/1/2015	1
4	140680207000	5011 W KATHLEEN LANE	SAM DELIGIO JR	PARKING	2/26/2015	3/1/2015	4,1
2	140580628000	11646 N AUSTIN AVENUE	JOSEPH BERKHAHN	2 TRAILERS	2/26/2015	3/1/2015	4,1
2	140740202000	5223 W HILLCREST DR	JEFF POMERANTZ	OUTSIDE STORAGE	3/6/2015	3/13/2015	5,5,5,5,1
2	140740107000	5426 W HILLCREST DR	STEVEN MANOR	2 TRAILERS	3/6/2015	3/13/2015	1
8		10530 N PORT WASHINGTON RD	FIDDLEHEADS	BANNER	3/6/2015	3/6/2015	5,1
5	150050400600	14050 N BIRCHWOOD LANE	HENRY ROSLER OR YVETTE NOSSIG	BLUFF	3/12/2015	4/10/2015	4
6		2909 W MEQUON ROAD	KIDS RULE ACADEMY	BANNER	3/12/2015	3/15/2015	1
2		11300 N ST. JAMES LANE	LUMEN CHRISTI	BANNER	3/12/2015	3/15/2015	1
8	150540110000	701 W MEQUON ROAD	CAROL NEILS	PARKING	3/12/2015	3/16/2015	1
4	140271000700	10710 N WAUWATOSA ROAD	ARNOLD OR ELDA NEUHAUS	OUTSIDE MAINTENCE	4/8/2015	9/1/2015	4
4	140271000700	10710 N WAUWATOSA ROAD	ARNOLD OR ELDA NEUHAUS	PARKING	4/8/2015	4/13/2015	5,5,5,1
5	150171500100	12144 N LAKE SHORE DRIVE	ROBERT OR JEANNE CRAWFORD	RAZE	3/17/2015	7/1/2015	1
4	140271101400	7520 W DONGES BAY ROAD	LAURA	SIGN LANDSCAPING	3/18/2015	9/17/2015	1
1	140020200100	4901 W PIONEER ROAD	ISAAC OR ALICIA FIGUEROA	OUTSIDE STORAGE	4/3/2015	4/17/2015	1
6	140650401000	10918 N SHERWOOD DRIVE	OLEG OR NATALYA RAGOZIN	OUTSIDE STORAGE	4/3/2015	4/17/2015	1
5		11422 N PORT WASHINGTON ROAD	DRAGONFLY MEDITATION	BANNER	4/8/2015	4/10/2015	1
5		13460 N PORT WASHINGTON ROAD	CHRIST CHURCH	BANNER	4/8/2015	4/10/2015	1
6		10001 N CEDARBURG ROAD	TRINITY LUTHERAN CHURCH	BANNER	4/8/2015	4/10/2015	1
6		11147 N PORT WASHINGTON ROAD	BP STATION	BANNER	4/8/2015	4/10/2015	5,1
6		5616 W DONGES BAY ROAD	LIBBY MONTANA	BANNER	4/8/2015	4/10/2015	5,1
7		1220 W RANCHITO LANE	FAMILY TAE KWON DO	BANNER	4/8/2015	4/10/2015	5,1
8		10994 N PORT WASHINGTON ROAD	FRESH ECO CAFÉ	BANNER	4/8/2015	4/10/2015	5,5,5,5,1
8		11000 N PORT WASHINGTON ROAD	AT & T	BANNER	4/8/2015	4/10/2015	1
8		11048 N PORT WASHINGTON ROAD	DSW	BANNER	4/8/2015	4/10/2015	1
8		11014 N PORT WASHINGTON ROAD	ABOUT FACE	BANNER	4/8/2015	4/10/2015	1
5	150990401000	1309 W LIBEAU ROAD	BEVERLY KOSSOW	OUTSIDE STORAGE	4/9/2015	4/13/2015	1
4		10250 N CEDARBURG ROAD	POGA BAR	SIGN PERMIT	4/9/2015	4/13/2015	5,5,5,1
3	140211500400	8120 W MEQUON ROAD	MICHAEL OR MELISSA HECTOR	OUTSIDE STORAGE	4/9/2015	4/13/2015	5,5,5,5,5,5,1
3	140211500400	8120 W MEQUON ROAD	MICHAEL OR MELISSA HECTOR	FENCE PERMIT	4/9/2015	4/17/2015	5,5,5,5,5,5
5	151001013000	12502 N CIRCLE DRIVE	LANCE HAMPEL OR ELISA MANETTI	PARKING	4/10/2015	4/14/2015	5,5,1
7	150500317000	1327 W EL RANCHO DRIVE	JOSE OR MAYRA SERNA	PARKING	4/10/2015	4/14/2015	1
5	151200017000	11633 N LAKE SHORE DRIVE	BARBARA PFAFF	PARKING	4/16/2015	4/20/2015	1
7	150500101000	9927 N PORT WASHINGTON LANE	TEISUTIS OR ALINA MIKALUSKIENE	PARKING	4/22/2015	4/30/2015	1
7	150500101000	9927 N PORT WASHINGTON LANE	TEISUTIS OR ALINA MIKALUSKIENE	HOOP HOUSE	4/22/2015	4/30/2015	5,5,5,5,1
3	140921010000	11245 N BUNTROCK AVENUE	PAUL OR LORA REINHOLZ	REAL ESTATE SIGNS	4/22/2015	4/27/2015	1

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ALD. DIST.	PARCEL #	ADDRESS	OWNER	VIOLATION	OTC MAILED	COMPLIANCE DATE	COMMENTS (See Key Below)
4	140280102600	7625 W MEQUON ROAD	76TH STREET INVESTMENTS LLC	PARKING	4/27/2015	5/1/2015	5,1
4	140280102600	7625 W MEQUON ROAD	76TH STREET INVESTMENTS LLC	HOOP HOUSE	4/27/2015	9/1/2015	1
4	140341500100	8110/6112 W COUNTY LINE ROAD	SILVER OAK HOMES - BILL FINE	MAINTENCE ROOF/PAINT	4/29/2015	7/1/2015	4
4	140341500100	8110/6112 W COUNTY LINE ROAD	SILVER OAK HOMES - BILL FINE	MAINTENCE RAISE SHED	4/29/2015	7/1/2015	4
4	140341500100	8110/6112 W COUNTY LINE ROAD	SILVER OAK HOMES - BILL FINE	MAINTENCE BOARDS/PAIN	4/29/2015	7/1/2015	4
4	140341500100	8110/6112 W COUNTY LINE ROAD	SILVER OAK HOMES - BILL FINE	PARKING	4/29/2015	7/1/2015	4
4	140341500100	8110/6112 W COUNTY LINE ROAD	SILVER OAK HOMES - BILL FINE	OUTSIDE STORAGE	4/29/2015	7/1/2015	4
7	140360401200	10105 N RANGE LINE ROAD	SCOTT OR ANTONELA LARSON	PARKING	5/1/2015	5/15/2015	5,1
5	150990701000	12345 N EAST SHORELAND DRIVE	ANNALIESA KUBOSCH	OUTSIDE STORAGE	5/4/2015	7/1/2015	1
5	150990701000	12345 N EAST SHORELAND DRIVE	ANNALIESA KUBOSCH	GRASS	5/4/2015	7/1/2015	1
5	150990701000	12345 N EAST SHORELAND DRIVE	ANNALIESA KUBOSCH	MAINTENCE	5/4/2015	7/1/2015	1
6	140640107000	5612 W SHERWOOD DRIVE	PATRICK OE ERICKA MC GINLEY	PARKING	5/4/2014	5/8/2015	1
7	150500208000	1314 W EL RANCHERO DRIVE	LESLEY SCHWALBACH	PARKING	5/4/2015	5/8/2015	1
5	150990509000	1707 W LIBEAU ROAD	JOSEPH OR DAWN ALIOTA	PARKING	5/4/2015	5/8/2015	1
5	150990509000	1707 W LIBEAU ROAD	JOSEPH OR DAWN ALIOTA	HOOP HOUSE	5/4/2015	5/18/2015	4,1
2	140500303001	11340 N CEDARBURG ROAD	LUTHER MANOR AT RIVER OAKS	A FRAME	5/6/2015	5/9/2015	1
7	140250101600	2909 W MEQUON ROAD	KIDS RULE ACADEMY	BANNER	5/6/2015	5/9/2015	1
4	140560305000	5103 W WESTFIELD ROAD	DAVID KRIEGEL	HOOP HOUSE	5/6/2015	5/20/2015	4,1
4	140560305000	5103 W WESTFIELD ROAD	DAVID KRIEGEL	OUTSIDE STORAGE	5/6/2015	5/20/2015	1
4	140560305000	5103 W WESTFIELD ROAD	DAVID KRIEGEL	PARKING	5/6/2015	5/10/2015	1
4	140560305000	5103 W WESTFIELD ROAD	DAVID KRIEGEL	MAINTENCE ROOF/PAINT	5/6/2015	6/1/2015	4,1
6	150300500400	2137 W MEQUON ROAD	FREDRICK GROSS	HOOP HOUSE	5/7/2015	6/8/2015	4, 5,5,5,1
6	150300500400	2137 W MEQUON ROAD	FREDRICK GROSS	MAINTENCE	5/7/2015	6/15/2015	4, 5,5,5,5
6	150300500400	2137 W MEQUON ROAD	FREDRICK GROSS	OUTSIDE STORAGE	5/7/2015	6/15/2015	4,5,5,5,5,
2	140730068000	5321 W PARKVIEW DRIVE	JAMES C BROWN	PARKING	5/8/2015	5/11/2015	1
2	140730069000	5405 W PARKVIEW DRIVE	DONALD J JR. OR SHARON L SALVIN-BRINK	PARKING	5/8/2015	5/16/2015	1
7	150500102000	9915 N PORT WASHINGTON LANE	AMIR YAVOR	PARKING	5/11/2015	5/16/2015	1
7	150500102000	9915 N PORT WASHINGTON LANE	AMIR YAVOR	OUTSIDE STORAGE	5/11/2015	9/25/2015	4,1
7	150680201000	9615 N GREENVIEW LANE	LINDA WALSH	2 HOOP HOUSES	5/11/2015	5/25/2015	1
3	140881301000	11214 N MEADOWBROOK DRIVE	SCOTT OR ELIZABETH DEVEREUX	PARKING	5/20/2015	5/25/2015	1
3	140590013000	10406 N COUNCIL HILLS DRIVE	KALEEMUDDIN OR SHABANA JAWAID	GRASS	5/20/2015	5/25/2015	1
3	140600015000	12119 W SHAWNEE PASS	STEVEN SLICKER	PARKING	5/20/2015	5/25/2015	1
3	140600029000	12314 W SHAWNEE PASS	KATHLEEN BEHRS	PARKING	5/20/2015	5/25/2015	1
2	140771401000	2718 W CHESTNUT ROAD	HOWARD OR ETA DUBOFF	GRASS	5/20/2015	5/25/2015	1
2	140560501000	5405 W HILLCREST ROAD	KENNETH OR CARMEN BANASZYNSKI	PARKING	5/20/2015	5/25/2015	1
2	140730009000	11329 N PARKVIEW DRIVE	JOYCE DUMAS	PARKING	5/20/2015	5/25/2015	1

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8		10968 N PORT WASHINGTON ROAD	GREAT CLIPS	BANNER	5/21/2015	5/24/2015	1
4	140271101400	7520 W DONGES BAY ROAD	LAURA'S DONGES BAY CLUBHOUSE	BANNER	5/21/2015	5/24/2015	1
2	140771519000	2915 W RANCH ROAD	DANIEL OR LINDA KRIPLEAN	PARKING	5/21/2015	5/25/2015	1
2	140720304000	11650 N BOBOLINK LANE	RONALD L LEVIN	GRASS	5/21/2015	5/25/2015	1
5	151001007000	12517 N CENTER DRIVE	MAMIE DAMICO	GRASS	5/29/2015	6/2/2015	1
5	151001214000	1830 DOROTHY PLACE	DAVID J OR SHELLY L HAUGH	GRASS	5/29/2015	6/2/2015	1
5	151001016000	12514 N CIRCLE DRIVE	TODD A HABERMANN	PARKING	5/29/2015	6/2/2015	1
5	151000424000	12511 N CIRCLE DRIVE	RICARDO B LANZA	PARKING	5/29/2015	6/2/2015	5,5,1
5	151001301000	12546 N PILOT DRIVE	TED S OR SUSAN E GEHRKE	PARKING	5/29/2015	6/2/2015	1
5	151001210000	1710 DOROTHY PLACE	JAMIE LEE FREITAG	PARKING	5/29/2015	6/2/2015	1
3	140870502001	11803 N WAUWATOSA ROAD	DALE R OR FRANCINE K RECHCYGL	HOOP HOUSE	5/29/2015	6/12/2015	1
3	140870805000	11715 N SILVER AVENUE	LUJESS LLC	OUTSIDE STORAGE	5/29/2015	6/15/2015	5,5,4,1
3	140870903000	11749 N RIDGEWAY AVENUE	JASON A OR LAURA D FREELS	PARKING	5/29/2015	6/2/2015	4,1
3	140881303000	8421 W POPLAR DRIVE	STEVEN G OR BOBBI J SCHROEDER	PARKING	5/29/2015	6/2/2015	4,1
3	140870806000	11710 N RIDGEWAY AVENUE	BOB TANKING	PARKING	5/29/2015	6/2/2015	4,1
6	150301200100	2116 W DONGES BAY	GARY R OR ANNE M SKIFF	MAINTENANCE	5/29/2015	7/1/2015	4
2	150990705000	12259 N EAST SHORELAND DRIVE	MICHAEL MANDELMANN	OUTSIDE STORAGE	5/29/2015	6/3/2015	1
7	150550102000	1915 W ZEDLER LANE	GENTILLI TRUST	PARKING	6/3/2015	6/7/2015	1
7	150600210000	10225 N GREENVIEW DRIVE	BRADLEY BONNEAU WILLET	GRASS	6/3/2015	6/8/2015	1
7	150550104000	1829 W ZEDLER LANE	DAVID OR REGINA SPAHN	HOOP HOUSE	6/3/2015	6/17/2015	4,5,1
7	150600316000	10302 N GRASSLYN ROAD	PHILIP OR MARIA THEISEN	PARKING	6/3/2015	6/17/2015	5,1
4	140310100100	10141 N GRANVILLE ROAD	JAMES OR JOSEPH WHITE	PARKING	6/5/2015	6/10/2015	1
3	140881415000	11208 N SWAN ROAD	WILLIAM OR CARRIE ERICKSON	HOOP HOUSE	6/5/2015	6/19/2015	4, 1
7	150550103000	1903 W ZEDLER LANE	MERNA JARVIS	MAINTENANCE	6/5/2015	7/6/2015	4,5,5,4
3	140881409000	8813 W POPLAR DRIVE	WILLIAM OR SUSAN BUTH	PARKING	6/5/2015	6/10/2015	4,1
6	140830310000	4107 W SCENIC AVENUE	NICHOLAS VANS TRUST	MAINTENANCE	6/5/2015	9/19/2015	4
6	140830310000	4107 W SCENIC AVENUE	NICHOLAS VANS TRUST	GRASS	6/5/2015	6/10/2015	1
6	140830310000	4107 W SCENIC AVENUE	NICHOLAS VANS TRUST	PARKING	6/5/2015	6/10/2015	1
6	140830310000	4107 W SCENIC AVENUE	NICHOLAS VANS TRUST	STORAGE	6/5/2015	9/19/2015	1
5	150170900900	12245 N LAKE SHORE DRIVE	WAEDEKIN FAMILY TRUST	PARKING	6/10/2015	6/17/2015	1,5
5	150170900900	12245 N LAKE SHORE DRIVE	WAEDEKIN FAMILY TRUST	STORAGE	6/10/2015	6/17/2015	5,5,5,5,5,5,5,5,5,5
5	150170200900	12620 N LAKE SHORE DRIVE	NANCY KEATING / FOLEY AND LARDNER	GRASS	6/10/2015	6/15/2015	1
7	150500311000	1617 W EL RANCHERO DRIVE	MICHAEL AND REBECCA BETZ	PARKING	6/10/2015	6/24/2015	4,1
3	140881601000	11305 N MEADOWBROOK DRIVE	ANTHONY OR CHERYL ZUCCARO	PARKING	6/10/2015	6/15/2015	5,1
3	140881625000	8612 W POPLAR DRIVE	BORIS OR BELLAL YELLIN	PARKING	6/10/2015	6/15/2015	1
3	140881608000	11433 N MEADOWBROOK DRIVE	DAVID OR TARIE UMHOEFER	PARKING	6/10/2015	9/17/2015	4

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3	140881607000	11427 N MEADOWBROOK DRIVE	PATRICIA MARCOUILLER	PARKING	6/10/2015	6/15/2015	1
8		11030 N PORT WASHINGTON ROAD	LEGENDS OF THE FIELD	SIGNS	6/10/2015	6/13/2015	5,5,1
5		11357 N PORT WASHINGTON ROAD	U S CELLULAR	SIGNS	6/10/2015	6/13/2015	5,1
5	150191601500	11249 N PORT WASHINGTON ROAD	BANK MUTUAL	SIGNS	6/10/2015	6/13/2015	5,1
5	150191302000	11357 N PORT WASHINGTON ROAD	KOHLER CREDIT UNION	BANNER	6/10/2015	6/13/2015	1
7	151070110000	DONGES BAY RD AND LA CRESTA DR	OSCAR OR MARY FORTSON	GRASS	6/18/2015	6/25/2015	5,4,1
7	151070112000	2 PROPERTIES ON DONGES BAY RD	EDWARD JOHNSON	GRASS	6/18/2015	6/25/2015	5,4,1
5		1404 W MEQUON ROAD	HAPPY FEET	BANNER	6/18/2015	6/21/2015	5,5,1
5		1300 W MEQUON ROAD	PANERA BREAD	SIGNS	6/18/2015	6/21/2015	1
5	151001009001	12503 N CENTER DRIVE	RONALD OR LEONA JORDAN	PARKING	6/18/2015	7/2/2015	4,1
4	140590007000	12211 W TOMAHAWK TRAIL	DANIEL OR PAULA CARLO	GRASS	6/18/2015	6/25/2015	1
4		10250 N CEDARBURG ROAD	POGA BAR	SIGNS	6/16/2015	6/18/2015	5,5,5,1
4	140501003000	10351 N CEDARBURG ROAD	BUCKLEY TREE SERVICE	PARKING	6/16/2016	6/18/2015	1
4		7426 W DONGES BAY ROAD	VALESTIN LANDSCAPE LLC	BUSINESS	6/23/2015	9/29/2015	4,5,1
4	140710007000	4707 W ELMDALE ROAD	MALOCHY TOAL	GRASS	6/23/2015	6/28/2015	1
4	140710029000	4711 W ELMDALE ROAD	MISTI MICELI	PARKING	6/23/2015	6/27/2015	1
5		1550 W MEQUON RD	GIGI OF MEQUON	BANNER	6/23/2015	6/26/2015	1
4	140330500100	8329 W DONGES BAY ROAD	WILLIAM SCHINNER	PARKING	6/23/2015	6/27/2015	5,5,5,1
4	140341100900	7526 W COUNTY LINE ROAD	PETER OR DELORES NELSON	PARKING	6/23/2015	6/27/2015	1
4	140341100900	7526 W COUNTY LINE ROAD	PETER OR DELORES NELSON	HOOP HOUSE	6/23/2015	9/7/2015	4,5,5,1
8		10954 N PORT WASHINGTON ROAD	SEARS APPLIANCE	SIGNS	6/25/2015	6/28/2015	1
7	150600206000	10319 N GREENVIEW DRIVE	LYNN MASTEY	GRASS	6/25/2015	6/30/2015	4,1
4	140870616000	11744 N VEGA AVENUE	DOUGLAS HARDY OR JANYCE COLLINS	GRASS	6/26/2015	6/30/2015	1
5	150170200900	12620 N LAKE SHORE DRIVE	SHEKHAR SANE	GRASS	6/25/2015	6/30/2015	1
6	140830518000	10821 N HEDGEWOOD LANE	KEVIN S HO	STORAGE	7/2/2015	7/7/2015	1
6	150850000062	3111 W MEQUON ROAD	LIGHTHOUSE OF MEQUON	FLAGS	7/8/2015	7/13/2015	1
5	150060300400	14013 N PORT WASHINGTON ROAD	ARTHUR H WISTH	STORAGE	7/8/2015	7/22/2015	1
5	150060400600	14037 N PORT WASHINGTON ROAD	GLEY R KLAHORST OR DIANE L LARSON	PARKING	7/8/2015	7/12/2015	1
2		6048 W MEQUON ROAD	FORWARD DENTAL	BANNER	7/13/2015	7/16/2015	1
6		2233 W MEQUON ROAD	CENTER FOR JEWISH LIFE	BANNER	7/13/2015	7/16/2015	1
6		11035 N PORT WASHINGTON ROAD	PICARDY SHOE PARLOUR	BANNER	7/13/2015	7/16/2015	1
8	150641210000	416 E MAPLE LANE	TAYLOR SMITH	STORAGE	7/15/2015	9/29/2015	4,5
8	150641207000	480 E MAPLE LANE	THOMAS MILLER	STORAGE	7/15/2015	9/29/2015	4,1
4	140280102600	7625 W MEQUON ROAD	76TH STREET INVESTMENTS LLC	HOOP HOUSE	7/16/2015	9/1/2015	4,5,1
4	140341100400	9716 N WAUWATOSA ROAD	ANDREW J BERGMAN	GRASS	7/22/2015	7/26/2015	1
4	140280100000	11155 N WAUWATOSA ROAD	BP STATION	SIGNS	7/22/2015	7/26/2015	1

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4	140840304000	4927 W CHIPPEWA DRIVE	CHERRY LANGE	PARKING	7/22/2015	7/26/2015	1
4	140840305000	4926 W COUNTY LINE ROAD	DAMAR L LIEDERBACH	PARKING	7/22/2015	7/26/2015	1
6		11126 N CEDARBURG ROAD	EXPRESS EMPLOYMENT PROFESSIONALS	FLAG	7/23/2015	7/25/2015	1
4		6835 W MEQUON ROAD	IVANA'S TRUNK	BANNER	7/23/2015	7/25/2015	5,1
2	140580515000	11633 N AUSTIN AVENUE	YURIY MISYUK	GRASS	7/29/2015	8/5/2015	1
8		10616 N PORT WASHINGTON ROAD	NIORTH SHORE COMPUTERS	FLAG	7/29/2015	8/1/2015	1
6	150300101500	11147 N PORT WASHINGTON ROAD	HEMAOM LLC	BANNER	7/29/2015	8/1/2015	1
6	140250601000	11006 N RIVER ROAD	JUAN OROZCO - SOSA	SIGN	8/13/2015	8/16/2015	1
7	151070114001	10330 N PORT WASHINGTON ROAD	BAYMONT INN AND SUITES	SIGNS	8/13/2015	8/20/2015	1
7	140120300200	10144 N PORT WASHINGTON ROAD	TAMMY TRAU	STORAGE	8/14/2015	8/28/2015	1
4	140500905004	10240 N CEDARBURG ROAD	SYBARIS CLUBS INTERNATIONAL INC.	SIGN	8/14/2015	9/7/2015	1
8	150740118000	10447 N CIRCLE DRIVE	PAMELA MYERS	MAINTENANCE	8/20/2015	8/28/2015	4,1
7	150500102000	9915 N PORT WASHINGTON LANE	AMIR YAVOR	PARKING	8/25/2015	8/31/2015	5,1
7	150500102000	9915 N PORT WASHINGTON LANE	AMIR YAVOR	HOOP HOUSE	8/25/2015	8/31/2015	5,4,1
7	150500102000	9915 N PORT WASHINGTON LANE	AMIR YAVOR	STORAGE	8/25/2015	8/31/2015	5,1
5	150860208000	2000 RAEI DRIVE	MATTHEW HOFMANN	GRASS	8/25/2015	8/31/2015	1
5	151000429000	12501 ISLAND DRIVE	ALICE MENZEL	PARKING	9/23/2015	9/30/2015	1
5	151000213001	12505 ISLAND DRIVE	BLAINE THOMPSON	PARKING	8/25/2015	8/31/2015	5,5,4
5	151670001000	1214 W VENTURE COURT	VENTURE PROPERTIES	PARKING	8/25/2015	8/31/2015	4,5,1
5		11402 N PORT WASHINGTON ROAD	MED TRANSPORT	PARKING	8/25/2015	8/31/2015	5,5,5,5,
5	151670002000	1222 W VENTURE COURT	VENTURE PROPERTIES	MAINTENANCE	8/25/2015	9/8/2015	4,5,1
5	151200017000	11633 N LAKE SHORE DRIVE	BARBARA PFAFF	VEHICLES	8/5/2015	8/19/2015	5,5,1
5	151200017000	11633 N LAKE SHORE DRIVE	BARBARA PFAFF	STORAGE	8/5/2015	8/19/2015	5,5,1,5,5,5,5,5,5
2		11215 N CEDARBURG ROAD	ELEMENTS MASSAGE	BANNER	9/2/2015	9/5/2015	5,5,5,5
2		11215 N CEDARBURG ROAD	ELEMENTS MASSAGE	A FRAME	9/2/2015	9/5/2015	1
2		6016 W MEQUON ROAD	SUPERCUTS HAIR SALON	PUSH IN SIGN	9/2/2015	9/5/2015	1
7		10315 N PORT WASHINGTON ROAD	SIGNITURE AUTO DETAILING	PUSH IN SIGN	9/2/2015	9/5/2015	1
8		10614 N PORT WASHINGTON ROAD	VEIN CLINICS OF AMERICA	SIDEWALK SIGN	9/2/2015	9/5/2015	1
2		MEQUON TOWN CENTER	COLLECTIVA COFFEE ROASTERS	BANNER	9/2/2015	9/5/2015	1
8		10352 N PORT WASHINGTON ROAD	SOBELMAN'S PUB N GRILL	BANNER	9/2/2015	9/5/2015	1
7	151070112000	DONGES BAY RD AND LA CRESTA DR	EDWARD JOHNSON	GRASS	9/3/2015	9/10/2015	1
7	151070111000	DONGES BAY RD AND LA CRESTA DR	OSCAR OR MARY FORTSON	GRASS	9/3/2015	9/10/2015	1
3	140870714000	11700 N RIDGEWAY AVENUE	TIMOTHY OR DEBRA OTTEM	PARKING	9/8/2015	9/13/2015	5,1
3	140870805000	11715 N SILVER AVENUE	LUJESS LLC	GRASS	9/8/2015	9/13/2015	1
3	140870805000	11715 N SILVER AVENUE	LUJESS LLC	PARKING	9/8/2015	9/13/2015	4,5,5
3	140860205000	11413 N SOLAR AVENUE	DUANE OR JULIE WAGNER	PARKING	9/8/2015	9/13/2015	1

1 COMPLIANCE ACHIEVED

2 COMPLIANCE DATE NOT MET

3 WAITING ON REPLY

4 EXTENSION GRANTED

5 GOING TO COURT

6 ON HOLD

City of Mequon - Zoning Enforcement Report Date: 1/1/2016

ALD. DIST.	PARCEL #	ADDRESS	OWNER	VIOLATION	OTC MAILED	COMPLIANCE DATE	COMMENTS (See Key Below)
7	150310101100	10355 N PORT WASHINGTON ROAD	CLARK STATION / KHLID AHMED	SIGNS	9/9/2015	9/13/2015	1
7	150320600200	10352 N PORT WASHINGTON ROAD	SOBELMAN'S PUB N GRILL	BANNER	9/9/2015	9/13/2015	1
8		10984 N PORT WASHINGTON ROAD	MARSHALLS	SIGN	9/9/2015	9/13/2015	1
6		6028 W MEQUON ROAD STE. 100	IN BALANCE YOGA	SIGN	9/9/2015	9/13/2015	1
4	141330018000	8011 W KENSINGTON DRIVE	RICHARD BERNSTEIN	GARBAGE CONTAINERS	9/9/2015	9/13/2015	1
5		13800 N PORT WASHINGTON ROAD	UNITARIAN CHURCH NORTH	BANNERS	9/9/2015	9/13/2015	1
5		11649 N PORT WASHINGTON ROAD	DR RICHARD LEWIS	SIGN	9/9/2015	9/13/2015	1
4	141030304000	9815 W SHANNON COURT	DAWN SEDERHOLM	STORAGE	9/11/2015	9/16/2015	1,5,1
6		10512 N CEDARBURG ROAD	GLADYS MAE LUCHT	RAZE			4,5,5,5,4
4	140600027000	12206 W SHAWNEE PASS	SUGAR BAR LLC MARIE KASTEN	GRASS	9/14/2015	9/18/2015	5,1
7	151070112000	1027 W DONGES BAY ROAD	WARD OR MARY JOHNSON	STORAGE	9/16/2015	9/23/2015	4,5,
7	151070112000	1027 W DONGES BAY ROAD	WARD OR MARY JOHNSON	MAINTENANCE	9/16/2015	9/30/2015	4,5
7	150600514000	1801 W CLOVER LANE	JANET TUROWSKI	MAINTENANCE	9/16/2015	10/16/2015	4,1
4		NEWMAN HOMES DEVELOPMENT	KEVIN ANDERSON	PARKING	9/18/2015	9/15/2015	1
4		10250 N CEDARBURG ROAD	YUMMYS ROXANNE CARDENAS	BANNER	9/18/2015	9/22/2015	5,1
1	140070900000	12973 N FOX HOLLOW ROAD	ALEX MAZUR	GRASS	9/18/2015	9/25/2015	5,5,5,5
1	140040600100	14202 N DAVIS ROAD	KASTEN FAMILY TRUST	PARKING	9/18/2015	9/25/2015	1
5	150201001700	ORT RD JUST NORTH OF VENTURE C	APPARELS LORAIN'S	STORAGE	9/18/2015	10/18/2015	1
3	140860110000	11254 N SOLAR AVENUE	PAUL RAUSCH	BUILDING PERMIT	9/23/2015	10/30/2015	4
3	140870902000	11761 N RIDGEWAY AVENUE	MATTHEW LEMKE	PARKING	9/24/2015	9/28/2015	5,1
3	140860212000	11242 N VEGA AVENUE	SUSAN SCOTT	PARKING	9/24/2015	9/28/2015	1
3	140510101001	11224 N VEGA AVENUE	JEFFERY WIDDER	PARKING	9/24/2015	9/28/2015	1
3	140871201000	8205 W FREISTADT ROAD	DENNIS PETERSON	PARKING	9/24/2015	9/28/2015	1
3	140870718000	11728 N SILVER AVENUE	MLCFA INVESTMENTS LLC	PARKING	9/24/2015	9/28/2015	1
3	140708040000	11723 N SILVER AVENUE	GAVIN MCNEIL	PARKING	9/24/2015	9/28/2015	1
3	140210600900	8677 W FREISTADT ROAD	DANIEL MIKOLAJCZAK	PARKING	9/24/2015	9/28/2015	1
4	140270200100	6619 W MEQUON ROAD	HALMAR 1 LLC	BANNER	9/24/2015	9/28/2015	1
5	150200701400	11558 N PORT WASHINGTON ROAD	METRO MARKET	A FRAME	9/29/2015	10/2/2015	1
5	150200701400	11558 N PORT WASHINGTON ROAD	METRO MARKET PHARMACY	SIGN	9/29/2015	10/2/2015	1
2		11275 N CEDARBURG ROAD	LEO AND LOU'S CHILDRENS WEAR	BANNER	9/22/2015	9/28/2015	1
6	140500607000	10401 N CEDARBURG ROAD	ALPINE RESTAURANT	STORAGE	9/30/2015	10/14/2015	1
6	140500607000	10401 N CEDARBURG ROAD	ALPINE RESTAURANT	MAINTENANCE	9/30/2015	10/21/2015	1
2		11205 N CEDARBURG ROAD	COLLECTIVA COFFEE ROASTERS	BANNER	10/1/2015	10/4/2015	5,1
5	150080600200	13460 N PORT WASHINGTON ROAD	CHRIST CHURCH	BANNER	10/12/2015	10/15/2015	1
6	140250101600	2909 W MEQUON ROAD	CHRISTIAN LIFE CENTER	BANNER	10/12/2015	10/15/2015	1
4	140500612000	5616 W DONGES BAY ROAD	LIBBY MONTANA	BANNER	10/12/2015	10/15/2015	1

1 COMPLIANCE ACHIEVED

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3 WAITING ON REPLY

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5 GOING TO COURT

6 ON HOLD

City of Mequon - Zoning Enforcement Report Date: 1/1/2016

ALD. DIST.	PARCEL #	ADDRESS	OWNER	VIOLATION	OTC MAILED	COMPLIANCE DATE	COMMENTS (See Key Below)
2		6016 W MEQUON ROAD	SUPER CUTS	BANNER	10/12/2015	10/15/2015	5,1
6	150301601000	10401 N PORT WASHINGTON ROAD	CRAVE BAR AND FOOD	FLAG	10/12/2015	10/15/2015	1
7		10315 N PORT WASHINGTON ROAD	SIGNATURE AUTO DETAILING	BANNER	10/21/2015	10/25/2015	5,1
2		TOWN HALL CENTER	SIEGEL GALLAGHER MGMT.	BANNER	10/21/2015	10/25/2015	1
8		10918 N PORT WASHINGTON ROAD	ELITE NUTRITION	A FRAME	10/21/2015	10/25/2015	1
6		6027 W MEQUON ROAD	SHERWIN WILLIAMS	FLAG	10/21/2015	10/25/2015	1
8		10954 N PORT WASHINGTON ROAD	SEARS APPLIANCE	SIGNS	10/21/2015	10/25/2015	1
6		6121 W MEQUON ROAD	RICKS MEQUON CAR CARE	BANNER	10/21/2015	10/25/2015	1
5	150650107000	1832 W WOODSIDE LANE	HAROLD ZIGAN	PARKING	10/21/2015	10/25/2015	1
2	150650408000	11841 N COUNTRY LANE	WILLIAM REEDUS	PARKING	10/21/2015	10/25/2015	1
4	140840112000	4558 W COUNTY LINE ROAD	GERALD BERENS	PARKING	10/21/2015	10/25/2015	1
6	140500716002	10418 N CEDARBURG ROAD	PKH PROPERTIES LLC	PARKING	10/21/2015	10/25/2015	1
4	140341300600	9825 N BAEHR ROAD	MONICA POPE - WRIGHT	PARKING	10/21/2015	10/25/2015	1
4	140840301000	4812 W COUNTY LINE ROAD	RICHARD MULENBURG	PARKING	10/21/2015	10/25/2015	1
2	140240700500	11712 N RIVER ROAD	BRADLEY O IRVINE	PARKING	11/6/2015	11/13/2015	1
2	140580101000	11743 N RIVER ROAD	RODRICK PARKER	PARKING	11/6/2015	11/13/2015	1
2	140580101000	11743 N RIVER ROAD	RODRICK PARKER	STORAGE	11/6/2015	11/20/2015	4
5	150530401000	11402 N PORT WASHINGTON ROAD	PORTWASH I LLC	PARKING	11/9/2015	11/16/2015	1
3	140300600700	12017 W MEQUON ROAD	BRAD D THUROW	SIGN	11/9/2015	11/11/2015	1
7	150320600200	10352 N PORT WASHINGTON ROAD	DAVE SOBELMAN	SIGN	11/11/2015	11/25/2015	5,4,
1		RIVER ESTATES	TOM WEICKARDT / TORY BRUCE ARMITAGE	SIGN	11/11/2015	11/25/2015	4,1
5	151000205000	12531 N ISLAND DRIVE	SEAN NELSON	PARKING	11/17/2015	11/20/2015	1
5	151000205000	12531 N ISLAND DRIVE	SEAN NELSON	STORAGE	11/17/2015	11/24/2015	1
8	150540304000	10910 N SAN MARINO DRIVE	PHILIP ARNHOLT	PARKING	11/17/2015	11/24/2015	4,1
8	150540304000	10910 N SAN MARINO DRIVE	PHILIP ARNHOLT	STORAGE	11/17/2015	11/24/2015	4,1
8	150540404000	10820 N SAN MARINO DRIVE	STEVEN KRAMER	PARKING	11/17/2015	11/20/2015	1
8	150540513000	11031 N SAN MARINO DRIVE	GURMEET SINGH	PARKING	11/17/2015	11/20/2015	5,
8	150540201000	812 W MONTEREY LANE	ERIC HOFFMAN	PARKING	11/17/2015	11/20/2015	5,1
4		11127 N INDUSTRIAL DRIVE	RITWAY BUS SERVICE	A FRAME, FLAGS	11/18/2015	11/21/2015	1
4		6616 W MEQUON ROAD	HAIR STUDIO 25	BANNER	11/18/2015	11/21/2015	1
4		6619 W MEQUON ROAD	E CIG	FLAG	12/1/2015	12/4/2015	1
8		10800 N PORT WASHINGTON ROAD	TOBIN JEWELERS	BANNER	12/1/2015	12/4/2015	1
5		11525 N PORT WASHINGTON ROAD	JIMMY JOHNS	BANNER	12/1/2015	12/4/2015	1
7	150500317000	1327 W EL RANCHO DRIVE	JOSE OR MAYRA SERNA	PARKING	12/7/2015	12/14/2015	4,
7	150500317000	1327 W EL RANCHO DRIVE	JOSE OR MAYRA SERNA	OUTSIDE STORAGE	12/7/2015	12/14/2015	4,
5	150191500300	1836 W MEQUON ROAD	REGINALD FLETCHER	OUTSIDE STORAGE	12/7/2015	12/14/2015	1

1 COMPLIANCE ACHIEVED

2 COMPLIANCE DATE NOT MET

3 WAITING ON REPLY

4 EXTENSION GRANTED

5 GOING TO COURT

6 ON HOLD



11333 N. Cedarburg Rd 60W
Mequon, WI 53092-1930
Phone (262) 236-2955
Fax (262) 242-9655
Web www.ci.mequon.wi.us

FINANCE DEPARTMENT

To: Finance/Personnel Committee
Common Council

From: Veronica Rudychev, Assistant Finance Director

Date: January 6, 2016

Subject: Resolution 3341 Disallowing the Claim of John R. Grau Relating to Driveway Replacement

Background:

In spring of 2015 the City of Mequon Public Works Department (DPW) and a contractor hired by the City reconstructed Donges Bay Road. As part of that reconstruction process, driveways on Donges Bay were cut and later replaced by the City.

On November 13, 2015 Mr. Grau submitted an invoice to the City of Mequon for the concrete driveway which was cut on his property at 337 W Donges Bay Rd and replaced with asphalt. This invoice has been attached for your reference.

Analysis:

The City of Mequon submitted a letter to Mr. Grau on May 22, 2015 that detailed the process for the planned reconstruction of Donges Bay Road. In this letter, the City advised Mr. Grau that his driveway would need to be cut as part of the reconstruction project. The City further advised Mr. Grau of the City ordinance that governs the replacement of the driveways that are cut. Specifically, that the City does not replace concrete driveways with concrete per City Ordinance Section 58-605(n) which states,

"Concrete driveways shall be permitted within the right-of-way to the edge of pavement. However, the portion in the public right-of-way is at the owner's risk. If road or ditch maintenance requires the removal of a concrete driveway, the owner may replace it with like materials at the owner's expense' otherwise, the City shall replace it with asphalt at the City's expense."

The letter further stipulated that Mr. Grau was to contact the City if he intended to replace the portion of his driveway removed for this project with concrete and if the City did not hear from him, the City would replace the driveway with asphalt in conjunction with the road paving. Thus, since the City did not hear from Mr. Grau, the driveway was replaced with asphalt at the City's expense. The letter dated May 22, 2015 has been attached for your reference.

Recommendation:

The attached resolution is recommended for your review and approval to send to the Common Council in order to formally deny the claim of John R. Grau relating to driveway replacement on his property on Donges Bay Road.



Veronica Rudychev
Assistant Finance Director

City Administrator's Comments:



11333 N. Cedarburg Rd 60W
Mequon, WI 53092-1930
Phone (262) 236-2932
Fax (262) 242-9655

www.ci.mequon.wi.us

ENGINEERING/PUBLIC WORKS

May 22, 2015

Mr. John Grau
337 W. Donges Bay Road 104N
Mequon, WI 53092

Dear Mr. Grau,

The planned reconstruction of Donges Bay Road from the Union Pacific Railroad to Lake Shore Drive will include the following:

- Roadwork - The existing 28' wide asphalt pavement will be pulverized, graded, compacted, and used as additional granular base for the road. After grading, new asphalt pavement will be paved to a width of 30' (1' wider on each side of the road). The resulting new pavement will be 3" to 4" higher than the old pavement requiring that approaches from the road into driveways and side streets will be paved as well to provide a smooth transition to the new road pavement.
- Drainage work
 - As the road will be widened by 1' on each side of the road, your driveway culvert will be replaced and relocated approximately 2' farther south. The object of this is to accommodate an adequate area for a gravel shoulder and try to maintain a typical 3:1 slope off the road.
 - To obtain a more positive grade for storm water drainage purposes, the roadside ditch will also be re-graded. A copy of the profile plan design is enclosed for information purposes, so please feel free to contact Guy Hansen at 262-236-2936 should you have any questions about it.
- Driveway - Because of the above roadwork and drainage work, a portion of your concrete driveway needs to be replaced as part of this project. The proposed saw-cut line has been painted on your driveway. The concrete will be saw-cut in a straight line to provide a clean concrete joint. The city does not replace concrete driveways with concrete per city ordinance section 58-605(n) which states,
"Concrete driveways shall be permitted within the right-of-way to the edge of pavement. However, the portion in the public right-of-way is at the owner's risk. If road or ditch maintenance requires the removal of a concrete driveway, the owner may replace it with like material at the owner's expense; otherwise, the city shall replace it with asphalt at the city's expense."

Please contact me if you plan to replace the portion of your driveway removed for this project with concrete. If not, the city will be replacing it with asphalt in conjunction with the road paving.

Respectfully,

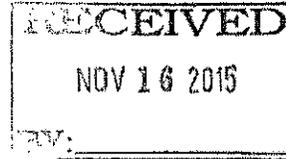
Timothy J. Weyker,
Engineering Technician

Attachments: April 17th Letter to Residents
Ditch Profile Plan

John R. Grau
337 W Donges Bay Rd
Mequon WI 53092
262-241-8988

November 13, 2015

INVOICE



Terms: NET 30 Days

City of Mequon &
Mayor Dan Abendroth
District 1 Alderman Robert Strzelczyk
District 2 Alderman Connie Pukaite
District 3 Alderman Dale Mayr
District 4 Alderman John Leszczynski
District 5 Alderman Mark Gierl
District 6 Alderman John Hawkins
District 7 Alderman Andrew Nerbun
District 8 Alderman Pam Adams
City Engineer Kristen Lundeen

During the City's unnecessary widening of W. Donges Bay Rd, in front of my home, they saw cut my concrete driveway, and replaced it with Asphalt. I was NOT notified that this was going to be done. The City was given a copy of my survey, when my home was built. The City knows that I own the land to the Center of the Road. MY concrete driveway was on MY land, and taken without my knowledge or permission. The City of Mequon and the above captioned officials and employees diminished the value of my property by confiscating my permanent paving and replacing it with substandard temporary paving.

Cost of removing the asphalt, and replacing it with concrete:

\$2,500.00

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION NO. 3341

A RESOLUTION DISALLOWING THE CLAIM
OF JOHN R. GRAU RELATING TO DRIVEWAY REPLACEMENT

WHEREAS, John R. Grau submitted an invoice to the City dated November 3, 2015 in which he claimed the City replaced his concrete driveway at his property with asphalt without his knowledge or permission and sought monetary damages for the same; and

WHEREAS, the City staff has reviewed the facts and circumstances relating to the claim and recommended that the Common Council disallow the claim; and

WHEREAS, Wis. Stat. § 893.80 provides for the process by which the Common Council shall consider and handle claims made against the Council, the City and its officers, agents and employees;

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Mequon that the claim of John R. Grau dated November 13, 2015 relating to the replacement of his driveway is hereby disallowed.

BE IT FURTHER RESOLVED that the City Clerk's office is directed, pursuant Wis. Stat. § 893.80(1g), to provide Mr. Grau with written notice of disallowance.

Approved:

Dan Abendroth, Mayor

Date Approved: _____

This is to certify that the foregoing resolution as adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on the 12th day of January, 2016.

William H. Jones, City Clerk

Published: N/A



11333 N. Cedarburg Rd 60W
Mequon, WI 53092-1930
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Fax (262) 242-9655

www.ci.mequon.wi.us

PUBLIC WORKS/ENGINEERING

To: Public Works Committee and Common Council
From: Kristen B. Lundeen, P.E., Director of Public Works/City Engineer
Date: January 6, 2016
Subject: Resolution 3344 – Granting of Easement to We Energies – Donges Bay Road

Background:

We Energies is planning a major facility upgrade of its gas main infrastructure in the southwest corner of the City. As originally proposed, the gas main would extend through an easement at the Mequon Nature Preserve. Proposed locations for the facilities must be submitted to the Public Service Commission (PSC) for review and approval. In May, Public Works and Common Council approved Resolution 3308 requesting that the PSC consider an alternate location for the We Energies gas main that has less impact on the Mequon Nature Preserve (MNP).

Since that time, We Energies proposed an alternate route extending through easements along the right-of-way on Donges Bay Road. The City of Mequon owns several properties along the route (see attached map) which require easements to allow for the gas main relocation.

We Energies also submitted documentation agreeing to vacate the existing easements through MNP upon installation of the new main. It is anticipated that approval of the vacation documents will occur in 2017 or 2018.

Construction will begin in 2016, but only on the west end of Mequon (west of Granville Road). The remaining portion of the construction will take place in 2017, the portion that affects the MNP property.

Analysis:

The proposed easement is 30' wide on the north side of the property, south of the right-of-way, running parallel to the right-of-way. The easement still allows for access and underlying property rights.

While there is a small easement impact to City owned property on the west end of the project, the biggest impact is on the MNP property. Both MNP and the Ozaukee Washington Land Trust (OWLT) will be signatories on the easement document due to the existing lease and easement documents in place with the City. At this stage, both entities are supportive of the easement location.

We Energies staked the easement location so that the City Forester could determine whether specimen tree removal was required for the project. Any specimen tree removal will require Planning Commission approval.

Fiscal Note:

There is no budgetary impact for the City to grant the easement.

Recommendation:

Staff recommends that the Public Works Committee favorably endorse and Common Council approve Resolution 3344 granting an easement to We Energies for the gas main relocation on Donges Bay Road.

Attachment(s) Resolution 3344
Gas Distribution Easement
We Energies Map – Route A
Mequon Properties Aerial Maps

**COMMON COUNCIL
OF THE
CITY OF MEQUON**

RESOLUTION NO. 3344

GRANTING OF EASEMENT TO WE ENERGIES – DONGES BAY ROAD

WHEREAS, the city of Mequon owns lands on the south side of Donges Bay Road at 11655 West Donges Bay Road and 8275, 8519 and 9011 West Donges Bay Road (Mequon Nature Preserve); and

WHEREAS, WE Energies has proposed to replace high pressure gas main facilities along Donges Bay Road and is requesting an easement along the property lines; and

WHEREAS, staff has reviewed WE Energies requested easement and is in agreement with the proposed installation, restoration and easement agreement.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Mequon that the City hereby grants the easements to WE Energies as proposed and shown on the attached easement documents and that the appropriate City officials be authorized to execute the easement documents.

Approved: Dan Abendroth, Mayor

Date: January 12, 2016

This is to certify that the foregoing resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on the 12th day of January 2016.

William H. Jones, Jr., City Clerk

GAS DISTRIBUTION EASEMENT

Document Number

This **GAS DISTRIBUTION EASEMENT**, (the "Easement") is made by the **CITY OF MEQUON**, a municipal corporation and **Mequon Nature Preserve, Inc.**, a Wisconsin non-profit organization (Lessee of affected land), (collectively "Grantor") to **WISCONSIN GAS LLC**, a Wisconsin limited liability company, doing business as **We Energies** ("Grantee"). Grantor and Grantee may be referred to individually as "Party" or collectively as the "Parties".

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby conveys and grants to Grantee, its successors and assigns, a permanent non-exclusive easement on, over, under, across, through and upon a part of Grantor's land hereinafter referred to as the "Easement Area".

- 1. Easement Area:** The Easement Area is described as a strip of land fifty (50) feet in width (or such other widths as described hereinafter), being a part of the premises of Grantor in a part of the Northeast ¼ and the Northwest ¼ of Section 33, Township 9 North, Range 21 East, City of Mequon, Ozaukee County, Wisconsin (the "Easement Area").

The location of the Easement Area with respect to Grantor's premises is described on the attached Exhibit "A" and shown on the attached Easement Description Map, marked Exhibit "B", and made a part hereof by this reference.

RETURN TO:

WE ENERGIES
Attn: Pat Adams
231 W. Michigan Street, A252
Milwaukee, WI 53203

14-033-02-003.00, 14-033-05-000.00, 14-033-06-000.00 & 14-031-05-002.00
(Parcel Identification Number)

- 2. Purpose:** This Easement gives, grants and conveys unto Grantee, its successors and assigns, subject to the limitations and reservations herein stated, the permanent and non-exclusive right, permission and authority to lay, install, construct, maintain, operate, inspect, alter, replace, protect, test, patrol, extend, repair, reconstruct, relocate, enlarge, and remove or abandon a pipeline or pipelines with valves, tie-overs, main laterals and service laterals, and other appurtenant facilities, including cathodic protection apparatus used for corrosion control, all of which shall be and remain the property of Grantee, for the transmission and distribution of natural gas and all by-products thereof or any liquids, gases, or substances which can or may be transported or distributed through a pipeline or pipelines on, over, under, across, through and upon the Easement Area.

Grantee may designate or otherwise appoint, assign, contract, and duly authorize other persons, firms, or corporations to perform, carry out and complete, in whole or in part, the activities operations, herein enumerated, as it deems necessary and convenient for the full enjoyment and use of the rights herein granted.
- 3. Nonexclusive:** The easement herein granted is nonexclusive, and Grantor reserves unto itself, the right, not inconsistent with the rights granted to Grantee hereunder, to use the Easement Area for any purpose, including for the construction, installation, operation, maintenance, repair and replacement of roads, parking areas, access drives, bike/multi-use trails, sanitary sewer, water main, storm sewer and related facilities (collectively hereinafter the "Grantor Facilities"), underground, upon, over, across within and beneath the Easement Area. (As of the date of this Easement there are no Grantor Facilities under, upon, over, across, within or beneath the Easement Area.)
- 4. Grantor Facilities:** In the event that, after the initial installation of Grantee's facilities within the Easement Area, the reconstruction, repair, replacement or relocation of any of Grantee's facilities within the Easement Area makes it necessary or prudent (under good utility practice or at the request of Grantee) for Grantor to reconstruct, modify, replace or relocate any Grantor Facilities within the Easement Area, then the reasonable cost of such reconstruction, modification, replacement or relocation shall be reimbursed by Grantee to Grantor. Such reimbursement shall be made within thirty (30) days after Grantee's receipt of a detailed invoice and supporting documents for such costs and expenses from Grantor.
- 5. Grantee Facilities:** In the event that the construction, installation, operation, maintenance, repair, replacement, or relocation of any future Grantor Facilities makes it necessary or prudent (under good utility practice or at the request of Grantor) for Grantee to reconstruct, modify, replace or relocate any of Grantee's facilities within the Easement Area, then the reasonable cost of such reconstruction, modification, replacement or relocation shall be reimbursed by Grantor to

Grantee. Such reimbursement shall be made within thirty (30) days after Grantor's receipt of a detailed invoice and supporting documents for such costs and expenses from Grantee.

6. **Good Faith Effort:** Grantor and Grantee each agrees to use good faith efforts to construct, install, operate, maintain, repair and replace its facilities within the Easement Area in a manner that minimizes the impact on the facilities of the other party hereto, subject to the requirements of good utility practice.
7. **Use and Access:** Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment and use of the rights herein granted, including but not limited to, the right to remove and to clear all structures and obstructions such as, but not limited to, rocks, trees, brush, limbs and fences which might interfere with the rights herein contained, and the free and full right of ingress and egress over and across the Easement Area, to and from the Easement Area, and other adjacent lands of Grantor, as necessary or convenient for the full enjoyment and use of the rights herein granted, during the operations of Grantee as herein above enumerated, but not necessarily limited thereto.
8. **Structures and Improvements:** Grantor covenants and agrees that no structures or above ground improvements (as defined in the attached Exhibit "C"), obstructions or impediments, of whatever kind or nature will be constructed, placed, granted or allowed within the Easement Area. Grantor further covenants and agrees not to plant any trees or shrubs within fifteen (15) feet of the centerline of the pipeline.

Grantor agrees to comply with the Addendum - General Construction Requirements and Restrictions for Wisconsin Gas LLC Gas Pipeline Easement Areas which is attached hereto, marked Exhibit "C", consisting of two pages, and made a part hereof by this reference.

9. **Elevation:** Grantor covenants and agrees that the elevation of the existing ground surface of land within the Easement Area will not be altered by more than six (6) inches without the prior written consent of Grantee.
10. **Temporary Easement:** Grantee and its agents shall have the further right to use, for initial construction purposes only, a strip(s) of land as shown on the attached Exhibit "B", as a temporary construction easement area. For non-wooded parcels Grantor and Grantee agree that Grantee may at the time of construction extend the temporary easement area up to an additional twenty-five (25) feet. The temporary easement is for construction purposes only and shall terminate when the need therefor passes.
10. **Reserved Rights:** Grantor, after the initial construction of the pipeline is completed, reserves the right to cultivate and use the ground surface within the Easement Area covered by this Easement provided that such use shall not, in the opinion of Grantee, interfere with or obstruct Grantee in its exercise of the rights and privileges herein granted, or create any actual or potential hazard to the pipeline facilities ultimately installed therein.
11. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, including fencing, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the Easement Area.
12. **Ownership:** Grantor, its successors, assigns, heirs, executors and administrators covenant and agree to and with Grantee, its successors and assigns, that at the time of the ensembling and delivery of this Easement, they are well seized of good and marketable title to the premises above described.
13. **Exercise of Rights.** The Parties agree that the complete exercise of the rights herein conveyed may be gradual and not fully exercised for some time in the future, and that none of the rights herein granted shall be lost by non-use for any length of time.
14. **Binding Effect:** This Easement shall be a covenant running with the land and shall be binding upon, and inure to the benefit of the Parties and their heirs, legal representatives, executors, administrators, devisees, legatees, successors or assigns. The rights herein granted to Grantee may be assigned in whole or in part by Grantee at any time.

IN WITNESS WHEREOF, the Party or Parties hereto have executed this instrument this _____ day of _____, 20____.

GRANTOR: CITY OF MEQUON

Print Name: Daniel Abendroth, Mayor

Print Name: William Jones, City Clerk

STATE OF WISCONSIN)
 : SS
 COUNTY)

Personally came before me this _____ day of _____, 2015 the above named Daniel Abendroth and William Jones, known to me to be the Mayor and Clerk of the City of Mequon, a municipal corporation, who executed the foregoing instrument by its authority and on its behalf and acknowledged the same.

Notary Public, State of Wisconsin
Print Name: _____
My commission expires _____
[Notary Seal]

IN WITNESS WHEREOF, the Party or Parties hereto have executed this instrument this _____ day of _____, 20____.

GRANTOR: MEQUON NATURE PRESERVE, INC.

James Bell, Chairman of the Board

Christine Nuernberg, Secretary and Treasurer of the Board

STATE OF WISCONSIN)
 : SS
 COUNTY)

Personally came before me this _____ day of _____, 2015 the above named James Bell, known to me to be the Chairman of the Board and Christine Nuernberg, known to me to be the Secretary and Treasurer of the Board of the Mequon Nature Preserve, a Wisconsin non-profit corporation, who executed the foregoing instrument by its authority and on its behalf and acknowledged the same.

Notary Public, State of Wisconsin
Print Name: _____
My commission expires _____
[Notary Seal]

The Ozaukee Washington Land Trust does hereby consent to the grant of this easement and does hereby subordinate the interest and rights of that certain Mequon Nature Preserve Conservation Easement, described in Exhibit B to the Special Warranty Deed dated June 30, 2011, as recorded with the Register of Deeds office for Ozaukee County, Wisconsin, on August 16, 2011, as Document No. 0948659, to the easement interest of the Grantee as more fully set forth in this easement.

**THE OZAUKEE WASHINGTON LAND TRUST, INC.,
a Wisconsin non-profit corporation**

By: _____

Print Name: _____

Title: _____

STATE OF WISCONSIN)
: SS
COUNTY)

Personally came before me this _____ day of _____, 20____, the above-named _____,

known to me to be the _____ (Title) of THE OZAUKEE WASHINGTON LAND TRUST, INC., a Wisconsin non-profit corporation, who executed the foregoing instrument by its authority and on its behalf and acknowledged the same.

Notary Public Signature, State of Wisconsin

My commission expires _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY AND EASEMENT AREA

GRANTOR:
CITY OF MEQUON
11333 N CEDARBURG RD
MEQUON, WI 53092

GRANTEE:
WISCONSIN GAS LLC
231 W. MICHIGAN ST.
MILWAUKEE, WI. 53202

TAX PARCEL NO.
14-033-02-003.00
14-033-05-000.00
14-033-06-000.00
14-031-05-002.00

PROPERTY DESCRIPTION

PARCEL NO. 14-033-02-003.00

Lot Two (2) of Certified Survey Map No. 1698 recorded in the Ozaukee County Registry, in Volume 13 of Certified Survey Maps on pages 43-46 inclusive, as Document No. 366101, being part of the NE 1/4 of Section 33, Township 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin. EXCEPTING THEREFROM that part conveyed to Donald Stauss by Warranty Deed recorded on February 10, 2003, in Volume 1630 of Records, on page 892, as Document No. 740715.

PARCEL NO. 14-033-05-000.00

That part of the North West Quarter (NW 1/4) of Section Thirty-three (33), Township Nine (9) North, Range Twenty-one (21) East, in the City of Mequon, Ozaukee County, Wisconsin, bounded and described as follows: Commencing at the northeast corner of said 1/4 Section; thence West along the north line of said 1/4 Section 100.00 feet to the point of beginning of the land to be described; thence continuing West along the north line of said 1/4 Section 798.84 feet; thence S. 0 degrees 40 minutes 16 seconds West parallel to the west line of the east 1/2 of said 1/4 Section 1004.00 feet; thence West parallel to the north line of said 1/4 Section 434.00 feet to a point in the west line of the east 1/2 of said 1/4 Section; thence South 0 degrees 40 minutes 16 seconds West along the west line of the east 1/2 of said 1/4 Section 1078.55 feet; thence South 89 degrees 57 minutes East parallel to the south line of said 1/4 Section 1330.85 feet to a point in the east line of said 1/4 Section; thence North 0 degrees 43 minutes 32 seconds East along the east line of said 1/4 Section 1648.14 feet; thence West parallel to the north line of said 1/4 Section 100.00 feet; thence North 0 degrees 43 minutes 32 seconds East parallel to the east line of said 1/4 Section 435.60 feet to the point of beginning.

PARCEL NO. 14-033-06-000.00

Lot Two (2) of Certified Survey Map No. 1550, of part of the Northwest 1/4 of Section 33, Township 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin, recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin on July 13, 1984 in Volume 11 of Certified Survey Maps, Page 63, as Document No. 351992.

AND ALSO

The West 1/2 of the North West 1/4 of Section 33, Township 9 North, Range 21 East in the City of Mequon, Ozaukee County, State of Wisconsin, Excepting Therefrom; that part of the Northwest One-quarter (NW 1/4) of the Northwest One-Quarter (NW 1/4) of Section Thirty-three (33), Township Nine (9) North, Range Twenty-one (21) East in the City of Mequon, Ozaukee County, State of Wisconsin, bounded and described as follows: Commencing at the NE corner of the NW 1/4 of said Section 33, thence Due West 1332.60 feet along the North line of said 1/4 Section to the point of beginning of the parcel of land to be described; thence S. 0 degree 40 minutes W. 240.00 feet along the East line of the West 1/2 of said 1/4 Section, thence due West 200.00 feet on a line parallel to the North Line of said 1/4 Section, thence N. 0 degree 40 minutes E. 240.00 feet on a line parallel to the East line of the West 1/2 of said 1/4 Section, thence due East 200.00 feet along the North line of said 1/4 Section, said line being the center line of West Donges Bay Road to the point of beginning, and reserving the North 40.00 feet for public highway purposes.

PARCEL NO. 14-031-05-002.00

Lot 2 of Certified Survey Map No. 3506, recorded on September 9, 2004 as Document No. 801821, being a part of the Northeast 1/4 and Southwest 1/4 of the Northwest 1/4 of Section 31, Township 9 North, Range 5 East, in the City of Mequon, Ozaukee County, Wisconsin.



we energies



DRAWN BY:	SAK
CHECKED:	GRS
APPROVED:	GRS

REVISIONS:	DATE: 12/4/2015
	SCALE: NA
	SHEET NUMBER:
	1 of 3

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY AND EASEMENT AREA

GRANTOR:
CITY OF MEQUON
11333 N CEDARBURG RD
MEQUON, WI 53092

GRANTEE:
WISCONSIN GAS LLC
231 W. MICHIGAN ST.
MILWAUKEE, WI. 53202

TAX PARCEL NO.
14-033-02-003.00
14-033-05-000.00
14-033-06-000.00
14-031-05-002.00

PERMANENT EASEMENT DESCRIPTION

PERMANENT EASEMENT 1: (EXHIBIT B: PG.1)

That part of the West 1/2 of the Northwest 1/4 of Section 33, Township 9 North, Range 21 East in the City of Mequon, Ozaukee County, Wisconsin, bounded and described as follows:

Commencing at the NW 1/4 corner of said Section 33; thence N88°15'31"E along the north line of said NW 1/4, 32.58 feet; thence S01°44'29"E 40.00 feet to the south line of Donges Bay Rd. and the point of beginning; thence N88°15'31"E along said south line, 1099.72 feet to an east line of the owner's land; thence S01°04'00"E along said east line, 50.00 feet; thence S88°15'31"W 1099.67 feet to the east line of Swan Rd.; thence N01°07'52"W along said east line, 50.00 feet to the point of beginning.

The Permanent Easement Area contains 1.262 acres, more or less.
The Temporary Easement Area contains 0.631 acres, more or less.

PERMANENT EASEMENT 2: (EXHIBIT B: PG.2)

That part of Lot 2 of CSM 1550 and lands in the East 1/2 of the Northwest 1/4 of Section 33, Township 9 North, Range 21 East in the City of Mequon, Ozaukee County, Wisconsin, bounded and described as follows:

Commencing at the N 1/4 corner of said Section 33; thence S88°15'31"W along the north line of said NW 1/4, 100.43 feet; thence S01°44'29"E 33.00 feet to the south line of Donges Bay Rd. and the point of beginning; thence S01°00'09"E along an east line of the owner's land, 50.00 feet; thence S88°15'31"W 798.73 feet to the east line of Lot 2 of CSM 1550; thence S01°04'13"E along said east line, 7.00 feet; thence S88°15'31"W 233.00 feet to a west line of the owner's land; thence N01°04'13"W along said west line, 50.00 feet to said south line; thence N88°15'31"E along said south line, 233.00 feet; thence N01°04'13"W along said south line, 7.00 feet; thence N88°15'31"E along said south line, 798.79 feet to the point of beginning.

The Permanent Easement Area contains 1.184 acres, more or less.
The Temporary Easement Area contains 0.592 acres, more or less.

PERMANENT EASEMENT 3: (EXHIBIT B: PG.3)

That part of Lot 2 of CSM 1698 in the West 1/2 of the Northeast 1/4 of Section 33, Township 9 North, Range 21 East in the City of Mequon, Ozaukee County, Wisconsin, bounded and described as follows:

Commencing at the N 1/4 corner of said Section 33; thence N88°26'42"E along the north line of said NE 1/4, 16.61 feet; thence S01°33'18"E 40.00 feet to the south line of Donges Bay Rd. and the point of beginning; thence N88°26'42"E along said south line, 275.39 feet to an east line of the owner's land; thence S01°33'18"E along said east line, 50.00 feet; thence S88°26'42"W 275.87 feet to a west line of the owner's land; thence N01°00'09"W along said west line, 50.00 feet to the point of beginning.

The Permanent Easement Area contains 0.316 acre, more or less.
The Temporary Easement Area contains 0.158 acres, more or less.

PERMANENT EASEMENT 4: (EXHIBIT B: PG.3)

That part of Lot 2 of CSM 1698 in the West 1/2 of the Northeast 1/4 of Section 33, Township 9 North, Range 21 East in the City of Mequon, Ozaukee County, Wisconsin, bounded and described as follows:

Commencing at the N 1/4 corner of said Section 33; thence N88°26'42"E along the north line of said NE 1/4, 578.00 feet; thence S01°33'18"E 40.00 feet to the south line of Donges Bay Rd. and the point of beginning; thence N88°26'42"E along said south line, 748.73 feet to the east line of the owner's land; thence S01°01'25"E along said east line, 50.00 feet; thence S88°26'42"W 748.26 feet to a west line of the owner's land; thence N01°33'45"W along said west line, 50.00 feet to the point of beginning.

The Permanent Easement Area contains 0.859 acre, more or less.
The Temporary Easement Area contains 0.429 acres, more or less.



we energies



DRAWN BY:	SAK
CHECKED:	GRS
APPROVED:	GRS

REVISIONS:	DATE: 12/3/2015
	SCALE: NA
	SHEET NUMBER:
	2 of 3

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY AND EASEMENT AREA

GRANTOR:
CITY OF MEQUON
11333 N CEDARBURG RD
MEQUON, WI 53092

GRANTEE:
WISCONSIN GAS LLC
231 W. MICHIGAN ST.
MILWAUKEE, WI. 53202

TAX PARCEL NO.
14-033-02-003.00
14-033-05-000.00
14-033-06-000.00
14-031-05-002.00

PERMANENT EASEMENT DESCRIPTION

PERMANENT EASEMENT 5: (EXHIBIT B: PG.4)

That part Lot 2 of CSM 3506 in the Northeast 1/4 of the Northwest 1/4 of Section 31, Township 9 North, Range 21 East in the City of Mequon, Ozaukee County, Wisconsin, bounded and described as follows:

Commencing at the N 1/4 corner of said Section 31; thence S88°02'01"W along the north line of said NW 1/4, 1264.14 feet; thence S01°57'59"E 40.00 feet to the south line of Donges Bay Rd. and the point of beginning; thence S01°09'42"E along an east line of the owner's land, 50.00 feet; thence S88°02'01"W 66.01 feet to the west line of the owner's land; thence N01°09'43"W along said west line, 50.00 feet to said south line; thence N88°02'01"E along said south line, 66.01 feet to the point of beginning.

The Permanent Easement Area contains 0.076 acre, more or less.
The Temporary Easement Area contains 0.038 acre, more or less.

Total Permanent Easement Areas contain 3.697 acres, more or less.

Total Temporary Easement Areas contain 1.848 acres, more or less.



we energies



DRAWN BY:	SAK
CHECKED:	GRS
APPROVED:	GRS

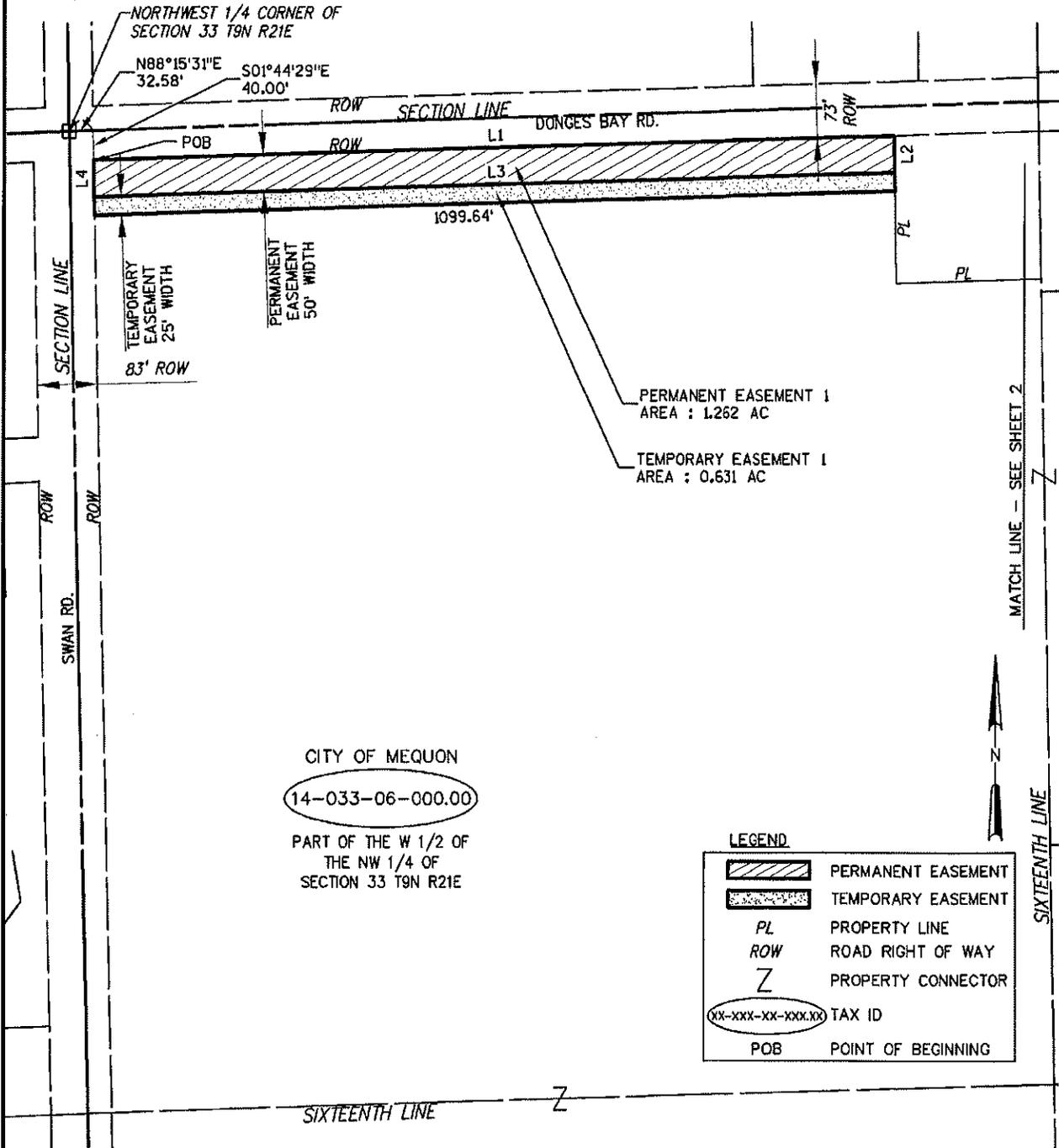
REVISIONS:	DATE: 12/4/2015
	SCALE: NA
	SHEET NUMBER:
	3 of 3

GRANTOR:
CITY OF MEQUON
11333 N CEDARBURG RD
MEQUON, WI 53092

TAX PARCEL NO.
14-033-06-000.00

EXHIBIT B EASEMENT DESCRIPTION MAP

GRANTEE:
WISCONSIN GAS LLC
231 W. MICHIGAN ST.
MILWAUKEE, WI. 53202



CITY OF MEQUON
14-033-06-000.00
PART OF THE W 1/2 OF
THE NW 1/4 OF
SECTION 33 T9N R21E

LEGEND

	PERMANENT EASEMENT
	TEMPORARY EASEMENT
PL	PROPERTY LINE
ROW	ROAD RIGHT OF WAY
Z	PROPERTY CONNECTOR
	TAX ID
POB	POINT OF BEGINNING

NOTE: BEARINGS BASED UPON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.



we energies



DRAWN BY:	SAK
CHECKED:	GRS
APPROVED:	GRS

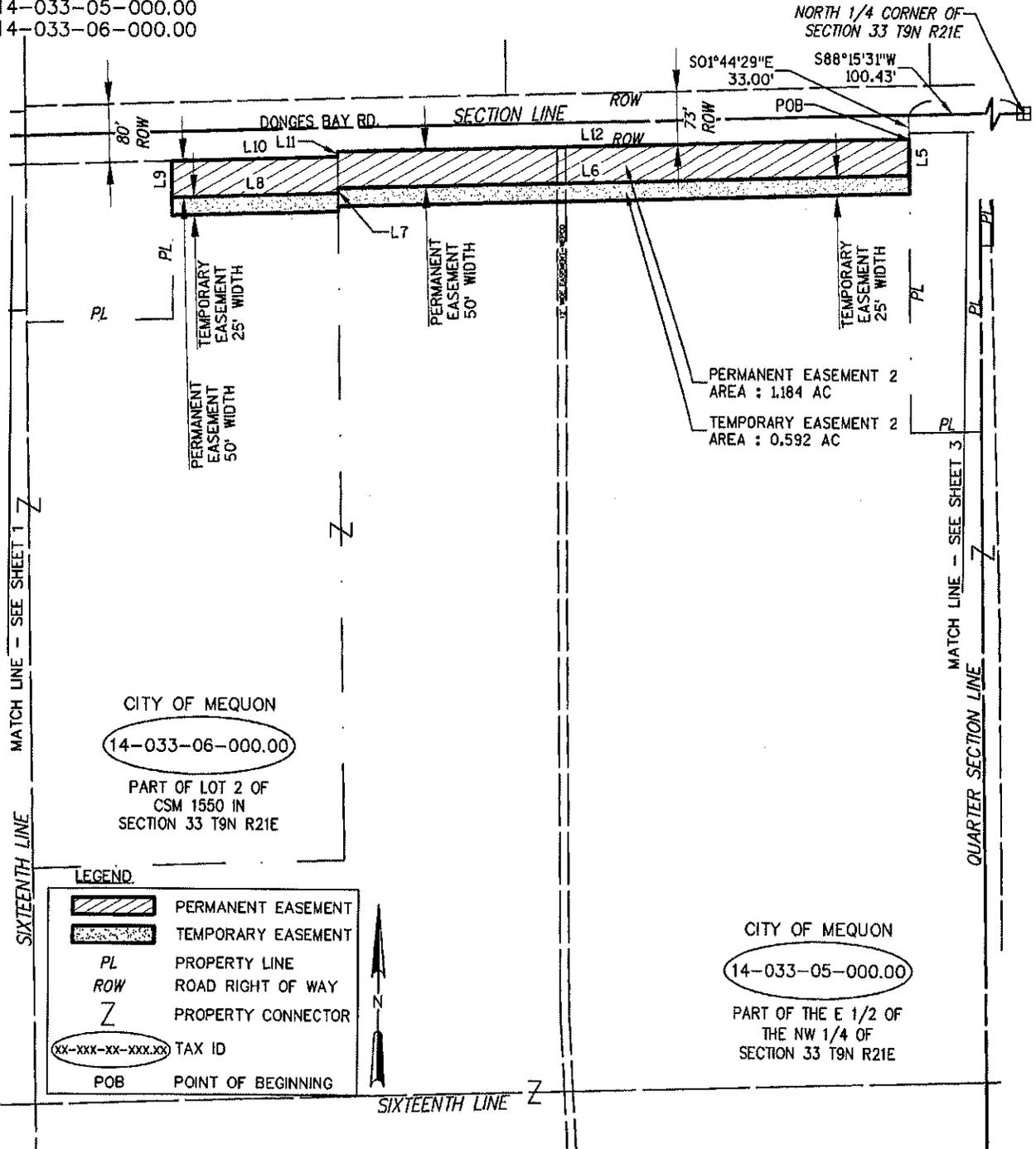
REVISIONS:	DATE: 12/4/2015
	SCALE: 1" = 200'
	SHEET NUMBER:
	1 of 5

GRANTOR:
CITY OF MEQUON
11333 N CEDARBURG RD
MEQUON, WI 53092

TAX PARCEL NO.
14-033-05-000.00
14-033-06-000.00

EXHIBIT B EASEMENT DESCRIPTION MAP

GRANTEE:
WISCONSIN GAS LLC
231 W. MICHIGAN ST.
MILWAUKEE, WI. 53202



NOTE: BEARINGS BASED UPON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.



we energies



DRAWN BY:	SAK
CHECKED:	GRS
APPROVED:	GRS

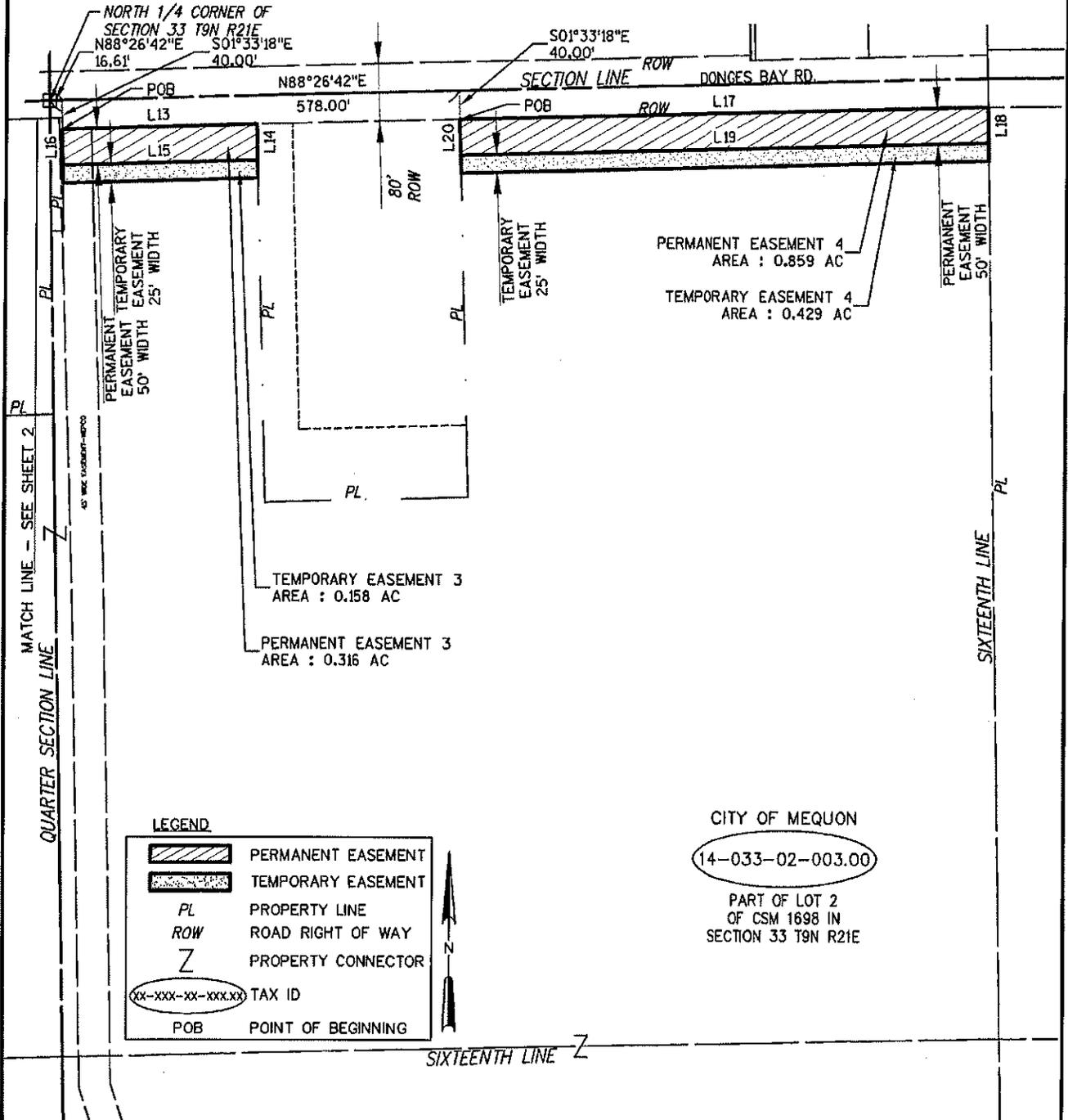
REVISIONS:	DATE: 12/4/2015
	SCALE: 1" = 200'
	SHEET NUMBER:
	2 of 5

GRANTOR:
CITY OF MEQUON
11333 N CEDARBURG RD
MEQUON, WI 53092

EXHIBIT B EASEMENT DESCRIPTION MAP

GRANTEE:
WISCONSIN GAS LLC
231 W. MICHIGAN ST.
MILWAUKEE, WI. 53202

TAX PARCEL NO.
14-033-02-003.00



LEGEND

	PERMANENT EASEMENT
	TEMPORARY EASEMENT
PL	PROPERTY LINE
ROW	ROAD RIGHT OF WAY
Z	PROPERTY CONNECTOR
(XX-XXX-XX-XXX.XX)	TAX ID
POB	POINT OF BEGINNING

CITY OF MEQUON

14-033-02-003.00

PART OF LOT 2
OF CSM 1698 IN
SECTION 33 T9N R21E

NOTE: BEARINGS BASED UPON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.



we energies



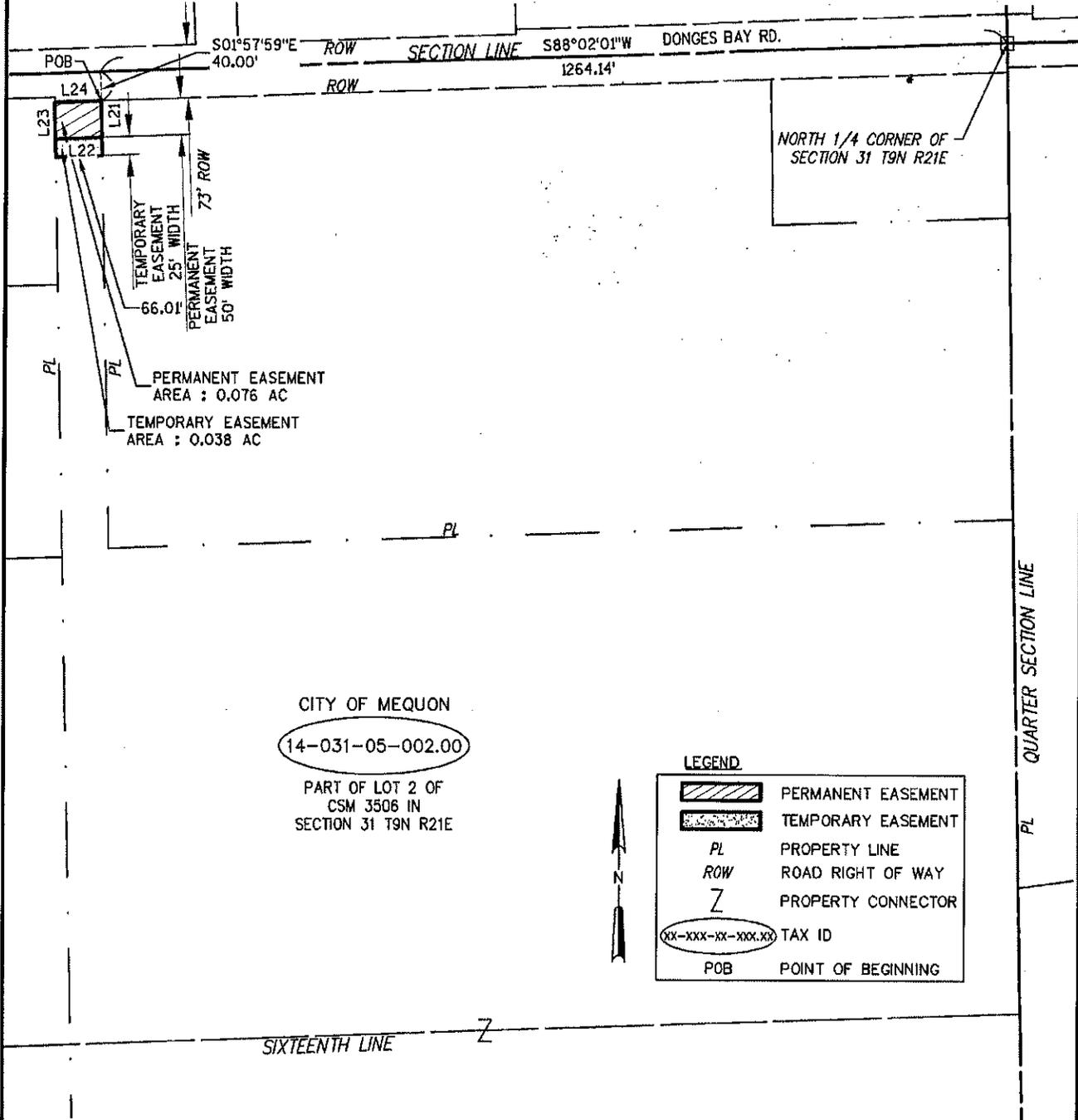
DRAWN BY:	SAK
CHECKED:	GRS
APPROVED:	GRS

REVISIONS:	DATE: 12/4/2015
	SCALE: 1" = 200'
	SHEET NUMBER:
	3 of 5

GRANTOR:
 CITY OF MEQUON
 11333 N CEDARBURG RD
 MEQUON, WI 53092
 TAX PARCEL NO.
 14-031-05-002.00

EXHIBIT B EASEMENT DESCRIPTION MAP

GRANTEE:
 WISCONSIN GAS LLC
 231 W. MICHIGAN ST.
 MILWAUKEE, WI. 53202



CITY OF MEQUON
 14-031-05-002.00
 PART OF LOT 2 OF
 CSM 3506 IN
 SECTION 31 T9N R21E

LEGEND

- PERMANENT EASEMENT
- TEMPORARY EASEMENT
- PL* PROPERTY LINE
- ROW* ROAD RIGHT OF WAY
- Z* PROPERTY CONNECTOR
- TAX ID
- POB* POINT OF BEGINNING

NOTE: BEARINGS BASED UPON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.

			DRAWN BY: SAK	REVISIONS:	DATE: 12/3/2015
			CHECKED: GRS		SCALE: 1" = 200'
			APPROVED: GRS		SHEET NUMBER: 4 of 5

GRANTOR:
CITY OF MEQUON
11333 N CEDARBURG RD
MEQUON, WI 53092

EXHIBIT B EASEMENT TABLES

GRANTEE:
WISCONSIN GAS LLC
231 W. MICHIGAN ST.
MILWAUKEE, WI. 53202

PERMANENT EASEMENT 1

Line Table		
Line #	Length	Direction
L1	1099.72	N88° 15' 31"E
L2	50.00	S01° 04' 00"E
L3	1099.67	S88° 15' 31"W
L4	50.00	N01° 07' 52"W

PERMANENT EASEMENT 3

Line Table		
Line #	Length	Direction
L13	275.39	N88° 26' 42"E
L14	50.00	S01° 33' 18"E
L15	275.87	S88° 26' 42"W
L16	50.00	N01° 00' 09"W

PERMANENT EASEMENT 4

Line Table		
Line #	Length	Direction
L17	748.73	N88° 26' 42"E
L18	50.00	S01° 01' 25"E
L19	748.26	S88° 26' 42"W
L20	50.00	N01° 33' 45"W

PERMANENT EASEMENT 2

Line Table		
Line #	Length	Direction
L5	50.00	S01° 00' 09"E
L6	798.73	S88° 15' 31"W
L7	7.00	S01° 04' 13"E
L8	233.00	S88° 15' 31"W
L9	50.00	N01° 04' 13"W
L10	233.00	N88° 15' 31"E
L11	7.00	N01° 04' 13"W
L12	798.79	N88° 15' 31"E

PERMANENT EASEMENT 5

Line Table		
Line #	Length	Direction
L21	50.00	S01° 09' 42"E
L22	66.01	S88° 02' 01"W
L23	50.00	N01° 09' 43"W
L24	66.01	N88° 02' 01"E

NOTE: BEARINGS BASED UPON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.



we energies



DRAWN BY:	SAK
CHECKED:	GRS
APPROVED:	GRS

REVISIONS:	DATE: 12/4/2015
	SCALE: NA
	SHEET NUMBER:
	5 of 5

EXHIBIT "C"

ADDENDUM

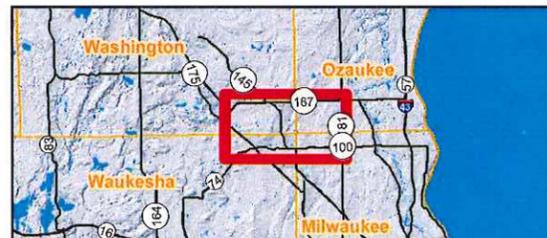
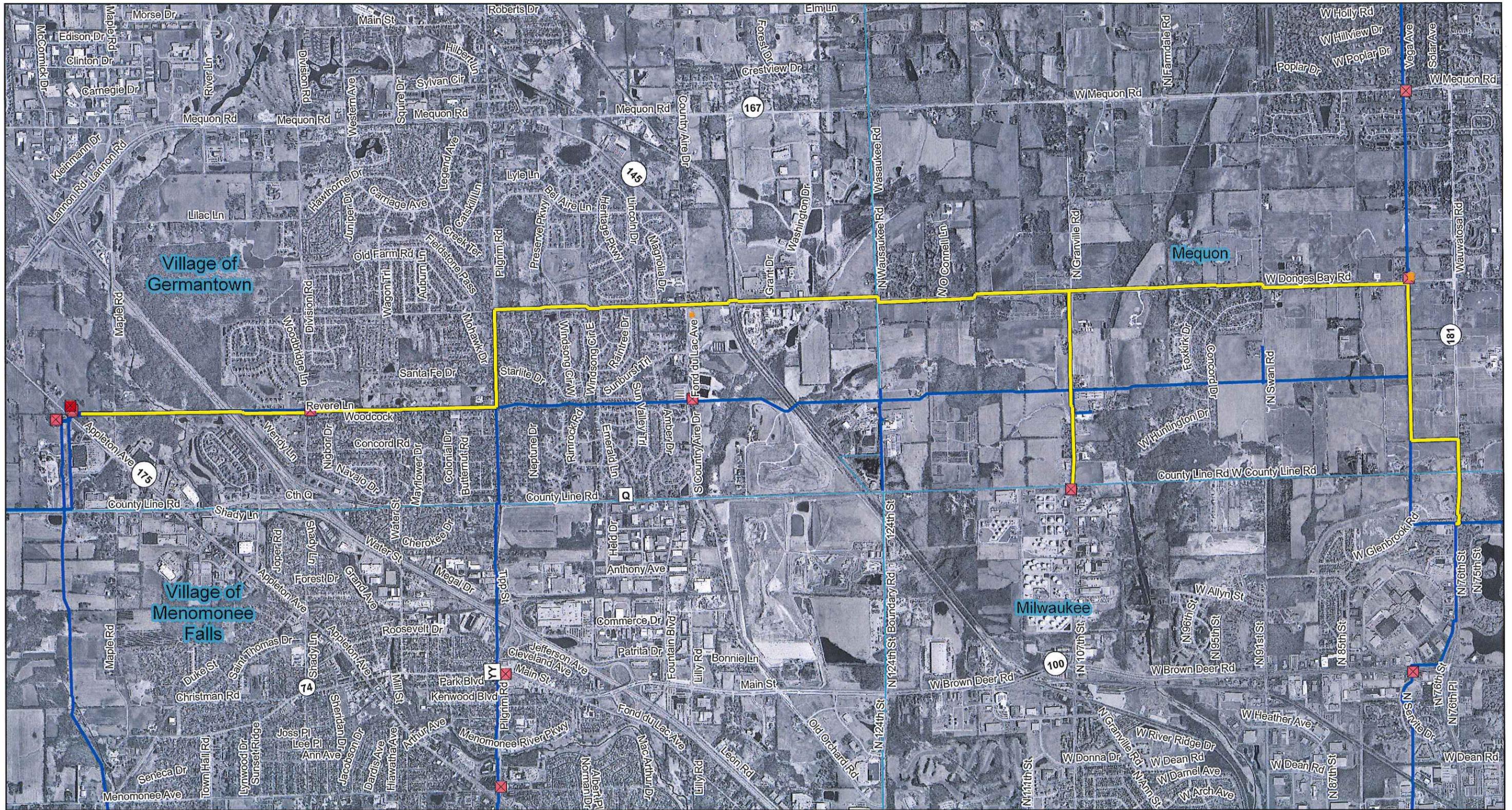
General Construction Requirements and Restrictions for Wisconsin Gas LLC Gas Easement Areas

1. The Easement Area must be accessible to Grantee and its duly authorized agents, invitees, contractors, persons, firms or corporations.
2. Fill material, rubble, scrap, pavement, berms or earthworks may not be placed within the Easement Area without Grantee's prior written approval.
3. The elevation or grade over the gas pipeline may not be altered by more than 6 inches without Grantee's prior written approval. A minimum of 36 inches of cover over the gas pipeline must be maintained at all times.
4. Retention ponds and their inlets/outlets are not permitted within the Easement Area.
5. Drainage ditches or drain tiles are not permitted within the gas pipeline Easement Area without Grantee's prior written approval of Grantor's plans. Plans must include consideration for proper cover and erosion protection.
6. Septic fields or mound systems are not permitted within the Easement Area. Laterals to or from the field or mound may cross the gas pipeline, provided that they maintain an 18 inch separation from the gas pipeline. Any excavation within 2 feet of the pipeline must be done by hand-digging or vacuum excavation with a Wisconsin Gas LLC representative present to view and inspect excavation activities.
7. Underground culverts, pipelines, cables, sewers or any utility may not be placed within 18 inches of the gas pipeline, and may not be placed within the Easement Area without Grantee's prior written approval of Grantor's plan. Any excavation within 2 feet of the pipeline must be done by hand-digging or vacuum excavation with a Wisconsin Gas LLC representative present to view and inspect excavation activities.
8. Digger's Hotline must be contacted at least 3 days prior to any excavation or construction activities within the Easement Area. The current contact for Digger's Hotline is 811 or 1-800-242-8511 or www.diggershotline.com.
9. Structures or above ground improvements are not permitted within the Easement Area. Prohibited structures include but are not limited to: houses, garages, outbuildings, storage sheds, decks, swimming pools, gazebos, satellite dish antennas and dog kennels/runs. Fencing may be installed in the Easement Area provided fence posts are placed a minimum of five feet from the gas pipeline.
10. Landscaping, including planting of trees and shrubs, **is not** permitted within 15 feet of the centerline of the pipeline.
11. The installation of private or public roads may be permitted within the Easement Area with Grantee's prior written approval of Grantor's road plan. The road plan must show sound structural fill around the gas pipeline. Grantee may require soil borings to establish the subgrade load bearing characteristics of the site and prove that unstable soils are not present around the gas pipeline.
12. A paved/compacted surface, such as a driveway, bike trail or parking lot may be permitted within the Easement Area with Grantee's prior written approval of Grantor's driveway plan. The driveway plan must provide a minimum cover of 48 inches over the gas pipeline.
13. Heavy earth moving equipment may not be routed over the gas pipeline without Grantee's prior written approval of Grantor's construction plan. The construction plan must provide sufficient load bearing protection, including, but not limited to, temporary pavement, heavy mats, additional compacted cover or other adequate bridging methods.

EXHIBIT "C" – Page 2

14. **Wisconsin Gas LLC Field Operations must be contacted at least three (3) working days prior to any excavation activity within the Easement Area to coordinate oversight or inspection, or to confirm compliance with these provisions. The current phone number for Wisconsin Gas LLC Call Center is 1-800-242-9137.**
15. Additional protective requirements may be necessary upon review of Grantor's construction plans submitted to Grantee as required by the Easement.

**WISCONSIN GAS LLC
Attn: System Engineering, A516
333 W. Everett Street
MILWAUKEE, WI 53203**

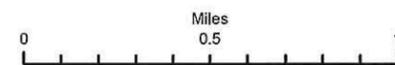


- Proposed Route
- Existing High Pressure Gas Main
- Existing Town Border Station
- Existing Regulator Station
- New Regulation Station / Reserve Land
- Municipal Boundary



Germantown - Mequon Main Replacement

Aerial Photograph Overview Map
11/3/2015



Source: WROC Imagery, 2010

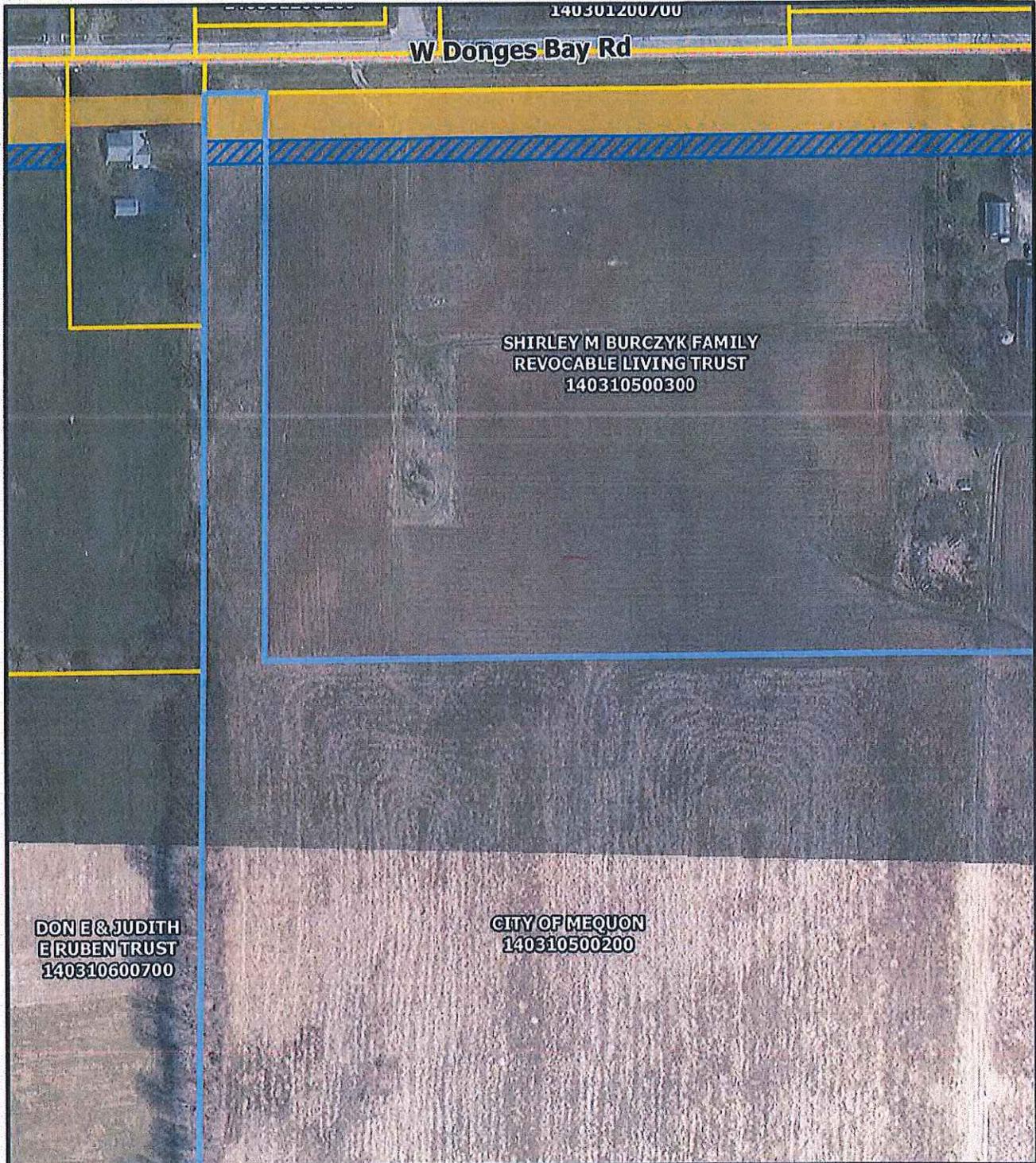
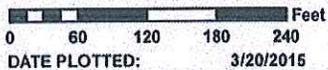


EXHIBIT B - Route A
Preliminary Sketch of the Easement Area within the Premises

Grantor and Grantee agree that the easement area legal description will be substituted at the time the Option is exercised.

	Easement Area within Parcel
----- Section, 1/4, 1/16 Lines	
----- Property Lines	
Proposed Permanent Easement	0.08 ac.
Proposed Temporary Easement	0.04 ac.
Station Easement	0 ac.



DATE PLOTTED: 3/20/2015



Tax ID = 140310500200

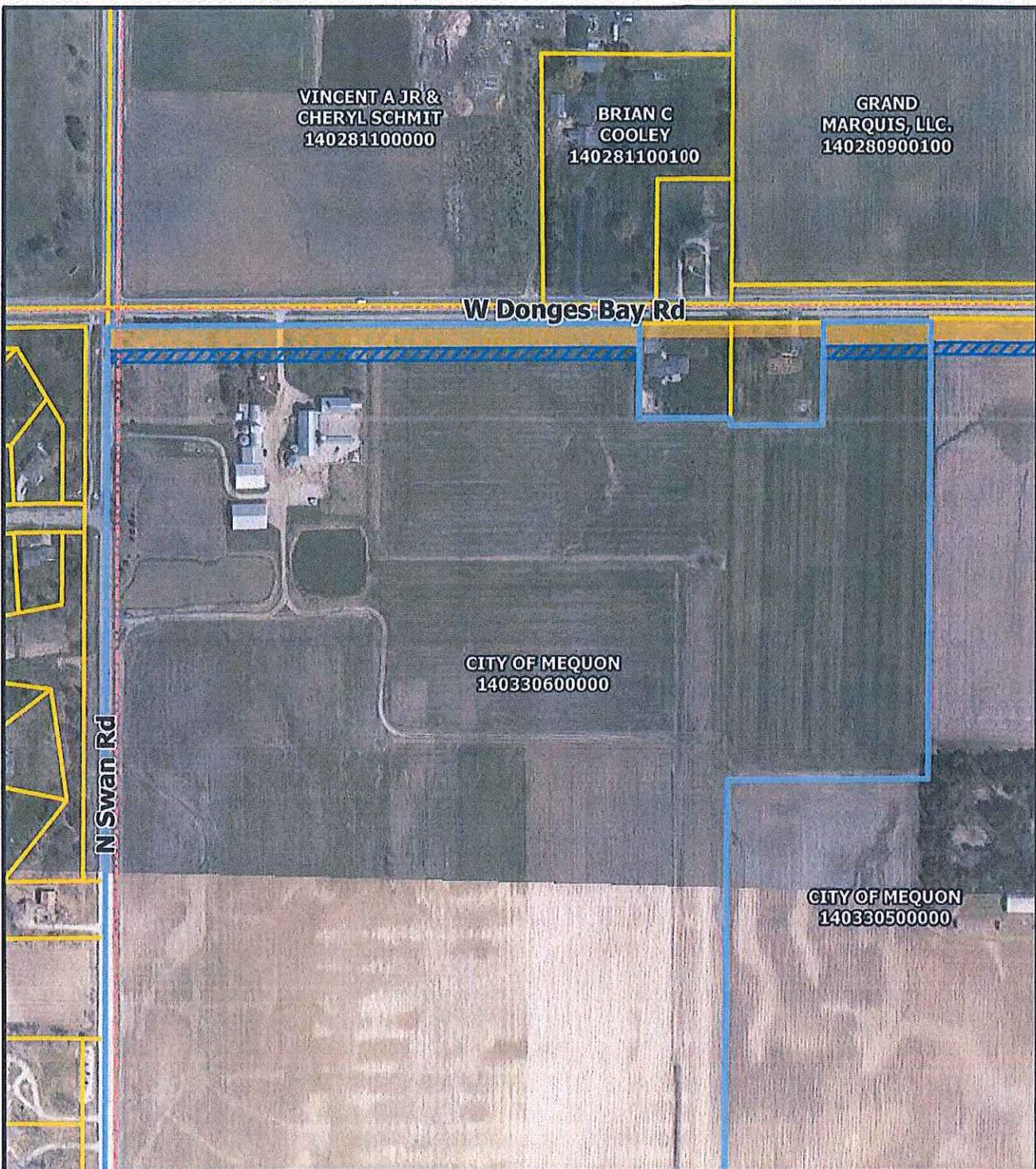
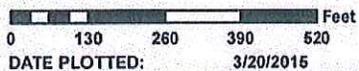


EXHIBIT B - Route AB
Preliminary Sketch of the Easement Area within the Premises

Grantor and Grantee agree that the easement area legal description will be substituted at the time the Option is exercised.

	Easement Area within Parcel
--- Section, 1/4, 1/16 Lines	
— Property Lines	
Proposed Permanent Easement	1.57 ac.
Proposed Temporary Easement	0.78 ac.
Station Easement	0 ac.



Tax ID = 140330600000

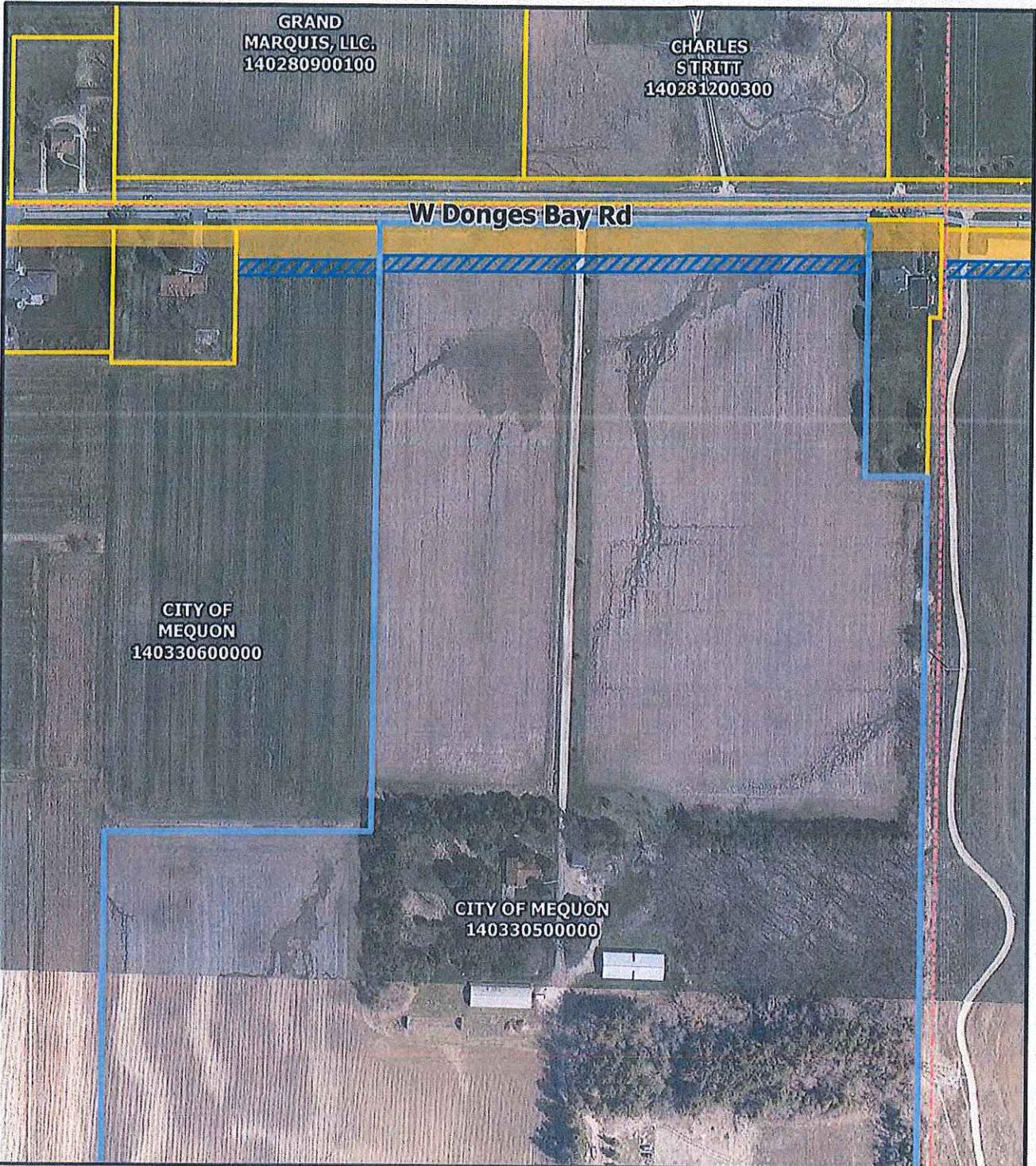
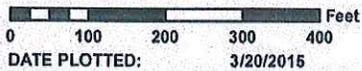


EXHIBIT B - Route AB
Preliminary Sketch of the Easement Area within the Premises

Grantor and Grantee agree that the easement area legal description will be substituted at the time the Option is exercised.

	Easement Area within Parcel
--- Section, 1/4, 1/16 Lines	
— Property Lines	
■ Proposed Permanent Easement	0.92 ac.
▨ Proposed Temporary Easement	0.46 ac.
⊠ Station Easement	0 ac.



DATE PLOTTED: 3/20/2015



Tax ID = 140330500000

THE MEQUON SOCCER CLUB
 ATTN: SCOTT ENGROFF
 140281500600

W Donges Bay Rd

DONALD M &
 GAIL A STAUSS
 140330200400

CITY OF MEQUON
 140330200300

EXHIBIT B - Route AB
Preliminary Sketch of the Easement Area within the Premises

Grantor and Grantee agree that the easement area legal description will be substituted at the time the Option is exercised.

	Easement Area within Parcel
 Section, 1/4, 1/16 Lines	
 Property Lines	
 Proposed Permanent Easement	1.18 ac.
 Proposed Temporary Easement	0.68 ac.
 Station Easement	0 ac.



0 100 200 300 400 Feet
 DATE PLOTTED: 3/20/2015



Tax ID = 140330200300



11333 N. Cedarburg Rd
Mequon, WI 53092-1930
Phone (262) 242-2903
Fax (262) 242-9655
www.ci.mequon.wi.us

Department of Community Development

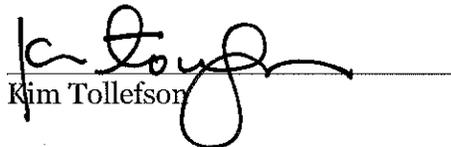
MEMORANDUM

To: Common Council
From: Kim Tollefson, Director of Community Development
Date: January 12, 2016
Subject: Approving The Highlanders Estates Subdivision Phase II development agreement for the lands located immediately south of Brighton Ridge and Knightsbridge subdivisions (Resolution #3353)

Background: The applicant, Highlander Estates LLC, is requesting approval of the development agreement for "The Highlander Estates Subdivision – Phase II" located immediately south of Brighton Ridge and Knightsbridge subdivisions. Phase II is the central portion of the overall site and will contain 30 lots of the total 111 lots originally approved. According to the developer, Phase II is expected to start this summer. The development agreement is a contract between the developer and the City regarding administrative and infrastructure requirements for the development.

Planning Commission Recommendation:

The Planning Commission recommendation is forthcoming on January 11, 2016.


Kim Tollefson

Enclosures: Resolution #3353
Development Agreement
Zoning Map

**COMMON COUNCIL
OF THE
CITY OF MEQUON**

Resolution #3353

Approving The Highlander Estates Phase II-Development Agreement

WHEREAS, the Planning Commission granted concept plan approval to the Subdivision on January 12, 2015; and

WHEREAS, the development agreement provides for the installation of improvements and the payment of fees in accordance with the City Engineer's report; and

WHEREAS, on January 11, 2016, the Planning Commission recommended approval of the development agreement attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL FOR THE CITY OF MEQUON, that the development agreement for The Highlander Estates Phase II is hereby approved and that the appropriate City officials are hereby authorized to sign this agreement.

Approved: _____
Mayor Dan Abendroth

Date Approved: _____

This is to certify that the foregoing resolution was adopted by the City of Mequon at a meeting held on the 12th day of January, 2016.

William H. Jones Jr., City Clerk

Published: _____, 2016

DEVELOPMENT AGREEMENT

Highlander Estates Addition No.1

Articles of agreement made and entered into this ____ day of _____, 2016, by and between _____, hereinafter called the Developer, and the City of Mequon, a municipal corporation of Ozaukee County, Wisconsin, hereinafter called the City.

WITNESSETH:

WHEREAS, the Developer desires to improve and develop certain lands located in:

See Exhibit A

And as described on attached Exhibit A (the "Development"), and for that purpose requires the installation of certain public improvements; and

WHEREAS, the City Engineer's report, attached hereto as Exhibit B, identifying the public improvements and other terms and conditions necessary to this Development (the "Improvements"), and

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

WHEREAS, the Public Works schedule and budget of the City does not now include installation of the said improvements for the said Development, and normally there would be a considerable delay in the installation of said improvements unless the instant agreement were entered into; and

WHEREAS, the City believes that the orderly, planned development of said lands will best promote the health, safety and general welfare of the community.

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration to each in hand paid by the other, receipt of which is hereby acknowledged, and in consideration of the various approvals granted by the City, and in obedience to the conditions imposed upon said approvals, and the mutual covenants herein contained, the parties agree:

1. The area to be improved shall consist of that area designated in Exhibit A in the proposed development plan granted preliminary plat approval by the Planning Commission.
2. Preliminary plat approval was granted by the Planning Commission on April 13, 2015.
3. The Improvements shall be as described on Exhibit B.
4. The Developer will, at its expense, have plans and specifications prepared for the aforesaid Improvements and such plans and specifications shall be submitted to the City Engineer for approval. The plans and specifications to be submitted are indicated in Exhibit C.
5. The Developer will contract for and have constructed, at its expense, all of the Improvements. The City, as a condition of final certification by the City Engineer, and approval and acceptance of dedication of the Improvements by the City, will require that copies of lien waivers from all contractors and/or material suppliers performing work or supplying materials for the installation of the Improvements be filed with the City.

6. The Developer will pay for all reasonable costs incurred by the City, or its consultant in the review of the engineering plans, landscaping plans, inspection of the construction and/or installation of the Improvements, installation of street signs, review of record drawings for City files, and any other costs that may be incurred by the City in the installation of the Improvements for this Development. The Developer will pay the costs above enumerated within thirty (30) days after being billed by the City. Billing will be made periodically and/or monthly as the improvements are completed and as costs are incurred. Full cost will include labor, equipment, materials, engineering, inspection and overhead costs incidental to said work. Past due amounts on invoices generated by the City are subject to a one and one-half (1.5) percent per month charge, computed from the date of the original invoice.
7. All dedicated Improvements shall be warranted against defects due to faulty materials or workmanship which appear within one (1) year from the date of acceptance of dedication by the City, and Developer shall assign to the City applicable contractor warranties for the Improvements. If any defect should appear during this warranty period, the City shall first seek to enforce any applicable contractor warranty; however, Developer hereby guarantees the Improvements and shall indemnify the City to the extent of any default or failure of any contractor to honor the warranty. Each repair or replacement performed pursuant to this paragraph shall be guaranteed for one (1) year from the completion thereof.
8. Upon certification by the City Engineer that all of the Improvements have been satisfactorily constructed, installed or escrowed in accordance with City of Mequon Zoning Code, inspected and found to be in compliance with City requirements and with the following conditions as described below, and that all other requirements of this agreement have been complied with, Final Plat approval will be granted by the Common Council.
 - A. The City Engineer shall only recommend Final Subdivision Plat approval to the Planning Commission and Common Council upon certification that:
 - i. All of the Improvements have been satisfactorily constructed or installed, completed and approved.
 - ii. In the event that installation of the final asphalt surface course, street trees, open space landscaping and/or minimal site restoration as contemplated in Developer's plans approved by the City cannot be completed due to weather conditions at the time in which Developer wishes to obtain Final Plat approval, the City may, in its sole discretion, accept from Developer a Letter of credit in form approved by the City Attorney and in an amount determined by the City Engineer to provide appropriate security to ensure installation is completed within 14 months from Final Plat approval.
 - B. The Department of Community Development shall schedule Final Subdivision Plat recommendation before the Planning Commission and Common Council only upon certification by the City Engineer that all the improvements have been constructed, installed and approved.
9. There is an existing special assessment on the property for sanitary sewer.
10. The following special provisions shall apply:
 - A. Easements are to be provided on the plat for the use of WE Energies, AT&T, Cable T.V. and other utilities for provision of services to the subdivision. The Developer shall provide proof of payment in full for installation of the utilities prior to Final Plat approval.
 - B. Underground utility installations shall be made without any street pavement removal, unless otherwise specifically approved by the City Engineer.

- C. A building permit may be issued for 2 principal structures (model) prior to the Final Plat being approved and recorded. The building permit for the model home shall not be issued until the binder course is installed. The Developer agrees and understands that the transfer of title to any lot/residence in this development may not occur until after final certification by the City Engineer that the terms of this agreement have been complied with and the final subdivision plat is approved and recorded.
 - D. Subject to ¶5 above, the title to the sanitary sewer system, water main, streets and all other Improvements and the land on which they stand, unless located within a dedicated public easement, shall be dedicated and given in fee simple by the Developer to the City upon recording the Final Plat, as provided by State Statutes, and without recourse, and free and clear of all encumbrances and with access provided from a dedicated street, where necessary. Title to the fire protection and water supply facilities shall be given to the City of Mequon.
 - E. The Improvements shall be constructed in strict accordance with the requirements of the City and the City Engineer or his authorized representative, or as directed by said City Engineer; and shall be under and subject to constant inspection by the City Engineer or representative.
 - F. The Developer agrees that it shall be fully responsible for the Improvements for the Development and appurtenances thereto during the period of the construction of the Improvements, and until certification by the City Engineer, approval of the Improvements, and acceptance of dedication by the City, any damage as may occur to these facilities during this period shall be replaced or repaired by the Developer.
 - G. Excess topsoil shall only be removed from the subdivision 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.
 - H. The covenants, conditions and restrictions recorded against the property described on Exhibit A shall prohibit future property owners from removing any berms, landscaping or amenities installed on this Development as a condition of landscaping, open space, grading or drainage plans, and from placement of 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, without express written consent from the City Engineer and by action of the Planning Commission.
 - I. The Developer, its successors and assigns along with individual future lot owners are hereby notified that "impact" fees will be assessed by the City against the Developer and/or lot owners, pursuant to the requirements of Sections 58-138 et seq. of the Mequon Code of Ordinances, which payment is due prior to obtaining a building permit. The parties understand and acknowledge at this time that the City retains full right and authority 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, such that the resultant impact fee amounts in effect from time to time may differ from the impact fee assessment which is currently in effect as of the date of this agreement, and that such modifications and amendments are not susceptible of determination at this time.
11. The Developer shall not be released or discharged from the obligations assumed 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.
 12. The Developer hereby agrees that the costs and value of said improvements will become an integral value of the abutting lots and that no future lot assessment will be made on behalf of the Developer.

13. Provisions of this agreement which may specify design criteria for required improvements are subject to change by the City Engineer, upon written notice to Developer and based on changes in applicable codes or regulations, for the purpose of reflecting the most up-to-date design standards for required improvements. The design standards in effect at the preliminary approval shall apply to all improvements for a period of two years.
14. Developer shall indemnify, defend, and hold the City and its officers harmless from, penalties, fines, costs, or loss (including reasonable fees for attorneys, consultants, and experts) 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 Subdivision 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 all Improvements. Without limiting the generality of the foregoing, the indemnification by Developer shall include costs incurred in connection with any site investigation or any remedial, removal, or restoration work required by any local, state, or federal agencies because of the presence or suspected presence of toxic or hazardous substances on or under the real property, whether in the soil, groundwater, air or any other receptor. The City agrees that it will immediately notify Developer of the discovery of any contamination or of any facts or circumstances that reasonably indicate that such contamination may exist in or on the real property. The City also agrees that following notification to Developer that contamination may exist, the City shall make all reasonable accommodations to allow 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.
15. Execution of this agreement shall be accepted by the City as adequate provision for improvements within the meaning of Section 236.13(2) of the Wisconsin Statutes.
16. This agreement shall be binding upon the heirs, successors, executors and assigns of the parties hereto.
17. If the final plat conforms substantially to the preliminary plat as approved, including any conditions of that approval and to local plans and ordinances adopted as authorized by law, it is entitled to approval. If the final plat is not submitted within 24 months of satisfaction of the last required condition of approval of the preliminary plat, any approving authority may refuse to approve the final plat. The final plat may, if permitted by the approving authority, constitute only that portion of the approved preliminary plat, which the Developer proposes to record at that time. The Preliminary Plat shall be deemed an expression of approval or conditional approval of the layout submitted as 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.
18. It is understood that this Development Agreement may need to be amended to cover changes to the standards regarding landscaping, stewardship plans, stormwater management, grading and/or other plans.
19. In accordance with section 58-635(3)(e), if the Developer fails to commence construction within two (2) years of development agreement approval, then the development agreement shall become null and void.

EXHIBIT A
DEVELOPMENT AGREEMENT

Development Title – The Highlander Estates Addition No.1

DESCRIPTION OF AREA INCORPORATED IN THE SAID DEVELOPMENT:

LEGAL DESC

EXHIBIT B
CITY OF MEQUON
WISCONSIN

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

TERMS AND CONDITIONS INCORPORATED INTO DEVELOPMENT AGREEMENT BY AND
BETWEEN THE CITY OF MEQUON AND THE HIGHLANDER ESTATES ADDITION NO.1

The proposed development plans granted concept approval and preliminary plat approval by the Planning Commission have been reviewed by the Engineering Division and this report is hereby submitted in accordance with the procedural requirements established by the Common Council.

Notwithstanding anything herein to the contrary, the parties acknowledge that the Developer intends to complete the improvements necessary prior to construction of principal structures, and other improvements may be constructed and obligations may be performed by Developer, as indicated below, by requiring its lot purchasers to so perform in the lot purchasers' contracts or declaration of restrictions.

The following public works improvements and conditions are necessary:

1. Sanitary Sewer System

- a. Installation of a sanitary sewer system designed to meet the ultimate needs of this development, in accordance with the City's sanitary sewer system plan. Installation of one sewer lateral from the sanitary sewer main to the limits of the sanitary sewer utility easement or, road right-of-way.
- b. Sanitary sewer plans/profile shall conform to the City's Standard Specifications for Land Development, Standard Specifications for Sewer and Water Construction in Wisconsin and additional requirements of the Milwaukee Metropolitan Sewerage District (MMSD) shall apply.
- c. The City shall approve all sanitary sewer lateral locations.
- d. Connection to the existing sanitary sewer shall be done in accordance with the City's specifications.
- e. The lateral locations shall not deviate from the approved plan unless approved by the City.
- f. 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.

2. Water Supply System

- a. Installation of a water supply and distribution system for the proposed Development with mains, hydrants, valves and laterals for each lot. The plans, specifications and installation shall be in accordance with the City Standard Specifications for Land Development, latest edition.

- b. The City shall review and approve all water main plans to be installed in a City road right-of-way or easement.
- c. Connection to the City of Mequon water system shall be in accordance with the City of Mequon Standard Specifications for Land Development, latest edition and be subject to a Water Services Agreement.
- d. The City will determine the lateral locations to avoid removal of any specimen trees; the City shall approve all lateral locations.
- e. 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.
- f. Easements shall be provided to adjacent single family lots for access for potential future connection.
- g. The mainline water main shall meet Water Utility standards for ISO recommended fire flows of 2500 gpm, which may require 12" pipe for the dead end main.

3. Fire Protection Water Supply

- a. The water for fire protection will be supplied to the Development water system through the City of Mequon Water System.
- b. All fire hydrant locations shall be approved by the City's Fire Chief.

4. Grading and Drainage Plan

- a. The Developer shall submit a master site grading plan. The master grading plan shall indicate which lots are designed for the following; full exposure, partial exposure, and lots that are limited to front load entry garage only. The Developer shall grade the site in conformance with the approved grading and drainage plan. The future owners/builders who construct the principal building shall be responsible for siting the principal building, rough and fine grading the building pad to comply with the master grading plan.
- b. The Master Grading/Drainage/Storm Sewer and Erosion Control Plans shall comply with the requirements of the City's Standard Specifications for Land Development, latest edition.
- c. Grading and drainage plan showing 2' contours for both existing and proposed grades, City approved building pad grades, culverts or storm sewers. Cross-section and profiles of all drainage ways and erosion protection as required, must be indicated on the plans and detailed.
- d. Site grading plan showing only minimum setback and offset dimensions, and City approved building grades.
- e. Erosion Control Plan for land disturbing activities showing existing contours at least 200' into adjacent parcels. This plan will show location and dimension of all construction site management measures to control erosion and sedimentation.
- f. 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.
- g. The grading plan shall include minimum elevations for proposed top of principal building foundation wall based on proposed building envelopes shown on the approved specimen tree plan and City approved finished yard grades.

- h. Grading and filling shall be kept to a minimum, including in individual building envelopes.
- i. The Developer is responsible for top-soiling, seeding and mulching, as required to all exposed ground surfaces to prevent erosion, including disturbance by utility contractors.

5. Storm Drainage System

- a. Drainage System Plan showing all tributary areas to the proposed subdivision drainage system and downstream analysis. Included on the system plan should be all proposed and existing drainage structures in the drainage system area.
- b. Drainage easements must be shown by dimension and detailed cross-section.
- c. Installation and construction of a complete storm drainage system, including culverts, storm sewer, and open ditches as required to adequately drain the surface water from and through the Development. Erosion protection and minimum velocity design shall be provided for in the storm drainage system design. All areas adjacent to existing and proposed roadways shall be restored to conform with the approved roadway cross-section.
- d. The storm water facilities shall be installed before the impervious surface.
- d. Additional considerations will be required on all ditch slopes exceeding five percent (5%). All roadside ditches or drainage easements shall have a minimum one percent (1%) slope. Areas less than one percent (1%) will require further analysis.
- e. The Development will be required to provide on-site stormwater detention and demonstrate to the City Engineer that the Development shall comply with the City's stormwater ordinance and MMSD Chapter 13 rules and regulations.
- f. The Developer shall submit hydrologic calculations for the 2, 10 and 100 year development conditions.
- g. The Developer shall provide hydraulic calculations showing pond discharge rates under proposed conditions. Under proposed conditions, the retention pond must demonstrate that the 2, 10 and 100 year discharge rate will be less than pre-settlement conditions.
- h. All sump pump discharge pipes shall discharge 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 in accordance with the City's Standard Specifications for Land development, latest edition.
- i. Submittal, at the time of architectural review and approval, of a sump pump discharge and roof drainage plan in accordance with Storm Water management Plan approved by the City Engineer.
- j. Drainage Easements must be shown by dimension and detailed cross-section.
- k. 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 shall be used and kept current during all phases of construction.
- l. Detention Basin/Pond Maintenance Agreement:

The Developer shall design and construct storm water facilities, including detention and/or retention pond(s), in accordance with the approved storm water drainage plan such that they are adequate to accommodate expected surface water flow within and through the Development, in accordance with applicable City ordinances, Chapter 13 of the Milwaukee

Metropolitan Sewerage District rules, and the regulations of WDNR, as may be applicable. Thereafter, it shall be the responsibility of the Developer and/or its successors and assigns, as provided below, that such storm water facilities shall be maintained to meet or exceed the standards to which they were constructed, such that in the future, they continue to accommodate the maximum potential volumes of flow through and within the development, and meet applicable performance standards for storage and release.

Accordingly, the following requirements are applicable to this Development and conditions of approval of the preliminary plat and the development agreement, pertaining to detention basin/pond maintenance.

- i. All stormwater drainage and storage facilities, including detention basin(s)/pond(s), shall be maintained and cared for by the Developer and subsequently, at such time as the Developer passes control of the stormwater elements of the Development and responsibility for maintenance thereof to the Home Owners Association they shall be maintained in accordance with this Section 5. g.
- ii. In order that the perpetual care and maintenance of all stormwater drainage and storage facilities shall be provided for, the Developer shall create or cause to be created an entity (the Subdivision Homeowners Association) with a perpetual existence under the laws of the State of Wisconsin for the express purpose, *inter alia*, of assuming all responsibility in connection with the perpetual maintenance of the stormwater facilities. Developer shall provide by contract, declaration of covenants, deed provision, or otherwise that all lot owners in the subdivision development, including Developer, shall be members of the Association solely by virtue of being a lot owner, and shall be jointly responsible for its obligations, which obligations shall be assessable as against such members. If, as contemplated by the parties, any portions of the Development in or on which is located stormwater drainage and storage facilities, including detention basin(s)/pond(s), shall be conveyed to other assigns and/or successors in interest, then Developer shall provide by contract, declaration of covenants, deed provision, or otherwise that such other assigns and/or successors in interest shall assume all responsibility in connection with the perpetual maintenance of those stormwater facilities. The Developer shall have no further responsibility for such maintenance, only after arms length sale of the lots by the Developer, conveyance of outlots and/or common areas to the Subdivision Homeowners Association or other good faith grantees, and acceptance of dedication of the Improvements by the City.
- iii. The following minimum standards for future care and maintenance of the stormwater drainage and storage facilities, including detention basin(s)/pond(s), shall be adhered to by Developer and Developer's assigns and successors in interest:
 - A. Provide normal and customary cleaning and maintenance to the detention basin(s), and pond(s) located in this Development including, but not be limited to, weed and algae control, dam stabilization, emergency overflow, outlet structure (including trash rack), dredging and biological control.
 - B. As necessary, dredging of the storm water facilities shall require permits and approvals under Section 30.20 Wisconsin Statutes, to remove materials from the bed of a pond ultimately connected to Lake Michigan from the Wisconsin Department of Natural Resources (WDNR).
 - C. Make chemical treatments as necessary, in keeping with the regulatory requirement(s) that the application of EPA/State Registered Chemicals to detention basins/ponds or lakes is regulated by the WDNR. With few exceptions, a permit must be filed with, and approved by the WDNR, prior to chemical

treatment. In certain circumstances, a representative of the WDNR will monitor or supervise the chemical treatment. Contact the WDNR for additional information.

- D. The detention basin(s)/pond(s) 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 be responsible to recertify the detention basin(s)/pond(s) as a condition of transferring ownership to the Homeowners Association, but in no event shall such recertification occur later than five years after the approval of the Final Plat.
 - E. The detention basin(s), pond(s) certification shall be submitted with an as-built record drawing.
 - F. The detention basin(s)/pond(s) shall be inspected in compliance with the Inspection Report Form supplied by the City. Any deficiencies shall be corrected immediately. A copy of the report form, including but not limited to photographs or diagrams of the deficiency and corrections with the certification shall be provided to the Homeowners Association, and any other assigns and successors in interest of 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 burrowings
 - Detention storage volume
 - Erosion
 - Vegetative cover
 - Sediment accumulation
 - Trash rack/culvert functions
 - Outlet flow
 - High water level
 - Water surface elevation at time of survey
 - Normal pond water level
 - Emergency overflow
- iv. To guarantee performance of all of the foregoing obligations concerning the private stormwater drainage and storage facilities, including detention basin(s)/pond(s), the Developer shall establish a Drainage Letter of Credit which shall be issued by a local bank on the US Chamber of Commerce model form or reasonable equivalent, and shall be subject to prior review and approval by the City Attorney, in the amount of \$4,000.00/lot. The Letter of Credit ("LOC") requirement shall remain in effect for five (5) years from the date of Final Plat approval, however, the LOC may be renewable annually, provided that notice of non-renewal shall be given to the City Administrator in writing by the issuing bank not less than sixty (60) days prior to expiration. Developer or its successor in interest shall thereupon be required to furnish a substitute LOC which shall be in-hand and approved by the City by not later than thirty (30) days prior to expiry of the then-current LOC, or the City will draw on the then-current LOC before expiry.
- v. Not less than ninety days prior to the final expiration of the Developer's LOC obligations, or at such time as the Developer shall convey the outlot(s) or common area(a) in or on which are located the stormwater drainage and storage facilities, including detention basin(s)/pond(s), to the Subdivision Homeowners Association or other assigns or successors in interest, whichever is later, the Developer shall have the detention basin(s)/pond(s) recertified in accordance with d. and e. above.

- vi. 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 herein), the Subdivision Homeowners Association, or any other assigns or successors in interest, shall fail to maintain the stormwater drainage and storage facilities, including detention basin(s)/pond(s), the City, at its option, may give the Developer, the Subdivision Homeowners Association or other assigns or successors in interest, as may be interested, written notice requiring any or all of them within thirty (30) days thereafter, 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 thereof, including administrative charges, to the Developer, and/or to the Subdivision Homeowners Association, and/or other assigns and successors in interest, by drawing upon the LOC, and/or by imposing such charge as a special charge for services pursuant to §66.0627, Wisconsin Statutes, and if not promptly paid by the party to whom the charges were invoiced, as a lien and special tax on the property(ies).
- vii. The City Engineer has the authority to stop work, amend, or alter remediation measures to the detention basin/ponds. Failure to comply will result in the issuance of a municipal citation by a forfeiture as prescribed by law, or may be addressed in an action for injunction, mandatory injunction, or any combination of remedies. Each day a violation exists shall constitute a separate offense.
- viii. Upon 75% (or fewer) of the lots within this Development being sold, a Homeowners Association shall be created.
- ix. This agreement and all of its covenants are and shall be covenants running with the land, and shall encumber the Development, and shall be binding on the heirs, personal representatives, successors and assigns of the parties hereto. This agreement shall be recorded with the Ozaukee County Register of Deeds office. The Development covenants and restrictions shall include this language and not by reference.

6. Erosion and Run-off Control

- a. Installation and construction of improvements in the proposed Development shall be done in conformance with the City in cooperation with the Ozaukee County Land Conservation Guidelines (SCS) and Department of Natural Resources "Wisconsin Construction Site Best Management Practice Handbook," latest edition, requirements, with respect to erosion and sedimentation control. Temporary stormwater quality measures during construction activities shall include, as a minimum, the installation of silt fence and temporary sediment basins.
- b. The Developer shall install the drainage system, including roads (unpaved, but with gravel surface), first. The swale and ditches shall be sodded or planted with fast growing grasses immediately after grade certification by the City or designated agent. The City may request temporary mulching if ground is exposed for more than 7 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 what situation is appropriate for sod and will determine the sediment trap method to be used.
- c. The Developer may not commence land disturbing activities until all erosion control measures are installed and approved by the City. An erosion control permit must be approved which requires the Developer to construct in conformance with the City's erosion control ordinance.
- d. Excavated soil shall not be allowed to be piled near the drainage system. A topsoil stockpile area shall be identified and used, complete with appropriate erosion control measures.

- e. The surface of exposed bare soils shall be protected by mulches or by temporary annual grasses, or erosion matting.
- f. The Developer will periodically inspect and maintain any measures utilized above. All erosion control devices shall be inspected after each rain event.

7. Streets

- a. The road design standards shall be subject to the review and approval by the City Engineer and Fire Chief. The roads, whether public or private, shall be constructed in compliance with the City Standard Specifications for Land Development, latest edition, unless otherwise approved by the City.
- b. Private access roads/driveways shall be approved by the City Engineer and Fire Chief.
- c. Construction of a twelve (12) inch road base consisting of twelve (12) inches of one and one-quarter inch (1 1/4") crushed stone base course for all new streets. The initial surface shall consist of three inches (3") of bituminous binder course. The roads shall be constructed to the City's typical cross-section and in accordance with the City's standard specifications for land development.
- d. In developments with sanitary sewer the final one and one-half inch (1 1/2") asphalt surface course shall be applied following the construction of the binder course.
- e. Should the money in the account be inadequate to defray the cost of surfacing to include inspection, shouldering, road failures, base repairs and defects and utility adjustments, the Developer shall make up any shortage of funds.
- f. All cross connections are required to be constructed in each phase, with a temporary turnaround constructed until the adjacent property develops. The developer or Homeowner's Association shall remove and restore the temporary turnaround at the time the connection is constructed.
- g. The roadside sidewalk shall be installed at the time of roadway construction, prior to final plat and shall be maintained by the homeowner or homeowners association. This maintenance will include snow and ice removal.
- h. The Developer shall provide to the City a performance bond in a form approved by the City Attorney subject to prior review and approval by the City, to provide security for compensation to the City for wear and tear and accelerated deterioration of City streets as a result of infrastructure improvement associated with the hauling of stone and asphalt attributable to the approved Development.

Prior to commencement of any construction activity, the Developer shall establish with the City a performance bond in a form approved by the City Attorney, for road damage, in the amount equal to \$1,000 per residential lot in the proposed Development. Should the proposed development be approved as a phased Development, the performance bond and evaluation process shall be established prior to commencement of each phase of Development. Prior to the commencement of any construction activity, the following provisions shall be complied with:

- i. 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 or Public Works Director.

- ii. Prior to commencement of construction, 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.
- iii. 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.
- iv. Prior to the City acceptance of the Improvements, the Developer will repair the road or pay to the City for the Dollar amount for the estimated repairs.

The road account and road evaluation is only applicable to that portion of the approved haul route that lies within the corporate limits of the City.

8. Landscaping and Open Spaces

- a. A street tree plan shall be subject to the review and approval of the Tree Board and Planning Commission. The species and installation of street trees shall conform to the street tree ordinance.
- b. Landscape plans for the open space, public street cul-de-sac, and detention pond buffering shall be designed by a licensed landscape architect and shall be reviewed and approved by City staff. The City may have a licensed landscape architect review the submitted landscape plans. All amenities located in this phase of the development shall be constructed prior to Final Plat approval.
- c. Signage and entryway landscape plans shall be reviewed and approved by City staff.
- d. A letter of credit issued by a local bank on the US Chamber of Commerce model form or reasonable equivalent, and subject to prior review and approval by the City Attorney, equal to 25% of the landscape and hardscape amenities contract cost to insure that all private open space landscaping that dies within three (3) years of installation will be replaced by the Developer.
- e. A performance bond equal to 25 percent of the installation costs of the street trees is required to ensure that all street trees that die within the first 14 months will be replaced by the developer.
- f. Any required pedestrian paths shall be installed and shall be maintained by the developer or home owners association. Pedestrian and bike path plans shall address the public use of the paths and maintenance and shall be subject to the review and approval of the City Engineering Department. A ten (10) foot wide pedestrian and bike path easement shall provide for public access. An eight (8) foot wide path shall be designed and constructed in accordance with the Department of Transportation (DOT) Bike Path Facilities Handbook.

9. Miscellaneous

- a. The Developer shall be responsible for maintaining and repairing all damage done to City streets as a result of excessive hauling operations and Development construction pursuant to section 7(f) above.
- b. The Developer shall be financially responsible for the material and installation of street signs. The City shall install said signs and invoice Developer, which shall be paid within thirty (30) days of invoice.

- c. All construction shall conform to the “Standard and Specifications for Development Construction in the City of Mequon,” latest edition.
- d. Wetland Boundaries shall be identified and marked in the field and verified by the Wisconsin Department of Natural Resources. 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.
- e. The City Engineer may make changes to the approved plans and specifications for any of the improvements covered under this agreement which are necessary to correct oversights, omissions, and 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 as changed entirely at its expense without any claim for reimbursement.
- f. Submittal and Planning Commission approval of the appropriate stewardship plan preservation easement, maintenance agreement and street tree landscape plan, if applicable.
- g. Submittal of underground utility easements.
- h. All sanitary, drainage, water and other utility easements must be shown on the plat. 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 required at the time of final plat approval and approved by the City.
- i. Submittal of proposed driveway culvert size plan where applicable.

11. Special Provisions

- a. The development process shall strictly conform to the conditions of approval of the Preliminary Plat and other approvals, and as set forth in the Development Agreement. Request for final plat approval is subject to Engineering Department certification that all improvements required to be installed have been completed and approved, and as to the Improvements, approval and acceptance of their dedication by the City.

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EXHIBIT C

CITY OF MEQUON
WISCONSIN
* * * * *

ENGINEERING DEPARTMENT
DEVELOPMENT AGREEMENT

Development Title The Highlander Estates Addition No.1

As a condition of final plat approval, the Developer, in accordance with the requirements of Section 58-640 of the Mequon Code of Ordinances will make payment in full of the following sewer connection charge: \$6,000 (30 lots @ \$200 per lot). This charge will only be applied if the Development is required to install a public sanitary sewerage system.

In addition, the Developer shall provide a lot pipe guarantee in accordance with Paragraph 20 of this agreement. The Developer shall provide a financial guarantee in the amount of \$3,000, which is equivalent to \$100 per lot. The financial guarantee is subject to release upon receipt by the City of a lot pipe certification stamped and signed by a professional land surveyor, registered in the State of Wisconsin.



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PUBLIC WORKS/ENGINEERING

To: Public Works Committee and Committee of the Whole
From: Kristen B. Lundeen, P.E., Director of Public Works/City Engineer
Date: January 6, 2016
Subject: Combined Department of Public Works (DPW) Facility

BACKGROUND

The City embarked on the assessment and eventual decision to construct a Combined DPW Facility in 2012. The process started with a Facility Space Needs Study which recommended and the Common Council concluded that the City should consolidate operations at the three existing sites to the Industrial Drive site. From that point forward, Staff worked with the architect to design a facility that would meet the operational needs for at least the next 40 years for the City and the department.

DISCUSSION

On January 5, 2016, the City of Mequon opened bids from seven prime contractors for the Combined DPW Facility. Bids resulted in a higher than anticipated project cost, resulting in a required borrowing higher than that identified at the October 2015 Committee of the Whole meeting and the financial terms discussed at the December 2015 Finance and Personnel Committee meeting.

The intent of the discussion is to have the Committee provide guidance to Staff regarding:

- Staff recommended combination of base bid and alternates.
- Amount of the proposed borrowing for the initial resolution.

BID RESULTS

The September 2015 cost estimate resulted in a \$8,347,070 total project cost, which was based upon a \$5,619,190 building and \$1,831,300 sum of alternates (see attached cost summary). The bid results were summarily higher than the estimate, in the range of 15% for the building and 40% for the alternates.

In review of the bid results, the bid results are higher than the estimate due to:

- Soil testing completed after the generation of the cost estimate, but available as a part of the bid package, revealed nonstructural fill under the proposed addition resulting in a required 2' of material removal from the building footing and pad area.
- Scope of work on the roof increased to include additional insulation.
- Final design of the existing office renovation resulted in increased costs for HVAC equipment, duct work and a new HVAC control system that the city can expand for the rest of the city buildings, all new electrical and fire alarm, ceilings, floors and wallcoverings, and all new plumbing piping for the existing bathrooms.
- Increased in material and product costs. Construction costs continue to rise, which impacts the overall cost of the project. See the attached Construction Cost Index.

STAFF RECOMMENDATION

With the increased building costs due to the soil testing and final design, the costs for the building itself are fixed with the bids. However, in a review of the alternates, there are two major components that can be eliminated, save \$1M in project cost, and not have a significant impact on the overall operation.

Warm Storage Building

Staff recommends that the City not pursue construction of the warm storage building. Under the original design, the existing cold storage building would be demolished and a warm storage building constructed to provide the same service, located at the back of the property. Subsequent design allowed for the existing cold storage building to stay, but Staff continued to include the warm storage building in the bid as it provided additional storage at what was estimated to be a small, incremental cost.

At a bid cost of approximately \$775k, the construction cost is out of context with the service of the building and therefore is not cost effective. The City has several options for future capital building projects that could provide the same benefits of the proposed storage building, including insulating the existing cold storage building or constructing the warm storage building in the future.

Automatic Wash Bay Equipment

Staff recommends that the City not pursue installation of the automatic wash bay equipment at this time, and defer as a potential future capital building project. At a bid cost of approximately \$225k, eliminating the combination of alternates would save the City \$1M in project costs. The structure for the wash bay would still be constructed and operate as a manual wash bay until such time the City would choose to include the additional equipment in order to gain the efficiencies of an automated system.

BORROWING AMOUNT

If the Committee accepts Staff's recommendation for the combination of base bid and alternates, the total resulting borrowing for all associated project and financing costs is approximately \$9.1M, or \$400k more than the \$8.7M borrowing amount previously authorized. The Committee of the Whole previously provided consensus for Staff to move forward with an initial resolution for the borrowing based upon the \$8.7M borrowing cost. The \$9.1M borrowing cost based upon the bid results and Staff's recommendation results in an approximate 4.5% increase over the previously consented amount.

NEXT STEPS

If the Committee provides concurrence on the Staff recommended combination of base bid and alternates and the amount of the proposed borrowing, the next meeting will request formal approval of the initial resolution. Once the initial resolution is approved, the subsequent meeting will include the final resolution to award the sale of the bonds and include the contract award to the recommended bidder.

Combined DPW Facility

Summary of Cost Estimate and Bid Results

Description	Project Estimate 9.28.15	BIDS RECEIVED 1.5.16						
		SMA	Absolute	Joseph Schmitt †	Scherrer ‡	Miron	JH Hassinger ‡	Beeler
Total Base Bid	\$ 5,994,190.00	\$ 6,854,000.00	\$ 6,863,000.00	\$ 6,991,000.00	\$ 7,054,680.00	\$ 7,193,886.00	\$ 7,348,445.00	\$ 7,734,230.00
Sum of Alternates*	\$ 1,831,300.00	\$ 2,584,000.00	\$ 2,713,300.00	\$ 2,458,650.00	\$ 2,514,102.00	\$ 2,555,500.00	\$ 2,757,000.00	\$ 2,690,650.00
Total Building Costs	\$ 7,825,490.00	\$ 9,438,000.00	\$ 9,576,300.00	\$ 9,449,650.00	\$ 9,568,782.00	\$ 9,749,386.00	\$ 10,105,445.00	\$ 10,424,880.00
Special Items**	\$ 656,580.00	\$ 354,100.00	\$ 354,100.00	\$ 354,100.00	\$ 354,100.00	\$ 354,100.00	\$ 354,100.00	\$ 354,100.00
Savings***	\$ (135,000.00)	\$ (135,000.00)	\$ (135,000.00)	\$ (135,000.00)	\$ (135,000.00)	\$ (135,000.00)	\$ (135,000.00)	\$ (135,000.00)
Total Project Cost	\$ 8,347,070.00	\$ 9,657,100.00	\$ 9,795,400.00	\$ 9,668,750.00	\$ 9,787,882.00	\$ 9,968,486.00	\$ 10,324,545.00	\$ 10,643,980.00
Finance Charges	\$ 300,000.00	\$ 400,000.00	\$ 400,000.00	\$ 400,000.00	\$ 400,000.00	\$ 400,000.00	\$ 400,000.00	\$ 400,000.00
Total Borrowing	\$ 8,647,070.00	\$ 10,057,100.00	\$ 10,195,400.00	\$ 10,068,750.00	\$ 10,187,882.00	\$ 10,368,486.00	\$ 10,724,545.00	\$ 11,043,980.00

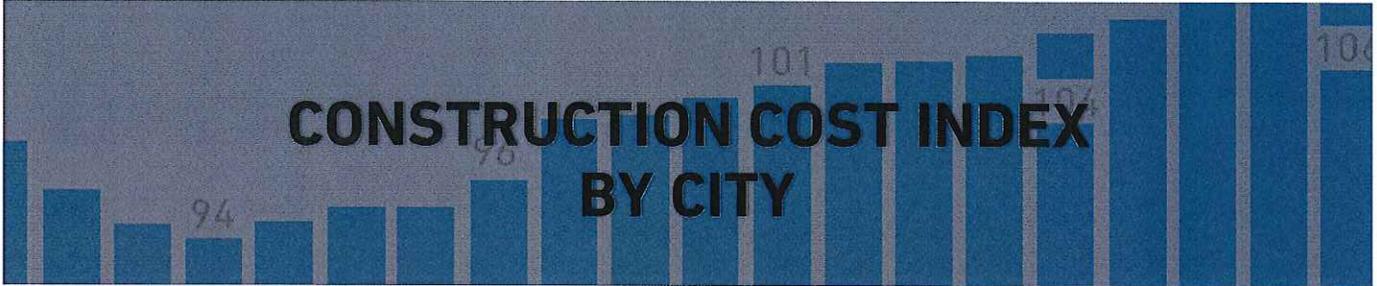
*Alternates consist of separately priced items: warm storage building, salt storage structure and brine building, fuel island, auto wash bay equipment, repair bay crane, bulk fluid system, brine machine, pressure washer, equipment lifts

**Special Items include: A/E Fee, State plan fee and printing, Geotechnical fees, Gas and electric services fee and contingency

***Focus on Energy and tax savings

† No bid included for two alternates

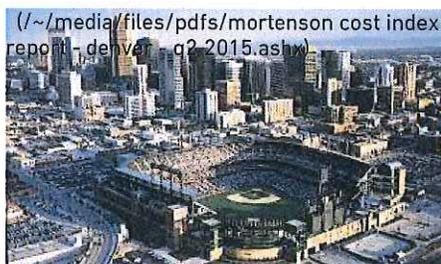
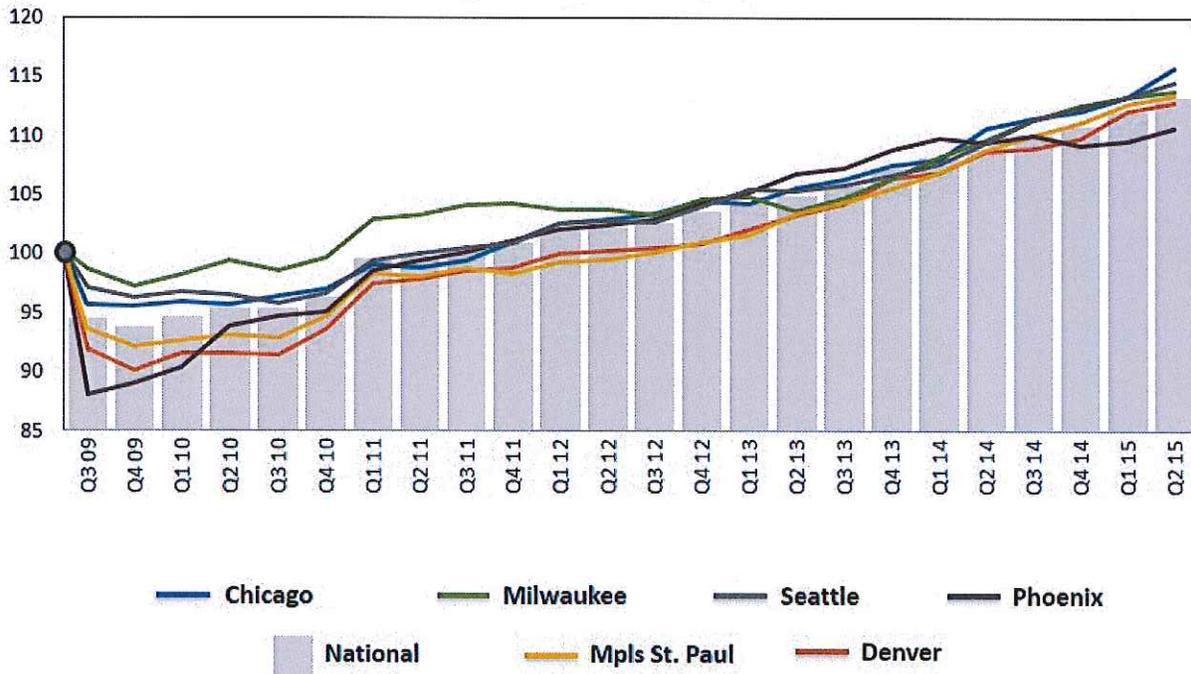
‡ No bid included for one alternate



The Mortenson Construction Cost Index is calculated quarterly by pricing a representative non-residential construction project in geographies throughout the country. Download the 1-page report for your location below.

Overall Construction Cost Index Q2 2015

(JANUARY 2009 = 100)





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Department of Community Development

MEMORANDUM

To: Common Council
From: Kim Tollefson, Director of Community Development
Date: January 12, 2016
Subject: An ordinance amending Chapter 58, Zoning Code, as it relates to Definitions and the use of single-family dwellings in the residential zoning districts for short term and long term rentals (Ord# 2015-1452)

Background: The subject text amendment is being sponsored by the Mayor due to concerns related to the short-term rental of single-family homes. The City maintains the goal of preserving the stability of residential neighborhoods with controls related to density, traffic, unenclosed parking, noise, safety and congestion. This text amendment was presented to the Committee of the Whole, Planning Commission and Common Council. At a recent Common Council meeting, the Council expressed the need to achieve consensus regarding the number of individuals allowed in the home at the time of rental and the number of days annually allowed to rent.

Policy: In recent months, the Public Welfare Committee has worked to achieve consensus on the following policy items:

1. A short term rental should be defined as a maximum of 29 days of rental, or less, annually.
2. A short term rental should be limited to a maximum of 6 annual rental occurrences.
3. Rental terms are defined as consecutive days.
4. A minimum two-night rental is required. Single night rentals are prohibited.
5. The maximum number of guests allowed for each short term rental is 6.

The attached ordinance language provides the necessary text to regulate these policy items.

Staff Comments: Short-term rentals, per the attached ordinance, are listed as conditional uses in residential zoning districts and will be subject to approval by the Planning Commission. The conditional use grant process requires a public hearing and notification to all property owners within ¼ of a mile for the public hearing. In addition, notification in the newspaper is also required per the Zoning Code. Further, the conditional use grant process allows documentation of the use at the specific site and outlines the permissible operations. The grant is essentially a use contract between the property owner and the City. The grant includes necessary documentation such as floor plans (used to regulate occupancy) and site plans (used to regulate parking and other outdoor activities). This process will also allow the City to maintain records of these uses, mandate annual submission of rental records and submission of necessary insurance related to the use.

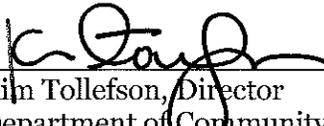
The conditional use grant permit and recording of necessary documents will establish the permitted operations and be the baseline for any enforcement. The grant is recorded at the Oz. Co. Register of Deeds and, in addition to the City's typical enforcement procedures, is revocable should negative impacts of the use arise.

Public Welfare Recommendation:

The Public Welfare Committee recommended **approval** of the text by a vote of 2-1 at their meeting on December 8, 2015.

Planning Commission Recommendation:

The Planning Commission recommended **approval** of an alternative version at its meeting on July 20, 2015 by a vote of 7-1. The Planning Commission version was more limiting as the total annual days allowed for rental was 9 days and limited the number of overnight guests to 4.



Kim Tollefson, Director
Department of Community Development

COMMON COUNCIL

OF THE

CITY OF MEQUON

ORDINANCE NO. 2015-1452

AN ORDINANCE AMENDING CHAPTER 58 AS IT RELATES TO

DEFINITIONS AND THE USE OF SINGLE-FAMILY DWELLINGS IN THE RESIDENTIAL ZONING DISTRICTS FOR SHORT TERM AND LONG TERM RENTALS

THE COMMON COUNCIL OF THE CITY OF MEQUON, OZAUKEE COUNTY, STATE OF WISCONSIN, ORDAINS AS FOLLOWS:

SECTION I:

Chapter 58, Zoning Code, of the Mequon Code of Ordinances are amended in the forms attached to this Ordinance, having been placed on file and open to public inspection in the office of the City Clerk of the City of Mequon at City Hall, 11133 North Cedarburg Road, Mequon, Wisconsin, since _____ in accordance with the procedures provided in Sections 66.0103 and 62.11(4)(a), Wis. Stats.

SECTION II:

All ordinances in conflict or inconsistent with this ordinance, in whole or in part, are repealed to the extent necessary to give this ordinance full force and effect.

SECTION III:

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

Approved By:

Dan Abendroth, Mayor

Date Approved:

I certify that the foregoing ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on _____, 2016.

William H. Jones, Jr.

Published: _____, 2016.

COMMON COUNCIL

OF THE

CITY OF MEQUON

ORDINANCE NO. 2015-1452

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Approved By:

Dan Abendroth, Mayor

Date Approved:

I certify that the foregoing ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on _____, 2016.

William H. Jones, Jr.

Published: _____, 2016.

Definitions:

Accessory Short-Term Rental of Dwellings. Accessory Short-Term Rental of Dwellings is an accessory use to a single family detached dwelling principal use in which an owner residing in a dwelling unit rents all or a portion of the dwelling subject to any specific regulations provided for within the applicable zoning district.

Principal Long-Term Rental of Dwellings: A Principal Long-Term Rental is where the owner rents the dwelling as the principal use for no less than 30 days consecutively and more than 180 days annually.

Sec 58-234

(b)(4) Principal Long-Term Rental of Dwellings

(d)(16) Accessory Short-Term Rental of Dwellings. Accessory Short-Term Rental of Dwellings subject to the following standards:

1. An accessory short-term rental shall be limited to a maximum rental of 29 accumulative days annually.
2. A dwelling used as an accessory short-term rental shall be limited to an occupancy of six (6) overnight guests or as dictated by Chapter 10, City Uniform Dwelling Code occupancy, whichever is less.
3. An accessory short-term rental term shall provide a minimum two-night rental. Single night rental is prohibited. Rental terms are defined as consecutive days.
4. An accessory short-term rental shall be limited to a maximum of six (6) annual rental occurrences.

Sec. 58-235

(b)(4) Principal Long-Term Rental of Dwellings

(d)(10) Accessory Short-Term Rental of Dwellings. Accessory Short-Term Rental of Dwellings subject to the following standards:

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4. An accessory short-term rental shall be limited to a maximum of six (6) annual rental occurrences.

Sec. 58-236

(b)(4) Principal Long-Term Rental of Dwellings

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Sec. 58-237

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Sec. 58-238

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1. An accessory short-term rental shall be limited to a maximum rental of 29 accumulative days annually.
2. A dwelling used as an accessory short-term rental shall be limited to an occupancy of six (6) overnight guests or as dictated by Chapter 10, City Uniform Dwelling Code occupancy, whichever is less.
3. An accessory short-term rental term shall provide a minimum two-night rental. Single night rental is prohibited. Rental terms are defined as consecutive days.
4. An accessory short-term rental shall be limited to a maximum of six (6) annual rental occurrences.

Sec. 58-239

(b)(4) Principal Long-Term Rental of Dwellings

(d)(8) Accessory Short-Term Rental of Dwellings. Accessory Short-Term Rental of Dwellings subject to the following standards:

1. An accessory short-term rental shall be limited to a maximum rental of 29 accumulative days annually.
2. A dwelling used as an accessory short-term rental shall be limited to an occupancy of six (6) overnight guests or as dictated by Chapter 10, City Uniform Dwelling Code occupancy, whichever is less.
3. An accessory short-term rental term shall provide a minimum two-night rental. Single night rental is prohibited. Rental terms are defined as consecutive days.
4. An accessory short-term rental shall be limited to a maximum of six (6) annual rental occurrences.

Sec. 58-240

(b)(3) Principal Long-Term Rental of Dwellings

(d)(6) Accessory Short-Term Rental of Dwellings. Accessory Short-Term Rental of Dwellings subject to the following standards:

1. An accessory short-term rental shall be limited to a maximum rental of 29 accumulative days annually.
2. A dwelling used as an accessory short-term rental shall be limited to an occupancy of six (6) overnight guests or as dictated by Chapter 10, City Uniform Dwelling Code occupancy, whichever is less.
3. An accessory short-term rental term shall provide a minimum two-night rental. Single night rental is prohibited. Rental terms are defined as consecutive days.
4. An accessory short-term rental shall be limited to a maximum of six (6) annual rental occurrences.

Kathleen Andrykowski

From: Kimberly Tollefson
Sent: Monday, November 09, 2015 9:01 AM
To: Lina Prosser; Robin Buzzell; Caroline Fochs; Kathleen.Andrykowski
Cc: Will Jones; Jesse Thyes
Subject: FW: short-term rental ordinance

Follow Up Flag: Follow up
Flag Status: Flagged

I have responded to indicate receipt. Please track this as the policy item moves forward so that this is included in any material distributed.

Kim Tollefson

Director of Community Development
City of Mequon
11333 N. Cedarburg Road
Mequon, WI 53092
ktollefson@ci.mequon.wi.us
262-236-2903



From: bnimmer@sbcglobal.net [mailto:bnimmer@sbcglobal.net]
Sent: Sunday, November 08, 2015 6:40 PM
To: Mark Gierl; Robert Strzelczyk; Dale Mayr
Cc: Kimberly Tollefson; Mayor
Subject: short-term rental ordinance

Nov. 8, 2015

Dear Committee/Commission/Council Members:

As long-term Mequon residents, we view with concern the advent of Airbnb rentals in our lovely city, to date one untroubled by the intrusive activities of a more commercialized setting. It is proper that Mequon confront the potentially negative realities that Airbnb rentals bring to its neighborhoods.

If the decision to be made is whether or not such rentals should be allowed in a residentially zoned neighborhood, our strong preference is that such should be denied. Neighborhoods are just that: a community of those known to each other who have made a choice to seek the quietude and camaraderie of a known setting, one not marked by the comings and goings of strangers, or the potential negatives of those strangers' activities. You simply do not know what you're getting in these intrusive situations, and unwarranted risk is bestowed on neighbors who have no control over circumstances. There is no benefit to neighbors, only the possibilities of nuisance, or worse, the devaluation of our properties. In some sections of Mequon, houses are only 50 to 75 feet apart. Having quiet neighborhoods disturbed by vacationers is not desirable.

Accordingly, we encourage the Public Welfare Committee, the Planning Commission, and the Common Council to create ordinance language denying such short-term rentals. Benefits to the property owners do not supersede the risks to neighbors, and should not take precedence over neighbors' rights and concerns.

If, however, such rentals are in fact to be allowed by ordinance, then we strongly encourage the language clearly limit the scope of such rentals, in terms of numbers of days per year and numbers of persons allowed. It is noted that the Planning Commission considered the possibility of a total of nine days per year as an option. We urge that a minimum such as this be the maximum, in order to preserve the quality of our neighborhoods and the residential nature of our city, if such rentals are indeed allowed.

Also, a mechanism for reporting rentals and/or monitoring numbers of rentals per year should be established, with responsibility for this lying with the rental owner and the city, so as not to pit neighbor against neighbor. Concomitant with this there would need to be a structure for complaint reports/consequences.

Sincerely yours,

Wm & Bettye Nimmer
Ed & Carol Bangs
NW Shoreland Dr. residents, Mequon, WI



TO: Common Council
FROM: Jesse Thyges, Asst. City Administrator/Human Resource Manager
DATE: January 7, 2016
SUBJECT: Ordinance 2015-1462: An Ordinance Amending §30.94 and 30.96 of the Mequon Municipal Code as it Relates to the Regulation and Issuance of Fireworks Permits.

Background

Private fireworks displays and permit protocols were reviewed and discussed by the Public Welfare Committee at their December, 2015 meeting. Based upon that review and discussion, an Ordinance amendment was unanimously forwarded to the Common Council for a first reading that same evening.

Analysis

Attached please find the proposed Ordinance amendment (Exhibit A) that sets forth the following;

- 1. An entity or location may be permitted a maximum of six (6) non-holiday related fireworks display events per year.*

Currently there have been as many as 3 events held at a particular location. This would set a cap on that number to help govern the displays as well as providing grounds for denial of a permit application.

- 2. Fireworks displays shall end no later than 11:00 PM (except for New Year's Eve)*

The existing permit application already contains a line for the applicant to list the ending time of a display. By including a specific end time in the Ordinance, it provides better ability to govern the displays as well as providing grounds for denial (or revision) of an application.

- 3. Non-holiday related fireworks displays shall be limited to Friday and Saturday nights only*
- 4. Holiday related fireworks are allowed either the night before or the night of a holiday*

As with setting forth specific end times, establishing particular days in which display may occur will help to provide governance and to potentially reduce conflict with neighboring properties.

- 5. The addition of "country clubs" under Section II(a)*

This item is proposed to be added as a point of clarification since "country clubs" are the most common applicants for fireworks permits.

It should be further noted that in connection with the implementation of these amendments as proposed, the Clerk's office will notify Elected Officials of fireworks permits that have been issued in their district.

Fiscal Impact:

n/a

Recommendation:

The amendment addresses the points of concern raised by the Committee including: clearer language governing the display of fireworks while providing grounds for denial of an application. Staff recommends approval of the Ordinance.



Jesse Thyges

Asst. City Administrator/Human Resource Manager

Attachments:

2015-1462 fireworks permits ordinance (DOCX)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE NO. 2015-1462

AN ORDINANCE AMENDING § 30.94 AND 30.96 OF THE
MEQUON MUNICIPAL CODE AS IT RELATES TO THE
REGULATION AND ISSUANCE OF FIREWORKS PERMITS

WHEREAS, the Common Council of the City of Mequon previously adopted § 30-41 through 30-97 of the Mequon Municipal Code which provides for the issuance of fireworks permits within the City of Mequon; and

WHEREAS, the Common Council desires to amend those regulations so as to further regulate the issuance of fireworks permits; and

WHEREAS, the Common Council finds that the regulation and permitting of fireworks promotes the health, safety and welfare of the Community;

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF MEQUON, OZAUKEE COUNTY, STATE OF WISCONSIN, DO ORDAIN AS FOLLOWS:

SECTION I

Section 30-94 of the Mequon Municipal Code is hereby amended to read as follows (NOTE: Added text is underlined; Deleted text is ~~struck through~~):

- (a) No permit shall be granted for the display of fireworks within 150 feet of any gasoline pump, gasoline filling station or gasoline bulk station or any building in which gasoline or volatile liquid is sold in quantities in excess of one gallon.
- (b) No more than six permits shall be issued to a single permittee in any calendar year.
- (c) No more than six permits shall be issued for displays at any single premises or location in any calendar year.
- (d) With the exception of New Year's Eve, no permit shall be issued for any fireworks display beyond 11:00 pm.
- (e) No permit shall be issued for any fireworks display scheduled Sunday through Thursday nights except that a permit may be issued for New Year's Eve and July 4th notwithstanding this paragraph.

SECTION II

Section 30-96 of the Mequon Municipal Code is hereby amended to read as follows
(NOTE: Added text is underlined; Deleted text is ~~struck through~~):

- (a) A permit may only be issued to:
 - (1) A public authority;
 - (2) A fair association;
 - (3) An amusement park;
 - (4) A park board;
 - (5) A civic organization;
 - (6) A resident or group of residents, i.e., homeowners associations, ~~including business organizations whose principal place of business is located within the City; and~~
 - (7) An agricultural producer for the protection of crops from predatory birds, however, signs must be posted warning of the use; and
 - (8) A business organization whose principal place of business is located within the City including golf courses and country clubs.
- (b) No permit may be issued to any person or persons under the age of 21 years.

SECTION III

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

SECTION IV

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

SECTION V

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

Approved by:

Dan Abendroth, Mayor

Date Approved:

I certify that the foregoing ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on _____, 2015.

William H. Jones, Jr., City Clerk

Published: _____



TO: Finance and Personnel Committee & Common Council
FROM: Jesse Thyes, Asst. City Administrator/Human Resource Manager
DATE: January 7, 2016
SUBJECT: Ordinance 2016-1465 an Ordinance Repealing and Recreating Section 2-236 (5), Mequon Code (Meals)

Background

The City of Mequon's Personnel Code states that the University of Wisconsin System Administration Travel Regulations govern the daily limit for meal reimbursement when traveling on City business. This past October, the UW System changed reimbursement rates as well as how they are determined, which in turn has made the provision within our Personnel Manual obsolete. The existing provisions of the Personnel Code are attached as Exhibit A.

Staff is taking this opportunity to review this provision and to present a simple and cost effective replacement alternative.

Analysis

The UW system now provides an online calculator for an individual to determine their potential per diem based upon Federal reimbursement rates for particular destinations. There is apprehension with the fact that the UW system policy no longer requires the submittal of receipts and automatically reimburses the maximum per diem that is calculated online. The City's Finance Department wants to maintain the requirement for submittal of receipts as a form of internal control of reimbursement requests.

Secondly, a concern lies with having to utilize an online calculator which varies the reimbursement rate by location. For example, the meal reimbursement rate would be higher for the Milwaukee area versus the Wisconsin Dells area. Having to verify the variable rates with each reimbursement request that is submitted would be overly time consuming for what should be a simple, straight forward process for both the Finance Department and the employee.

Therefore, in an effort to provide a simple and cost effective policy for employees to utilize when requesting meal reimbursements the following is being proposed. UW System calculation samples are included below as a point of reference.

	Breakfast	Lunch	Dinner	Maximum daily meal per diem
Mequon proposal	\$ 10	\$ 15	\$ 25	\$ 50
UW system (Milwaukee)	\$ 11.80	\$ 17.70	\$ 29.50	\$ 59
UW system (WI Dells)	\$ 10.80	\$ 16.20	\$ 27.00	\$ 54
UW System (Chicago)	\$ 13.80	\$ 20.70	\$ 34.50	\$ 69

The daily limit is reduced for partial days of travel and for meals that are provided as a part of the conference/seminar/event that the employee is attending. The proposed policy language in its entirety is attached as Exhibit B.

Fiscal Impact

Having a straight-forward policy indicating the meal allowance guidelines will help departments to budget accurately regardless of any rate changes at the Federal level or travel destination.

Recommendation

Staff recommends approval of the attached Ordinance.



Jesse Thyes
Asst City Administrator/Human Resource Manager

Attachments:

- Meal Reimbursement Policy_EXHIBIT A and B (DOCX)
- Ord. 2016-1465 repeal_recreate meal policy (PDF)

EXHIBIT A

EXISTING Personnel Code language pertaining to meal reimbursement Article XXXIV, Section 24.34 (5)

ARTICLE XXXIV – TRAINING/TRAVEL

Section 24.34

- (5) Meals. Employees traveling on City business shall be reimbursed for their own meals if the employee pays for their meal. The City will not pay for alcoholic beverages. Claims for meals shall represent actual, reasonable and necessary expenses. Tips are limited to fifteen percent (15%). The University of Wisconsin System Administration Travel Regulations (<http://www.uwsa.edu/fadmin/travel.htm>) daily meal limit shall apply. When an employee is entitled to two (2) or more consecutive meals in a day (this includes meals included in a registration fee, a lodging rate or served aboard plane), he/she may exceed the maximum on one (1) or more meal claims as desired, as long as the total allowable for the consecutive meals per day is not exceeded. Each day is considered separately for application of this policy. If meal maximums are not reached on one (1) day, the savings do not accrue and cannot be applied to expenses claimed on another day or for other costs such as lodging. The Department Head shall determine what meals shall be allowed based upon the times and dates of travel. Where conference registration or training tuition fees include one (1) or more meals, only those meals not covered by such fees shall be reimbursed by the City. Where a conference offers meals in conjunction with the conference program, but does not include those meals in the registration fee, the City shall pay for those meals selected by the employee.

EXHIBIT B

PROPOSED Personnel Code language pertaining to meal reimbursement

- (5) Meals. Employees traveling on City business shall be reimbursed in the event that the employee pays for their own meal subject to the following policy guidelines. The maximum daily meal allowances are set forth below in Table 1. Claims for meals shall represent actual, reasonable and necessary expenses. Tips are limited to fifteen percent (15%). Employees shall submit receipts with their reimbursement request.

Table 1

Breakfast	Lunch	Dinner	Maximum daily meal per diem
\$ 10	\$ 15	\$ 25	\$ 50

The City shall not provide reimbursement for those meals included within conference registration, ticket cost, or training/tuition fees. Only those meals not covered by such fees shall be reimbursed by the City. The City will not pay for alcoholic beverages.

An employee is entitled the flexibility to combine the daily lunch and dinner allowances as desired, as long as the total allowable for the consecutive meals per day is not exceeded and said meal(s) are not included within conference registration, ticket cost, or training/tuition fees.

Employees will be eligible for 50% of the maximum per diem rate for the first day of travel and the last day of travel. If meal maximums are not reached on one (1) day, the savings do not accrue and cannot be applied to expenses claimed on another day or for other costs such as lodging. Each day is considered separately for application of this policy. The Department Head shall determine what meals shall be allowed based upon the times and dates of travel.

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE NO. 2016-1465

AN ORDINANCE REPEALING AND RECREATING
SECTION 2-236 (5), MEQUON CODE (Meals)

THE COMMON COUNCIL OF THE CITY OF MEQUON, OZAUKEE COUNTY, STATE OF WISCONSIN, ORDAINS AS FOLLOWS:

SECTION I

Section 2-209(5) of the Mequon Code of Ordinances is hereby repealed and recreated, this ordinance having been placed on file and open to public inspection in the office of the City Clerk of the City of Mequon at City Hall, 11133 North Cedarburg Road, Mequon, Wisconsin, since January 7, 2016, in accordance with the procedures provided in Sections 66.0103 and 62.11(4)(a), Wis. Stats., and is hereby adopted as such Section 2-209(5), of the Code of Ordinances in and for the City of Mequon, Ozaukee County, Wisconsin.

SECTION III:

All ordinances in conflict or inconsistent with this ordinance, in whole or in part, are repealed to the extent necessary to give this ordinance full force and effect.

SECTION IV:

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

Approved By: Daniel Abendroth, Mayor

Date Approved: _____, 2016

I certify that the foregoing ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on ____ day of _____, 2016.

William Jones, Mequon City Clerk

Published: _____, 2016.

AMENDMENT TEXT

Sec. 2-236. Training/Travel.

- (5) Meals. Employees traveling on City business shall be reimbursed in the event that the employee pays for their own meal subject to the following policy guidelines. The maximum daily meal allowances are set forth below in Table 1. Claims for meals shall represent actual, reasonable and necessary expenses. Tips are limited to fifteen percent (15%). Employees shall submit receipts with their reimbursement request.

Table 1

Breakfast	Lunch	Dinner	Maximum daily meal per diem
\$ 10	\$ 15	\$ 25	\$ 50

The City shall not provide reimbursement for those meals included within conference registration, ticket cost, or training/tuition fees. Only those meals not covered by such fees shall be reimbursed by the City. The City will not pay for alcoholic beverages.

An employee is entitled the flexibility to combine the daily lunch and dinner allowances as desired, as long as the total allowable for the consecutive meals per day is not exceeded and said meal(s) are not included within conference registration, ticket cost, or training/tuition fees.

Employees will be eligible for 50% of the maximum per diem rate for the first day of travel and the last day of travel. If meal maximums are not reached on one (1) day, the savings do not accrue and cannot be applied to expenses claimed on another day or for other costs such as lodging. Each day is considered separately for application of this policy. The Department Head shall determine what meals shall be allowed based upon the times and dates of travel.



11333 N. Cedarburg Rd 60W
Mequon, WI 53092-1930
Phone (262) 242-2903
Fax (262) 242-9655
www.ci.mequon.wi.us

Department of Community Development

To: Common Council

From: Kim Tollefson, Director of Community Development

Date: January 12, 2016

Subject: Ordinance #2016-1466: Amendment to City of Zoning Map for approximately 221 acres located at 11446 N Farmdale Road and the northwest corner of Mequon Road and Farmdale Road for a 20-lot cluster development of single-family residential

Background:

The developer, JG Ventures, LLC, requests a rezoning recommendation for a 20-lot conservation subdivision development with 71% open space on 221 acres of land located at 11446 N Farmdale Road and the northwest corner of Mequon Road and Farmdale Road. The site is zoned to R-1 (5 acre). The request is to rezone with a Planned Unit Development (PUD) overlay so the site can be developed as a conservation subdivision. The concept plan results in lots ranging from 1.25 – 3.0 acres in lot size. An existing horse stable and 20 acres associated with the stable are not included in this development proposal. The conservation design plan includes a private road to serve the five lots on the western portion of the PUD located at Mequon Road and Farmdale Road. The remaining 15 lots, located on the eastern portion of the PUD, will be served by a public road.

Yield Plan:

The attached yield plan shows 20 lots, each conforming to the R-1 district standards with access from the adjacent public street. Each lot is shown to have a suitable building area located outside floodplain boundaries. The floodplain boundaries and wetlands have not been delineated. Staff will require an approved delineation of the wetlands by the DNR prior to application of the preliminary plat to the Planning Commission. Staff will require FEMA approval of the final flood base flood elevations prior to the issuance of the final plat.

Proposed Concept Plan:

The concept plan meets the policy goals for conservation subdivisions including the following:

- The creation of 60% of common open space.
- A perimeter open space area for the entire subdivision.
- Preservation of open space between the clustering of lots.

In addition, the developer agrees to publicly dedicate a significant amount of the open space along the Little Menominee River. This provides the City the opportunity to connect existing publicly owned land to the north and south along the Little Menominee River for a green beltway. The final location and amount has not yet been determined; however it will be based on the public interest for a trail system that accommodates

pedestrians and bicyclists and another for equestrian use, while maintaining private open space uses and trails for the owners of the subdivision.

Staff recommends a number of modifications, including the following:

- Lots 9-12 should be shifted to the south to accommodate a larger buffer to the north.
- A trail connection should be added between Lots 12 and 13 that connects to the public road.
- Due to the length of road and number of lots (15) on the eastern portion of the PUD, staff recommends that a road stub be extended to the north property line to allow future connection to Friestadt Road.

The site is located outside of the public sewer service area and therefore will be served by private septic systems and private wells for water. The City Forester has walked the site and indicated that all specimen trees are located in, or adjacent to, the open space areas and will not be impacted by the proposed development.

Planning Commission:

The Planning Commission recommendation is forthcoming on January 11, 2016.



Kim Tollefson

Enclosures: Ordinance #2016-1466
 Plans
 Zoning Map

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE NO. 2016-1466

To amend the map portion of the "Development Ordinance of the City of Mequon" (i.e., Chapter 58) with respect to approximately 221 acres of land located at 11446 Farmdale Road and land located at the northwest corner of Mequon Road and Farmdale Road

THE COMMON COUNCIL OF THE CITY OF MEQUON, OZAUKEE COUNTY, STATE OF WISCONSIN, DOES ORDAIN AS FOLLOWS:

SECTION I:

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

SECTION II:

Following recommendation of the Planning Commission on the 11th day of January, 2016, and after due notice and hearing by the Common Council of the City of Mequon on the 9th day of February, 2016, the existing and official City of Mequon district zoning maps are hereby amended so as to change the zoning classification of certain properties, as described and illustrated in Exhibit A, to R-1, FW, C-1, PUD overlay based on the attached conditions.

SECTION III:

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

SECTION IV:

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

Approved:

Dan Abendroth, Mayor

Date Approved: _____

This is to certify that the foregoing ordinance was adopted by the Common Council of the City of Mequon, Wisconsin at a meeting held on the 9th day of February, 2016.

William H. Jones Jr. , City Clerk

Published: _____

EXHIBIT A

1. All buildings shall maintain a minimum building setback of 50' from the public road right-of-way and a minimum 20' offset from the side and rear property lines, with increased offsets on lots adjacent to wetlands as required by the Department of Natural Resources (DNR).
2. The entire property shall be appropriately field-staked for wetland areas and reviewed and approved by the Department of Natural Resources (DNR), including an indication of the required setback from the wetland, prior to preliminary plat approval.
3. The concept plan shall be updated to include the following changes:
 - Lots 9-12 are shifted south to allow for a larger buffer to the north property line.
 - A trail connection is added between Lots 12 and 13 that connects to the public road.
4. The applicant shall dedicate a portion of the open space along the Little Menomonee River to the City of Mequon. Final location of land area shall be determined prior to final plat.
5. FEMA approval of the draft floodplain modeling and base flood elevations prior to Final Plat approval.
6. The Engineering Department shall review and approve the appropriate documents to ensure private waste systems for sewage disposal on each lot. If waste systems cannot be accommodated on an individual lot, off-site systems will be allowed subject to staff approval of the necessary easements.
7. Pedestrian and bike paths and the necessary easements shall be required in accordance with the attached concept plan and as noted in the staff report.
7. A stewardship plan for the dedicated open space areas shall be prepared by the applicant and is subject to Planning Commission review and approval.
8. The preliminary and final plat shall include a note that the future road connection is required in order to put future owners on notice.
9. The development shall comply with preliminary plat, development agreement, and final plat requirements.
10. Grading, drainage, erosion control, and other engineering plans are subject to Engineering Department and outside engineering consultant review and approval.
11. There shall be a permanent open space buffer along the perimeter of this development as illustrated in the attached development concept plan and per Planning Commission action.
12. Architectural design of residential buildings shall comply with the Architectural Board's publication entitled "Guidelines for Residential Structures" and are subject to the Architectural Review Board.
13. Street trees are subject to the approval of the Tree Board and Planning Commission.
14. Street lighting, if proposed, is subject to the approval of the Planning Commission.
15. Entryway signage and landscaping is subject to the approval of staff.

16. The final road design shall be subject to the review and approval of Engineering and the Fire Departments.
17. Fire Department approval of the number and location of fire cisterns, if needed.
18. Any substantial change to the general concept plans illustrated in the attached exhibits shall require appropriate amendment to this ordinance.
19. Engineering Department review and approval of grading, drainage, storm water management, and erosion control plans in conformance to City ordinances and the Standard Specifications for Land Development.
20. Approval of a storm water management plan for the site in conformance to City ordinances and MMSD Chapter 13, including execution of a Storm Water Facilities Maintenance and Easement Agreement.
21. The access roadway for the western development shall utilize a private roadway built to City standards. The Development Agreement shall outline the Home Owners Association's responsibilities to maintain the private roadway.
22. Easements over existing and proposed drainageways with supporting declaration language requiring Home Owners Association maintenance.
23. Application for and approval of a City erosion control permit, subject to applicable fees and conditioned upon WDNR issuance of a WRAPP permit.
24. Wetland delineations must be performed. Any proposed impact to the wetlands requires WDNR approval.
25. As a condition of approval and issuance of the permit, the city engineer will require in accordance with City ordinance 58-677(b) that the applicant deposit an escrow or letter of credit to guarantee a good faith execution of the approved control plan and any permit conditions. The escrow / letter of credit shall be in an amount equal to 125% of the estimated cost of construction and maintenance of the storm water management practices and the City will release the portion of the Financial Guarantee less any costs incurred by the city to complete installation of practices, upon submission of a certification in accordance with 58-678(h).
26. Legal documents requiring the Home Owners' Association to maintain pedestrian trails within the common open space, wetland buffers, and storm water facilities.
27. Both parcels must dedicate a strip of land 40' wide measured from the center of the roadway for the length of the parcels for public road purposes.
28. The access point for the fifteen lot subdivision should be moved to the north to align with the field entrance on the west side of Farmdale Road.
29. The public right of way (R.O.W.) for subdivision on the east side of Farmdale Road must be extended to the north and west property line along the main access roadway.
30. Separate Development Agreements will be required for each of the subdivisions to properly address road and storm water facilities.

31. Both developments will require the addition of boulevard entrances, acceleration/deceleration lanes on Farmdale Road and bypass lanes on Farmdale Road per the City of Mequon Standard Specifications for Land Development.

City of Mequon Plan Commission
11333 North Cedarburg Road
Mequon, WI 53092

January 6, 2016

Re: The Overlook at Oldenburg Farm (The Overlook)

Ladies and Gentlemen:

Our Concept and Plan for The Overlook is respectfully submitted for your review and approval.

Our Plan - Over the last 15 years the Oldenburg family converted an old farm into an equestrian and Longhorn Cattle showpiece in Mequon. With over 220 acres and a world class riding center with stables, we believe the Oldenburg land on Farmdale Road is an important part of the Mequon community. Our plan is to maintain the existing character of the land and use of the stables while offering 20 incredible lots ranging from approximately 1.25 to just over 3 acres, and transfer to the City of Mequon approximately 40 acres of the wooded land surrounding the Little Menomonee River to protect the river area and allow in the future for a public trail connecting City owned property on the North and MMSD owned land on the South.

Elements of the Plan

1. **Equestrian Center** - The Equestrian Center will remain on a 20 acre parcel with the stable and grazing area. The center will be sold to an experienced operator to board, train and provide riding services. Certain common areas will be used by the Equestrian Center for grazing and riding.
2. **Residential Lots** - The Overlook at Oldenburg Farm will offer 20 outstanding lots located on the remaining 200 acres of land. The residential lots will be located on two parcels of the Oldenburg property.
 - a. **Western Parcel** - An approximate 40 acre parcel on the northwestern corner of Farmdale and Mequon Roads will contain 5 lots from 2.5 acres to just over 3 acres with access from Farmdale Rd. The 5 lots are clustered to the north of the property to maintain a vista from Mequon Rd of significant open space.
 - b. **Eastern Parcel** - The balance of the eastern parcel, approximately 164 acres will offer 15 lots ranging in size from 1.25 to 2.75 acres on a high ridge overlooking over 100 acres of meadow land and woods along the Little Menomonee River.
3. **Common Area**- The common area of The Overlook will allow owners to enjoy and protect great vistas, wooded areas, The Little Menomonee River, walking trails and in some areas riding. The overall community of approximately 220 acres will have only 20 lots and a 20 acre equestrian center resulting in a density of one lot for every 10 acres! All lots have easy access to the common open space through a low impact trail system from Overlook Trail through the historical grazing land and into the wooded area.
4. **Little Menomonee River** - The Little Menomonee River runs through the property in a significant wooded area. Our plan proposes to deed to the City of Mequon

approximately 40 acres surrounding the river to protect the river area, offer public access to the river and in the future, set the stage for a trail system.

5. **R-1 PUD Zoning** - The parcels in the Oldenburg site are zoned R-1. We are seeking an R-1(PUD) zoning to facilitate The Overlook development described in our plan.

The Overlook entrance will be very similar to that of Hawks Landing's, providing a long rolling drive allowing owners to decompress as they arrive home. The majority of lots will back onto a ridge overlooking open space of mature woods and past grazing/riding areas. Open space will be preserved in perpetuity with the transfer of the land surrounding the Little Menomonee River to the City, giving it the opportunity to work with other agencies to protect the river area and in the future, possibly offer a trail for the public. All lots will be served by public roadway, private onsite sewerage systems and individual wells. We have incorporated many amenities into our plan:

- A walking trail system
- All lots are at least 150 feet wide at the building pad to allow for generous spacing between homes.
- Lots are clustered in groups of 3 to 5 with green space surrounding
- Lots located on the eastern parcel on the ridge with views of grazing/woods land and ability for fully exposed lower levels.
- Lots on the western parcel of size to remember the historical paddock areas.
- Lots located away from Farmdale and Mequon roads to maintain vistas
- Maintaining the world class stable
- Access to the stable and common areas to ride horses.

As we started the design of The Overlook, we met with the immediate neighbor Mr. Dale Schoessow to share our ideas and listen to comments. We offered to work with Mr. Schoessow and his brother in trading land and reduce the number of lots near his property. As the plan reflects, only 3 lots are on the western side of Overlook Trail.

We are very excited about this project as it provides an opportunity to offer 20 incredible lots on a 220 acre parcel, while maintaining the Oldenburg stable grounds and protecting the Little Menomonee River. We look forward to answering question on our plan at the January 11th Plan Commission. If you would like to visit the property in advance of the meeting please call, we would be delighted to show you The Overlook at Oldenburg Farm.

Sincerely,

JG Ventures LLC

Dennis M. Bush
Senior Development Consultant

John O. Graham
Principal 414-870-1701

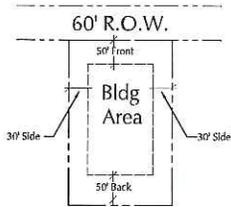
100 Year Floodplain Line

(SEWRPC Dec. 2015)

100 Year Floodplain Line

(SEWRPC Dec. 2015)

Walking Trail



Proposed R-1 Open Space;
Conservation Subdivision
With Agricultural Overlay

	Tot. Acreage	Open Space
East	184.53 Ac	137.86*Ac(=74.7%)
West	36.99 Ac	21.07 Ac(=57.0%)
Total	221.52 Ac	158.93 Ac(=71.7%)

*Excluding 20.0 Ac
Equestrian Parcel

Proposed Road Length

East Parcel	4,115 L.F.
West Parcel	1,200 L.F.



20-Lot Conceptual Site Plan
J. G. Ventures Farm

Mequon, WI

J.G. Ventures, L.L.C.
11501 N. Port Washington Rd.
Mequon, WI 53092
414.870.1701

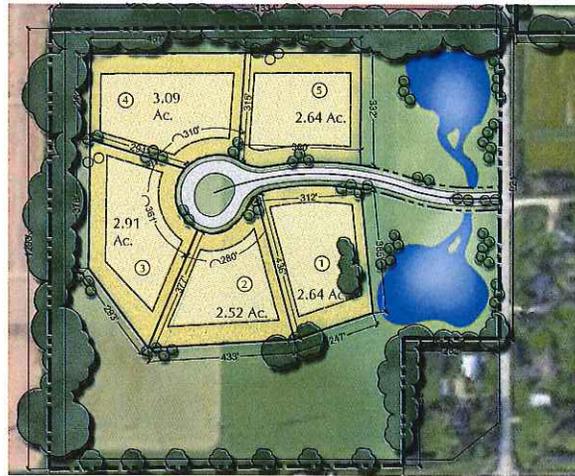


SHEET SP-4

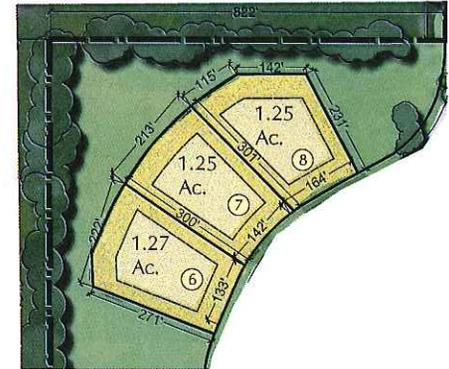
December 21, 2015



Area Map NTS



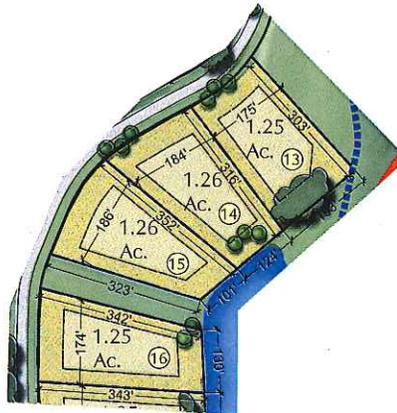
①. Lots 1-5



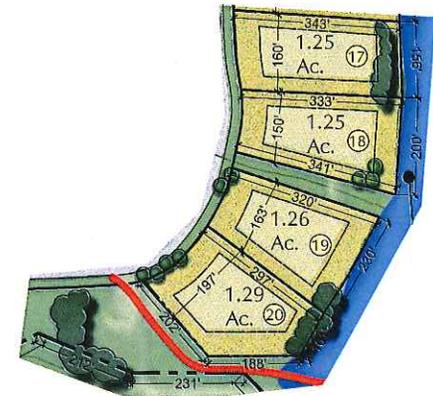
②. Lots 6-8



③. Lots 9-12



④. Lots 13-16



⑤. Lots 17-20

24-Lot Conceptual Dimension Plan
J. G. Ventures Farm

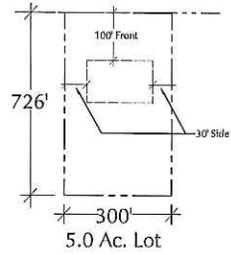
Mequon, WI

J.G. Ventures, L.L.C.
11501 N. Port Washington Rd.
Mequon, WI 53092
414.870.1701



Yield = 20 Lots at 5 Ac.(217,800 s.f.)
 1 Equestrian Lot at 20 Ac.

-  100 Year Floodplain Line (SEWRPC Dec. 2015)
-  100 Year Floodplain Line (SEWRPC Dec. 2015)
-  40x60' Building Envelope
-  60' Private Road Easement

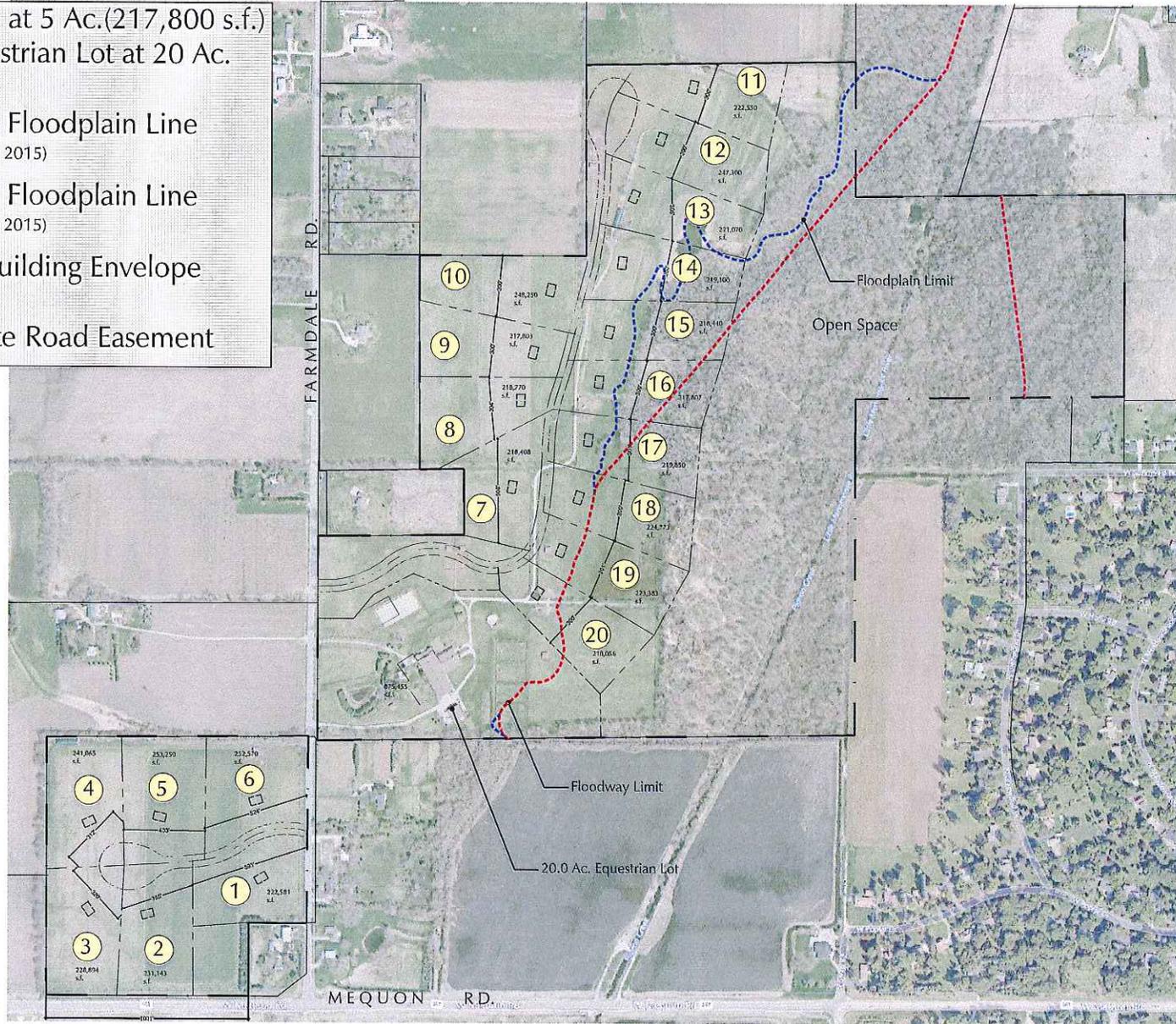


Typical Lot Diagram
 Conforms to R-1 Zoning

Land Area

	Tot. Acreage
East	184.53 Ac
West	36.99 Ac
Total	221.52 Ac

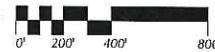
Yield Plan is Prepared to
 Demonstrate Density for
 (20) R-1 Conforming Lots
 And (1) Equestrian and
 Open Space Parcel



20-Lot Yield Plan - R-1 Rural Residential Zoning J. G. Ventures Farm

Mequon, WI

J.G. Ventures, L.L.C.
 11501 N. Port Washington Rd.
 Mequon, WI 53092
 414.870.1701



DESIGNED BY:





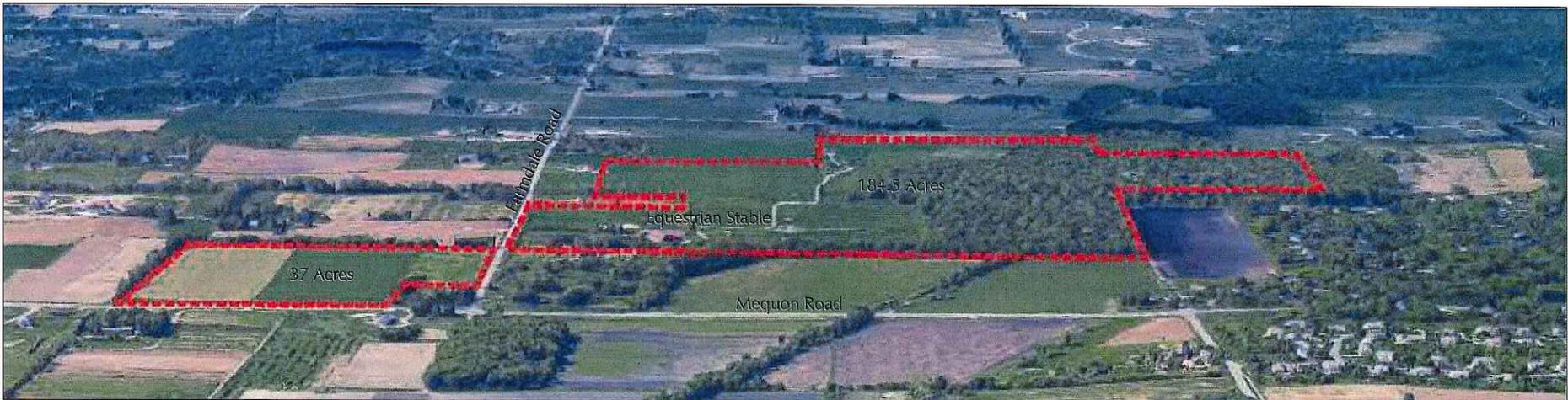
Equestrian Entry



Looking South From Middle of Property



Equestrian Stable Aerial Looking Southeast



Aerial Looking North

Image Sheet
J. G. Ventures Farm
Mequon, WI

J.G. Ventures, L.L.C.
11501 N. Port Washington Rd.
Mequon, WI 53092
414.870.1701

SHEET SP-2

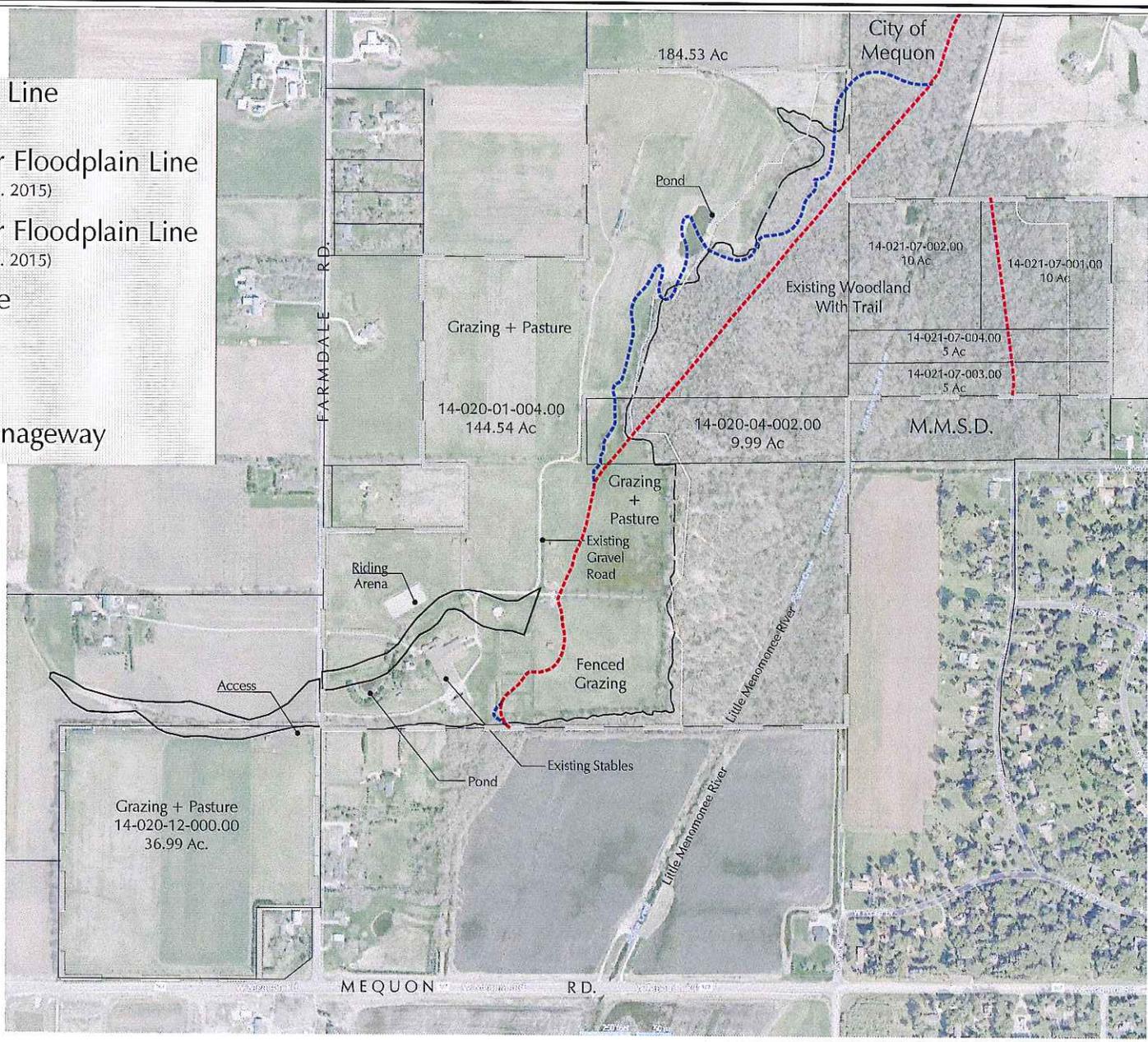
December 21, 2015

LAND PLAN
PREPARED BY:



-  Property Line
-  100 Year Floodplain Line (SEWRPC Dec. 2015)
-  100 Year Floodplain Line (SEWRPC Dec. 2015)
-  Tree Line
-  C-1
-  C-2 Drainageway

Existing Zoning is R-1; Rural Residential 5 Acre Minimum Lot Size Density



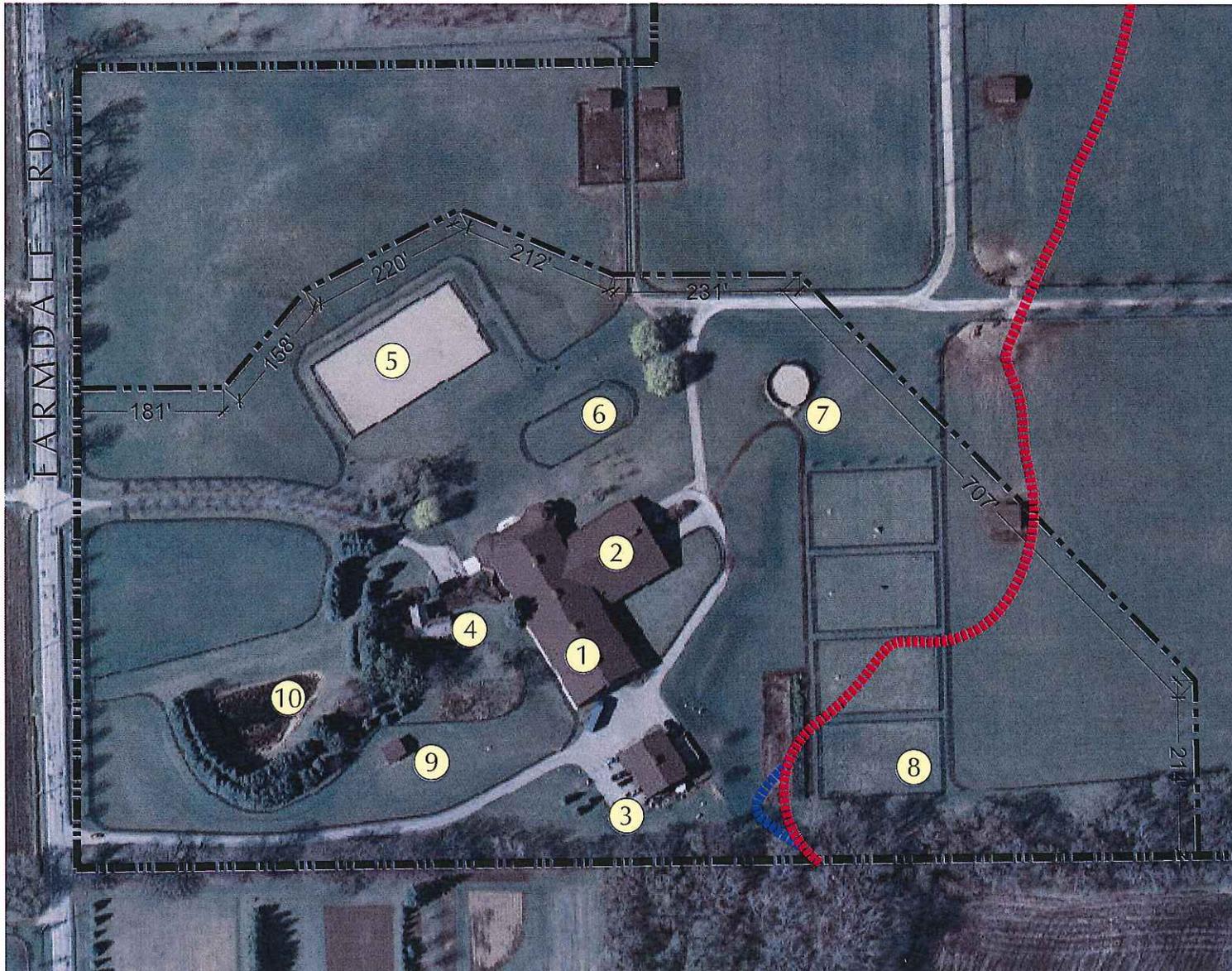
Existing Conditions
J. G. Ventures Farm
 Mequon, WI



J.G. Ventures, L.L.C.
 11501 N. Port Washington Rd.
 Mequon, WI 53092
 414.870.1701

LAND PLAN
 PREPARED BY:



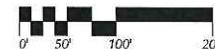


LEGEND

1. Indoor Equestrian Arena
2. Stables
3. Storage Building
4. Farm House
5. Outdoor Practice Arena
6. Oval Paddock
7. Round Training Arena
8. Turn-Out Paddock
9. Paddock with Shade Structure
10. Farm Pond

Equestrian Parcel Enlargement
 J. G. Ventures Farm
 Mequon, WI

J.G. Ventures, L.L.C.
 11501 N. Port Washington Rd.
 Mequon, WI 53092
 414.870.1701



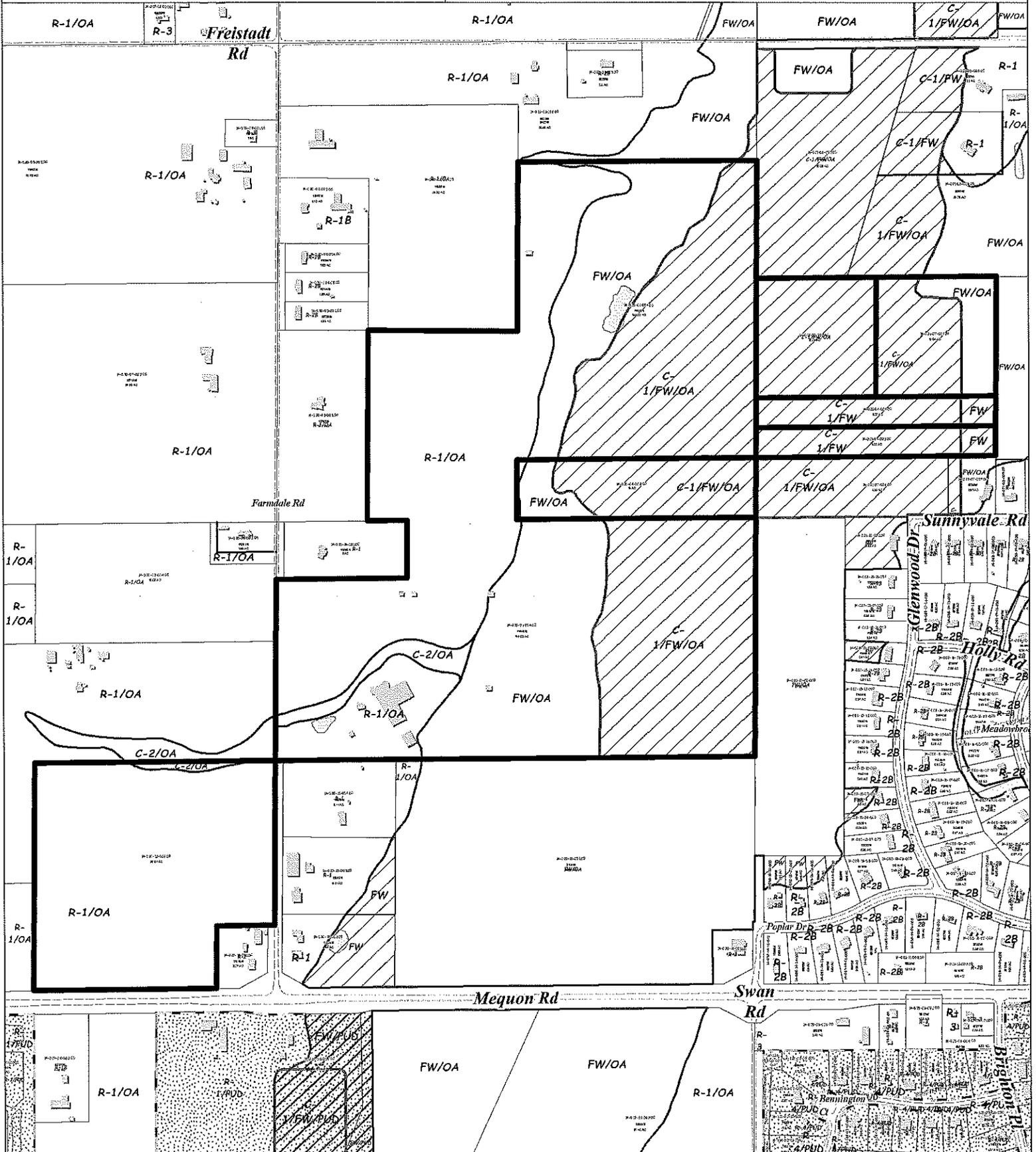
SHEET SP-6

December 21, 2015

ITEM #7 - Oldenburg Farm

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

- LTD Limited Use
- OA Agricultural Overlay
- PUD Planned Unit Development Overlay
- P-1 Park & Recreation
- R-1 Single-Family Residential (5 Ac. Min.)
- R-1B Single-Family Residential (2.5 Ac. Min.)
- R-2 Single-Family Residential (2.0 Ac. Min.)
- R-2B Single-Family Residential (1.5 Ac. Min.)
- R-3 Single-Family Residential (1.0 Ac. Min.)
- R-4 Single-Family Residential (3/4 Ac. Min.)
- R-5 Single-Family Residential (1/2 Ac. Min.)
- R-6 Single-Family Residential (4 du/Ac)
- RM Multi-Family Residential
- TC Town Center
- TDR Transfer of Development Rights





11300 N. Buntrock Avenue
Mequon, WI 53092
Phone (262) 242-2530
Fax (262) 242-5042

www.ci.mequon.wi.us

Mequon Fire Department

To: City of Mequon Common Council
From: David Bialk, Fire Chief
Date: January 7, 2016
Subject: Replacement of Self-Contained Breathing Apparatus; Res. 3345

BACKGROUND

In 2000, the fire department purchased 45 self-contained breathing apparatus, 90 air bottles, and 70 individual face pieces. The self-contained breathing apparatus (SCBA) is the most important piece of firefighting equipment used by the fire department. The SCBA allows a firefighter to operate in extreme temperatures and toxic smoke conditions. The SCBA has a very specific 15-year life expectancy by National Fire Protection Agency (NFPA) and Department of Transportation (DOT) standards. After 15 years the compressed air cylinders can no longer be hydrostatically tested and therefore cannot be recertified and must be removed from service. All of Mequon's SCBA have reached the 15-year mark and need to be replaced.

ANALYSIS

The fire department currently has 30 SCBA and 60 air bottles in service. In order to repair SCBA and keep the units in service over the years, other SCBA were cannibalized for parts. Due to the downsizing of the fire department fleet and following today's best practices in the fire service, the department only needs to replace and maintain 25 SCBA, 50 spare bottles, and 60 individual face pieces. Planning for the replacement of SCBA this year began in 2010 and money has been set aside in the capital budget for each of the last five years.

FISCAL NOTE

A request for proposals was made in August and there are two vendors who responded:

5 Alarm Fire and Safety Equipment (Delafield) - \$154,423

Bendlin Fire Equipment (Butler) - \$160,982

Purchase of SCBA has been programmed into the capital budget for the last five years. There is currently \$152,000 in account 410791-730012-10014.

RECOMMENDATION

On December 8th, 2015 the Public Safety Committee approved a recommendation by vote of 3-0 in favor of the purchase as proposed. Accordingly, it is recommend that the common council adopt the attached resolution, authorizing the subject purchase from 5 Alarm & Safety.

David L Bialk
Fire Chief

Attachment

(1) Resolution 3345 – Approving the purchase of self contained breathing apparatus.

COMMON COUNCIL
OF THE
CITY OF MEQUON, WISCONSIN

Resolution 3345

**APPROVING PURCHASE OF FIRE DEPARTMENT SELF CONTAINED
BREATHING APPARATUS**

WHEREAS, the City of Mequon Fire Department deems it necessary to replace 25 Self Contained Breathing Apparatus, 50 air bottles, and 60 individual face pieces to be compliant with current State and Federal laws; and

WHEREAS, the fire department devoted many hours toward researching and developing specifications to ensure the long life and ease of use and have the capability to serve the City of Mequon for the many years; and

WHEREAS, it was determined to accept a proposal of \$154,423 from 5 Alarm and Safety Equipment of Delafield Wisconsin, for the purchase of 25 SCBA 50 air bottles and 60 individual face pieces;

NOW, THEREFORE BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MEQUON to accept the proposal from 5 Alarm and Safety Equipment recommended by the Public Safety Committee, and that the proper city officials be authorized to sign the appropriate purchase agreement in accordance with the approved proposal. Funds for this purchase will be from account 410791-730012-10014. There is currently \$152,000.00 in this capital account.

Approved: _____
Dan Abendroth, Mayor

Date Approved: _____

This is to certify that the foregoing resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on the ___ day of _____, 2015.

William H. Jones, City Clerk

Published _____, 2015



11333 N. Cedarburg Rd
Mequon, WI 53092-1930
Phone: 262-236-2956
Fax: 262/242-9655

www.ci.mequon.wi.us

Office of Finance

TO: Common Council
FROM: Tom Watson, Finance Director
DATE: January 6, 2016
SUBJECT: RESOLUTION NO. 3351 BY THE COMMON COUNCIL OF THE CITY OF MEQUON

Background

In 2005 the City of Mequon issued General Obligation Refunding Bonds on behalf of the Sewer Utility to refinance the original debt issued to settle the Milwaukee Metropolitan Sewer District "Sewer Wars" case. The 2005 Bonds became callable on September 1, 2015. The Utility has two years remaining on the outstanding bonds.

Analysis

Accelerating the principal and interest payments for the remaining two years will save the Utility interest costs. Staff proposes calling the 2016 portion in February 2016 and the 2017 maturity on January 3, 2017. The City's financial advisors created the attached pro forma and bond counsel drafted the attached resolution authorizing the redemption of the bonds.

Fiscal Impact

The estimated savings over the next two years is approximately \$98,000. The Utility will have the cash flow to make the earlier payments from property tax collections.

Recommendation

Recommend approval of Resolution No. 3351 to the Common Council.

Tom Watson
Finance Director

Attachments:
2005 Bonds call 2016 mat 2015 12 08 (PDF)

City of Mequon
Call 2016 Maturity in 2016 of 2005 Bonds
Estimated Savings



Issue	2005 GO Bonds as of January 1, 2016			
Amount	\$16,965,000			
Dated	1-Jun-05			
Year	Prin (9/1)	Rate	Interest	Net Total
2016	1,635,000	5.00%	163,000	1,798,000
2017	1,625,000	5.00%	81,250	1,706,250

2005 GO Bonds as of February 16, 2016			
\$16,965,000			
1-Jun-05			
Prin (9/1)	Rate	Interest	Total
		118,719	118,719
1,625,000	5.00%	81,250	1,706,250

Interest Savings
44,281

2005 GO Bonds as of January 3, 2017			
\$16,965,000			
1-Jun-05			
Prin (9/1)	Rate	Interest	Total
		27,535	1,652,535
1,625,000	5.00%		

Interest Savings
53,715

Total 3,260,000 244,250 3,504,250

1,625,000 199,969 1,824,969

44,281

1,625,000 27,535 1,652,535

53,715

Notes:

Assumes the 2016 Maturity is called on February 16, 2016 and the 2017 maturity is called on January 3, 2017

Total Savings \$ 97,997

RESOLUTION NO. 3351
BY THE COMMON COUNCIL OF THE CITY OF MEQUON

RESOLUTION AUTHORIZING THE REDEMPTION OF THE CITY OF MEQUON
\$16,965,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2005B

WHEREAS, on June 7, 2005 the City of Mequon, Ozaukee County, Wisconsin (the "City") issued its \$16,965,000 General Obligation Refunding Bonds, Series 2005B, (the "2005 Bonds");

WHEREAS, the 2005 Bonds are subject to call and prior redemption on September 1, 2015 or any date thereafter;

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to proceed with the redemption of the 2016 maturity of the 2005 Bonds on February 16, 2016 and the redemption of the 2017 maturity of the 2005 Bonds on January 3, 2017 (the "Bond Redemption").

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Authorization of the Bond Redemption. For the purpose of paying the cost of the Bond Redemption, the City shall use debt service funds on hand to redeem the 2016 maturity of the 2005 Bonds on February 16, 2016 and the redemption of the 2017 maturity of the 2005 Bonds on January 3, 2017.

Section 2. Redemption of the 2005 Bonds. The City hereby calls the 2016 maturity of the 2005 Bonds on February 16, 2016 and the 2017 maturity of the 2005 Bonds on January 3, 2017. The City hereby directs the City Clerk to cause notices of such redemptions, in substantially the forms attached hereto as Exhibit A and Exhibit B, to be given, at least thirty days prior to the respective redemption dates of the 2016 and 2017 maturities of the 2005 Bonds, to the Depository Trust Company, the securities depository for the 2005 Bonds.

Section 3. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the City or any parts thereof in conflict with the provisions hereof shall be and the same are hereby rescinded insofar as they may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted this 12th day of January, 2016.

Daniel Abendroth, Mayor

ATTEST:

William Jones, City Clerk

(SEAL)

EXHIBIT A

NOTICE OF REDEMPTION*

CITY OF MEQUON
OZAUKEE COUNTY, WISCONSIN

\$16,965,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2005B

DATED JUNE 1, 2005

NOTICE IS HEREBY GIVEN that the following maturity of the above-referenced issue has been called for prior payment in full on February 16, 2016 (the "Redemption Date"):

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP Number</u>
09/01/2016	\$1,635,000	5.000%	587316KM1

The Depository Trust Company, New York, New York, is the securities depository for said Bonds. The holders of said Bonds will be paid the principal amount of the Bonds plus accrued interest to the Redemption Date.

Said Bonds will cease to bear interest on February 16, 2016.

By Order of the Common Council

William Jones,
City Clerk

Dated January 12, 2016

* To be sent to The Depository Trust Company, Call Notification Department, Muni Reorganization Manager, 711 Stewart Avenue, Garden City, New York 11530, the securities depository for the Bonds, not less than thirty (30) days nor more than sixty (60) days prior to the Redemption Date by registered or certified mail, or overnight express delivery. Also to be sent to Financial Security Assurance, Inc., New York, New York which insured the Bonds.

EXHIBIT B

NOTICE OF REDEMPTION*

CITY OF MEQUON
OZAUKEE COUNTY, WISCONSIN

\$16,965,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2005B

DATED JUNE 1, 2005

NOTICE IS HEREBY GIVEN that the following maturity of the above-referenced issue has been called for prior payment in full on January 3, 2017 (the "Redemption Date"):

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP Number</u>
09/01/2017	\$1,625,000	5.000%	587316KN9

The Depository Trust Company, New York, New York, is the securities depository for said Bonds. The holders of said Bonds will be paid the principal amount of the Bonds plus accrued interest to the Redemption Date.

Said Bonds will cease to bear interest on January 3, 2017.

By Order of the Common Council

William Jones,
City Clerk

Dated January 12, 2016

* To be sent to The Depository Trust Company, Call Notification Department, Muni Reorganization Manager, 711 Stewart Avenue, Garden City, New York 11530, the securities depository for the Bonds, not less than thirty (30) days nor more than sixty (60) days prior to the Redemption Date by registered or certified mail, or overnight express delivery. Also to be sent to Financial Security Assurance, Inc., New York, New York which insured the Bonds.



11333 N. Cedarburg Rd
Mequon, WI 53092-1930
Phone: 262-236-2915
Fax: 262/242-9655

www.ci.mequon.wi.us

Office of Human Resources

TO: Finance and Personnel Committee & Common Council
FROM: Jesse Thyges, Asst. City Administrator/Human Resource Manager
DATE: January 7, 2016
SUBJECT: Resolution No. 3352 Approving the Agreement between the City of Mequon and the Mequon Fire and EMS Association

Background

The City's negotiation team met with the Mequon Fire and EMS Association several times during December, 2015 for the purposes of negotiating a successor Fire and EMS Association agreement. The new agreement was ratified by the Association on December 21, 2015.

Analysis

Bargaining items included: biweekly payroll, a pay adjustment for non-probationary employees, elimination of on-call pay deductions, holiday pay for the paramedics-on-premise (POP), a pay adjustment for the POP, implementation of longevity pay, and Wisconsin Retirement System employee contributions.

In a step towards consistency with all other employee groups, the tentative agreement sets forth a shift to a bi-weekly payroll schedule to replace the former monthly payroll schedule.

The new agreement calls for a \$2.00 per hour adjustment in rank pay for all non-probationary employees. New Fire Department employees serve a 2-year probationary period. This wage adjustment would affect the majority of the Department in an effort to retain trained employees. This adjustment would occur in 2016. No wage adjustments are included for 2017. This is the first adjustment to rank pay since 2010, therefore the adjustment represents approximately a 1.1% increase on an annualized basis from 2010 to 2017.

The tentative agreement sets forth a reduction in the on-call pay deduction. An employee is paid \$3.00 per hour for being on-call. When said employee responds to a call for service the \$3.00 per hour of "on-call pay" is deducted from the overall amount earned for responding. This deduction remains the same for 2016 but is reduced to a \$1.50 per hour deduction in 2017. In other words, in 2017, an on-call employee will have \$1.50 per hour of "on-call pay" deducted from the overall amount earned for responding.

The tentative agreement sets forth a holiday pay rate of time-and-a-half for POP's. This is comparable with non-represented employees stand by pay or overtime pay rates.

The tentative agreement includes a 2% wage adjustment for POP's. This would occur in 2016. No wage adjustment is included for 2017. This is consistent with the recent adjustments realized by both non-represented and represented employees in the recent past.

While the Association made a request for the implementation of a longevity pay system, the City declined. The item is not a part of the tentative agreement.

The tentative agreement requires a full 6.6% employee-share of the retirement contribution (previously 3%) from those members who are participating in the Wisconsin Retirement System beginning in 2016. There are currently 16 employees who are eligible for the WRS benefit and their full contributions will "save" the City approximately \$13,000 annually.

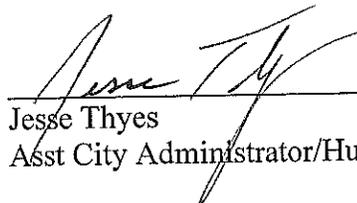
A marked tentative agreement outlining the above mentioned changes is attached as Exhibit A. The two year agreement expires December 31, 2017.

Fiscal Impact:

The tentative 2-year agreement carries an approximate total net cost of \$49,500 after subtracting the employee benefit contributions from the proposed wage adjustments. However, the City obtains a level of benefit contributions equivalent to non-represented employees. Moreover, the proposed wage adjustments over the 2-year life of the contract equates to approximately 2.5 % in FY2016 and 1.75% in FY2017 which is commensurate with the recent compensation adjustments for the non-represented employees.

Recommendation:

Staff recommends approval of the attached agreement and resolution.



Jesse Thyes
Asst City Administrator/Human Resource Manager

Attachments:

- res 3352 - 2016-17 mequon fire and ems association(DOC)
- marked copy of cba 2016-17 fire department (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

Resolution 3352

Approving the agreement between the City of Mequon and the
Mequon Fire and EMS Association

WHEREAS, the City has conducted collective bargaining with the Mequon Fire and EMS Association; and

WHEREAS, a tentative agreement on the terms of a new labor contract has been reached and has been recommended by the Finance-Personnel Committee and ratified by the Mequon Fire and EMS Association,

NOW, THEREFORE, BE IT RESOLVED the agreement between the City of Mequon and the Mequon Fire and EMS Association for the calendar years 2016 and 2017 is hereby approved.

Approved: _____

Dan Abendroth, Mayor

Date Approved: _____

This is to certify that the foregoing resolution was adopted by the City of Mequon at a meeting held on the 12th day of January, 2016.

William Jones, City Clerk

AGREEMENT
BETWEEN
CITY OF MEQUON
AND
MEQUON FIRE AND EMS ASSOCIATION

Effective Date: January 1, ~~2014~~2016
Expiration Date: December 31, ~~2015~~2017

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Appendix A..... 2021

1 **AGREEMENT**

2 THIS AGREEMENT is made and entered into by and between the CITY OF
3 MEQUON, hereinafter referred to as the "Employer," and the MEQUON FIRE AND
4 EMS ASSOCIATION, hereinafter referred to as the "Association," on behalf of and
5 covering the employees of the Employer's Fire Department, hereinafter referred to
6 as "Employees," excluding supervisors, confidential, managerial, professional,
7 other represented City employees in the Fire Department and all other City
8 employees.
9

10 **ARTICLE I – PURPOSE**

11 **Section 1.01:** The purpose of this Agreement and the desire of both parties to this
12 Agreement to reach an amicable understanding with respect to the
13 employer-employee relationship which exists between them, to enter into a
14 complete agreement covering rates of pay, hours of work and conditions of
15 employment, to allow the Employer to operate and manage its affairs as efficiently
16 as possible, and to implement the provisions of Section 111.70, Wisconsin
17 Statutes.
18

19 **ARTICLE II – RECOGNITION**

20 **Section 2.01:** The Employer agrees to recognize the Association as the exclusive
21 bargaining agent for the employees of the Employer's Fire Department, hereinafter
22 referred to as "Employees," excluding supervisors, confidential, managerial,
23 professional, other represented City employees in the Fire Department and all
24 other City employees, for the purposes of conferences and negotiations with the
25 Employer or its lawful authorized representatives on questions of wages, hours
26 and conditions of employment.
27

28 **ARTICLE III – NEGOTIATIONS**

29 **Section 3.01:** Either party may select for itself a negotiator or negotiators for the
30 purposes of carrying on conferences and negotiations under the provisions of
31 Section 111.70, Wisconsin Statutes. The parties shall advise each other of the
32 name(s) of their negotiator(s).
33

34 **ARTICLE IV – MANAGEMENT RIGHTS**

35 **Section 4.01:** The Association recognizes the prerogatives of the Employer, the
36 Fire Chief and the Board of Police and Fire Commissioners to operate and manage
37 their affairs in all respects in accordance with their responsibility and in the manner
38 provided by law, and the powers or authority which the Employer, the Fire Chief
39 and the Board of Police and Fire Commissioners have not specifically abridged,
40 delegated or modified by other provisions in this Agreement are retained

1 exclusively by the Employer, the Fire Chief and the Board of Police and Fire
2 Commissioners. Such powers and authority, in general include, but are not limited
3 to the following:

- 4 1. To determine its general business practices and policies and to utilize
5 personnel, methods and means in the most appropriate and efficient
6 manner as is possible.
- 7 2. To manage and direct employees of the Employer, to make assignments of
8 jobs, to determine the size and composition of the work force, to determine
9 work to be performed by the work force and each employee and to
10 determine the competence and the qualifications of the employees.
- 11 3. To determine the method and means by which the operations of the
12 Employer are to be conducted.
- 13 4. To utilize temporary, provisional and part-time employees when deemed
14 necessary.
- 15 5. To hire and promote employees, to transfer employees within the
16 department, and to make promotions to supervisory positions in the manner
17 most advantageous to the Employer.
- 18 6. To lay off employees.
- 19 7. To discipline, suspend, demote and discharge employees for just cause.
- 20 8. To establish or alter the number of shifts, hours of work, work schedules,
21 methods and processes.
- 22 9. To create new positions or departments, to introduce new or improved
23 operations or work practices, to terminate or modify existing positions,
24 departments, operations or work practices, and to consolidate existing
25 positions, departments or operations.
- 26 10. To make and alter rules and regulations for the conduct of its business and
27 of its employees.
- 28 11. To subcontract or contract out work when deemed necessary.

29
30 The Employer shall be under no duty to bargain concerning the exercise of or the
31 decision to exercise the above powers or authority. Provided however, the
32 employer shall upon Association request, bargain the impact of the exercise of
33 these powers upon the employees' wages, hours, and conditions of employment.
34

35 **Section 4.02:** The parties agree that each employee shall perform all the duties of
36 his/her classifications and it is understood by the parties that every incidental duty
37 connected with the operations enumerated in any job description is not always
38 specifically described. Nevertheless, it is intended that all such duties shall be
39 performed by the employee.

40 **ARTICLE V – FAIR SHARE/DUES DEDUCTION**

41 **Section 5.01 – Membership Not Compulsory:** As the exclusive bargaining
42 agent in a collective bargaining unit comprised of the employees of the Mequon
43 Fire Department, but excluding supervisors, confidential, managerial,
44 professional, other represented City employees in the Fire Department and all
45 other City employees, the Association will represent all such employees, members

1 and non-members fairly and equally, and the employees in the unit will be required
2 to pay their proportionate share of the cost of the collective bargaining process and
3 contract administration measured by the amount of dues uniformly required of all
4 members. No employee shall be required to join the Association, but membership
5 shall be made available to all eligible employees who apply consistent with the
6 Association's constitution and by-laws. No employee shall be denied Association
7 membership because of any protected category covered under state or federal
8 law.

9
10 **Section 5.02 – Dues Deduction:** The Employer agrees that effective with the first
11 month following the execution date of this Agreement, and continuing thereafter
12 during the life of this Agreement, it will deduct from the earnings of all employees in
13 the collective bargaining unit described above, and who have individually signed
14 the voluntary dues deduction authorization form provided by the Association prior
15 to the first of the month following execution of this Agreement, an amount equal to
16 the monthly dues certified by the Association in writing as the current monthly dues
17 required of all members when the member's net monthly pay after deductions
18 exceeds the dues amount. When the net pay after deductions is less than the
19 dues amount, the Employer shall not deduct any amount for dues and shall not be
20 held responsible for that particular dues amount.

21 The voluntary authorization shall include the following statement:

22
23 "I, the undersigned, hereby authorize the Employer to deduct Association dues
24 from my wages each and every month and direct that such amounts so
25 deducted by sent to the Treasurer of the Association for and on my behalf. The
26 authorization shall be irrevocable and shall automatically renew itself for
27 successive years unless I give thirty (30) days written notice to the Employer
28 and the Association of my desire to change the amount or revoke the dues
29 deduction at the end of the thirty (30) day period or at the end of such year."
30

31 The Employer agrees to deduct the appropriate amount from each paycheck each
32 month of each employee requesting such deduction and in accordance with the
33 provisions of this Article, following receipt of the above enumerated statement.
34

35 **Section 5.03 – Fair Share Payment:** The Employer and Association hereby
36 enter into a Fair Share Agreement pursuant to the provisions of Section
37 111.70(1)(f), Wis. Stats., requiring all of the individuals in the collective bargaining
38 unit who have not authorized voluntary dues deduction under Section 5.02 to pay
39 their proportionate share of the cost of the collective bargaining members. New
40 bargaining unit members shall become subject to the requirements of this
41 provision at the time of hiring and shall have such amount deducted commencing
42 with the second month in which the new employee is hired without any requirement
43 for such new employees to sign a fair share agreement. When the net pay after
44 deductions is less than the fair share amount, the Employer shall not deduct any
45 amount for fair share payment and shall not be held responsible for that particular
46 fair share amount.

1 **Section 5.04 – Payment to the Association:** The Employer shall pay the
2 amount so deducted for dues payments and fair share payments to the Treasurer
3 of the Association on or before the end of the month following the month in which
4 such deduction was made as of the effective date of this Agreement. The
5 Employer will provide to the Association a list of the employees from whom such
6 deductions have been made along with each monthly remittance to the
7 Association.

8
9 **Section 5.05 – Changes in Amount of Deductions:** Changes in the amounts
10 required to be deducted in Sections 5.02 or 5.03 above shall be certified by the
11 Association to the Employer thirty (30) days before the effective date of the
12 change. In the event of any change in the dues or fair share payment, the
13 Association agrees to submit to the Employer a sworn statement that the increase
14 is due to the increased cost of the bargaining process and administration of the
15 contract.

16
17 **Section 5.06 – Hold Harmless:** The Employer shall not be liable to the
18 Association, employee or any party by reason of the requirements of this
19 Agreement for the remittance or payment of any sum other than that constituting
20 actual deductions made from employee wages earned. The Association shall
21 defend, indemnify and hold the Employer harmless against any and all claims,
22 demands, suits, orders, judgments or other forms of liability that may arise out of or
23 by reason of action taken or not taken by the Employer under this Agreement.

24
25 **Section 5.07 – Dispute Resolution:** In the event of any dispute over the
26 interpretation or enforcement of the terms of this Article, a grievance may be filed
27 and processed under the Grievance Procedure.

28
29 **Section 5.08 – Termination of this Article:** In the event the Association violates
30 any provision of the No-Strike Article in the collective bargaining agreement
31 between the parties, this Article shall be immediately terminated. In the event a
32 labor organization other than the Association is recognized by the City, or is
33 certified by the Wisconsin Employment Relations Commission, as the exclusive
34 bargaining representative for all or any portion of the employees included in the
35 collective bargaining unit referred to in Section 5.01 above, this Article shall be
36 immediately terminated.

37
38 **Section 5.09 – Challenge to Fair Share Amount:** The Association shall provide
39 employees who are not members of the Association with an internal mechanism
40 within the Association which is consistent with the requirements of State and
41 Federal Law and which allow those employees to challenge the fair share amounts
42 certified by the Association as the cost of representation and receive, where
43 appropriate, a rebate of any monies to which they are entitled. To the extent
44 required by State or Federal law, the Association will place in an interest bearing
45 escrow account any disputed fair share amounts.

1 **ARTICLE VI – FIRE DEPARTMENT RULES AND**
2 **REGULATIONS**

3 **Section 6.01 – Implementation:** Those portions of the *‘Mequon Fire Department*
4 *Rules and Regulations’* adopted by the Fire and Police Commission on May 2nd,
5 2007, and updated on October 29th 2007 (v1.2) as revised and amended by this
6 Agreement that primarily relate to wages, hours and conditions of employment
7 shall become effective retroactive to May 2nd, 2007 and shall not be changed for
8 the duration of this agreement except by mutual agreement.

9
10 **Section 6.02 – Conflict:** In the event of any conflict between the *‘Mequon Fire*
11 *Department Rules and Regulations’* and the terms of this agreement, the terms of
12 this agreement shall apply.

13
14 **Section 6.03 – Work Rules:** The Employer has the right to promulgate
15 reasonable rules and regulations provided that any rules and regulations which are
16 mandatory subjects of bargaining shall be provided to the Association at least
17 thirty (30) days prior to implementation, except in an emergency. The Association
18 shall review the proposed change and indicate in writing whether or not it intends
19 to negotiate within fifteen (15) days of receipt of the proposed change. If the
20 Association requests to bargain the proposed change, the Employer shall not
21 implement the change until the negotiation process has been completed including
22 arbitration, if necessary. If an impasse is reached, the parties will submit the issue
23 to final and binding arbitration pursuant to Section 111.77, Wis. Stats.

24
25 Reasonable rules or regulations that are not mandatory subjects of bargaining
26 shall be submitted to the Association not less than ten (10) days prior to
27 implementation. The City and the Department shall have discretion with regard to
28 matters essential to the public health and safety and, as to such matters, the notice
29 requirements established under this section shall not apply.

30
31 Except as modified by this Agreement, the Rules and Regulations of the Fire
32 Department in effect as of May 2, 2007 and all City policies, procedures and rules
33 and regulations, that are primarily related to wages, hours and/or conditions of
34 employment shall remain in effect.

35 **ARTICLE VII – PROBATIONARY PERIOD**

36 **Section 7.01 – Initial Appointments:** Newly appointed Employees shall be
37 subject to a two (2) year probationary period. The probationary period may be
38 shortened in duration at the sole discretion of the Chief after one (1) year of
39 employment with the Department and after the Employee has completed
40 certifications for Fire Fighter 1 and EMT-Basic. An Employee whose probationary
41 period is reduced to less than a two (2) year period may be returned to
42 probationary status for the remainder of the two (2) year period at the sole
43 discretion of the Chief. During the probationary period, the probationary employee

1 may be discharged or otherwise disciplined at the sole discretion of the Fire Chief
2 without further appeal.

3
4 **Section 7.02 – Promotions:** Any individual promoted within the ranks will be
5 subject to a one (1) year probationary period. During the probationary period, the
6 individual will perform the duties of the position and be subject to all rules,
7 regulations and responsibilities of the promotional position. During the
8 promotional probationary period, the probationary employee may be demoted at
9 any time at the sole discretion of the Fire Chief without further appeal.

10 **ARTICLE VIII – HOURS OF WORK**

11 **Section 8.01 - First Responder and Ambulance On-Call Schedule:** The
12 Employer will first seek to fill First Responder and Ambulance on-call time with
13 volunteers subject to the Employer's right to assign employees to on-call time
14 based on their availability.

15
16 Employees shall submit their First Responder and ambulance availability schedule
17 at least two weeks in advance whenever feasible. The Employer will develop a
18 schedule and will notify Employees of their First Responder and ambulance on-call
19 schedule as soon as administratively feasible.

20
21 Provided adequate staffing, no bargaining unit member shall be involuntarily
22 assigned to more than 12 first responder duty hours per week.

23
24 **Section 8.02 – First Responder and Ambulance Shift Trading:** Employees
25 scheduled for First Responder or Ambulance on-call hours shall be allowed to
26 trade all or part of any such hours with another appropriately qualified Employee
27 with the prior approval of the Chief. The Employee initiating the trade shall be
28 responsible for obtaining the prior approval of the Chief. No trade may result in an
29 employee working more than 212 hours in a work period.

30
31 If due to an unforeseen emergency such as illness or, family emergency, prior to or
32 during on-call hours, and the Employee is unable to find another qualified
33 Employee to cover his/her on-call hours and consistent with paragraph 1 of this
34 section, the Employee shall immediately contact the Chief who will locate a
35 replacement Employee.

36
37 **Section 8.03 – Station Work Hours:** To the extent practical, opportunities for
38 station work shall be distributed as follows: The Chief shall notify employees of the
39 opportunity to perform station work by email, setting a deadline for response. If
40 more employees respond than can be assigned to perform the available work, the
41 qualified employees with the least number of station work hours for the year shall
42 be assigned to the available slots. Determination of the amount, timing and
43 schedule of station work shall be at the Chief's discretion. Station work which must
44 be performed upon short notice shall be at the Chief's discretion and is not subject
45 to notification of employees prior to assigning the work.

1 **Section 8.04 – Work Period:** The work period shall be twenty-eight (28)
2 consecutive days for purposes of compliance with the requirements under the Fair
3 Labor Standards Act. The maximum number of hours in a work period shall not
4 exceed two hundred and twelve (212) hours of work.

5 **ARTICLE IX – FULL-TIME AND PART-TIME POSITIONS**

6 **Section 9.01 - Right of First Refusal:** All part-time and full-time positions
7 created or vacant in the Mequon Fire Department will be posted internally for a
8 period not less than 14 days.

9
10 Part-time and full-time positions will only be posted externally if no qualified
11 internal candidates have applied during the internal posting period.

12
13 **Section 9.02 - Candidate Selection:** Any part-time or full-time position within the
14 bargaining unit will be first filled by qualified internal candidates, where the term
15 “qualified” means holding the minimum required qualifications of the position as
16 established by the Employer for the rank in which the vacancy exists, on the basis
17 of department seniority, with the position offered to the most senior qualified
18 candidate first, then the next most senior and so on until the position(s) is/are filled.

19
20 **Section 9.03 – Seniority:** Seniority for all Employees shall be calculated based
21 on the original date of hire or adjusted date of hire.

22 **ARTICLE X – TRAINING**

23 **Section 10.01 – Training Documentation:** The Employer shall ensure that all
24 EMS-related training is properly documented in department or individual training
25 records to support EMS continuing education requirements. An annual report of
26 all such training shall be provided to each Employee no later than January 30th of
27 the subsequent year.

28 **ARTICLE XI – BARGAINING UNIT EMPLOYEE 29 RESPONSIBILITY**

30 **Section 11.01 – Certification Maintenance:** Employees shall maintain all *basic*
31 certifications and licensures required to hold their position (*CPR and EMT*). An
32 Employee who fails to maintain such certification and licensure will be subject to
33 disciplinary action up to and including termination.

34
35 **Section 11.02 – Approved Lapse of Certification:** Upon a verbal consultation
36 with the Chief and a subsequent written request, a non-officer Employee hired
37 before October 27th, 2007 and with 10 or more years of service, may request that
38 their EMT certification be allowed to lapse.

39
40 Employees may voluntarily demote in order to comply with this Section.

1 **ARTICLE XII – WAGES**

2 **Section 12.01 – Pay Rates:** The wages of employees covered by this Agreement
3 shall be as provided in Appendix “A” attached hereto and made part of this
4 Agreement. Wages shall be paid monthly.
5

6 **Section 12.02 – Call Pay:** Employees engaged in the delivery of fire, rescue and
7 EMS services to the community shall be paid the rank appropriate straight time
8 hourly pay rate prescribed in Appendix A for such time worked.
9

10 **Section 12.03 – Training Pay:** Employees who are authorized by the Chief to
11 attend any Department scheduled training, will be paid at the straight time hourly
12 rate listed in Appendix A.
13

14 **Section 12.04 – Station Work Pay:** Employees assigned to perform station work
15 will be paid at the straight time hourly rate of pay listed in Appendix A for station
16 work. Station work includes, but is not limited to, training preparation, donated
17 structure preparation, testing and maintenance of hose, tools and equipment,
18 station stand by during severe weather and station maintenance.
19

20 **Section 12.05 – Ambulance and First Responder On-Call Pay:** Employees will
21 be compensated at the appropriate straight time hourly rate of pay listed in
22 Appendix A for ambulance and first responder on-call time.
23

24 **Section 12.06 – Vehicle Inspection Pay:** Employees who are assigned to
25 perform inspections of department vehicles will be paid at the straight time hourly
26 rate of pay for their current classification as listed in Appendix A.
27

28 **Section 12.07 – Professional Development Pay:** Employees who are
29 authorized by the Chief to attend a professional development course will be paid
30 \$5.17 per hour for each hour of the course upon completion of and passing the
31 course. The Department will pay the cost of tuition, books and other materials
32 required for the professional development course.
33

34 Upon the successful completion of the EMT – IV certification program, the
35 Department will provide a one-time stipend of \$1550.00.
36

37 **Section 12.08 – Pay Increments:** Employees will be paid a minimum of one (1)
38 hour for the first hour of work and then in quarter-of-an-hour increments for any
39 work that exceeds one (1) hour.
40

41 **Section 12.09 – Court Time:** In the event an Employee is subpoenaed to testify
42 in court on a City of Mequon Fire Department related matter, the Employee shall
43 be paid the rank appropriate pay rate prescribed in Appendix A. Employees shall
44 endorse over to the City of Mequon all witness checks or appearance fees.
45

1 **Section 12.10 – Pay Dates:** Employees will be paid on a monthlybi-weekly basis
2 ~~on~~according to the Employer's ~~last established~~ payroll date in the month following
3 ~~the month worked~~schedule. Employees will be offered a direct deposit option.
4 Employees will receive a monthlybi-weekly report of all paid activities ~~each month~~
5 ~~at the time of payment for such activities~~covered in the bi-weekly payroll at the time
6 of payment. An annual schedule of the monthlybi-weekly payroll ~~dated~~dates will be
7 provided to employees and the Association by January 5th of the respective
8 calendar year.

9
10 **Section 12.11 – Community Education Pay:** Employees assigned to perform
11 community education work including, but not limited to, fire and EMS support for
12 community groups/events, fire inspections, school fire drills and burning permit
13 inspections will be paid at the straight time hourly rate of pay listed in Appendix A
14 for community education work.

15
16 **Section 12.12 – Holiday Pay:** An Employee who is scheduled for an Ambulance
17 On-Call Shift or First Responder On-Call shift on one of the holidays identified in
18 the City's Personnel Code will be paid double the on-call hourly rate of pay for each
19 hour the Employee is on-call on the holiday. An Employee who is scheduled as a
20 Paramedic On Premises on one of the holidays identified in the City's Personnel
21 Code will be paid time-and-one-half the hourly rate of pay identified in 3b of
22 Appendix A for each hour the Employee is serving as Paramedic On Premises on
23 the holiday. Employees, who respond to a call on one of the holidays identified in
24 the City's Personnel Code, will be paid double the Employee's regular hourly rate
25 of pay for the first hour of the call. Time spent responding to a call that exceeds
26 one (1) hour will be paid at the Employee's regular rate of pay. An Employee will
27 not receive more than one type of pay during any period of time. In addition to the
28 holidays identified in the City's Personnel Code, the Opening Day of Deer Hunting
29 season shall be considered an additional Holiday for purposes of this provisions.

30 **ARTICLE XIII – BENEFITS**

31 **Section 13.01 – Workers' Compensation Insurance:** It is the policy of the
32 Employer to provide workers' compensation insurance coverage for employees
33 who are injured during the course and scope of their job consistent with State law.
34

35 **Section 13.02 – Wisconsin Firefighters Association:** The Employer shall pay
36 the Wisconsin Firefighters Association annual Membership dues for all Fire
37 Department Employees.
38

39 **Section 13.03 – Wisconsin Retirement System:** The Employer shall pay the
40 Employer's required contribution to the Wisconsin Retirement System. Effective
41 January 1, 2015, 2016, the Employee shall pay three percent (3%) the full amount
42 of the required employee contribution to the Wisconsin Retirement System and the
43 Employer shall be the remaining portion of the required employee contribution as
44 all other City employees. Eligibility requirements and pensionspension benefits

1 shall be as provided by Statutes and the rules and regulations of the Wisconsin
2 Retirement System.

3
4 **Section 13.04 - Retirement Savings:** The City shall make available to
5 employees in the bargaining unit the opportunity to participate in a Section 457
6 program available to other City employees for which the employee is eligible. Any
7 contributions to such plan shall be at the expense of the participating employee.
8

9 **Section 13.05 - Life and Disability Insurance:** In addition to Worker's
10 Compensation Insurance, the Employer shall provide Employees with the
11 accidental death & disability insurance that provides not less than the following
12 benefits and benefit levels:
13

14 **Death Benefits**

15	Covered Injury/Illness Death Benefit	\$50,000.00
16	HIV Positive Benefit	\$0.00
17	Bereavement Benefit	\$0.00
18	Dependent Child Benefit (per Child)	\$0.00
19	Seat Belt Benefit	\$0.00

20
21 **Impairment Benefits**

22	Dismemberment Benefit	\$10,000.00
23	Visual Impairment Benefit	\$0.00
24	Cosmetic Disfigurement Benefit	\$0.00
25	Permanent Physical Impairment Benefit	\$0.00
26	Felonious Assault Benefit	\$0.00
27	Impairment Modification Benefit	\$0.00

28
29 **Income Protection**

30	Weekly Total Disability Benefit	\$200.00
31	Earned Income Replacement Benefit	\$0.00
32	Partial Disability Benefit	\$0.00
33	First Week Disability Benefit	\$0.00
34	Cost of Living Adjustment Up To	\$0.00
35	Transition Benefit	\$0.00
36	Retraining Benefit	\$0.00

37
38 **Medical Expenses**

39	Medical Expense Benefit	\$1,000.00
40	Plastic Surgery Benefit	\$0.00

41
42 **Family Assistance**

43	Weekly Hospital Confinement Benefit	\$0.00
44	Critical Care Benefit	\$0.00
45	Family Expense Benefit	\$0.00
46	Rehabilitation Benefit	\$0.00

1	Mental Stress Management	
2	(per Person, per Incident)	\$0.00
3	Traumatic Incident Benefit	
4	(per Covered Activity)	\$0.00
5	Health Insurance Premium Benefit	\$0.00

6
7 **Section 13.06 – Employee Assistance Program:** The Employer shall provide an
8 Employee Assistance Program to all employees of the Department. The cost of
9 such program will be paid for by the Employer.

10 **ARTICLE XIV – TOOLS, EQUIPMENT, AND STATION**
11 **ENVIRONMENT**

12 **Section 14.01 – Tools and Equipment:** The Employer shall furnish and maintain
13 in safe working condition all required tools, equipment and apparatus to
14 employees to carry out their job duties. Employees will be responsible for promptly
15 reporting problems with or safety concerns regarding tools, equipment and
16 apparatus. Tools, equipment and apparatus owned by the Employer will not be
17 used for personal purposes.

18
19 **Section 14.02 – Station Furnishings:** If personnel are required to spend
20 night-time hours at the station, the Employer shall provide each Employee on duty
21 with a bed, a sanitary mattress, and clean linen. The Employer shall equip each
22 station with male and female rest rooms. The Employer shall provide each
23 Employee with a City-owned locker for personal items. Employees shall be
24 allowed to provide a padlock for their assigned locker.

25
26 **Section 14.03 – Station Maintenance:** The Employer shall be responsible for
27 maintaining all fire station facilities in safe working condition.

28 **ARTICLE XV – UNIFORMS**

29 **Section 15.01 – Uniforms and PPE:** The purchase, use, wearing and
30 maintenance of uniforms and PPE items shall be subject to the rules and
31 regulations established by the Chief of the Department. The Employer shall
32 provide all required uniform and PPE items for use while on-duty. The Employer
33 shall pay the cost of any new items that are required as a result of changes in the
34 uniform, if such changes are mandated by the Employer.

35
36 **Section 15.02 – Eyewear Replacement:** The Employer shall repair or replace
37 eye wear damaged in the line of duty up to a limit of two hundred dollars (\$200.00)
38 per incident, provided that the original eyewear are of shatterproof materials and
39 the Employee submits receipt for a repair or replacement cost.

40 **ARTICLE XVI – DEPARTMENT COMMUNICATION**

41 **Section 16.01 – Department Postings:** All department communications shall be
42 posted at each station on the bulletin board and/or the duty desk to ensure that all

1 Employees receive these communications in a timely manner. Email shall only be
2 used to supplement these postings. A copy of all department communications
3 shall be provided to the Association at the same time it is distributed to the
4 Employees

5
6 **Section 16.02 – SOPs and SOGs:** A copy of all updates, if any, to department
7 SOPs and SOGs shall be distributed to all Employees and to the Association. No
8 disciplinary action shall be taken against an Employee for the violation of an SOP
9 or SOG that has not been properly communicated.

10
11 **Section 16.03 – Mailboxes:** Each station shall be provided with mailboxes for
12 each Employee. Pay slips and all Fire department communications shall be
13 properly distributed. The Association shall be allowed to use these mailboxes for
14 the distribution of official communications with its members. A mailbox shall be
15 provided for the Association at Station 1 for the receipt of department
16 communications as described in Section 16.01 of this Article and for the conduct of
17 routine business with its members.

18 **ARTICLE XVII – DISCIPLINARY ACTIONS**

19 **Section 17.01 – Documentation:** All disciplinary action, including oral reprimand
20 shall be documented in writing and provided to the Employee in writing in a timely
21 manner.

22
23 **Section 17.02 – Representation:** Employees shall have the right to have an
24 Association representative present for any disciplinary investigation and action.
25 For the purposes of this section, representation shall be provided by one of at least
26 six representatives who shall be identified by the Association to the Employer in
27 writing at least two of whom shall be regularly available between 8am and 8pm.

28
29 Employees shall have the right to file a written response to any discipline which
30 shall become part of the disciplinary record.

31
32 When two employees are involved in the same incident giving rise to discipline,
33 neither shall represent the other.

34
35 **Section 17.03 - Disciplinary Records:** Employees will be notified in writing when
36 a formal written reprimand is placed in their personnel file. The employee shall
37 have the opportunity to respond in writing to any information to which he/she
38 disagrees. Such response shall become a permanent part of the employee's
39 personnel except as provided in the paragraph below.

40
41 Oral warnings will be removed from the employee's personnel file after 24 months
42 if there has been no recurrence of the type or kind of conduct or similar conduct
43 giving rise to the warning. The 24 month period runs from the date of the oral
44 warning.

1 **ARTICLE XVIII – GRIEVANCE PROCEDURE**

2 **Section 18.01:** The grievance procedure provided for in this Article shall apply
3 only to grievances involving the interpretation or application of the specific
4 provisions of this Agreement *provided, however, that suspensions, demotions and*
5 *discharges shall be processed exclusively under the provisions of Section 62.13,*
6 *Wisconsin Statutes.* The grievance process must be initiated within ten (10)
7 working days of the incident or within ten (10) working days of the time the
8 aggrieved became aware or should have been aware of the incident. Any
9 grievances not reported or filed within the time limits set forth above shall be
10 invalid. (Working days for purposes of this Article, shall be Mondays through
11 Fridays, excluding holidays.)
12

13 Any dispute relative to the interpretation or application of this Agreement between
14 the Employer and the Employee shall be handled as follows:

15 Step 1: The Employee, who may be accompanied by a representative of
16 the Association if s/he desires, shall discuss the grievance orally with the Fire
17 Chief. The Fire Chief shall respond orally within ten (10) working days
18 thereafter.

19 Step 2: If the grievance is not satisfactorily settled at Step 1, the grievance
20 shall, within ten working days after the oral response of the Fire Chief be
21 submitted in writing to the Fire Chief. The Fire Chief shall respond in writing
22 within ten (10) working days thereafter.

23 Step 3: If the grievance is not satisfactorily settled at Step 2, the grievance
24 shall, within the (10) working days, be submitted to the City Administrator.
25 Within ten (10) working days of receipt of the grievance, the City Administrator
26 shall confer with the concerned parties. A written determination of the
27 grievance shall be submitted to the grievance by the City Administrator within
28 ten (10) working days after conferring with the parties.

29 Step 4: If the grievance is not satisfactorily settled at Step 3, the grievance
30 may be submitted in writing to the Wisconsin Employment Relations
31 Commission for the purpose of arbitration. Any decision issued by said
32 Commission, within its jurisdiction, shall be final and binding on both parties. If
33 the parties are unable to mutually agree on a WERC staff member to arbitrate
34 the grievance, the parties shall request a panel of seven (7) arbitrators from the
35 WERC. The parties shall alternatively strike from the list provided by the
36 WERC, with the party filing the grievance going first, until one person remains.
37 The remaining person shall be the arbitrator for the grievance at issue.
38

39 **Section 18.02:** The arbitrator shall neither add to, detract from nor modify the
40 language of this Agreement in arriving at a determination of any issue presented.
41 It is the intent of this Section that both the Association and the City desire the
42 arbitrator to expressly confine him/herself to the precise issue(s) submitted for
43 arbitration. The arbitrator shall have no authority to determine any other issue not
44 so submitted to him or to submit observations or declarations of opinion which are
45 not directly essential in reaching the determination.

1 **Section 18.03:** All expenses which may be involved in the arbitration proceeding
2 shall be borne by the parties equally, except that:

3 a) The expenses related to the calling of witnesses or the obtaining of
4 depositions or any other similar expenses associated with such proceedings shall
5 be borne by the party at whose request such witnesses or depositions are
6 required.

7 b) Each party shall be responsible for the costs of its own attorney fees and
8 expenses.

9
10 **Section 18.04:** When a grievance is required to be in writing, it shall state the
11 specific provision or provisions of the Agreement alleged to have been violated.

12
13 **Section 18.05:** All appeals of duly filed grievances not submitted by the grievant
14 or his/her representative within the time limit specified, shall be deemed
15 abandoned grievances and as such, shall be considered as being resolved in favor
16 of the Employer. This provision does not apply to Step 1 of the grievance process.
17 Also, if any City representative (Fire Chief, City Administrator or their designees
18 fails to take action within the specified time limits, the grievance shall be resolved
19 in favor of the grievance, and the City shall within ten (10) working days of notice
20 pursuant to this section cause to be implemented the relief requested. This section
21 shall not apply to Step 1 of the grievance process.

22
23 **Section 18.06:** The Association agrees to furnish the City Administrator with an
24 up-to-date list of the members and chairman of its Grievance Committee.

25
26 **Section 18.07:** No grievance shall be submitted or processed under this
27 Agreement which relates to a period prior to the execution date of this Agreement.
28 Any grievance pending prior to the execution date of this Agreement shall be
29 governed by the terms and provisions of the preceding Agreement, if any.

30
31 **Section 18.08:** A written reprimand from the Fire Chief may be grieved, but only
32 through step three of the grievance process.

33 **ARTICLE XIX – ASSOCIATION ACTIVITY**

34 **Section 19.01 – Association Meetings:** The Fire Chief shall not schedule
35 training or duty that can be performed at other times on the third Monday of each
36 month.

37
38 There shall be no Association meetings or other Association business or activity by
39 any bargaining unit employee while on paid emergency duty, during department
40 meetings, or during department training.

41
42 Association meetings may be held at the Fire Station provided the Fire Chief or
43 Deputy Fire Chief has given prior approval and the meeting does not interfere with
44 the business of the Fire Department or other scheduled events.

1 To facilitate emergency response, the Employer shall allow the Association to use
2 the premises of Station 1 to conduct monthly, special, and committee meetings.

3
4 **Section 19.02 – Meeting Participation:** All Association Employees shall be
5 allowed to attend Association meetings regardless whether they are on scheduled
6 duty, provided that Employees are available to respond to an emergency.

7
8 **Section 19.03 – Association Bulletin Board:** The Employer shall provide
9 bulletin board space for the Association’s use at Station 1 and Station 2. The
10 bulletin board shall be used for official Association business including notices for
11 meetings, recreational, and social events.

12
13 **Section 19.04 – Association Representatives:** The Association agrees to
14 conduct its business off the job as much as possible. Employees elected or
15 appointed to represent the Association shall be allowed time to perform required
16 Association functions while on duty except when responding to an emergency and
17 *provided that this activity does not interfere with the employees’ performance of his*
18 *or her duty.*

19 **ARTICLE XX – COMPLETE CONTRACT**

20 **Section 20.01:** This Agreement constitutes an entire Agreement between the
21 parties and no verbal statement shall supersede any of its provisions.

22
23 **Section 20.02:** The parties acknowledge that this Agreement is the result of the
24 unlimited right and opportunity afforded to each of the parties to make any and all
25 requests and proposals with respect to the subject of rates of pay, hours of work
26 and conditions of employment and incidental matters respecting thereto.

27 **ARTICLE XXI – NO WAIVER OF RIGHTS**

28 **Section 21.01:** Neither party to this Agreement waives any rights possessed by it
29 under State or Federal laws, Regulations or Statutes, including Section 111.70,
30 Wisconsin Statutes. It is intended by the provisions of this Agreement, that there
31 be no abrogation or limitation of duties, obligations, or responsibilities of the
32 Employer, the Board of Police and Fire Commissioners, or the Fire Chief which are
33 provided for either by State Statutes or charter ordinances of the City of Mequon.
34 In the event of a conflict between the provisions of this Agreement and such State
35 statutes or charter ordinances, the latter shall, in all cases, be applicable and shall
36 prevail. General ordinances of the City of Mequon here to related shall be in full
37 force and effect except as expressly provided otherwise in this Agreement.

38 **ARTICLE XXII – NO STRIKE**

39 **Section 22.01:** The Association pledges itself to make every effort to maintain
40 unimpaired the fire and ambulance services provided to the community. It shall not
41 cause, counsel or permit its members, of any of them individually, or in concert to
42 strike, slow down, disrupt, impede or otherwise impair the normal functions of the

1 Department, or to refuse to perform any customarily assigned duties for the
2 Employer, nor shall any employee participate in such prohibited activity. The
3 occurrence of any such prohibited activity by the Association or employees shall
4 be deemed illegal and violation of this Agreement shall render the Association and
5 the employees subject to the penalties provided herein.

6
7 **Section 22.02:** Should one or more members of the bargaining unit during the
8 term of this Agreement or any extension thereof, breach the obligations of Section
9 22.01, the Employer shall immediately notify the officers of the Association that a
10 prohibited action is in progress. The Association shall immediately, and in any
11 event within twelve (12) hours, by the senior responsible officer of the Association,
12 disavow said strike, shall order its member or members in writing to return to work
13 or cease the prohibited activity and provide the Employer with a copy of its order or
14 alternatively accept responsibility for such strike.

15
16 **Section 22.03:** Whether or not the Association is liable for any activity prohibited
17 by Section 22.01, any employee who engages in any such activity may be subject
18 to the following penalties:

- 19 a) Discharge, or other disciplinary action.
- 20 b) Loss of compensation and other benefits.
- 21 c) Extra hours of work without pay.

22
23 **Section 22.04:** In addition to any action or penalties provided in this Article, the
24 Employer may enforce any other legal rights and remedies to which by law it is
25 entitled.

26
27 **Section 22.05:** There shall be no lockout by the Employer during the term of this
28 Agreement or any extension thereof.

29 **ARTICLE XXIII – SUBSTANCE ABUSE**

30 **Section 23.01:** The City of Mequon Drug Testing Policy as published in the
31 Employee Policies and Procedures Manual shall be incorporated in the Agreement
32 as an appendix.

33 **ARTICLE XXIV – AMENDMENTS AND SAVING CLAUSE**

34 **Section 24.01:** This Agreement may not be amended except by the mutual
35 consent of the parties in writing.

36
37 **Section 24.02:** If any provisions of this Agreement shall be held invalid, the
38 validity of the remaining portions of this Agreement shall not be affected and the
39 parties shall immediately meet to re-negotiate such invalid portions.

40 **ARTICLE XXV – DURATION**

41 **Section 25.01:** This Agreement shall be effective as of January 1, 2016 and shall
42 remain in effect through December 31, 2017. In the event a new agreement is not

1 reached by this date, all benefits and conditions of this Agreement shall carry on
2 until a successor agreement is negotiated, provided that it does not exceed three
3 (3) calendar years in duration. In the event the new agreement is desired to take
4 effect after the termination of this Agreement, the Association shall give written
5 notice of its desire to commence negotiations on or about July 1 in the year in
6 which the contract terminates. Thereafter the parties shall mutually agree to a date
7 to exchange proposals and commence bargaining.

8 **ARTICLE XXVI – PARAMEDIC ON PREMISES**
9 **PARAMEDIC(POP) PROGRAM**

10 **Section 25.01:** Effective March 1, 2014, the City will implement an Paramedic On
11 Premises-Paramedic Program that will be staff 24 hours per day, every day of the
12 year.
13

14 **Section 26.02:** An On Premises Paramedic shift is defined as twenty four and
15 one-half (24.5) hours. If an employee is scheduled for a full shift of 24.5 hours,
16 eight hours of the shift (11:00 p.m. – 7:00 a.m.) will be deemed sleep time and will
17 not be counted as hours of work for purposes of determining whether an employee
18 has exceeded the maximum number of hours of work permitted in the work period
19 and thus, is eligible for overtime pay for hours worked in excess of the allowable
20 maximum. If a paramedic, who is scheduled to work a full shift, is unable to obtain
21 at least five (5) hours of sleep during a shift, which need not be a continuous five
22 (5) hours, the entire shift will be counted as hours of work.
23

24 **Section 26.03 - Shift Trading:** Employees scheduled for On Premises Paramedic
25 shifts shall be allowed to trade any or all of their shift hours with another
26 appropriately qualified Employee with the prior approval of the Chief. The
27 Employee initiating the trade shall be responsible for obtaining the prior approval
28 of the Chief. No trade may result in an employee working more than 212 hours in
29 a work period.
30
31

1 Signed this ___ day of _____, ~~2014~~20_____.

2

3 **CITY OF MEQUON**

**MEQUON FIRE AND EMS
ASSOCIATION**

4

5

6

7

8 _____
Dan Abendroth, Mayor

Nicholas Boehlke, President

9

10

11

12 _____
~~Lee Szymborski~~William Jones, City Administrator

13

1 Appendix A

Line	Classification/Type of Pay	01/01/1416 – 6/30/12 (0% ATB)/31/17
1	Captain	24.07 26.07
2	Lieutenant	23.74 25.71
3a	Paramedic On-Premise-Paramedic On	23.45 25.45
3b	Premises (POP)	16.00 16.32
4	EMT-IV	23.20 25.20
5	MPO	23.20 25.20
6	Firefighter and/or EMT	23.00 25.00
7c	Probationary Step 3	20.67
7b	Probationary Step 2	18.34
7a	Probationary Step 1 (Trainee)	16.02
8	Vehicle Inspections	individual rate
9	Training	Individual rate
10	Station Work	16.02
11	Ambulance Trainee On-Call	0.00
12	Ambulance On-Call	3.00
13	First Responder On-Call	3.00
14	Community Education	16.02

2

3 Notes:

4 Line 4 - EMT-IV: For EMS calls, employees with EMT-IV license paid at the EMT-IV rate
5 unless holding rank of Lieutenant or Captain, then paid at the Lieutenant or Captain rate

6

7 Line 5 - MPO: Employees with the rank of MPO paid at the MPO rate for Fire and Rescue calls.
8 Paid at the EMT-IV or EMT rate for EMS calls

9

10 Line 7a - Probationary Step 1: Probationary employee < 6 months employment. Lower rate
11 will only apply to those hired after December 8, 2009

12

13 Line 7b - Probationary Step 2: Probationary employee >= 6 months, but < 1 year of
14 employment. Lower rate will only apply to those hired after December 8, 2009

15

16 Line 7c - Probationary Step 3: Probationary employee >= 1 year of employment. Lower rate
17 will only apply to those hired after December 8, 2009

18

19 Line 10 – Officers who are assigned by the Chief to act as a supervisor when performing
20 station work will be paid at their individual officer rate for the time spent supervising station
21 work

22

23 Line 11 - Ambulance Trainee On-Call: Any additional staff member on-call for ambulance
24 beyond the number of on-call personnel assigned to the shift

25

26

27 Line 12 & 13 – First Responder Ambulance On-Call: will not be paid “on call” pay for time
28 spent responding to calls. Will only receive call pay for time spent responding to calls.
29 Effective date for First Responder on-call pay is April 1, 2008. January 1, 2017, will \$1.50 per
30 hour “on call pay” for time spent responding to calls in addition to call pay for.

1
2 Line 13 - Officers who are assigned to act as a supervisor when performing work that is paid at
3 a task rate will receive a premium of \$1/hour for time spent supervising.
4

APPOINTEE INFORMATION SHEET

Name of Board or Commission: Economic Development Board

Position: Member
(Indicate Member, Trustee, Alternate, Architect, etc).

Name of Appointee: Rick Shneyder

Address: 5403 W. River Trail Road (53092)
(Include zip code)

Appointment By Mayor: X By Alderman _____
(Name)

At Large Appointment: X Aldermanic
Dist. Appointment _____
(Dist. Number)

Appointee Term Length: Fulfilling remaining 29 months/
3 year term Appointee Term
Expiration Date: 5/1/2018

Comments: _____

TYPE OF APPOINTMENT

New: X Reappointment: _____

If new, is this appointment filling an unexpired term? Yes: _____ No: _____

Name of person being replaced: William Arpe

Date submitted to Council: January 12, 2016