



Common Council
Tuesday, February 9, 2016; 7:30 PM
Christine Nuernberg Hall

AGENDA

1) Call to Order, Pledge of Allegiance, Roll Call

2) Public Hearings:

- 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 at Common Council January 12, 2016.**

- b) **2016-1466** – An amendment to City of Zoning Map by JG Venture for a 221 acre property located at 11446 N. Farmdale Road and the Northwest Corner of Mequon Road and Farmdale Road for a 20-Lot conservation single-family residential subdivision **Recommended by Planning Commission January 11, 2016; First Reading at Common Council January 12, 2016.**

3) 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.**

4) Public officials' reports:

- a) Mayor
- b) City Administrator

5) Consent Agenda

- a) Common Council meeting minutes of January 12, 2016
- b) Architectural Board meeting minutes of December 14, 2015
- c) Bureau of Permits and Inspections Report for December 2015
- d) Finance–Personnel Committee meeting minutes of December 8, 2015
- e) Fire Department Report for December 2015
- f) Mequon Festivals Committee meeting minutes of November 2 and November 17, 2015
- g) Planning Commission meeting minutes of December 7, 2015
- h) Public Works Committee meeting minutes of November 10 and December 8, 2015
- i) Zoning Enforcement and Site Compliance Report through February 1, 2016
- j) **RESOLUTION 3354** - A Resolution to Observe International Migratory Bird Day **Recommendation forthcoming by Public Welfare Committee February 9, 2016.**

6) Ordinances:

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- b) **2016-1465** – Ordinance Repealing and Recreating Article V, Section 2-236(5), Mequon Code (Meals) **Recommended by Finance-Personnel Committee January 12, 2016; First Reading at Common Council January 12, 2016.**
- c) **2016-1466** – An amendment to City of Zoning Map by JG Venture for a 221 acre property located at 11446 N. Farmdale Road and the Northwest Corner of Mequon Road and Farmdale Road for a 20-Lot conservation single-family residential subdivision **Recommended by Planning Commission January 11, 2016; First Reading at Common Council January 12, 2016.**
- d) **2016-1467**- An amendment to a PUD approval for the Sarah Chudnow Campus located at 10995 N. Market Street to reduce the overall site acreage from 19.4 to 16.9 acres **Recommendation forthcoming by Planning Commission on February 8, 2016; First Reading.**
- e) **2016-1468** - An Amendment to the City of Mequon Zoning Map by Lakeside Development for a 10 acre property located immediately south of 11104 Oriole Lane from R-3 (Single-Family Residential) with C-2 (General Conservancy) to R-3 with C-2 and PUD (Planned Unit Development) **Recommendation forthcoming by Planning Commission on February 8, 2016; First Reading.**
- f) **2016-1469** – Amendment to the City of Mequon zoning map for approximately 2.22 acres located at 11351-11363 N. Port Washington Road from B-3 (Office) to B-2 (Community Commercial) and a Land Use Plan Map Amendment from Office to Community Commercial **Recommendation forthcoming by Planning Commission on February 8, 2016; First Reading.**

7) Resolutions:

- a) **3350** - Initial Resolution Authorizing General Obligation Bonds in an Amount Not to Exceed \$9,020,000 **Recommendation forthcoming by Finance-Personnel February 9, 2016.**
- b) **3355** - An Amendment to City of Mequon Approved Development Agreement to Extend the Project Completion for Phase II: Cafe Hollander **Recommendation forthcoming by Planning Commission February 8, 2016 and by Finance-Personnel Committee February 9, 2016.**
- c) **3356** – 2016 DPW Equipment Replacement **Recommendation forthcoming by Public Works February 9, 2016.**
- d) **3357** – Approving the Town Center Business Development Loan Program for Ruby Tap **Recommended by Economic Development Board February 2, 2016; Recommendation forthcoming by Finance-Personnel Committee on February 9, 2016.**
- e) **3358** – Road reservation vacation by WE Energies to remove a 30-foot road reservation for property located at 7980 W. Donges Bay Road **Recommendation forthcoming by Planning Commission February 8, 2016.**
- f) **3360** – Resolution in support of the preservation of tax-exempt financing **Recommendation forthcoming by Finance-Personnel February 9, 2016.**

6) **Ordinances:**

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- f) **3360** – Resolution in support of the preservation of tax-exempt financing **Recommendation forthcoming by Finance-Personnel February 9, 2016.**

g) **3361** - Resolution Approving the Revolving Loan Fund Application for Big Shots Sports
**Recommended by Economic Development Board on February 2, 2016 and Recommendation
forthcoming by Finance-Personnel Committee on February 9, 2016.**

h) **3346** – Approving the contract to purchase for the Town Center City owned property known as 6200 W
Mequon Road, 6300 W. Mequon Road, 11300 and 11350 N. Buntrock Avenue **Recommendation
forthcoming by Finance-Personnel Committee February 9, 2016.**

8) Specified Unfinished Business: None

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

10) Specified Miscellaneous New Business: None

11) Closed Sessions:

a) Convene into closed session pursuant to Section 19.85(1)(e), Wisconsin State Statutes, deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session (Land Acquisition).

b) Convene into closed session 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 (Claim of the Lakes of Ville du Parc Condominium Association).

c) Convene into closed session pursuant to Section 19.85(1)(c), Wisconsin State Statutes, considering employment, promotion, compensation or performance evaluation date of any public employee over which the governmental body has jurisdiction or exercises responsibility (Personnel-Evaluations).

d) Reconvene into open session

12) RESOLUTION 3359 – A resolution disallowing the claim of the Lakes of Ville du Parc Condominium Association, Inc. relating to the Shoreland Nature Preserve.

13) Adjourn

Dated: February 4, 2016

/s/ Dan Abendroth, Mayor

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

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

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

**CITY OF MEQUON
COMMON COUNCIL**

draft

**Regular Meeting
January 12, 2016**

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; 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, Assistant Finance Director Rudychev; Fire Chief Bialk, press and interested public

ABSENT: Alderman Adams

- 1) **Public Hearings:** None
- 2) **Personal appearances and public comment:** None
- 3) **Public official's reports:**
 - a) **Mayor:** None
 - b) **City Administrator:** Effective January 1, 2016, the Department of Community Development will now require refundable deposits on building permits to ensure that final inspections are completed in compliance with all City requirements. The goal is to reduce the number of open permits that accrue into the future. Full deposit amounts will be returned 3-4 weeks after the project's completion. Required deposits will be 10% of building permit fee, with a minimum of \$61.

Mequon is one of three governmental entities in the state of Wisconsin to receive three financial awards from the Governmental Finance Officers Association (GFOA). The awards received for fiscal year 2014 include the Certificate of Achievement for Excellence in Financial Reporting, the Award for Outstanding Achievement in Popular Annual Financial Reporting, and the Distinguished Budget Presentation Award.
- 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 Reports 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 Subdivision. **Recommendation forthcoming by Planning Commission January 11, 2016.**

Moved by Alderman Strzelezyk, seconded by Alderman Nerbun to approve the consent agenda.

The motion passed by voice acclamation 7/0.

- 5) **Convene as Committee of the Whole:** There being no objection, the Mayor declared the Common Council convened as the Committee of the Whole (7:37 PM).

- a) Item for Discussion – DPW Combined Facility

Director Lundeen stated that the bid opening occurred on January 5, 2016. It resulted in seven bidders, all coming in higher than the estimate. The goal for the Committee is to 1) discuss causes for those increases, 2) how staff recommends proceeding with the structure for the potential award; and 3) to obtain Committee consensus on how to move forward with an increased borrowing over the original estimate. Cost estimates are high due to the identification of the need to remove two feet of non-structural fill from underneath the section of the addition on the building.

Staff identified two items, the warm storage facility and the automatic wash bay, as items that came in at a much larger cost per square foot estimate than anticipated. Staff recommends the elimination of these two items thus reducing the overall cost by \$1,000,000. As a result, the new proposed borrowing is anticipated to be \$9.1M, a 4.5% increase over the original estimate of \$8.7M.

Contingencies for unexpected costs and allowances for items that were not part of the bid but that would still be required to complete the project (i.e., furniture, construction management fees) are still included in the proposed borrowing.

Committee of the Whole concurs with staff's recommendations.

There being no objection, the Mayor declared the Committee of the Whole reconvened as the Common Council at 7:48 PM.

6) **Ordinances:**

- a) **ORDINANCE 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 Committee November 10, 2015; First Reading.**
- b) Moved by Alderman Nerbun, seconded by Alderman Strzelczyk to approve **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.

Moved by Nerbun, seconded by Mayr to amend this ordinance by adding the ending time of 1:00 am on New Year's Eve.

Motion passed by roll call vote 7/0.

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

Opposed: None

- c) **ORDINANCE 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) **ORDINANCE 2016-1466** – Amendment to the City of Mequon 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) Moved by Alderman Pukaite, seconded by Alderman Hawkins to approve **RESOLUTION 3345** – Approving Purchase of Fire Department Self Contained Breathing Apparatus.

Motion passed upon roll call vote 7/0:

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

Opposed: None

- b) Moved by Alderman Pukaite, seconded by Alderman Nerbun to approve **RESOLUTION 3351** – Resolution Authorizing the Redemption of the City of Mequon \$16,965,000 General Obligation Refunding Bonds, Series 2005B.

Motion passed upon roll call vote 7/0:

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

Opposed: None

- c) Moved by Alderman Mayr, seconded by Alderman Hawkins to approve **RESOLUTION 3352** – Approving the Agreement Between the City of Mequon and the Mequon Fire and EMS.

Motion passed upon roll call vote 7/0.

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

Opposed: None

- 8) **Specified Unfinished Business:** None

- 9) **Presentation of Petitions, Memorials, and/or Remonstrance's and Communications:**
None

- 10) **Specified Miscellaneous New Business:** Moved by Alderman Nerbun, seconded by Alderman Mayr to approve the Mayoral Appointment to the Economic Development Board of Rick Shneyder, Member At Large.

Motion passed by voice acclamation 7/0.

- 11) **Convene to Closed Session:**

- a) Moved by Alderman Strzelczyk, seconded by Alderman Nerbun to convene into closed session at 7:55 PM 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).

Motion passed upon roll call vote 7/0:

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

Opposed: None

- 12) **Adjourn:** Moved by Alderman Pukaite, seconded by Alderman Strzelczyk to adjourn at 8:15 PM.

Motion passed by voice acclamation 7/0.

William H. Jones, Jr., City Clerk



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INSPECTION DIVISION

Architectural Board Minutes

December 14, 2015

PRESENT: **Substitute Chairman:** Roger Davison

Members at Large: Scott Reed, Robert Chich, Daniel Morgan, John Myers

Aldermanic District
Members: Janet Ehn, Jim Youngquist, Paul Mattingly, Bruce Nordgren

Building Inspector: Michael Rakow

NOTE: ARCHITECTURAL BOARD CONDITIONS ARE NOT SUBJECT TO SUBDIVISION DEED RESTRICTIONS OR APPROVALS.

- A. 1. Architectural Board Minutes of November 9, 2015
 Moved to Approve: Davison
 Secoded By: Myers
 Vote: Unanimous

B.

No.	Ald. Dist. / Time	Type of App	Owner(s) / Project Address	Contractor
1)	Dist. 6 6:30pm	Re-Submittal: <u>New Single Family Residence</u>	William Ryan Homes 10787 N. Whitetail Court Subd: Whitetail	Cont: William Ryan Homes Arch:
Moved to Approve: <u> Davison </u> Secoded by: <u> Chich </u> Approved: <u> Yes </u> Vote: <u> Unanimous </u> Conditions: Plans approved as submitted with the condition that gable brackets are consistent on all elevations				

2)	Dist. 1 6:35pm	New: <u>Single Family</u> <u>Residence</u>	Dr. Zhenghao Wu & Yanhong Xu 12813 N. Highgate Court Subd: Highgate	Cont: Life Homes, Inc. Arch: Josh Thorson
<p>Moved to Approve: <u>Youngquist</u></p> <p>Seconded by: <u>Reed</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>Unanimous</u></p> <p>Conditions: Plans approved as submitted with the condition that shutters and keystone are added where applicable on all elevations.</p>				

3)	Dist. 3 6:40pm	New: <u>Single Family</u> <u>Residence</u>	Amrita Sekhon 11439 N. Creekside Court Subd: Concord Creek	Cont: Korndoerfer Homes Arch: SHP
<p>Moved to Approve: <u>Reed</u></p> <p>Seconded by: <u>Morgan</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>Unanimous</u></p> <p>Conditions: Plans approved as submitted with the condition that Rear and Left elevations include bracket for consistency.</p>				

4)	Dist. 4 6:45pm	New: <u>Single Family</u> <u>Residence</u>	Tim O'Brien Homes Lot #1 Subd: Highlander Estates	Cont: Tim O'Brien Homes Arch: Tim O'Brien Homes
<p>Moved to Approve: <u>Mattingly</u></p> <p>Seconded by: <u>Morgan</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>Unanimous</u></p> <p>Conditions: Plans approved as submitted.</p>				

5)	Dist. 4 6:50pm	New: <u>Single Family Residence</u> CANCELLED	Veridian Homes LLC Mourning Dove Lane Subd: The Enclave at Mequon	Cont: Veridian Homes LLC Arch: Veridian Homes LLC
<p>Moved to Approve: _____</p> <p>Seconded by: _____</p> <p>Approved: _____</p> <p>Vote: _____</p> <p>Conditions:</p>				

6)	Dist. 5 6:55pm	New: <u>Single Family Residence</u>	Ajay Goel 14300 N. Saddlebrook Lane Subd: N/A	Cont: Creekwater Carpentry Arch: James Hoffman
<p>Moved to Approve: <u>Nordgren</u> _____</p> <p>Seconded by: <u>Morgan</u> _____</p> <p>Approved: <u>Yes</u> _____</p> <p>Vote: <u>Unanimous</u> _____</p> <p>Conditions: Plans approved as submitted with the condition that the middle chimney is eliminated.</p>				

7)	Dist. 5 7:00pm	Addition: <u>Music Room</u>	Patti Johnson 11855 N. Sandhill Circle Subd: Preserve at Glen Oaks	Cont: Lakeside Development Arch: N/A
<p>Moved to Approve: <u>Nordgren</u> _____</p> <p>Seconded by: <u>Morgan</u> _____</p> <p>Approved: <u>Yes</u> _____</p> <p>Vote: <u>Unanimous</u> _____</p> <p>Conditions: Plans approved as submitted with the condition that all new materials are to match existing.</p>				

CITY OF MEQUON
WISCONSIN

DEPARTMENT OF COMMUNITY DEVELOPMENTS

BUREAU OF PERMITS AND INSPECTIONS

DECEMBER 2015

MONTHLY FEE'S REPORT

Type of Permit	No.	This Month Fees	No	Year to Date Fees	No	Last Year to Date Fees
Building Applications	4	367.00	137	14,248.00	127	12,189.00
Building Permits	43	8,463.12	780	354,869.74	745	475,333.10
Heating Permits	58	10,763.96	596	89,354.79	578	85,387.14
Temp. Occupancy Permits	8	588.00	72	3,776.00	58	2,760.00
Occupancy Permits	15	1,618.00	111	8,281.00	117	7,603.00
Cert. of Compliances	0	0.00	223	13,603.00	318	19,461.00
Moving Permits	0	0.00	0	0.00	1	0.00
Razing	2	122.00	28	1,708.00	19	1,037.00
Plumbing Permits	87	7,950.00	992	112,482.00	1008	138,259.50
Electrical Permits	74	9,347.88	964	96,215.51	980	124,107.64
Well Abandonment Permit	0	0.00	8	488.00	14	793.00
Well Operation Permit	1	122.00	3	366.00	4	488.00
Early Start	0	0.00	4	549.00	9	1,830.00
Total	292	\$ 39,341.96	3918	\$ 695,941.04	3978	\$ 869,248.38

CITY OF MEQUON
WISCONSIN

DEPARTMENT OF COMMUNITY DEVELOPMENT
BUREAU OF PERMITS AND INSPECTIONS

*DECEMBER 2015 *
MONTHLY VALUE'S REPORT

Type of Permit	This Month		Year to Date		Last Year	
	No.	Value	No.	Value	No.	Value
Residences	0	0.00	44	22,913,208.00	61	29,623,103.00
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	18	331,246.00	338	10,797,291.52	334	12,496,732.71
Misc Residential	13	149,147.00	294	3,667,124.30	248	3,056,284.50
Commercial New/Addition	1	14,000.00	7	10,968,493.00	14	20,753,815.00
Commercial Remodel	9	70,770.00	52	2,627,055.00	23	1,315,469.00
Commercial Tenant	2	23,000.00	22	2,523,481.00	23	2,214,197.00
Utility	0	0.00	6	127,000.00	14	281,500.00
School/Church/Public Add/Ren	7	1,605,970.00	13	2,510,710.00	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	29	0.00	19	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	52	\$ 2,194,133.00	815	\$ 62,197,092.82	756	\$ 72,472,994.21

*Total Permits Issued, 2 Residences per 1 Unit



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Office of the City Administrator

**FINANCE-PERSONNEL COMMITTEE
MEETING MINUTES
December 8, 2015**

Present: Mayor Abendroth, Aldermen Leszczynski, Mayr, Pukaite (6:17 PM)

Also Present: Alderman Hawkins (6:20 PM), City Administrator Jones, Assistant City Administrator Thyges, Finance Director Watson, Deputy City Clerk Fochs, Director of Public Works/City Engineer Lundeen, Len McCaw-IT Advocate, James Mann, Senior Municipal Advisor/Vice President-Ehlers & Associates, Executive Assistant Prosser,

Mayor Abendroth called the meeting to order at 6:14 PM.

Approve minutes from the November 10, 2015 meeting

Action: Motion to approve the November 10, 2015 meeting minutes (Mayr/Leszczynski).

Result: Motion passed by voice acclamation.

License applications

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

Result: Motion passed by voice acclamation.

Vouchers for payment

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

Result: Motion passed by voice acclamation.

Financing options for the new combined Public Works Facility

Finance Director Watson stated the Committee has been provided four different financing options for consideration with regard to the new combined Public Works facility. Mr. Watson stated staff has worked with the City's financial advisors, Ehlers & Associates, to develop the financing options. Mr. Watson noted, based on the information provided by Ehlers, staff recommends consideration of the Level Debt Service Payment option with a fifteen year amortization as it has the lowest total cost over the life of the bonds. Mr. Watson went on to say, staff is looking for consensus from the Committee on the preferred option with the intent to come back to the Committee at their next meeting with an initial resolution. James Mann from Ehlers & Associates was present at the meeting to review the financial options and answer questions of the Committee.

The Finance & Personnel Committee supported staff's recommendation of the Level Debt Service Payment option with a fifteen year amortization.

RESOLUTION 3347 – Authorizing the Execution of a Professional Services Agreement for Information Technology Management Services

Action: Motion to approve RESOLUTION 3347 – Authorizing the Execution of a Professional Services Agreement for Information Technology Management Services (Mayr/Pukaite)

Result: Motion passed by voice acclamation. Resolution 3347 recommended to Common Council for approval.

RESOLUTION 3348 - Approving a Transfer of Funds from the Contingency Account to Various Department Accounts in the General Fund

Finance Director Watson stated a 1.75 percent pay adjustment was approved for non-represented employees in 2016. Mr. Watson noted a resolution is before the Committee to approve the transfer of funds from the contingency account to various department budgets affected by the adjustment.

Action: Motion to approve RESOLUTION 3348 - Approving a Transfer of Funds from the Contingency Account to Various Department Accounts in the General Fund. (Pukaite/Leszczynski)

Result: Motion passed by voice acclamation. Resolution 3348 recommended to Common Council for approval.

Status Report on the Implementation of the Merit Pay System

Assistant City Administrator Thyes provided the Committee with a verbal update on the status of the implementation of the merit pay system. Mr. Thyes stated the initial goal was to have the merit pay system in place by the end of 2015, however, due to other projects taking precedent; the completion of the project has been extended. Mr. Thyes went on to say, the new time line is for the merit pay system to be in place by 2016 mid-year, with performance evaluations taking place in 2017 based on an employee's performance during the last half of 2016 rather than the full year.

Adjourn

Action: Motion to adjourn (Pukaite/Leszczynski)

Result: Motion passed by voice acclamation. Meeting adjourned at 6:45 PM.

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

Mequon Fire Department
Monthly Report
 December 2015



Calls for Service

Call Type	December 2015	YTD 2015	YTD 2014
EMS	138	1,421	1,262
Fire	51	496	469
Total	189	1,917	1,731

Response Times

Call Type	Average Response Time
First Responder	4:49
Ambulance	9:08
Fire	8:59

Fire Calls

Type/Cause	Number
Fire (structure, car or vegetation)	2
Rescue/EMS (water/ice rescue or search for lost person)	17
Hazardous Condition (no fire, chemical/electrical problem, gas leak)	6
Service Call (smoke removal, mutual aid standby)	6
Good Intent Call (cancelled enroute to alarm or smoke mistaken for fire)	2
False Alarm/False Call (fire alarm, co alarm, or malfunction of system)	18
Severe Weather	0
Monthly Total	51

EMS Calls – By Dispatch Reason/Most Common

Type/Cause	Number
Fall Victim	16
Breathing Problem	10
Unconscious Person	5
Lift Assist	15
Stroke/CVA	5
Sick	7
Traffic Accident	26
Altered Mental Status	8
Chest Pain	7
Seizures	1

Monthly Training

Type	Average Attendance
Fire/EMS	41
Dive/Tech Rescue	7

Community Education

Activity	Number of Attendees
Department Tour/Fire Prevention Presentation* (Tour groups, birthday parties, community events)	30
Fire Prevention Talk (Onsite - school, facility, business, etc.)	0

Administrative

Activity	Number
False Alarm Charges	14
Burn Permits Issued	2
Fire Inspections	311



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Office of the City Administrator

**Mequon Festivals Committee
November 2, 2015
Meeting Minutes**

Members Present: Alan Day, Kirsten Hildebrand, Al McIlwraith, Vanessa Nerbun, Committee Chair
Sharon Stillman

Not Present: Alderman Pam Adams, Bridget King

Also Present: Executive Assistant Prosser

The meeting was called to order by Committee Chair, Vanessa Nerbun, at 6:16 PM

Approve meeting minutes of October 12, 2015 meetings

Action: Motion to approve meeting minutes of October 12, 2015 (McIlwraith/Day)

Result: Motion passed by voice acclamation.

Winter Wonderland of Mequon - Event Planning Updates

Sponsorship

Committee Chair, Vanessa Nerbun, circulated updated sponsorship forms to the Committee. Al McIlwraith suggested making a distinction between the \$100 and \$250 sponsor levels, or provide one level with the same event sponsor opportunities. Alan Day suggested providing a range; \$100-\$250. Sharon Stillman suggested asking vendors to consider making a donation to the festivals committee since vendors are not required to pay an entrance fee. The Committee agreed to extend the sponsorship deadline to November 12 to allow more time to promote sponsors on the event poster. The Committee set the goal of raising \$500 for the event. Vanessa will update the sponsorship form with one column, offering a range of \$100-\$250 and redistribute to the Committee. The Committee briefly discussed developing a sponsorship package for both events. Vanessa Nerbun suggested placing the item, sponsorship package, on the January agenda for further discussion.

Holiday Exhibit/Venue Decorations

The Committee discussed decorating the Isham Day House on the Thursday before the event. No date or time was determined. Vanessa Nerbun confirmed the Mequon-Thiensville Optimist Club will donate a tree and Al McIlwraith confirmed Noffke Tree will donate several trees again this year. Executive Assistant Prosser confirmed the City has hired a vendor to install the lights, a mix of blue and white lights will be placed on the official tree in front of City Hall. Ms. Prosser informed the Committee that the lights will be installed on November 30th. The Committee briefly discussed the layout of the event and decided to bring a map of the event to the next meeting.

Music

Vanessa Nerbun mentioned she has access to a sound system for the event and confirmed two groups will be singing; Crossroads Church Choir from 4:00-5:00 PM and St. Boniface Choir 5:00 – 6:00 PM.

Kirsten Hildebrand stated it would be beneficial to reach out to the church choirs before the event to inform them where they will be singing and also suggested the choirs may want to think of a way to

identify themselves. A suggestion was made to place the church choirs in front of the official tree. Sharon Stillman will reach out to Crossroads Church and Vanessa Nerbun will ask Bridget King to communicate with St. Boniface Church.

Refreshments

The Committee held a discussion on how to handle serving the refreshments outside in an effort to bring all of the elements of the event together. Vanessa provided a summary of the discussion; find a sponsor that would be willing to donate and serve cookies, work with food vendors to provide hot beverages, identify on the marketing material food and beverages are available for purchase.

Food Truck(s)

Vanessa distributed a food and beverage vendor application to the Committee and asked that they have vendors complete the form. Lina Prosser will e-mail the vendor application to the Committee members.

Publicity/Promotional Materials

Vanessa stated the poster will go to print after November 12th to ensure all sponsors are recognized on the poster. Vanessa reported she is working on an article for News Graphics, a notification will be sent to the school district for their Friday packet, and information on the event has been posted to the city website. Kirsten Hildebrand suggested an event banner. Vanessa will look into obtaining an event banner. Alan Day will inquire about promoting the event on BMO's electronic sign. Lina Prosser reported the event has been promoted on the community event sign from 10/26 – 11/1 and will be announced again from 11/30-12/6.

Volunteers

Vanessa Nerbun informed the Committee that Forward Dental has offered 3-4 volunteers for the event. Vanessa will provide them with volunteer tasks closer to the event.

Future agenda items

Sponsorship package (January 2016)

Next Meeting Date and Time

The next meeting will be held on Tuesday, November 17, 2015 at 6:00 PM.

Adjourn

Action: Motion to adjourn the meeting. (McIlwraith/Stillman)

Result: Motion passed by voice acclamation. Meeting was adjourned at 7:16 PM.

Respectfully submitted,

CITY OF MEQUON – MEQUON FESTIVALS COMMITTEE

Lina Prosser, Executive Assistant



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Office of the City Administrator

**Mequon Festivals Committee
November 17, 2015
Meeting Minutes**

Members Present: Alderman Pam Adams Alan Day, Kirsten Hildebrand (left 6:34 PM), Al McIlwraith, Committee Chair Vanessa Nerbun, Sharon Stillman

Not Present: Bridget King

Also Present: Executive Assistant Prosser

The meeting was called to order by Vanessa Nerbun, Committee Chair, at 6:03 PM.

Winter Wonderland of Mequon - Event Planning Updates

Sponsorship

Vanessa Nerbun reviewed the list of sponsors for the event with the Committee. Vanessa reported she has been contacted by Grace 242 and they have agreed to provide volunteers, cookies, a sound system, and offered to do face painting.

Pre-event setup/Event Schedule

Vanessa Nerbun will send out an e-mail to the Committee closer to the event confirming the Committee's arrival time on Sunday, December 6th. A tentative date has been set to decorate the Isham Day House on Tuesday, December 1st from 11:00 – 1:00 PM. Sharon Stillman will send out pictures of last year's decorations inside the Isham Day House. Vanessa reminded Committee members that electricity is limited for this event since the street lights take most of the available electricity. Sharon suggested ordering lighted trees to replace the ones from the last two years. The Committee discussed whether to invest in replacing the lighted trees or purchase more heat lamps.

Action: Motion to purchase two additional heaters and propane tanks (McIlwraith/Hildebrand)

Result: Motion passed by voice acclamation.

Alan Day reviewed the site map with the Committee. Grace 242 will be placed to the north of the Isham Day House, in the bump out on the east side of the road. The Ruby Tap will be placed next to the street light in front of city hall (south side). Cedarburg Road will be closed at 3:30 PM.

Refreshments

The Committee decided not to seek a donation for hot chocolate since the food/beverage vendors will be selling beverages. Cookies will be provided by Grace 242.

Promotional Material Distribution

Event posters were made available for Committee members to distribute. Bag stuffers will be taken to Piggly Wiggly and Metro Market for distribution. A total of 75 posters were printed, as well, as two event banners. Vanessa reported an article will be printed in News Graphic before the end of November.

Volunteers

The Committee discussed using volunteers to assist with crowd control when Santa and the live reindeer arrive.

Future agenda items

Placement of event banners (2016)

Next Meeting Date and Time

The next meeting of the Mequon Festivals Committee will be held in January, 2016. The Committee will be polled as to their availability to meet during the month of January.

Adjourn

Action: Motion to adjourn the meeting. (McIlwraith/Adams)

Result: Motion passed by voice acclamation. Meeting was adjourned at 6:45 PM.

Respectfully submitted,

CITY OF MEQUON – MEQUON FESTIVALS COMMITTEE

Lina Prosser, Executive Assistant

**CITY OF MEQUON WISCONSIN
PLANNING COMMISSION MINUTES
December 7, 2015**

Commissioners present: Mayor Dan Abendroth, Ald. Rob Strzelczyk, Becky Schaefer, James Schaefer, Brian Parrish, John Stoker, 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, December 7, 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 11, 2015 Planning Commission meeting minutes.

Action:

Commissioner Mason moved to approve the November 11, 2015 minutes..

Commissioner Fuchs seconded the motion to approve the minutes.

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

Consent

2. Concord Development Company for Mark and Lynn Leonard

District: #5 Zoning: B-3

Address: 11409 N. Port Washington Road Tax Key: #15-019-13-014.00

 11421 N. Port Washington Road Tax Key: #15-019-13-013.00

- Request:**
1. Building/Site Plan Extension
 2. Certified Survey Map Extension

Briefing: The applicant is seeking one-year extension of certified survey map and building/site plan approvals that were originally granted on December 8, 2014 for the Leonard Development project to be constructed at 11409-11421 N. Port Washington Road.

3. Walter Buildings for John Dobberfuhr

Address: 13235 N. Granville Road Tax Key: #14-007-03-000.00 District: #5 Zoning: R-1/OA, C-2/OA

- Request:**
1. Minor Request – Agricultural Structure >1,000 sq. ft.

Briefing: The applicant is seeking approval to allow for a new machine shed (60' x 120') at the property located at 13235 N. Granville Road.

4. Andrew Petzold for Lakeside Commons Condominiums

District: #5 Zoning: B-3

Address: 11715 N. Port Washington Road (Unit 1) Tax Key: #15-176-0001.000

Address: 11725 N. Port Washington Road (Unit 2) Tax Key: #15-176-0002.000

- Request:**
1. Final Condominium Plat Amendment

Briefing: The applicant is seeking approval to re-plot the condominium to reconfigure unit areas and common elements located at the property at 11715–11731 N. Port Washington Road.

Action:

Ald. Strzelczyk made a motion to approve consent agenda items #2, #3 and #4.
Commissioner Fuchs seconded the motion.

Commissioner Becky Schaefer asked for additional information regarding item #2 requests for extension.

Asst. Dir. Zader answered that the applicant is still working on details on the architecture and wants to secure more tenants before starting construction on the building.

*A voice vote was called. All voted aye, 8-0.
Consent items #2, #3 and #4 are adopted.*

Mayor Abendroth moved item #8

8. Dan Mikolajczak

Address: 8677 W. Freistadt Road

Tax Key: #14-021-06-009.00

District: #3

Zoning: R-1/OA, C-1/FW

Request: 1. Reconsideration of approval for agricultural building in excess of 1,000 square feet

Briefing: Based on a memo from the City Attorney, the Planning Commission may reconsider the approval for an agricultural building at 8677 W. Freistadt Road

Action:

Ald. Strzelczyk made a motion to reconsider this item.
Commissioner Fuchs seconded the motion.

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

Asst. Dir. Zader stated that he added a memo from the City Attorney dated November 30, 2015, regarding the use of the agricultural building. There was much discussion last month regarding how much of the building could be used for personal use. After that meeting, Asst. Dir. Zader asked the City Attorney for his opinion regarding this issue. His opinion is that this building needs to be solely for the agricultural use. This is in conflict with the motion and approval from last month's Planning Commission (PC) meeting.

The applicant Dan Mikolajczak asked what is being changed from last month's approval.

Mayor Abendroth stated that the language used for the approval was primarily used for agriculture but it needs to be exclusively used for.

Asst. Dir. Zader stated the reason for this item being before the PC is because the code states that an agriculture building in excess of 1,000 sq. ft. requires PC approval. Personal use buildings would not come before PC, they would be handled before the Architecture Review Board. The personal use building has limits to the size allowed. In this case it would be limited to 2,170 sq. ft. He suggested that if the applicant is looking for additional space for personal items, the best solution would be to build a 2,170 sq. ft. detached building. If the applicant needs a space for agricultural equipment, he should build a separate building for those purposes at a size necessary to accommodate that equipment. This would require that the existing 8 x10 shed on the property to be removed.

Commissioner Mason if there is a tax difference depending on the type/use of building.

Asst. Dir. Zader stated that he believes agricultural has its own tax structure for land which may also apply to building. He added that the existing building is 2,268 sq. ft. and is considered non-conforming. The applicant was advised that he

would be allowed to rebuild the same size building if that was desired. The applicant stated that it was not large enough. Even though it is not in the code language, staff would allow the same foot print at same size building to be rebuilt or remodeled. Both of the buildings on the property were present when the applicant bought the property.

Mayor Abendroth questioned if the applicant could remodel the building and add an addition.

Asst. Dir. Zader answered that there would need to be two separate buildings, separated by a fire wall with no openings. They are attached but separate.

Commissioner Fuchs asked for clarification on what the applicant is allowed to build on his property.

Asst. Dir. Zader stated that the applicant currently has two detached structures on the property (including the barn). For personal use, the applicant would need to remove the existing 8 x 10 shed and the barn and then construct a new structure from scratch. Or he could remodel the existing structure and use it for personal use if it is the same shape and size. If the applicant wants a larger structure, it would be only allowed to be used for agricultural uses and the zoning code caps the size for detached for residential use at 2,178 sq. ft. This is the limit regardless of the size of the lot.

Mayor Abendroth stated that the applicant is allowed to remodel the current building for personal use and he could add an agricultural building or expand the current building for agricultural use only. .

Mr. Mikolajczak stated that the building is made of field stone with cinderblock walls which are difficult to take down. He stated that he wants to add 1,929 sq. ft. in the back of the building. He stated that building a wall to separate the two sides would be a better solution.

Commissioner Becky Schaefer asked if the additional 1,921 sq. ft. would be enough space to be used for personal use. Mr. Mikolajczak answered yes.

Ald. Strzelczyk stated that the intent is to allow the applicant some flexibility to be able to enjoy his property. He thinks it is important for the PC to respect the zoning code that is in place and to also be consistent.

Asst. Dir. Zader stated that based on the acreage, 2,178 sq. ft. is 1% of 5 acre zoning. The applicant would be allowed to use that for personal use. The proposed building was presented as an agricultural building but it is now being discussed to be used for personal ATV's, snowmobiles and a RV. The PC is approving the agricultural portion, not the personal portion. This is a unique situation because the applicant is reconstructing the front portion of the building for personal use that is physically attached to the building to the back which is the agricultural portion. It would require a two or three hour rated wall that would need to separate the two portions to legitimately call it a separate building.

Commissioner Stoker asked whether the personal use portion would need to go through the Architecture Board (AB) review. If it is required, he asked how it would work to have that piece work with the piece that PC has to approve.

Asst. Dir. Zader answered that the personal piece would need to go before AB. He stated that this is a new path and the reason it is before PC. PC may approve a portion that later comes into conflict from the review of the AB. Due to this, he prefers that each portion is handled as separate portions with 5 feet of space between them. This would ensure each portion gets handles specifically.

Mayor Abendroth stated that the applicant is allowed to remodel the existing building for personal use as long as it is the same size and shape as its current condition. Anything added to the existing building, either attached or detached, would need to be used for agricultural use only. The applicant needs to figure out exactly what he wants to do and submit a plan. He suggested that this be tabled and the applicant should work with staff.

Action:

Commissioner Parrish moved to table this item.

Commissioner Fuchs seconded the motion.

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

Public Hearing

5. Dermond Property Investments, Inc.

Address: 11130 N. Buntrock Avenue Tax Key: #14-027-02-010.00 District # 4 Zoning: TC

- 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 to allow for a 3-story, 33 unit multiple family residential development located at 11130 Buntrock Avenue in the Town Center.

Action:

Commissioner Stoker made a motion to go into public hearing.

Ald. Strseconed the motion.

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

Action:

Commissioner Stoker made a motion to close the public hearing.

Ald. Strzelczyk seconded the motion.

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

Asst. Dir Zader stated that the applicant was before the PC in October for rezoning and concept plan approval. It then was approved by the Common Council (CC) in November. There are a few changes to the building since the last meeting but the site plan is pretty much the same. The PUD concept plan did allow for a number of waivers; including 30% of the units are smaller than the 1,000 sq. ft. but no less than 821 sq. ft., the FAR is allowed at 116% and the number of guest parking stalls was reduced to 8. The average sq. ft. of the units is 1,231 and the breakdown of types of units is the same (17-1 bedrooms, 12-2 bedrooms and 4- 3 bedrooms). The plan now shows a storm water pond in the middle of the site. Due to a significant grade change from the front to the back, there is a retaining wall with a fence that will need to be approved. There is a potential for public improvement in the R.O.W. These will need to be approved per the TC guidelines. The Commissioners had some previous concerns regarding the elevations of the building and there has been some changes. The color pallet has been changed and is richer in tone than the last design. Staff does support the changes to the building. The only concern is the elevation to the East. Staff would like to see some more prominent articulation to the wall or some features added to break up the massing of that wall.

There are two specimen trees that they are asking to have removed. The City Forester has approved the removal in accordance with the tree preservation policy.

The conditional use grant is required for any building over 2 & ½ stories. The shadow line study shows that there is very little impact of the building on adjacent properties in terms of shadow..

The landscaping and lighting plans are in the packet. The comments from the landscaping consultant are included. Staff has received an updated lighting plan. There are still a few minor issues to work out.

The applicant stated that they do not have any objections to the conditions in the staff report.

Commissioner Jim Schaeffer asked whether the brick sticks out from the fiber siding. He also asked about the large east side wall, he thinks the windows are different on that side. He feels there needs to be improvement there.

Commissioner Stoker asked about the limited number of guest parking stalls. He asked if this is sufficient. He stated that he favors the improvements on the East side.

The applicant answered that most of their experience is in urban areas. She stated that there is a lot of parking underneath and they are also hoping there may be some street parking available.

Ald, Strzelczyk also questioned whether there is enough guest parking. He suggests that the east elevation still needs work and he would like to see if be brick. He said this building will be a show piece in the TC and he would like for all 4 sides to be more attractive.

Commissioner Becky Schaeffer asked if the two specimen trees are removed would be replaced on the property. She asked about the trees/screening on the east side to shield the bus company.

The applicant answered that they would be replaced on the property.

Action:

Ald. Strzelczyk made a motion to approve this item with the stipulation that the applicant work with staff on the east side of the building to improve the elevation and appearance of that side.

Commissioner Stoker seconded the motion.

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

Regular Business

6. Forward Dental

Address: 6048 W. Mequon Road Tax Key: #14-050-02-04-000 District: #2 Zoning: TC

Request: 1. Building/Site Plan Amendment

Briefing: The applicant is seeking building/site plan amendment approval to allow for opaque window coverings at the property located at 6048 W. Mequon Road in the Town Center.

Asst. Dir. Zader stated that this is a request to cover up the entire 1st floor south and west window area with an opaque frosted window covering. There is also signage on the west elevation that exceeds the 25% window coverage. Staff is not supportive of covering the windows and stresses the importance of natural surveillance. There were numerous conversations with the developer and it was also stated on their occupancy permit that the windows need to remain from obstructions and window coverings at all times. It was known during the construction phase that this was the requirement and there were no indications that there would be any issues. It is unfortunate that the City is being put in a position of possibly abandoning one of the primary goals of the TC.

Asst. Dir. Zader showed examples of windows that are open and acceptable and examples that are covered and not acceptable in the TC. Staff recommends denial of the request.

Peter Young, Director of Regional Operations for Forward Dental, stated that they are mandated by the federal law to protect the privacy of their patients. They are working on solutions to manage their risk. They do not get to decide what is a violation; the patient decides if they feel they have been violated and to file a complaint with the federal government.

Ald. Strzelczyk stated that he struggles with this request because he agrees with the HIPPA request and patient privacy and the solution suggested is the best solution, but it was a known fact that the location is next to a sidewalk and the TC coding was in place. He is not supportive of changing the TC zoning. Although he agrees with what Mr. Young is saying, the space was leased and it was known to the developer and the tenant what the zoning code requirements were.

Commissioner Mason asked if the applicant considered going up to the second floor and if they would have the same issues on a second level.

Mr. Young answered that there would not be concerns about patients being seen from the public on the second floor but the expense of reconfiguring and moving all the equipment to the second floor would be very expensive to do.

Commissioner Becky Schaeffer asked why the developer was not present at this meeting. She stated that he should be present to discuss this issue since he was aware of this and leased the space to this tenant. She stated the memo from the developer missed the mark that this is already a slippery slope. She is struggling with this issue because she feels that the developer is not explaining the intent and the zoning code of the TC to his tenants.

Mr. Young stated that he was not aware of the negotiations to lease the space. He stated that the window skins have become more important to the business at other locations as well. They like the windows for the natural light but have

used the window skins to provide the patient privacy at other locations.

Commissioner Stoker asked about the hours of operation and stated that he feels the screening is more impactful at night. He asked if they could do a retractable screening for during the day when needed. He said that they have ½ the building and their vitality there is crucial.

Ald. Strzelczyk stated that the product the applicant suggested to use is a great product. He does not have another one to suggest that would work for the TC zoning code. He agrees with need and concern of the applicant.

Commissioner Parrish asked if there are interior exam rooms. He inquired if their floor plan could be adjusted. He asked about using blinds.

The applicant stated that they are using a retractable blind. These are problematic as they need to be wiped down after each patient.

Commissioner Fuchs stated that he does not feel that this is a City issue but it is an issue that should be handled between the tenant and developer. He stated that the rules were made clear. He does not agree that the ordinances should be changed because there is now a problem that should have been known in the beginning.

Commissioner Mason stated that he is disappointed in Mr. Williams for putting the applicant in this position. There was a lengthy discussion regarding this issue and he should have advised the applicant about the window treatment restrictions.

Commissioner Stoker asked if staff is supportive of blinds being used by the applicant.

Asst. Dir. Zader answered that staff is not supportive because the blinds will always be down.

Mr. Young disagreed with that statement and stated that the blinds are only down if a patient requested them to be or if the sun is too bright and the data on the computer cannot be read. If they are down, they are put back up again.

Asst. Dir. Zader answered that this would be a staff enforcement nightmare and that the applicant could claim that every patient wants the blinds down.

Commissioner Stoker stated that he too struggles with this issue. Because this business faces south the blinds are necessary in the afternoon sun. He thinks the blinds may need to be an answer. He does not agree with the windows being covered. He struggles that this was a known issue and now months later this issue is before PC.

Ms. Tollefson added that all tenants on Cedarburg Road will have to deal with the sun at some point during the day. They should have reversed their floorplan like Elements Massage did to solve this issue. Staff has stressed all along that the priority is on the public street and not on the parking lot.

Mayor Abendroth asked if seeing a patient is against HIPA law.

Mr. Young answered that it is a patient's choice whether they feel violated and they could report it. They want to make sure they take every measure to be in compliance.

Ald. Strzelczyk asked how many of the windows are in patient rooms.

Mr. Young answered that there are 6 windows.

Ald. Strzelczyk stated that the precedent of TC is to invite traffic and closing off those windows goes against that intent. He agreed that this is not a City issue but it is a tenant/developer issue. He offered a possible solution of a few of the rooms (2 to 3) and maybe 6-month plan. He stated that the integrity of the TC zoning is important but it is also new and it is also important to work with the businesses in the city. Applicant should work with the developer to make it work.

Action:

Commissioner Parrish made a motion to deny the request.

Commissioner Jim Schaeffer seconded the motion to deny.

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

7. 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. Development Agreement Amendment

Briefing: The applicant is seeking development agreement amendment approval for the property located at 10729 - 10839 N. Wauwatosa Road for the proposed Enclave at Mequon Preserve subdivision.

Asst. Dir. Zader stated that this request is an amendment to the development agreement to allow for additional homes to be built prior to final plat. The current development agreement allows for the construction of 2 homes to be built prior to final plat approval. The applicant is requesting this be modified to allow for 10 additional dwellings be built prior to final plat. He is also requesting that the requirement for having the binder course complete prior to issuing permits for the dwellings be waived. The permitted access point has not yet been installed and the applicant has been using a temporary access for their construction traffic. This would be the same access that is requested to be used to build the model homes. The model homes are allowed to be built prior to final plat to give the developer some exposure. Two homes has been the maximum allowed thus far. Staff feels that the requested 10 is too many and will set a precedent for all other developers. There are other concerns about having a substandard road for all contractors, City officials, inspectors and others will have to access the site without a binder course down. If there is an emergency on site the Fire and EMS would need to be able to access the property. The ability to monitor the road is difficult and having 10 model homes requires too much additional traffic on a less than standard road base.

Staff did offer the applicant 4 model homes could be built prior to final plat. They would need to be located in a designated area that is closest to Wauwatosa Road to limit the length of the temporary road. If the PC is willing to waive the requirement to have the binder course installed, the Engineering department has suggested several conditions in the staff report.

The applicant, Matt Cudney from Veridian Homes, stated that he appreciates Staff's willingness to allow four homes and the work that was done to find a solution to the road issue. They are in agreement with all of the recommendations in the staff report except for the number of allowed model homes and the limiting of the location of the model homes. They propose a compromise of 6 model homes be allowed and they would like the ability to build on lots 4 and 9 to the west. They currently have lot reservations for 4 and 9 and these will not be model homes but homes for specific homeowners. He stated that it will take 4-7 weeks to construct the binder course in the Spring, depending on weather conditions. Due to the schedule, it is important to have the houses ready for families to move in before school resumes in September. It is important to them that the road be maintained as they have heavy construction trucks traveling on it. They feel that there is little risk to the City. The site improvements have not been accepted so any damage done would be addressed by them.

Asst. Dir. Zader stated that the weight of the emergency vehicles is not the issue, they have a low profile off the ground.

Engineering Manager, James Keegan, stated that the temporary road is 12 feet wide, so it is one way traffic in and one way traffic out. It is not going to be easy to use if it gets too busy.

Mayor Abendroth asked about parking areas off the work site.

Mr. Cudney answered that they park off the site and due to the cold weather there should not be any issues.

Commissioner Parrish offered a compromise of 5 model homes be allowed.

Commissioner Fuchs asked about the reason for expanding the number of allowed model homes. He does not think the City should have to solve the problems with the road.

Asst. Dir. Zader stated that back in June or July it was known that the road was going to be difficult to get in due to

scheduling. He added that although there is not a lot of risk to the City, there is still some risk. There are reasons that there are agreements in place to protect the City.

Mr. Cudney offered to give an indemnity or any agreement the City Attorney wanted to put in place.

Commissioner Fuchs stated the he supports the staff recommendation of allowing 4 houses.

Mr. Keegan stated the line drawn by staff west of lots of 2 and 11 is due to a public safety issue of keeping the building sites as far east and as close to Wauwatosa Road as possible. The intersection on site could be used as an intersection for staging emergency equipment if necessary.

Mr. Keegan stated that the applicant started in late Fall constructing the road and due to the wet weather the subgrade did not dry and the road base was not strong enough to hold the paving equipment. They now need to wait for warmer and drier weather in the Spring to build the road.

Action:

Commissioner Mason moved to approve the item as recommended by staff.

Commissioner Fuchs seconded the motion.

Mayor Abendroth offered an amendment to allow the applicant to use the lots 4 and 9 as part of the allowed 4 homes to be built.

Commissioner Mason accepted the amendment.

Commissioner

Fuchs seconded it.

A roll vote was called. Vote passed 8-0

9. Announcements

Development Inquiry

2016 Planning Commission Meeting Schedule

Next Meeting is Monday, January 11, 2016

10. Adjourn

The meeting adjourned at 9:00 pm

Ald. Strzelczyk moved to adjourn.

Commissioner Mason seconded the motion.

All voted aye. Vote passed 8-0

CITY OF MEQUON
WISCONSIN

COMMITTEE ON PUBLIC WORKS
MINUTES
November 10, 2015

1. The meeting was called to order at 7:00 p.m. with Alderman Hawkins and Alderman Nerbun present. Alderman Adams arrived at 7:04 p.m.

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 October 13, 2015 Public Works Committee meeting were moved for approval by Ald. Hawkins, seconded by Ald. Nerbun and unanimously approved by the Committee as written.
3. Because Ald. Adams had already been updated regarding the Combined DPW Facility, Director of Public Works/City Engineer Lundeen provided the update to the Committee members in attendance prior to Ald. Adams' arrival. She discussed energy and cost savings, reminded the Committee of the proposed schedule moving forward, and noted that the plans were unanimously approved by the Planning Commission.
4. Director of Public Works/City Engineer Lundeen reminded the Committee that the City annually lines sections of sanitary sewer pipes, and she presented the three bids received for 2015. The low bidder is Visu Sewer, Inc., Pewaukee, WI with a low bid, including the alternate, of \$94,989.

Following discussion, it was moved by Ald. Hawkins, seconded by Ald. Nerbun, and unanimously approved by the Committee on Public Works to recommend Res. 3338, City of Mequon 2015 CIPP Sanitary Lining Project, to the Common Council for approval.

5. Director of Public Works/City Engineer Lundeen explained that the Mequon-Thiensville Bikeway Commission had no designated funding in 2015 and requested to use highway funding for "Bike Path Ahead" signage, but \$10,000 has since been allocated for their use in 2016. Ald. Hawkins stated that he does not think the signs are necessary, and Ald. Adams suggested that neighborhoods may not appreciate the signs inviting extra traffic. The Committee agreed that the Bikeway Commission should attempt to find other funding sources.

Following discussion, it was moved by Ald. Nerbun to split the signage cost between public and private funding. Ald. Adams seconded, and Ald. Hawkins voted no.

6. There being no further business to conduct, the meeting was unanimously adjourned at 7:21 p.m.

CITY OF MEQUON
WISCONSIN

COMMITTEE ON PUBLIC WORKS
MINUTES
December 8, 2015

1. The meeting was called to order at 7:00 p.m. with Alderman Adams, Alderman Hawkins and Alderman Nerbun present.

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

2. The minutes of the November 10, 2015 Public Works Committee meeting were moved for approval by Ald. Hawkins, seconded by Ald. Nerbun and unanimously approved by the Committee as written.
3. Director of Public Works/City Engineer Lundeen updated the Committee regarding the Pines/Haddonstone Storm Sewer project. She explained that Staff has investigated the issue and found that there are multiple surface failures above the pipe between the railroad tracks and Haddonstone Place, but most of that area is outside of the City's easement. Staff has decided that replacing the drain tile in the City easement and installing a new outlet structure at the pond is more efficient than trying to repair the existing 1920s drain tile that is outside of the easement. The Sewer Division has cleared approximately 350 feet of storm sewer, and they will clean the remaining 150 feet of pipe to the west in December and televise the western section of drain tile to assure water will flow.
4. Director of Public Works/City Engineer Lundeen summarized the progress that has been made toward the establishment of quiet zones for Union Pacific Railroad (UPRR) crossings. She explained that the Office of the Commissioner of Railroads has evaluated the crossings to identify any upgrades necessary to bring them up to current minimum safety standards to be considered for a quiet zone, and it was determined that UPRR is required to make warning device improvements to the Donges Bay Road crossing by December 31st, 2016. Once the crossings meet or exceed the minimum safety standards, the next step toward establishing a quiet zone would require the City to deposit \$5,000 for any wayside horn location and \$10,000 per signal crossing location for a total of \$30,000-\$45,000. The Committee will be asked to consider this issue at a later meeting to potentially budget for the project in 2017.
5. Director of Public Works/City Engineer Lundeen provided the Committee with an updated copy of the Combined DPW Facility building and site plan, the Focus on Energy Bundle Selection Form, and an adjusted schedule for progress and meeting dates. She noted that bids for the project are due in January.
6. The next meeting is tentatively scheduled for January 12, 2016 at 6:30 p.m.
7. There being no further business to conduct, the meeting was unanimously adjourned at 7:26 p.m.

City of Mequon - Zoning Enforcement Report Date: 2/1/2016

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	BRIXMOR 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

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: 2/1/2016

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	5,5,5,5,5,1
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	3/18/2015	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 HAMPPEL 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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City of Mequon - Zoning Enforcement Report Date: 2/1/2016

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	6110/6112 W COUNTY LINE ROAD	SILVER OAK HOMES - BILL FINE	MAINTENCE ROOF/PAINT	4/29/2015	7/1/2015	4
4	140341500100	6110/6112 W COUNTY LINE ROAD	SILVER OAK HOMES - BILL FINE	MAINTENCE RAISE SHEDS	4/29/2015	7/1/2015	4
4	140341500100	6110/6112 W COUNTY LINE ROAD	SILVER OAK HOMES - BILL FINE	MAINTENCE BOARDS/PAIN	4/29/2015	7/1/2015	4
4	140341500100	6110/6112 W COUNTY LINE ROAD	SILVER OAK HOMES - BILL FINE	PARKING	4/29/2015	7/1/2015	4
4	140341500100	6110/6112 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	2716 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

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: 2/1/2016

ALD. DIST.	PARCEL #	ADDRESS	OWNER	VIOLATION	OTC MAILED	COMPLIANCE DATE	COMMENTS (See Key Below)
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	1630 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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City of Mequon - Zoning Enforcement Report Date: 2/1/2016

ALD. DIST.	PARCEL #	ADDRESS	OWNER	VIOLATION	OTC MAILED	COMPLIANCE DATE	COMMENTS (See Key Below)
3	140881807000	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	150191801500	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	140870816000	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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ALD. DIST.	PARCEL #	ADDRESS	OWNER	VIOLATION	OTC MAILED	COMPLIANCE DATE	COMMENTS (See Key Below)
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
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

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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			4,5,5,5,5,4
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

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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 MUILENBURG	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	11/6/2016	11/20/2015	4,5
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	RITeway 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	4,5
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

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

Office of Human Resources

TO: Common Council
FROM: Jesse Thyes, Asst City Administrator/Human Resource Manager
DATE: January 29, 2016
SUBJECT: A Resolution to Observe International Migratory Bird Day

Background

The City of Mequon was first designated as a “Bird City” under former Mayor Nuernberg in 2010. The designation has been renewed annually ever since. In the past this renewal process was somewhat informal. Last year the renewal process was updated to require adoption of a resolution annually by the City’s Common Council. A draft resolution is attached.

Analysis

2016 Bird City activities will be celebrated/observed during April in conjunction with the City of Mequon’s Arbor Day Festivities and will provide public information about migratory bird conservation as noted in the draft Resolution.

Fiscal Impact

The Mequon Nature Preserve and City Staff work closely to coordinate Bird City activities that are primarily education based and that have minimal fiscal impact to the City.

Recommendation

Staff recommends that the resolution be forwarded onto the Common Council for approval.

Jesse Thyes
Asst City Administrator/Human Resource Manager

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION NO. 3354

A Resolution to Observe International Migratory Bird Day

WHEREAS, migratory birds are some of the most beautiful and easily observed wildlife that enhance our community; and

WHEREAS, our citizens recognize and welcome migratory songbirds as symbolic harbingers of spring and enjoy all the opportunities they have to engage in a great, recreational endeavors such as bird-watching and nature photography; and

WHEREAS, migrant bird species also play an important economic role in our community, controlling insect pests and generating revenue related to bird watching activities; and

WHEREAS, public awareness and concern are crucial components of migratory bird conservation where citizens can directly contribute to maintaining healthy bird populations; and

WHEREAS, since 1993 International Migratory Bird Day (IMBD) has become a primary vehicle for focusing public attention on the nearly 350 species that travel between nesting habitats in the City of Mequon and throughout North America and their wintering grounds in South and Central America, Mexico, the Caribbean and the southern United States;

NOW, THEREFORE, BE IT PROCLAIMED, IMBD will be celebrated/observed in April of 2016 in conjunction with the City of Mequon's Arbor Day Festivities and will provide public information about migratory bird conservation and call the public to action to protect and conserve migratory birds and their habitats in our community;

FURTHERMORE, the City Administrator, in conjunction with the Mequon Nature Preserve, has submitted an application and application fee to Bird City Wisconsin allowing the City of Mequon to maintain its "Bird City" designation that will continue to enhance the City's reputation for leadership in protecting its natural environment including bird habitats as well as recognize the interest of many of its citizens in bird conservation.

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 9th day of February, 2016.

Approved by: Dan Abendroth, Mayor

Date Approved: _____

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 9, 2016.

William H. Jones, Jr., City Clerk

Published: _____



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Phone: 262-236-2902
Fax: 262/242-9655

www.ci.mequon.wi.us

Office of Community Development

TO: Common Council
FROM: Kim Tollefson, Director of Community Development
DATE: February 9, 2016
SUBJECT: A Text Amendment to Chapter 58, Zoning Code, Relating to Definitions and the Use of Single-Family Dwellings in the Residential Zoning Districts ; 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 rental occurrences annually.
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 of Community Development

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE NO. 2015-1452

A Text Amendment to Chapter 58, Zoning Code, Relating to Definitions and the Use of Single-Family Dwellings in the Residential Zoning Districts

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.

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:

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. 58-236

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

(d)(14) 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. 58-237

(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:

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. 58-238

(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:

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.
-

Approved by: Dan Abendroth, Mayor

Date Approved: February 9, 2016

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 9, 2016.

William H. Jones, Jr., City Clerk

Published: _____



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www.ci.mequon.wi.us

Office of Human Resources

TO: Common Council
FROM: Jesse Thyges, Asst City Administrator/Human Resource Manager
DATE: January 7, 2016
SUBJECT: Ordinance Repealing and Recreating Article V, 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 Thyse
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. ORDINANCE 2016-1465

Ordinance Repealing and Recreating Article V, 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

Article V, Section 2-236 (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 2-236 (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.

Sec. 2-236. Training/Travel.

AMENDMENT TEXT

(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.

Approved by: Dan Abendroth, Mayor

Date Approved: January 12, 2016

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on January 12, 2016.

William H. Jones, Jr., City Clerk

Published: _____



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Office of Community Development

TO: Common Council
FROM: Kim Tollefson, Director of Community Development
DATE: February 9, 2016
SUBJECT: An Amendment the City of Mequon Zoning Map by JG Venture for a 221 Acre Property Located at 11446 N Farmdale Road and the NW Corner of Mequon Road and Farmdale Road for a 20 Lot Conservation Single-Family Residential Subdivision; Ord. 2016-1466

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.

Protest Petition:

A formal protest petition has been filed in relationship to this rezoning request (please see attached memo by the City Attorney and petition filing by adjacent property owners).

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.

Fiscal Note: The developer estimates lot and home values of \$930,000 resulting in a total development value of \$18.6M. This projected development value results in annual tax revenue value of \$240,300.

Planning Commission:

The Planning Commission recommended approval by a vote of 7-1 on January 11, 2016.

Kim Tollefson
Director of Community Development

MEMORANDUM

To: Mayor and Common Council
From: Brian C. Sajdak, City Attorney
Date: February 4, 2016
Re: Protest Petition concerning Rezoning of 11446 N. Farmdale Rd (Oldenburg Farm)

As you may be aware, a protest petition has been filed with respect to the rezoning application for 11446 N. Farmdale Road (Oldenburg Farm). Protest petitions are governed by Wisconsin Statute. Specifically, Wis. Stat. § 62.23(7)(d)2m.a. provides:

In case of a protest against an amendment proposed . . . , duly signed and acknowledged by the owners of 20% or more either of the areas of the land included in such proposed amendment, or by the owners of 20% or more of the area of the land immediately adjacent extending 100 feet therefrom, or by the owners of 20% or more of the land directly opposite thereto extending 100 feet from the street frontage of such opposite land, such amendment shall not become effective *except by the favorable vote of three-fourths of the members of the council voting* on the proposed change.

(Emphasis added). Thus, if a valid petition has been filed, any rezoning will require a three-fourths majority vote in order to become effective.

Here, City Planning staff and our office have reviewed the protest petition filed with respect to the rezoning of Oldenburg Farm. Following that review, we have determined that the protest petition meets the requirements of the statute. As such, in order for the rezoning to become effective, a three-fourths majority vote will be required.

The practical impact of this provision is that it removes the need for the Mayor to vote to break any tie as such vote would still not be sufficient to pass the provision:

<u>Members Voting</u>	<u>Affirmative Votes Required to Pass</u>
8	6
7	6
6	5

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE NO. 2016-1466

An Amendment the City of Mequon Zoning Map by JG Venture for a 221 Acre Property Located at 11446 N Farmdale Road and the NW Corner of Mequon Road and Farmdale Road for a 20 Lot Conservation Single-Family Residential Subdivision

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 by: Dan Abendroth, Mayor

Date Approved: February 9, 2016

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 9, 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,

J G Ventures LLC

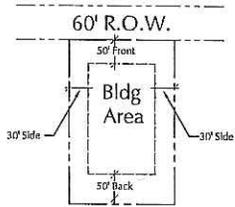
Dennis M. Bush
Senior Development Consultant

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%)

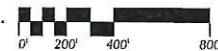
*Excluding 20.0 Ac
Equestrian Parcel

Proposed Road Length	
East Parcel	4,115 L.F.
West Parcel	1,200 L.F.



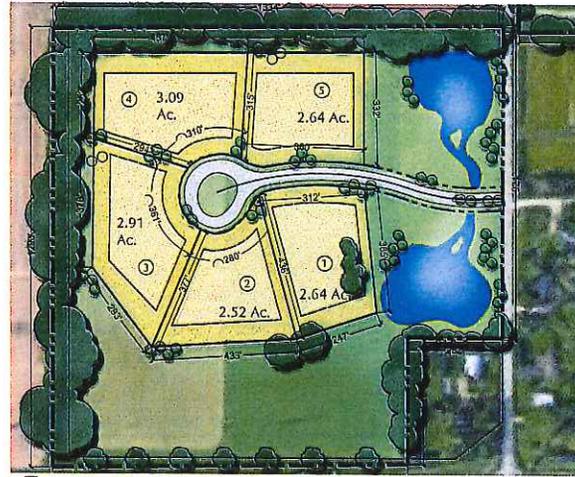
20-Lot Conceptual Site Plan
J. G. Ventures Farm
Mequon, WI

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

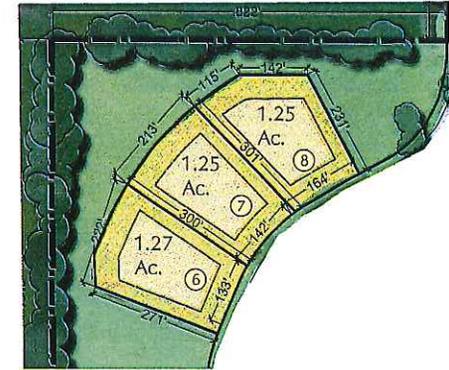




Area Map NTS



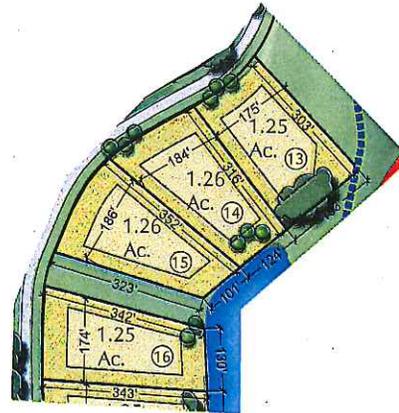
①. Lots 1-5



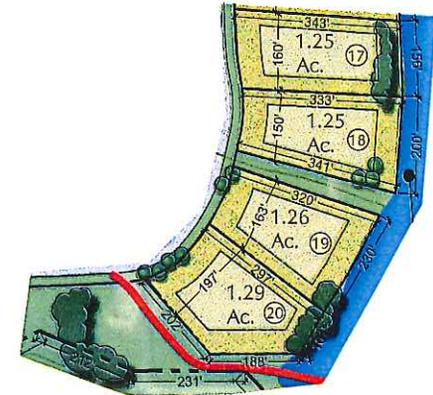
②. Lots 6-8



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



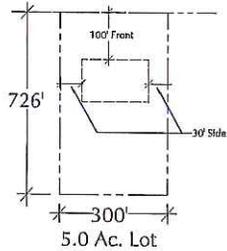
Yield = 20 Lots at 5 Ac.(217,800 s.f.)
 1 Equestrian Lot at 20 Ac.

 100 Year Floodplain Line
 (SEWRPC Dec. 2015)

 100 Year Floodplain Line
 (SEWRPC Dec. 2015)

 40x60' Building Envelope

 60' Private Road Easement

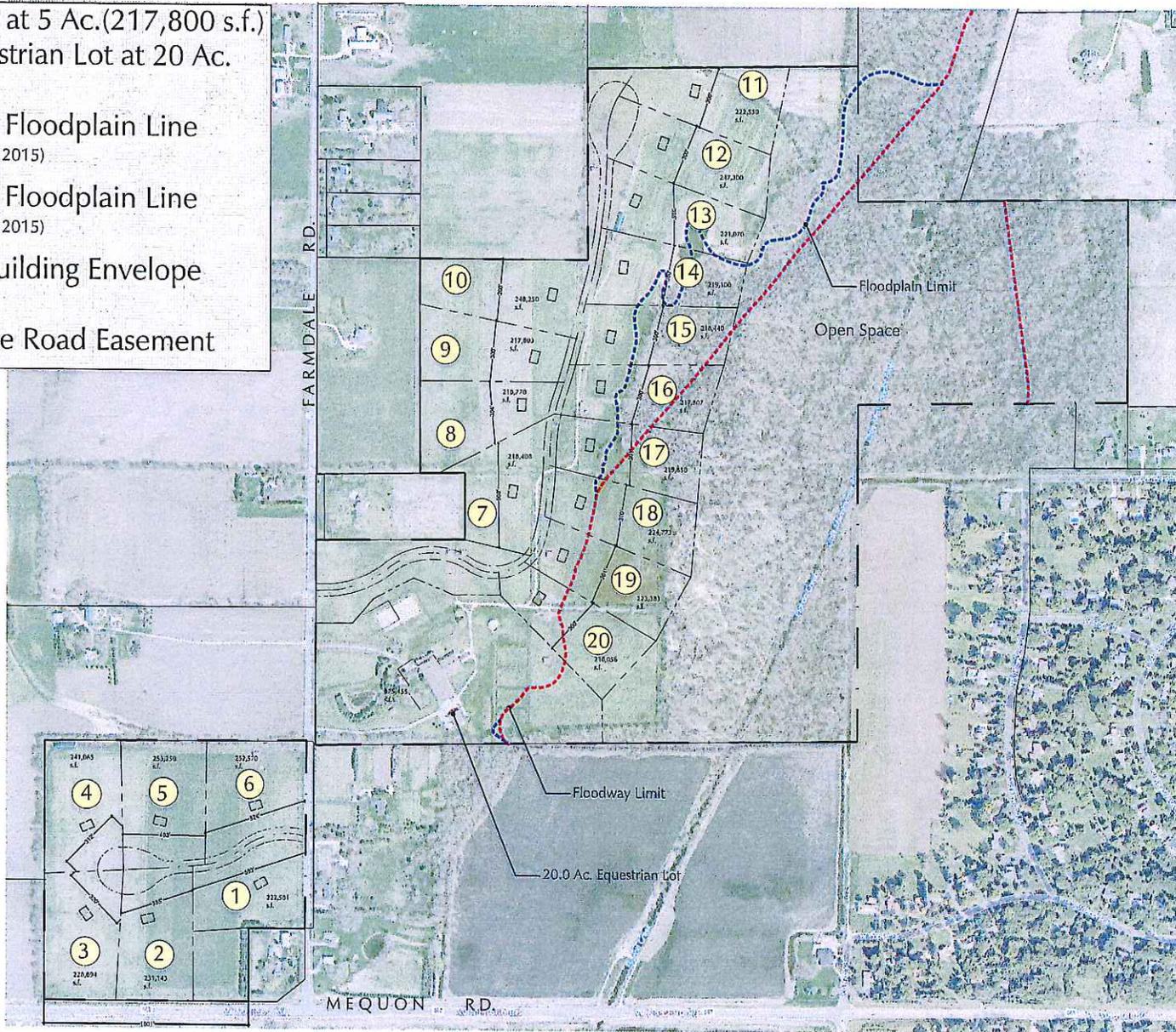


Typical Lot Diagram
 Conforms to R-1 Zoning

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

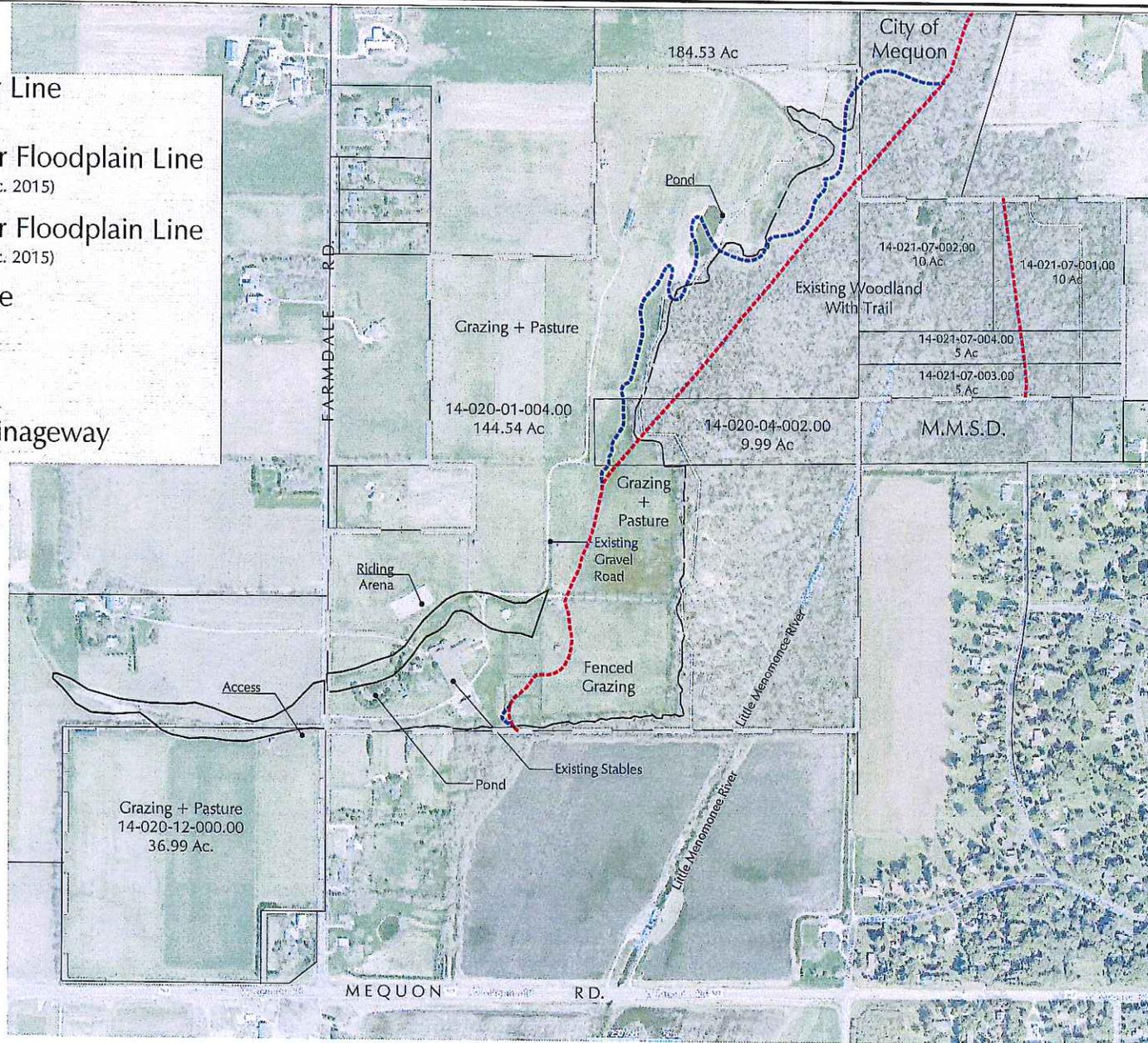
December 21, 2015

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



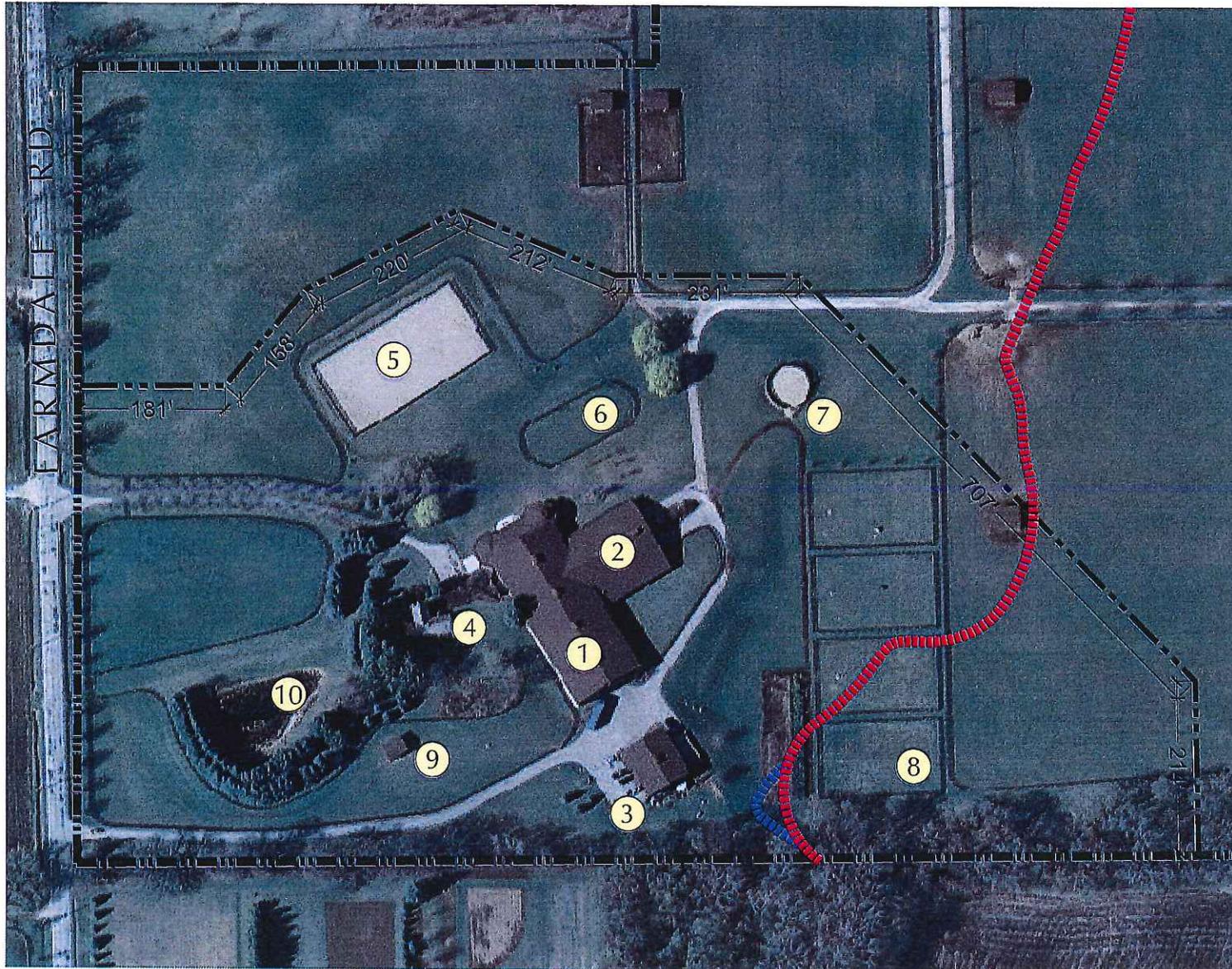
J.G. Ventures, L.L.C.
11501 N. Port Washington Rd.
Mequon, WI 53092
414.870.1701

SHEET SP-1

December 21, 2015

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

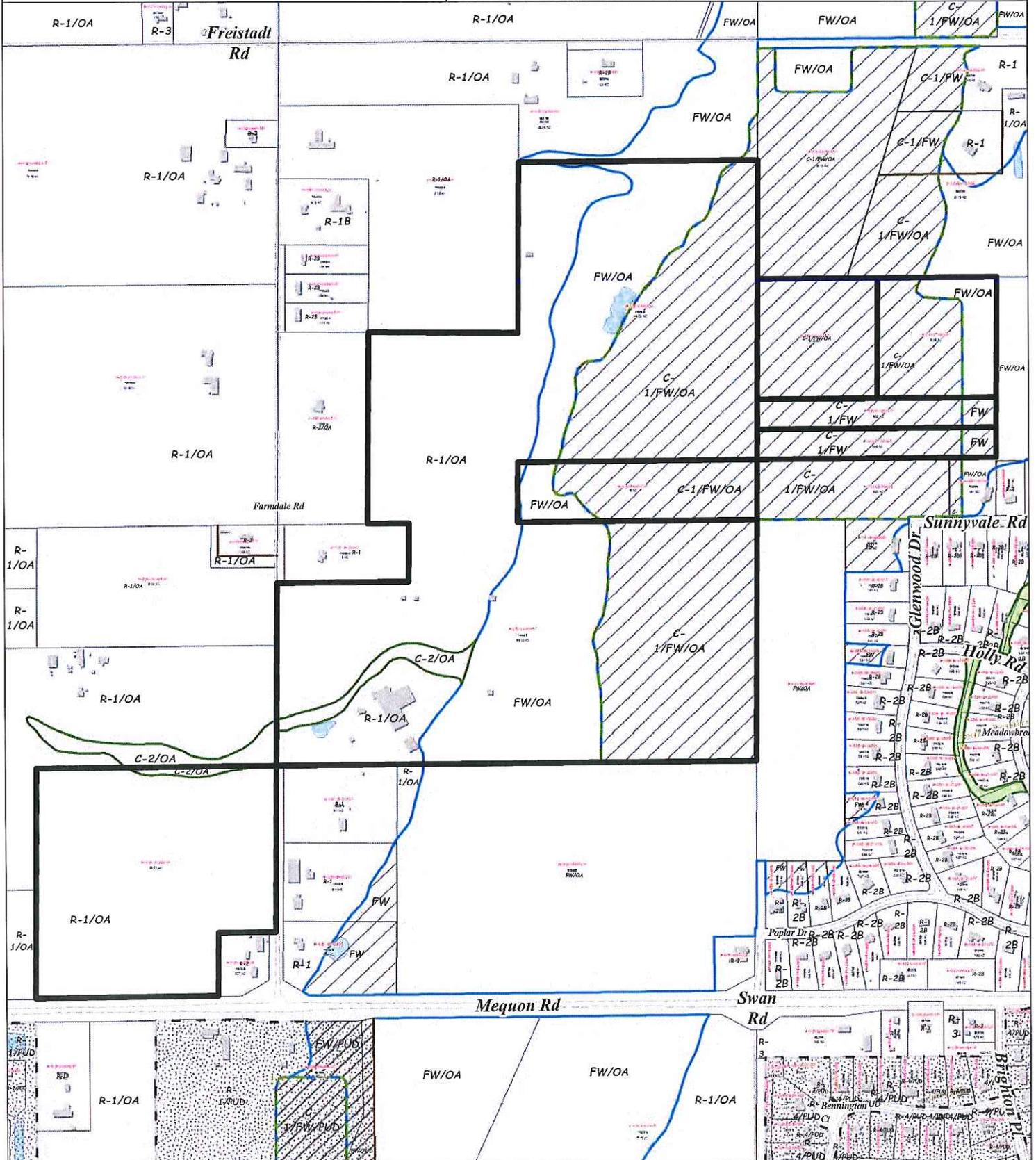
J.G. Ventures, L.L.C.
 11501 N. Port Washington Rd.
 Mequon, WI 53092
 414.870.1701



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



Formal Protest Petition Against Proposed Zoning Change

To the Common Council of the City of Mequon:

Please consider this a formal protest against the proposed zoning change amendment for:

11446 North Farmdale Road (Oldenburg Farm)

It is my understanding that, if a sufficient number of property owners adjacent to this proposed rezoning submit this type of petition, the zoning change can only be approved if not less than a three-fourths majority of the Common Council members voting on this rezoning vote in favor of this change.

I own the property at the following address(s) 11219 N. Farmdale Rd

(Address or address of Property/Properties Owned by Protest Petitioner)

I believe this qualifies me as a formal protest petitioner.

Below is my signature in protest against this zoning change, witnessed by a notary public.

Pam Helmig
(Signature of Protest Petitioner)

(Signature of Protest Petitioner)

Pam Helmig
(Print Name)

(Print Name)

1/9/16
(Date Signed)

(Date Signed)

State of Wisconsin

} ss.

Waukegan County }

On the above date, this instrument was acknowledged before me by the

Named person(s)

Dale Schoessow
(Signature, Notary Public, State of Wisconsin)

Dale Schoessow
(Print or Type Name, Notary Public, State of Wisconsin)

9/18/16
(Date Commission Expires)

Formal Protest Petition Against Proposed Zoning Change

To the Common Council of the City of Mequon:

Please consider this a formal protest against the proposed zoning change amendment for:

11446 North Farndale Road (Oldenburg Farm)

It is my understanding that, if a sufficient number of property owners adjacent to this proposed rezoning submit this type of petition, the zoning change can only be approved if not less than a three-fourths majority of the Common Council members voting on this rezoning vote in favor of this change.

I own the property at the following address(es) 11234 Farndale Rd.

(Address or address of Property/Properties Owned by Protest Petitioner)

I believe this qualifies me as a formal protest petitioner.

Below is my signature in protest against this zoning change, witnessed by a notary public.

Irene Meyer
(Signature of Protest Petitioner)

(Signature of Protest Petitioner)

Irene Meyer
(Print Name)

(Print Name)

(Date Signed)

(Date Signed)

State of Wisconsin

} ss.

Ozaukee County }

On the above date, this instrument was acknowledged before me by the

Named person(s) Dale Schoessow
(Signature, Notary Public, State of Wisconsin)

Dale Schoessow
(Print or Type Name, Notary Public, State of Wisconsin)

9/18/16
(Date Commission Expires)

Formal Protest Petition Against Proposed Zoning Change

To the Common Council of the City of Mequon:

Please consider this a formal protest against the proposed zoning change amendment for:

11446 North Farmdale Road (Oldenburg Farm)

It is my understanding that, if a sufficient number of property owners adjacent to this proposed rezoning submit this type of petition, the zoning change can only be approved if not less than a three-fourths majority of the Common Council members voting on this rezoning vote in favor of this change.

I own the property at the following address(es) 11346 N. Farmdale Rd 99W
Mequon Wis 53097

(Address or address of Property/Properties Owned by Protest Petitioner)

I believe this qualifies me as a formal protest petitioner.

Below is my signature in protest against this zoning change, witnessed by a notary public.

Rudolph M. Lange
(Signature of Protest Petitioner)

Bodil M. Lange
(Signature of Protest Petitioner)

Rudolph G. Lange
(Print Name)

Bodil M. Lange
(Print Name)

1/6/2016
(Date Signed)

1/6/2016
(Date Signed)

State of Wisconsin

} ss.

Ozaukee County }

On the above date, this instrument was acknowledged before me by the

Named person(s) Dale Schroessow
(Signature, Notary Public, State of Wisconsin)

Dale Schroessow
(Print or Type Name, Notary Public, State of Wisconsin)

9/18/16
(Date Commission Expires)

Formal Protest Petition Against Proposed Zoning Change

To the Common Council of the City of Mequon:

Please consider this a formal protest against the proposed zoning change amendment for:

11446 North Farmdale Road (Oldenburg Farm)

It is my understanding that, if a sufficient number of property owners adjacent to this proposed rezoning submit this type of petition, the zoning change can only be approved if not less than a three-fourths majority of the Common Council members voting on this rezoning vote in favor of this change.

I own the property at the following address(es) 11326 N. Farmdale Rd
11326 N. Farmdale Rd
(Address or address of Property/Properties Owned by Protest Petitioner)

I believe this qualifies me as a formal protest petitioner.

Below is my signature in protest against this zoning change, witnessed by a notary public.

David Williams
(Signature of Protest Petitioner)

Nicolette Williams
(Signature of Protest Petitioner)

David Williams
(Print Name)

Nicolette Williams
(Print Name)

January 6, 2015
(Date Signed)

Jan 6, 2015
(Date Signed)

State of Wisconsin

} ss.

Ozaukee County }

On the above date, this instrument was acknowledged before me by the

Named person(s) Dale Schroessow
(Signature, Notary Public, State of Wisconsin)

Dale Schroessow
(Print or Type Name, Notary Public, State of Wisconsin)

9/18/16
(Date Commission Expires)

Formal Protest Petition Against Proposed Zoning Change

To the Common Council of the City of Mequon:

Please consider this a formal protest against the proposed zoning change amendment for:

11446 North Farmdale Road (Oldenburg Farm)

It is my understanding that, if a sufficient number of property owners adjacent to this proposed rezoning submit this type of petition, the zoning change can only be approved if not less than a three-fourths majority of the Common Council members voting on this rezoning vote in favor of this change.

I own the property at the following address(s) 11449 N. Farmdale Rd.
Mequon, WI 53097

(Address or address of Property/Properties Owned by Protest Petitioner)

I believe this qualifies me as a formal protest petitioner.

Below is my signature in protest against this zoning change, witnessed by a notary public.

Ervin Klug
(Signature of Protest Petitioner)

(Signature of Protest Petitioner)

Ervin Klug
(Print Name)

(Print Name)

1/7/16
(Date Signed)

(Date Signed)

State of Wisconsin

} ss.

Ozaukee County }

On the above date, this instrument was acknowledged before me by the

Named person(s)

[Signature]
(Signature, Notary Public, State of Wisconsin)

Dale Schoessow
(Print or Type Name, Notary Public, State of Wisconsin)

9/18/16
(Date Commission Expires)

Formal Protest Petition Against Proposed Zoning Change

To the Common Council of the City of Mequon:

Please consider this a formal protest against the proposed zoning change amendment for:

11446 North Farmdale Road (Oldenburg Farm)

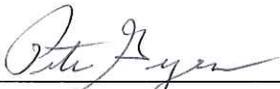
It is my understanding that, if a sufficient number of property owners adjacent to this proposed rezoning submit this type of petition, the zoning change can only be approved if not less than a three-fourths majority of the Common Council members voting on this rezoning vote in favor of this change.

I own the property at the following address(s) 11561 N. Farmdale Rd, Mequon

(Address or address of Property/Properties Owned by Protest Petitioner)

I believe this qualifies me as a formal protest petitioner.

Below is my signature in protest against this zoning change, witnessed by a notary public.



(Signature of Protest Petitioner)



(Signature of Protest Petitioner)

Peter Georgson

(Print Name)

Rose M. Georgson

(Print Name)

1/4/2016

(Date Signed)

1/4/16

(Date Signed)

State of Wisconsin

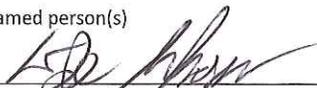
} ss.

Ozaukee

County }

On the above date, this instrument was acknowledged before me by the

Named person(s)



(Signature, Notary Public, State of Wisconsin)

Dale Schoessow

(Print or Type Name, Notary Public, State of Wisconsin)

9/18/16

(Date Commission Expires)

Formal Protest Petition Against Proposed Zoning Change

To the Common Council of the City of Mequon:

Please consider this a formal protest against the proposed zoning change amendment for:

11446 North Farmdale Road (Oldenburg Farm)

It is my understanding that, if a sufficient number of property owners adjacent to this proposed rezoning submit this type of petition, the zoning change can only be approved if not less than a three-fourths majority of the Common Council members voting on this rezoning vote in favor of this change.

I own the property at the following address(s) 11540 N. Farmdale Rd.

(Address or address of Property/Properties Owned by Protest Petitioner)

I believe this qualifies me as a formal protest petitioner.

Below is my signature in protest against this zoning change, witnessed by a notary public.

Joseph A. DiFrancesco
(Signature of Protest Petitioner)

(Signature of Protest Petitioner)

Joseph A. DiFrancesco
(Print Name)

(Print Name)

Jan. 4, 2016
(Date Signed)

(Date Signed)

State of Wisconsin

} ss.

Ozaukee County }

On the above date, this instrument was acknowledged before me by the

Named person(s) Wale Plaster
(Signature, Notary Public, State of Wisconsin)

Wale Schoessow
(Print or Type Name, Notary Public, State of Wisconsin)

9/18/16
(Date Commission Expires)

Formal Protest Petition Against Proposed Zoning Change

To the Common Council of the City of Mequon:

Please consider this a formal protest against the proposed zoning change amendment for:

11446 North Farmdale Road (Oldenburg Farm)

It is my understanding that, if a sufficient number of property owners adjacent to this proposed rezoning submit this type of petition, the zoning change can only be approved if not less than a three-fourths majority of the Common Council members voting on this rezoning vote in favor of this change.

I own the property at the following address(es) 11702 N. Farmdale Rd
Mequon, WI

(Address or address of Property/Properties Owned by Protest Petitioner)

I believe this qualifies me as a formal protest petitioner.

Below is my signature in protest against this zoning change, witnessed by a notary public.

[Signature]
(Signature of Protest Petitioner)

(Signature of Protest Petitioner)

Dale Schoessow
(Print Name)

(Print Name)

1/5/16
(Date Signed)

(Date Signed)

State of Wisconsin

} ss.

MILWAUKEE County }

On the above date, this instrument was acknowledged before me by the

Named person(s)
[Signature]
(Signature, Notary Public, State of Wisconsin)

KELLIE M. MINIKEL
(Print or Type Name, Notary Public, State of Wisconsin)

1-22-17
(Date Commission Expires)

Formal Protest Petition Against Proposed Zoning Change

To the Common Council of the City of Mequon:

Please consider this a formal protest against the proposed zoning change amendment for:

11446 North Farmdale Road (Oldenburg Farm)

It is my understanding that, if a sufficient number of property owners adjacent to this proposed rezoning submit this type of petition, the zoning change can only be approved if not less than a three-fourths majority of the Common Council members voting on this rezoning vote in favor of this change.

I own the property at the following address(es) 11438 N. FARMDALE RD
MEQUON, WI 53097
(Address or address of Property/Properties Owned by Protest Petitioner)

I believe this qualifies me as a formal protest petitioner.

Below is my signature in protest against this zoning change, witnessed by a notary public.

Karen Pelczynski
(Signature of Protest Petitioner)

(Signature of Protest Petitioner)

KAREN PELCZYNSKI
(Print Name)

(Print Name)

01-04-2016
(Date Signed)

(Date Signed)

State of Wisconsin

} ss.

Ozaukee County }

On the above date, this instrument was acknowledged before me by the

Named person(s)
[Signature]
(Signature, Notary Public, State of Wisconsin)

Dale Schroessow
(Print or Type Name, Notary Public, State of Wisconsin)

9/18/16
(Date Commission Expires)

Formal Protest Petition Against Proposed Zoning Change

To the Common Council of the City of Mequon:

Please consider this a formal protest against the proposed zoning change amendment for:

11446 North Farmdale Road (Oldenburg Farm)

It is my understanding that, if a sufficient number of property owners adjacent to this proposed rezoning submit this type of petition, the zoning change can only be approved if not less than a three-fourths majority of the Common Council members voting on this rezoning vote in favor of this change.

I own the property at the following address(es) 11805 N. Farmdale Rd.

(Address or address of Property/Properties Owned by Protest Petitioner)

I believe this qualifies me as a formal protest petitioner.

Below is my signature in protest against this zoning change, witnessed by a notary public.



(Signature of Protest Petitioner)



(Signature of Protest Petitioner)

Dean Schoessow

(Print Name)

Margaret Schoessow

(Print Name)

1/5/2016

(Date Signed)

1/5/2016

(Date Signed)

State of Wisconsin

} ss.

Ozaukee County }

On the above date, this instrument was acknowledged before me by the

Named person(s)



(Signature, Notary Public, State of Wisconsin)

Dale Schoessow

(Print or Type Name, Notary Public, State of Wisconsin)

9/18/16

(Date Commission Expires)

Formal Protest Petition Against Proposed Zoning Change

To the Common Council of the City of Mequon:

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11446 North Farmdale Road (Oldenburg Farm)

It is my understanding that, if a sufficient number of property owners adjacent to this proposed rezoning submit this type of petition, the zoning change can only be approved if not less than a three-fourths of the Common Council members voting on this rezoning vote in favor of the change.

I own the property at the following address(s) 10227 W. Mequon Rd Mequon
WI 53097

(Address or address of Property/Properties Owned by Protest Petitioner)

I believe this qualifies me as a formal protest petitioner.

Below is my signature in protest against this zoning change, witnessed by a notary public.

LeRoy G. Becker
(Signature of Protest Petitioner)

LeRoy G. Becker
(Print Name)

Bonnie Schultz
(Signature of Protest Petitioner)

Bonnie Schultz
(Print Name)

1/6/16
(Date Signed)

1-6-16
(Date Signed)

State of Wisconsin

Ozaukee County

On the above date, this instrument was acknowledged before me by the

Named person(s)

Dale Schoessow
(Signature, Notary Public, State of Wisconsin)

Dale Schoessow
(Print or Type Name, Notary Public, State of Wisconsin)

9/18/16
(Date Commission Expires)

Formal Protest Petition Against Proposed Zoning Change

To the Common Council of the City of Mequon:

Please consider this a formal protest against the proposed zoning change amendment for:

11446 North Farmdale Road (Oldenburg Farm)

It is my understanding that, if a sufficient number of property owners adjacent to this proposed rezoning submit this type of petition, the zoning change can only be approved if not less than a three-fourths majority of the Common Council members voting on this rezoning vote in favor of this change.

I own the property at the following address(s) 9520 W. Freistadt Rd 92 acres
9421 W. Freistadt Rd 28 acres

(Address or address of Property/Properties Owned by Protest Petitioner)

I believe this qualifies me as a formal protest petitioner.

Below is my signature in protest against this zoning change, witnessed by a notary public.

Steven M. Klug
(Signature of Protest Petitioner)

Steven M. Klug
(Print Name)

1-7-16
(Date Signed)

Deborah J. Klug
(Signature of Protest Petitioner)

Deborah J Klug
(Print Name)

1-7-16
(Date Signed)

State of Wisconsin

} ss.

Ozaukee County }

On the above date, this instrument was acknowledged before me by the

Named person(s) [Signature]
(Signature, Notary Public, State of Wisconsin)

Dale Schuessow
(Print or Type Name, Notary Public, State of Wisconsin)

9/18/16
(Date Commission Expires)

Formal Protest Petition Against Proposed Zoning Change

To the Common Council of the City of Mequon:

Please consider this a formal protest against the proposed zoning change amendment for:

11446 North Farmdale Road (Oldenburg Farm)

It is my understanding that, if a sufficient number of property owners adjacent to this proposed rezoning submit this type of petition, the zoning change can only be approved if not less than a three-fourths majority of the Common Council members voting on this rezoning vote in favor of this change.

I own the property at the following address(s) 9339 W. FREISTADT RD.
MEQUON, WI 53097

(Address or address of Property/Properties Owned by Protest Petitioner)

I believe this qualifies me as a formal protest petitioner.

Below is my signature in protest against this zoning change, witnessed by a notary public.

Thomas A. Klug
(Signature of Protest Petitioner)

Diane J. Klug
(Signature of Protest Petitioner)

THOMAS A. KLUG
(Print Name)

Diane J. Klug
(Print Name)

1/6/16
(Date Signed)

1-6-16
(Date Signed)

State of Wisconsin

} ss.

Ozaukee County }

On the above date, this instrument was acknowledged before me by the

Named person(s)
Dale Schoessow
(Signature, Notary Public, State of Wisconsin)

Dale Schoessow
(Print or Type Name/ Notary Public, State of Wisconsin)

9/18/16
(Date Commission Expires)

Formal Protest Petition Against Proposed Zoning Change

To the Common Council of the City of Mequon:

Please consider this a formal protest against the proposed zoning change amendment for:

11446 North Farmdale Road (Oldenburg Farm)

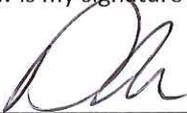
It is my understanding that, if a sufficient number of property owners adjacent to this proposed rezoning submit this type of petition, the zoning change can only be approved if not less than a three-fourths majority of the Common Council members voting on this rezoning vote in favor of this change.

I own the property at the following address(s) 8677 W FRUITSBURY RD

(Address or address of Property/Properties Owned by Protest Petitioner)

I believe this qualifies me as a formal protest petitioner.

Below is my signature in protest against this zoning change, witnessed by a notary public.



(Signature of Protest Petitioner)

(Signature of Protest Petitioner)

DAN MIKOLAJCZAK

(Print Name)

(Print Name)

1-9-16

(Date Signed)

(Date Signed)

State of Wisconsin

} ss.

Ozaukee County }

On the above date, this instrument was acknowledged before me by the

Named person(s)

Dale Schoessow
(Signature, Notary Public, State of Wisconsin)

Dale Schoessow
(Print or Type Name, Notary Public, State of Wisconsin)

9/18/16
(Date Commission Expires)

Formal Protest Petition Against Proposed Zoning Change

To the Common Council of the City of Mequon:

Please consider this a formal protest against the proposed zoning change amendment for:

11446 North Farmdale Road (Oldenburg Farm)

It is my understanding that, if a sufficient number of property owners adjacent to this proposed rezoning submit this type of petition, the zoning change can only be approved if not less than a three-fourths majority of the Common Council members voting on this rezoning vote in favor of this change.

I own the property at the following address(es) 11533 Glenwood Dr.

(Address or address of Property/Properties Owned by Protest Petitioner)

I believe this qualifies me as a formal protest petitioner.

Below is my signature in protest against this zoning change, witnessed by a notary public.

Quai A. Bergman
(Signature of Protest Petitioner)

(Signature of Protest Petitioner)

Brian A. Bergman
(Print Name)

(Print Name)

1/9/15
(Date Signed)

(Date Signed)

State of Wisconsin

} ss.

Ozaukee County }

On the above date, this instrument was acknowledged before me by the

Named person(s)
Dale Schoessow
(Signature, Notary Public, State of Wisconsin)

Dale Schoessow
(Print or Type Name, Notary Public, State of Wisconsin)

9/18/16
(Date Commission Expires)



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

www.ci.mequon.wi.us

Office of Community Development

TO: Common Council
FROM: Kim Tollefson, Director of Community Development
DATE: February 9, 2016
SUBJECT: Amendment to a PUD Approval for the Sarah Chudnow Campus Located at 10995 N Market Street to Reduce the Overall Site Acreage from 19.4 to 16.9 Acres; Ord 2016-1467

Background: The applicant is requesting a rezoning amendment for the Sarah Chudnow Campus, a continuum of care facility located at 10995 N Market Street. The development was approved as part of a Planned Unit Development in 2002 (Ordinance 2002-1049) and amended in 2014 (Ordinance 2014-1434). The approved plan consisted of 100 living units with different levels of care. All the public improvements have been installed and all units have been constructed. The proposed amendment reduces the overall PUD site area by 2.5 acres.

PUD Amendment: The PUD amendment reduces the overall site area by 2.5 acres to allow an adjacent site, located on Oriole Lane to utilize the 2.5 acres for a residential development that Lakeside Development is proposing. The existing PUD states that the overall maximum density for the Sarah Chudnow campus shall be 5.75 units per acre. Upon removal of the 2.5 acres from the overall land area, the density increases to 5.94 units per acre. The increase in density is negligible, and well within the parameters of other approved facilities of similar character. As a reference, the Newcastle Campus has a density of 6.89 units an acre.

Planning Commission Recommendation:

The Planning Commission recommendation is forthcoming from its meeting on February 8, 2016.

Kim Tollefson
Director of Community Development

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE NO. 2016-1467

Amendment to a PUD Approval for the Sarah Chudnow Campus Located at 10995 N Market Street to Reduce the Overall Site Acreage from 19.4 to 16.9 Acres

SECTION I:

Following recommendation of the Planning Commission on the 8th day of February, 2016, and after due notice and hearing by the Common Council of the City of Mequon on the 7th day of March, 2016, Ordinance #2002-0149 and 2014-1434, which created a planned unit development zoning overlay is hereby amended as follows:

- The overall site area shall remain 16.9 acres
- The overall density shall remain 5.94 units / acre

SECTION II:

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

SECTION III:

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

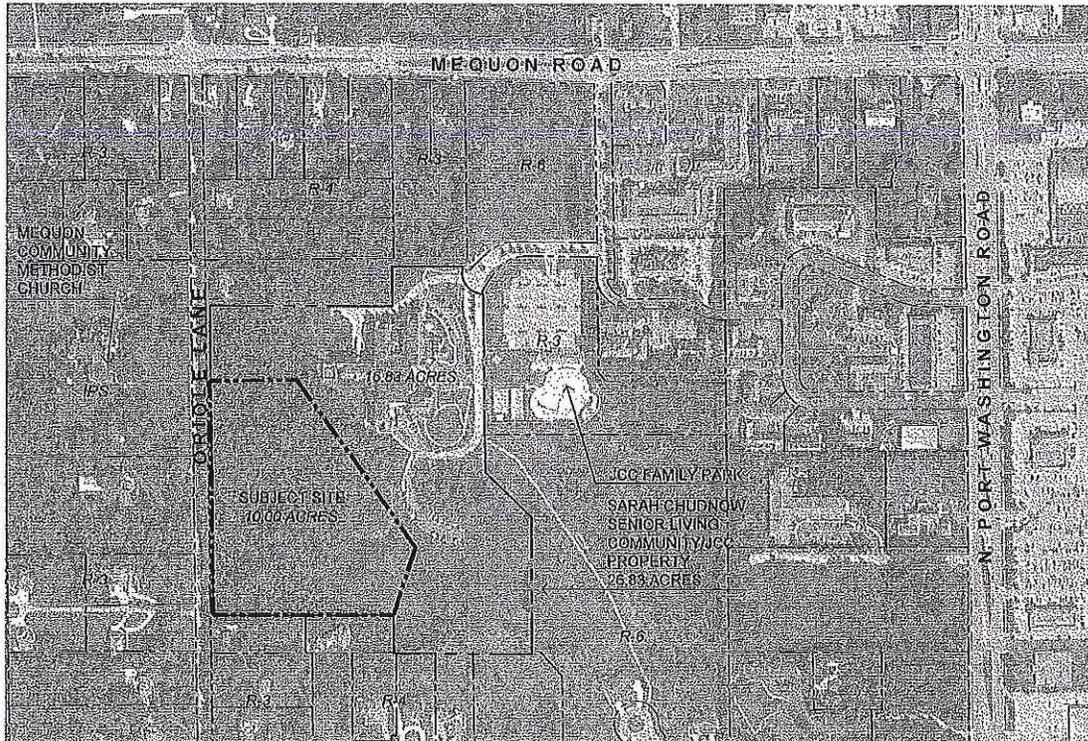
Approved by: Dan Abendroth, Mayor

Date Approved: February 9, 2016

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 9, 2016.

William H. Jones, Jr., City Clerk

Published: _____



ORIOLE LANE DEVELOPMENT: Aerial Context Plan
 Mequon, Wisconsin



February 01, 2016

DESIGNED BY: **Landmark Development Company**
 1000 W. WISCONSIN AVENUE
 SUITE 200
 MEQUON, WI 53121
 (414) 224-1111

DESIGNED FOR: **Landmark Development Company**
 1000 W. WISCONSIN AVENUE
 SUITE 200
 MEQUON, WI 53121
 (414) 224-1111

**COMMON COUNCIL
OF THE
CITY OF MEQUON**

ORDINANCE NO. 2002-1049

To amend the map portion of the "Development Ordinance of the City of Mequon" (i.e., Chapter 3) with respect to 17.4 acres of land located south of 1737 W. Mequon Road (Mequon Jewish Terrace)

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

SECTION I. Following recommendation of the Planning Commission on the 5th day of August, 2002, and after due notice and hearing by the Common Council of the City of Mequon on the 17th day of September, 2002, the existing and official City of Mequon district zoning maps are hereby amended so as to change the zoning classification of property as legally described in Exhibit A from R-4 (i.e., $\frac{3}{4}$ -acre, single-family residential) and C-2 (general conservancy) to IPS (institutional), PUD (planned unit development) and C-2 subject to the following special considerations:

1. The developer is entitled to a maximum density of 5.75 units per acre (i.e., 100 living units) distributed in the following manner:
 - Independent living (41 units)
 - Assisted living (25 units)
 - Nursing home (20 units)
 - Hospice care (5 units)
 - Memory care (9 units)
2. Final site plan, architectural plan, landscaping plan, open space management/stewardship plan, lighting plan, and signage plan details, and all subsequent amendment thereto, shall be subject to conditional use grant approval by the Planning Commission, and shall be additionally subject to review and approval by the Common Council.
3. Grading, drainage, erosion control, and other engineering plans are subject to Engineering Department review and approval. The Engineering Department reserves the right to consult with private engineering firms on these matters.
4. Road improvements at the intersection of Mequon Road and Market Street are subject to Wisconsin Department of Transportation approval and are to be funded by the applicant/developer.
5. Development impact adjacent to the wetland areas shall be subject to appropriate Wisconsin Department of Natural Resources and U.S. Army Corps of Engineers approval.
6. Any substantial change to the general concept plans illustrated in the attached exhibits shall require appropriate amendment to this ordinance and, if necessary, the approved conditional use grant.
7. Potable water for this development shall be provided by WE Energies Water Services.
8. Specimen trees, as identified by the City Forester, shall not be damaged or destroyed as a result of this development without appropriate approval by the City.

9. The Common Council shall approve a "fees in-lieu of taxes" agreement with the developer prior to this ordinance taking effect.
10. The developer shall fund the installation of wiring for a future signal at the intersection of Mequon Road and Market Street in accordance with the Wisconsin Department of Transportation and City of Mequon Engineering Department review and approval.
11. The developer shall fund a traffic study investigating the need and/or warrant for signalization at the intersection of Mequon Road and Market Street. The traffic engineer conducting the study shall be contracted by the City of Mequon and the study shall be conducted approximately one (1) year from the date of occupancy permitting.
12. Cost for installation of a future signalized intersection shall be assessed to area-wide development based on the development's proportionate share of impact necessitating signalization.

SECTION II: All ordinances or parts of ordinances contravening the terms of this ordinance are hereby to that extent repealed.

SECTION III: This ordinance shall take effect and be in full force upon its passage, publication, and Common Council approval of a "fee in-lieu of taxes" agreement.

Approved: _____
Christine Nuernberg, 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 _____ day of _____, 2002.

Lee Szymborski, City Clerk

Published: _____

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE NO. 2014-1434

To amend the map portion of the "Development Ordinance of the City of Mequon" (i.e., Chapter 3) with respect to 19.4 acres of land located at 10995 W Market Street. This Ordinance serves to amend previously approved Ordinance 2002-1049 regarding the Sarah Chudnow Campus

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

SECTION 1. Following recommendation of the Planning Commission on the 8th day of September 2014, and after due notice and hearing by the Common Council of the City of Mequon on the 14th day of October 2014, previously approved Ordinance 2002-1049 shall be amended so as to change the total number of living units and the number of units designated per type of care.

1. Ordinance 2002-1049 Section 1, Condition 1 shall read as follows:

The developer is entitled to a maximum density of 5.75 units per acre distributed in the following manner:

- Independent living (45 units)
- Assisted care (remaining units)

2. The building footprint and exterior shall remain consistent with the original approval. Any substantial changes to the plan will require an amendment to the PUD.

3. All other conditions identified in Ordinance 2002-1049 shall remain in force.

SECTION II: All ordinances or parts of ordinances contravening the terms of this ordinance are hereby to that extent repealed.

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

Approved: Dan Abendroth, Mayor_

Date Approved: October 30, 2014

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 14th day of October, 2014.

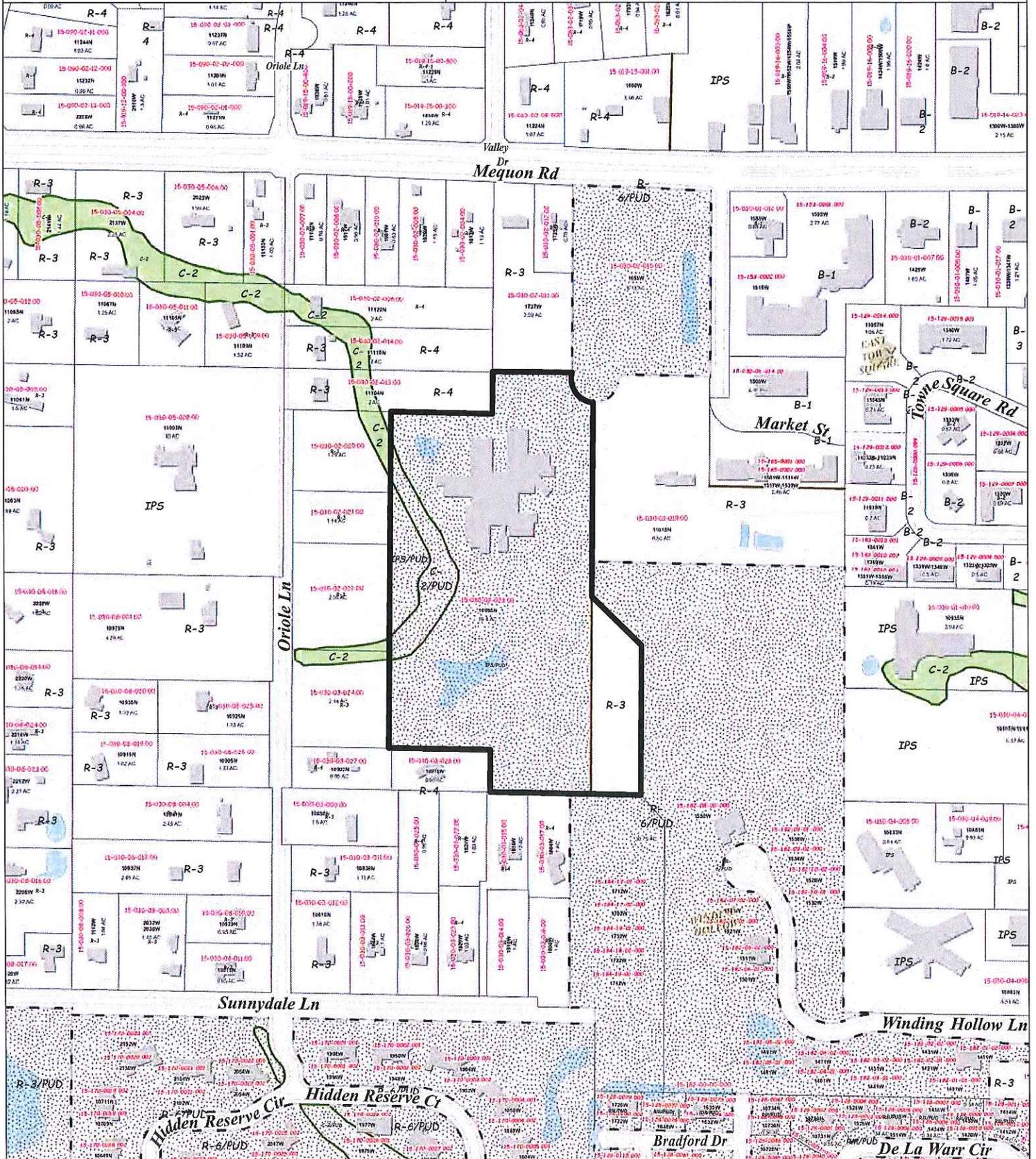
Jesse R Thyges, Acting City Clerk

Published: November 6, 2014

ITEM #9 - Sarah Chudnow

- 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





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

www.ci.mequon.wi.us

Office of Community Development

TO: Common Council
FROM: Kim Tollefson, Director of Community Development
DATE: February 9, 2016
**SUBJECT: An Amendment to the City of Mequon Zoning Map by Lakeside
Development for a 10 acre property located immediately south of 11104
Oriole Lane from R-3 (Single-Family Residential) with C-2 (General
Conservancy) to R-3 with C-2 and PUD (Planned Unit Development); Ord. 2016-
1468**

Background: The applicant is requesting a rezoning recommendation and concept plan approval for a nine unit single family condominium development on 10 acres of land located immediately south of 11104 Oriole Lane. The development proposal is contingent on acquiring 2.5 acres of land from the Sarah Chudnow campus which would net the 10 acres is necessary to have the legal standing to apply for a Planned Unit Development. The Sarah Chudnow campus is currently zoned IPS (Institutional) with a PUD Overlay. The net loss of acreage requires a zoning change for the Sarah Chudnow campus.

Proposed Yield Plan: The attached yield plan shows nine lots conforming to the R-3 (Residential 1 acre) zoning district. Several of the lots would require an encroachment into the wetland setback, which is allowed provided that all post construction run off is treated prior to its release into the wetlands.

Proposed Concept Plan: The applicant indicates that the goal of the development is to provide high end homes for those looking to downsize and do not want to maintain a large lot area. The proposed layout centralizes all buildings within the site to lessen the impact of the development on the surrounding area.

The concept plan shows nine single family condominiums accessed by a private road from Oriole Lane. The plan would require a small portion of the existing wetlands to be filled which will require approval from the DNR. The proposed buildings are also shown within the 50 foot wetland setback which would require all post construction run off is treated prior to its release into the wetlands. While staff is supportive of the concept plan in general, units eight and nine identified on the plan seem out of character with the rest of the development and will require additional wetlands to be filled. Staff recommends centralizing these units along the main driveway without impacting additional wetlands while also maintaining the required 30 foot separation between buildings. If relocation of these units is not feasible, staff recommends a reduction in the overall number of units.

Site Conditions: City Forester, Ken Baker, has walked the site to identify specimen trees and has determined there are specimen trees located on the site many are in or adjacent to the existing wetlands. Based on the size of the parcel and the number of trees on the site, he was unable to determine how many trees will be impacted by the proposed development. Staff recommends the applicant field locate all specimen trees and identify their location on the proposed site plan prior to Planning Commission action on the rezoning.

The site also contains a large wetland complex which was delineated by TRC Environmental on September 24, 2014 (see attached report). As stated above, the proposed concept plan includes the filling of a small portion of the wetland and reduced wetland setbacks. Since DNR approval of the fill and setback deviations is required, staff recommends that these issues be resolved prior to Planning Commission action on the rezoning.

Staff recommends to the Planning Commission the rezoning recommendation be **tabled** until the following issues are resolved:

- . DNR approval of the wetland fill and determination of the required setback.
- . Identification of all specimen trees being impacted by the proposed development.

Planning Commission Recommendation:

The Planning Commission recommendation is forthcoming at its meeting on February 8, 2016.

Kim Tollefson
Director of Community Development

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE NO. 2016-1468

An Amendment to the City of Mequon Zoning Map by Lakeside Development for a 10 acre property located immediately south of 11104 Oriole Lane from R-3 (Single-Family Residential) with C-2 (General Conservancy) to R-3 with C-2 and PUD (Planned Unit Development

SECTION I:

Following recommendation of the Planning Commission on the 8th day of February, 2016, and after due notice and hearing by the Common Council of the City of Mequon on the 7th day of March, 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-3 with Planned Unit Development (PUD) Overlay.

SECTION VI:

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

SECTION VII:

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

Approved by: Dan Abendroth, Mayor

Date Approved: February 9, 2016

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 9, 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.



The finest in architecture & construction management

February 2, 2016

Ms. Kimberly R. Tollefson
Director of Community Development
1133 N. Cedarburg Road
Mequon, WI 53092

Dear Kim,

Lakeside Development Company is considering developing a twelve acre site south of Mequon Road and east of Oriole Lane. Enclosed is an Aerial Context Plan which depicts the site.

Lakeside Development has been developing, designing and building high end homes in southeastern Wisconsin and Door County for over 30 years. We were instrumental in the development of Mequon's StoneFields, The Preserve at Glen Oaks and in Grafton: Woodland Shores, the first conservation project on the bluff of Lake Michigan in excess of fifty acres.

As a result of these developments, Lakeside has established a number of clients who have an interest in downsizing yet desire to maintain the same attention to detail found currently in their homes. Additionally many of these clients are long time Mequon residents and would like to continue to reside here. Lakeside plans on designing and building all of the homes in the development. Enclosed are elevations we are considering.

We plan to maintain a theme utilizing similar elements on each building. Based on the response from our past clients this should be a very successful development for both Lakeside and the City. Approximately half of the proposed site is owned by the Mequon Park Corporation and the other half by the Mequon Jewish Campus, Inc. Both of which are nonprofit; not subject to property tax.

In summary we are seeking to rezone the site to allow this development which will fill a housing void and increase our property tax base. Please let me know if you have questions.

Respectfully,

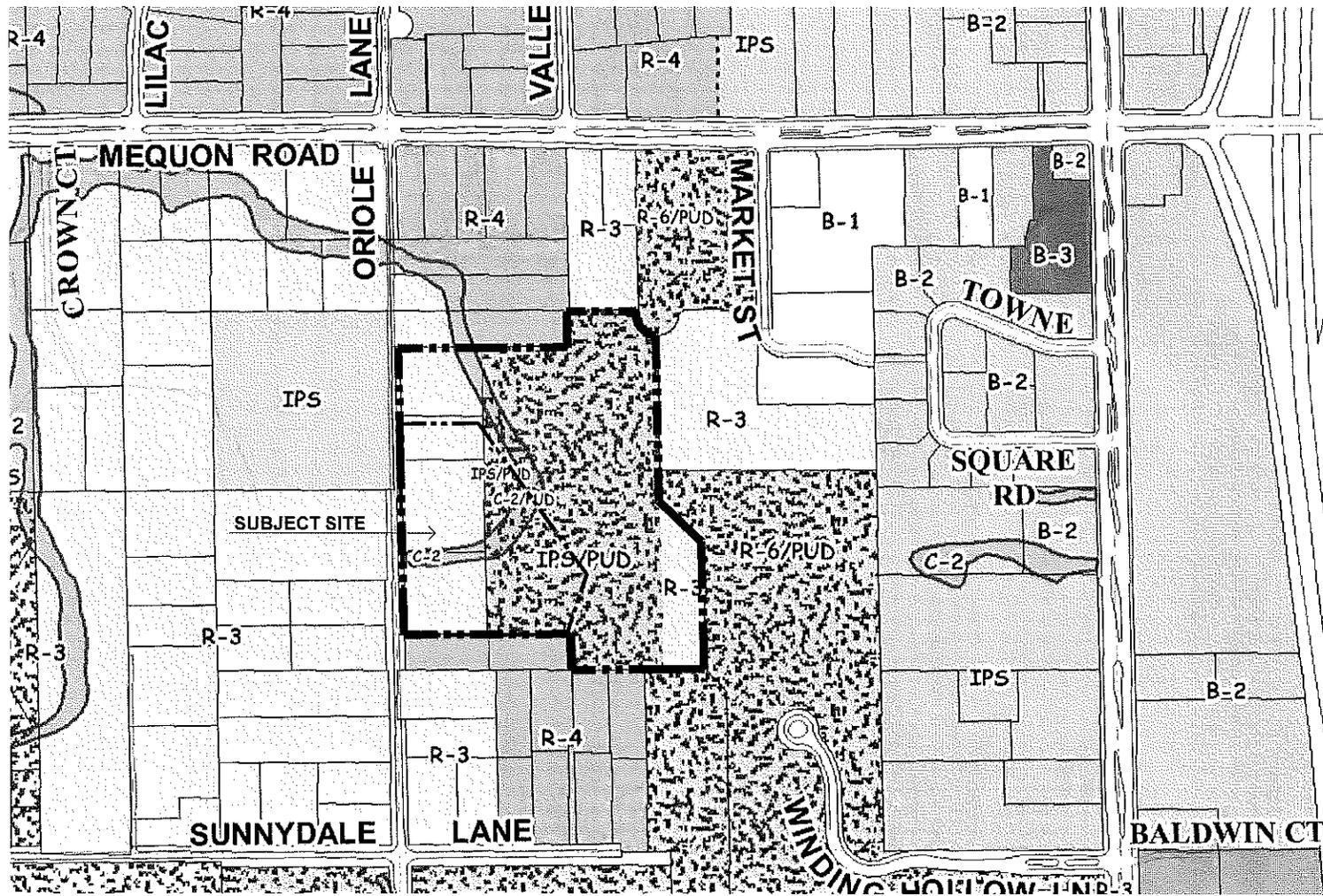
A handwritten signature in blue ink that reads "T. Zabjek".

Thomas A. Zabjek
President

c: Jac Zader

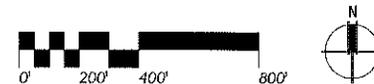
enclosures

Lakeside Building North
1500 W. Market Street, Suite 200
Mequon, Wisconsin 53092
☎ 262-241-2300 ☐ 262-241-2310
e-mail lakeside-development@msn.com
www.lakesidedevelopment.com



ORIOLE LANE DEVELOPMENT: Existing Zoning Map
 Mequon, Wisconsin

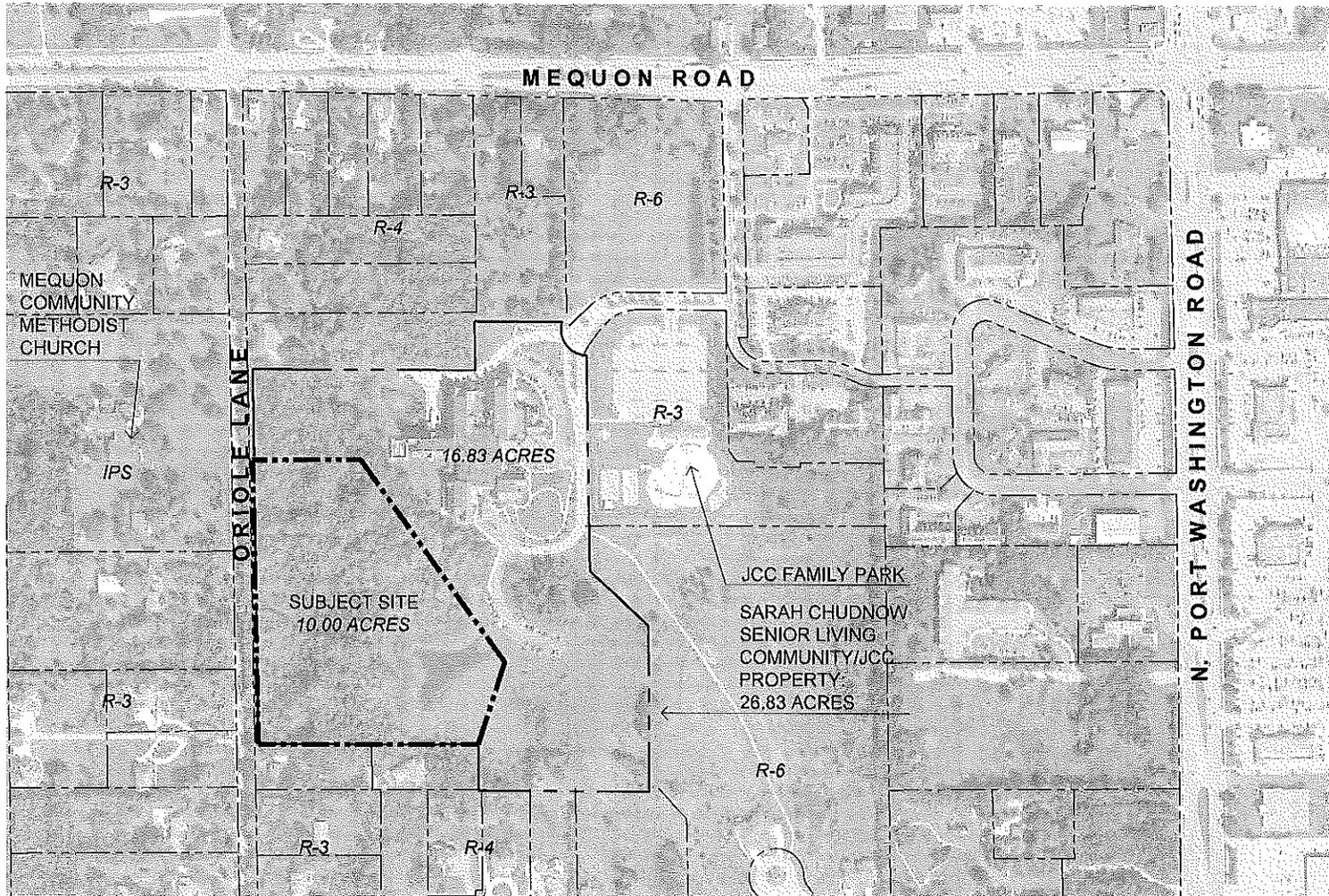
L-1



February 01, 2016

DESIGNED BY:  teska
 637 Grove Street
 Evanston, Illinois

DESIGNED FOR:
 Lohbeck Development
 Company
 1100 W. MARKET ST.
 SUITE 200
 MEQUON, WI
 53091

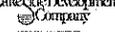


ORIOLE LANE DEVELOPMENT: Aerial Context Plan
 Mequon, Wisconsin

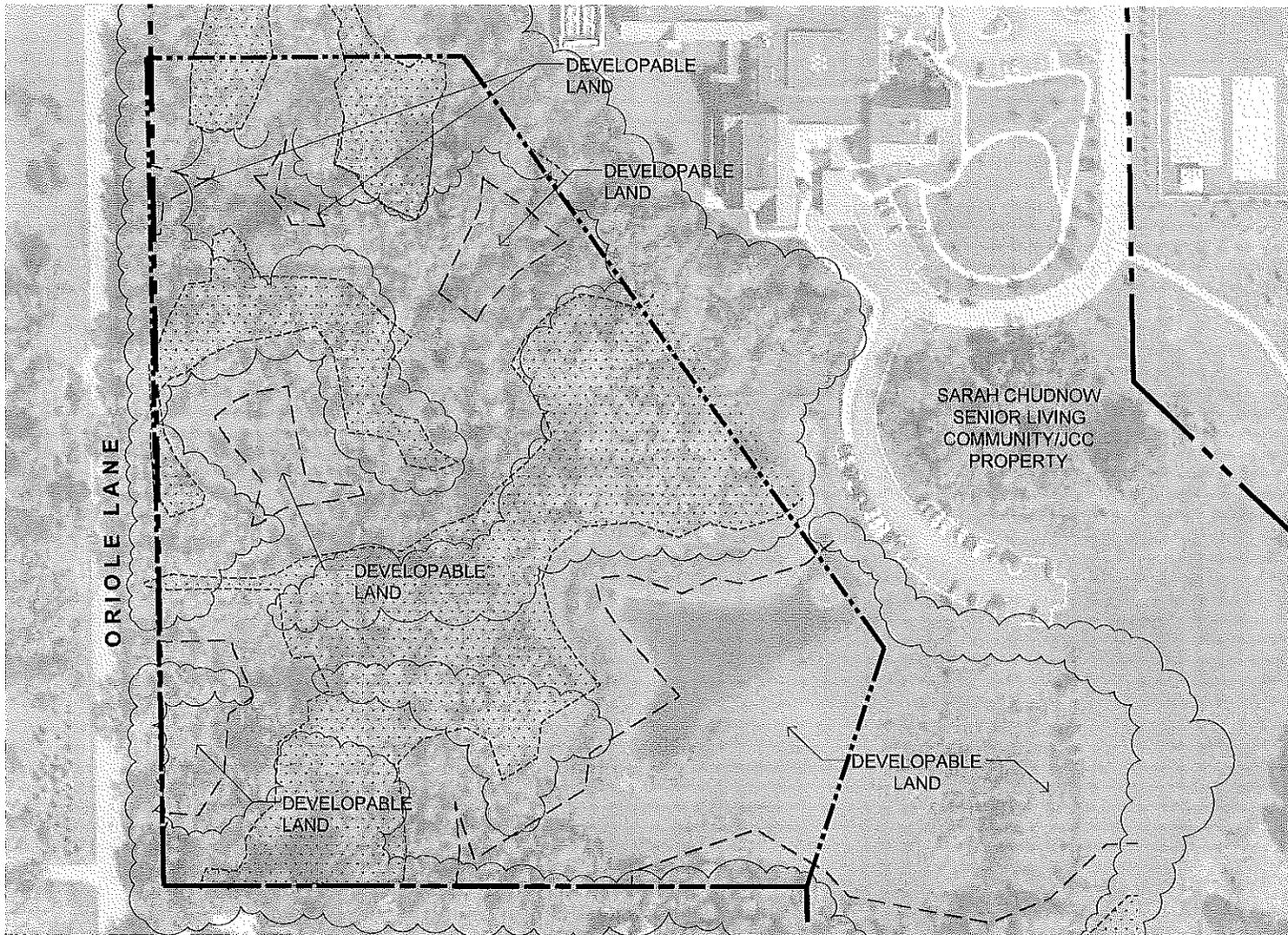


February 01, 2016

DESIGNED BY:  teska
 207 Green Street
 Evanston, Illinois

DESIGNED FOR:  LakeSide Development Company
 1000 W. ASHLEY ST.
 SUITE 100
 MEQUON, WI 53092

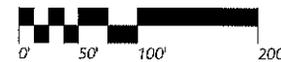
L-2



LEGEND:

-  Developable Land
-  Wetland
-  Wetland Edge

ORIOLE LANE DEVELOPMENT: Development Opportunities /
Environmental Preservation Plan Diagram
Mequon, Wisconsin



February 01, 2016



DESIGNED BY:
Landscape Development
Company
1000 W. MANHATTAN
SUITE 200
MILWAUKEE, WI
53092

L-3

LEGEND:

-  Wetland
-  Building Envelope Area
-  Average 2,000 s.f. Prototypical Building Footprint
-  Wetland Edge
-  50' Wetland Buffer Setback

**10 ACRE SITE
R-3 ZONED YIELD PLAN:**

- 9 LOTS @ 1.00 AC.
- 150' AVERAGE LOT WIDTH (TYP.)
- BUILDING AREA SETBACKS:
50' FROM ORIOLE LANE
20' SIDE AND REAR YARD

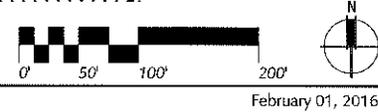
* WETLAND DELINEATION REPORT
PROVIDED BY TRC SOLUTIONS

L-4

DESIGNED BY:  **Landscape Development Company**

DESIGNED FOR:
1500 W. LAURET ST.
SUITE 200
MEQUON, WI 53001

 **Landscape Development Company**

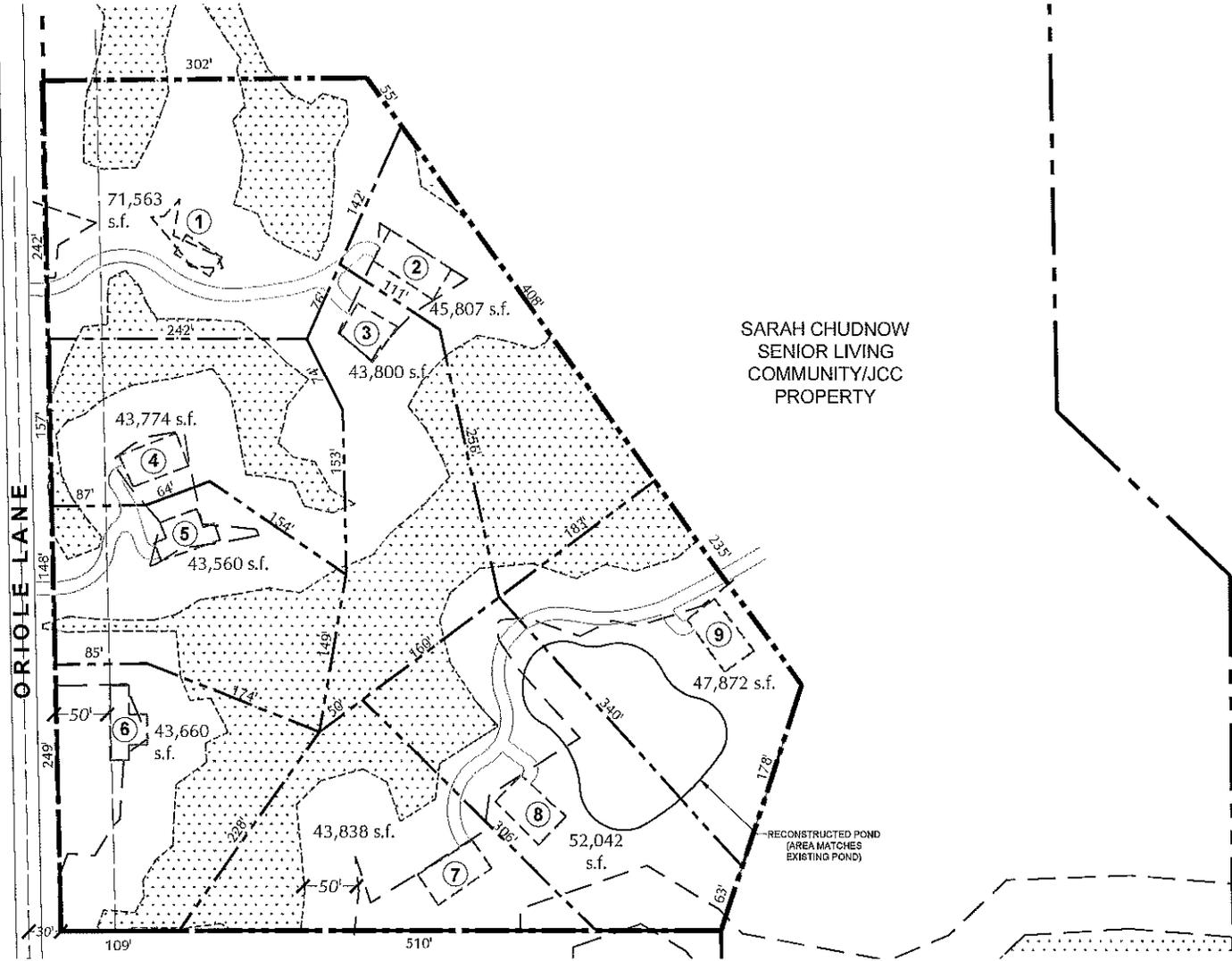


February 01, 2016

SARAH CHUDNOW
SENIOR LIVING
COMMUNITY/JCC
PROPERTY

RECONSTRUCTED POND
(AREA MATCHES
EXISTING POND)

ORIOLE LANE DEVELOPMENT: R-3 Yield Diagram
Mequon, Wisconsin



MEQUON COMMUNITY
METHODIST CHURCH
15-030-05-002.00
10.000 ACS

15-030-08-001.00
4.780 ACS

15-030-08-020.00
SM3352 VOL 23-331
1.026 ACS

15-030-08-025.00
CSM 3352 VOL 23-331
1.280 ACS

10920

10925

10915
15-030-08-019.00
SM3352 VOL 23-331
1.026 ACS

10905
15-030-08-026.00
CSM 3352 VOL 23-331
1.280 ACS

15-030-02-015.00
2.000 ACS

15-030-02-020.00
SM3406 VOL 1811-946
1.750 ACS

15-030-02-021.00
CSM 3406 VOL 1811-946
1.139 ACS
A: 1.139 AC

B: 2.360 AC

15-030-02-022.00
SM3406 VOL 1811-946
2.350 ACS

SUBJECT SITE:
10 ACRES

C: 2.140 AC

15-030-05-024.00
CSM 3406 VOL 1811-946
2.140 ACS

15-030-08-027.00
SM3352 VOL 23-331
0.920 ACS

E: 16.83 AC

15-030-02-023.00
CSM 3406 LOT 1 DOC 0862816
19.400 ACS

D: 4.36 AC

15-030-01-019.00
CSM 49012 LOT 1 DOC 1010723
6.508 ACS

TOTAL AREA:
26.83 ACRES

* MAP TAKEN FROM OZAUKEE
COUNTY GIS PORTAL

ORIOLE LANE DEVELOPMENT: Property Lines

Mequon, Wisconsin

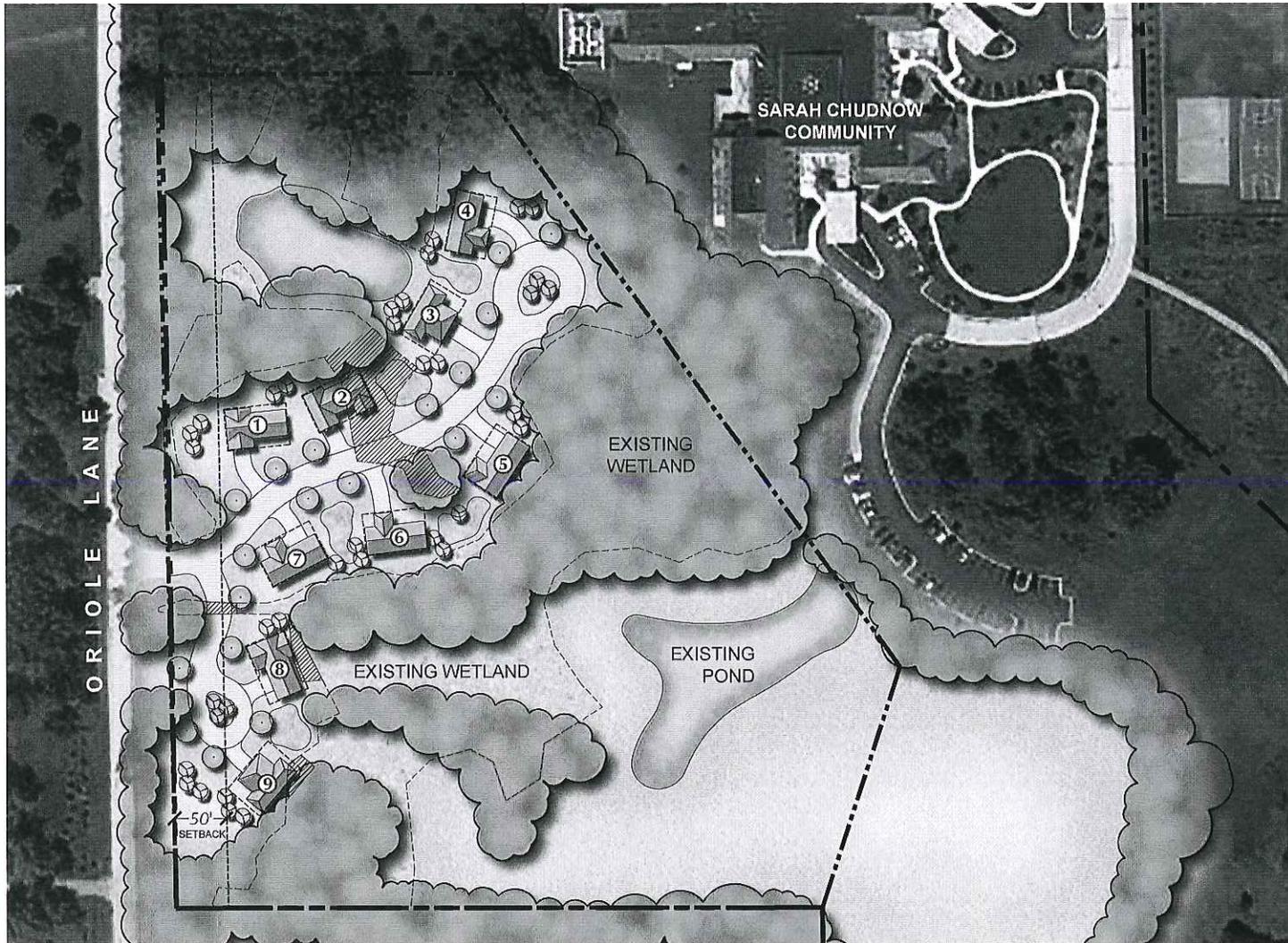


February 01, 2016



DESIGNED BY:
Lalor & Development
Company
1500 W. MARKET ST.
SUITE 200
MEQUON, WI
53092

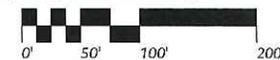
L-5



LEGEND:

-  Total Overall Sarah Chudnow Community Campus & JCC Property Area: 27.6 Acres
-  Sarah Chudnow Community Campus
-106 Units Existing
-Modified Property Area: 18.19 Acres
-  Residential Development
-10.0 Acres
-9 Homes
-  Proposed Home
(Within 40' x 60' Building Envelope;
With 10' Min. Wetland Offset)
-  Rain Garden / Wetland Buffer
(5 Total)
-  Wetland Edge
-  Existing Wetland to Remain
-  Existing Wetland to be Mitigated
(10,000 Sq. Ft. or Less)

ORIOLE LANE DEVELOPMENT: Site Development Plan
Mequon, Wisconsin



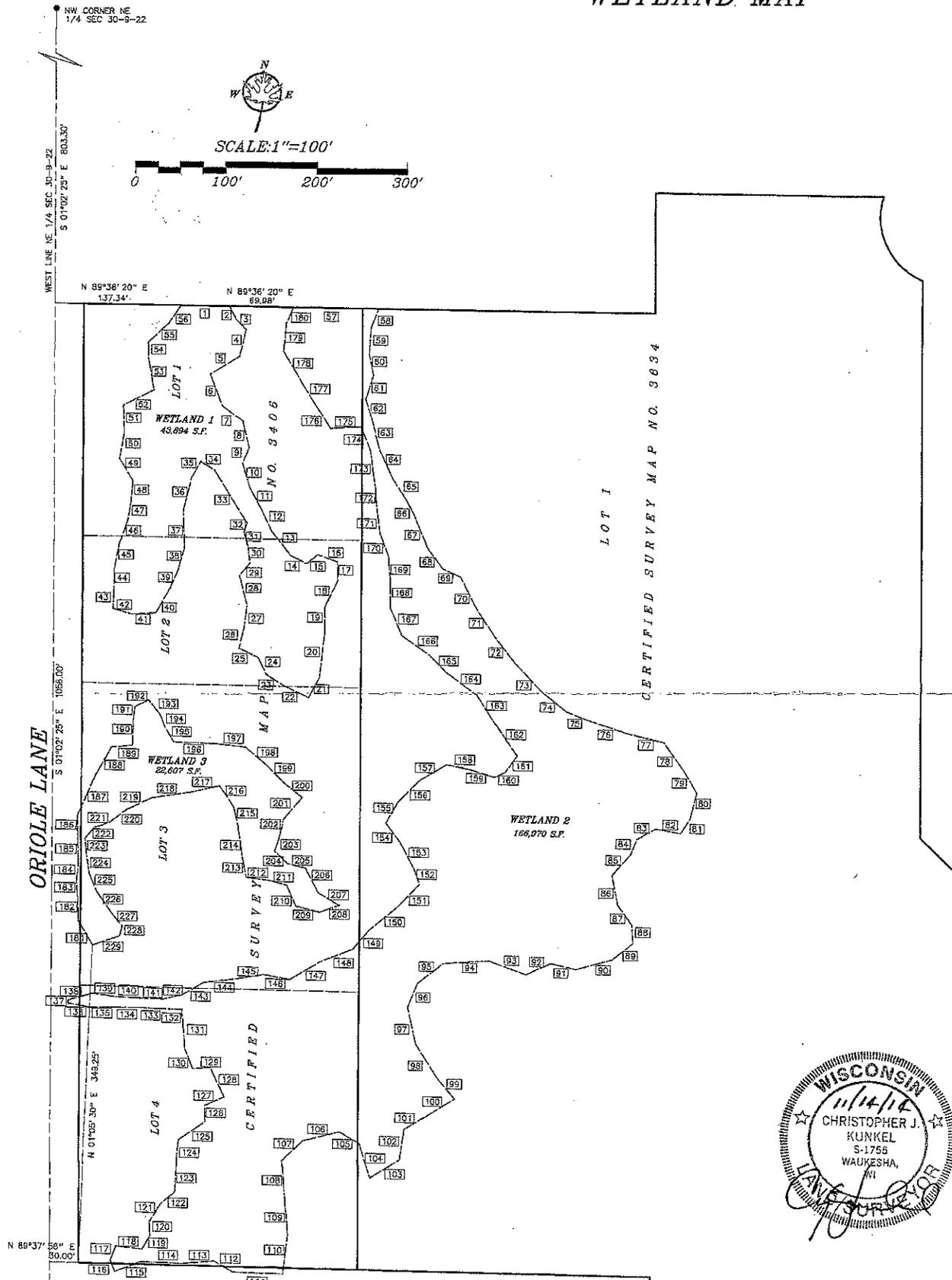
February 01, 2016

DESIGNED BY:  **Landscape Development Company**
1500 W. 144th ST.
SUITE 200
MEQUON, WI 53092

DESIGNED FOR: **L-6**

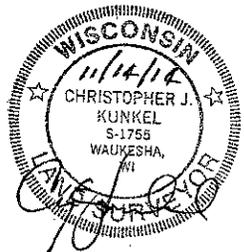
 **teeka**
227 Green Street
Evanston, Illinois

WETLAND MAP



ORICLE LANE

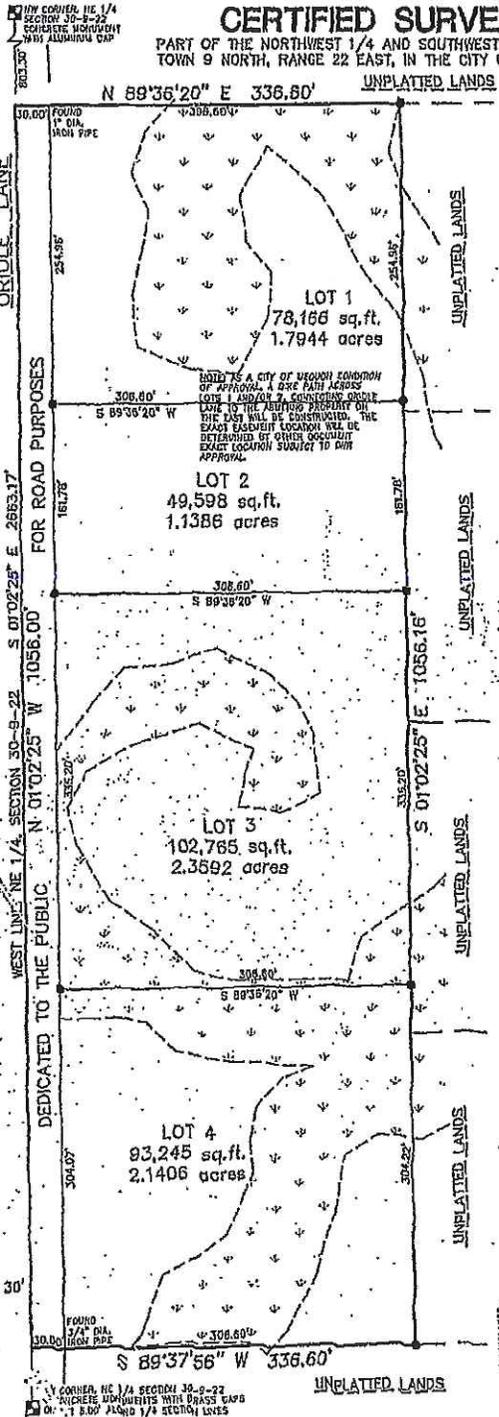
CERTIFIED SURVEY MAP NO. 3034



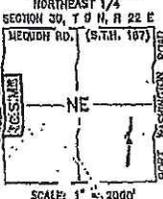
EDGEWOOD SURVEYING
 14195 BEECHWOOD TRAIL • NEW BERLIN • WISCONSIN 53151
 (262)868-5749 • fax (262)797-6323
 EMAIL: edgewoodsurveying@att.net
 www.edgewoodsurveying.com

CERTIFIED SURVEY MAP NO.

PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30,
TOWN 9 NORTH, RANGE 22 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN



VICINITY MAP



INDICATES 1.315" OUTSIDE DIAMETER IRON PIPE SET, 24" LONG, WEIGHING 1.68 LBS. PER LINEAL FOOT.

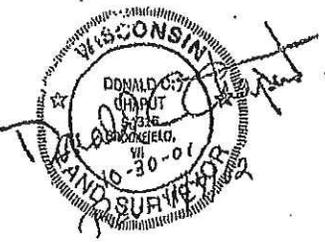
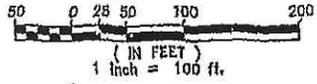


INDICATES WETLANDS FLAGGED BY MURN-ENVIRONMENTAL ON 2/13/98

BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN COORDINATE SYSTEM, SOUTH ZONE (NAD'27). THE WEST LINE OF THE NE 1/4 OF SECTION 30 HAS A BEARING OF S 01°02'26" E.



GRAPHIC SCALE



National Survey & Engineering

Telephone 262-781-4000
Facsimile 262-781-5400
8725 W. Glendale Road
Suite 200
Brookfield, WI 53005-5030
#0000000000
316020151010111-1111



15-030-03-020.00*
15-030-03-018.00*
15-030-03-019.00*

WEST LINE NE 1/4 SECTION 30-9-22 S 01°02'25" E 2853.17'
DEDICATED TO THE PUBLIC N 01°02'25" W 1056.00'
FOR ROAD PURPOSES

SW CORNER, NE 1/4 SECTION 30-9-22
CONCRETE MONUMENTS WITH BRASS CAPS
ON 1.500' TIES TO

CERTIFIED SURVEY MAP NO. _____

Part of the Northwest 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 30, Town 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN }
 }SS
WAUKESHA COUNTY }

I, DONALD C. CHAPUT, Registered Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped a Part of the Northwest 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 30, Town 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin, which is bounded and described as follows:

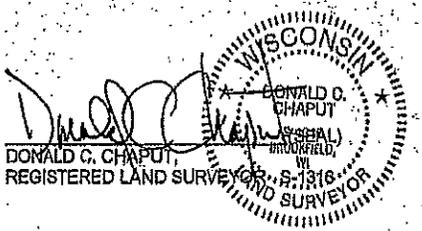
COMMENCING at the Northwest corner of said Northeast 1/4 Section; thence South 01°02'25" East along the West line of said Northeast 1/4 Section 803.30 feet to the point of beginning; thence North 89°36'20" East 336.60 feet to a point; thence South 01°02'25" East 1056.18 feet to a point; thence South 89°37'56" West 336.60 feet to the West line of said Northeast 1/4 Section; thence North 01°02'25" West along said West line 1056.00 feet to the point of beginning.

THAT I have made the survey, land division and map by the direction of MEQUON PARK CORPORATION, owner.

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

THAT I have fully complied with Chapter 235 of the Wisconsin Statutes and Ordinances of the City of Mequon.

October 30, 2001
DATE



CERTIFIED SURVEY MAP NO. _____

Part of the Northwest 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 30, Town 8 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin.

CORPORATE OWNER'S CERTIFICATE

MEQUON PARK CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said corporation caused the land described on this map to be surveyed, divided, mapped, and dedicated as represented on this map.

MEQUON PARK CORPORATION as owner, do further certify that this map is required by S.236.20 or 236.12 to be submitted to the following for approval or objection: City of Mequon

IN Witness Whereof MEQUON PARK CORPORATION has caused these presents to be signed by Jay R. Roth, Executive V.P. at Milwaukee, Wisconsin, this 31st day of October, 2001.

In the presence of:

MEQUON PARK CORPORATION

Jay R. Roth
Jay R. Roth, Executive Vice President

STATE OF WISCONSIN)
)SS
Milwaukee COUNTY)

PERSONALLY came before me this 31st day of October, 2001, Jay R. Roth, of the above named corporation, to me known as the person who executed the foregoing instrument, and to me known to be the Executive V.P. of the corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of the corporation, by its authority.

Robin J. [Signature] (SEAL)
Notary Public, State of Wisconsin
My commission expires _____
My commission is permanent.



CERTIFIED SURVEY MAP NO. _____

Part of the Northwest 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 30,
Town 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin.

CITY OF MEQUON PLANNING COMMISSION APPROVAL

APPROVED by the City of Mequon Planning Commission this 19th day of November, 2001, and
As Amended on December 29, 2002.

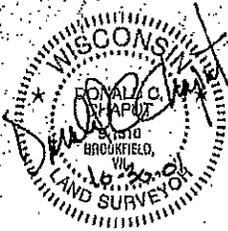
Christine Munn
CHAIRPERSON

[Signature]
SECRETARY

RECORDED

2003 JAN 15 PM 2:00

Ronald M. Chaput
REGISTER OF DEEDS
OSHAUKEE COUNTY, WI



THIS INSTRUMENT WAS DRAFTED BY DONALD C. CHAPUT,
REGISTERED LAND SURVEYOR S-1316

Resident Feedback

Jac Zader

From: Harriet Resnick <hmresnick@gmail.com>
Sent: Tuesday, February 02, 2016 4:19 PM
To: Jac Zader
Subject: Lakeside Development-Oriole Ia.

I shall be out of the State on Feb.8
however,I would like to cast my Vote AGAINST this Project!
I reside in HIDDEN RESERVE and if you
wish to contact me my phone is:
262-242-1516

Thank You for Your Kind Attentiona

Sent from my iPhone

Jac Zader

From: Julie Carpenter <carpjulie@wi.rr.com>
Sent: Tuesday, February 02, 2016 5:38 PM
To: Jac Zader; Kimberly Tollefson; John Hawkins
Subject: City Planning Commission and Alderman Hawkins

Gentlemen and Ms. Tollefson,

Since we am unable to attend the Planning Commission meeting on Monday, February 8th, we would like to express our grave concern for the proposed rezoning and development of 12 acres representing

the last remaining natural and wetlands area on the east side of Oriole Lane. The development of 9 lots and homes on this parcel would have a significantly negative impact on the natural and wildlife communities in this area. Fox, deer and a huge variety of birds inhabit this area. Destruction of this natural habitat would diminish property values for current home owners for the gain of additional tax revenue.

At some point, we in Mequon must adhere to the values that make our community livable and desirable. Please consider denying this rezoning change and maintain the natural habitat of our community.

Thank you,
John and Julie Carpenter

Jac Zader

From: Maryglen Kieckhefer <mgkieck@aol.com>
Sent: Wednesday, February 03, 2016 8:35 AM
To: Jac Zader
Subject: Development on Oriole Lane

We are very concerned about the planned development on Oriole Lane. This is a natural wetlands area and serves as a buffer between what is becoming an overabundance of commercial development on Mequon Road and our residential community. There is way too much development happening in Mequon, especially commercial, and it is changing our Mequon community. We filled out a survey a year or so ago and the published results dictated that some new development was warranted to help increase our tax base, but not too much. This hasn't happened. There is so much new construction going on, especially on Mequon Road and Port Washington Road. We don't want to have our community become the new Bluemound Road area of the east. Our taxes have not been significantly reduced due to the increased tax base. Please vote no for this latest development proposal.

Thank you,
Maryglen and Robert Kieckhefer
1903 W. Hidden Reserve Road
Mequon, WI 53092

Kimberly Tollefson

From: Gaylord Dean Smith <dean350@ameritech.net>
Sent: Saturday, January 30, 2016 1:04 PM
To: Kimberly Tollefson; John Hawkins
Cc: Mequon Nature Preserve
Subject: RE: Residential Development on Oriole Lane

I note that this project is scheduled for a Planning Commission meeting Monday, February 8, 2016 at 7:00 p.m.

Would one or both of you kindly ensure that there is a firm commitment to remove the buckthorn from this property? I really struggle to remove this invasive species from our five-acre property across (west) the street as required by a City ordinance and good citizenship. Having a property near me with an infestation of buckthorn makes my compliance with this ordinance ever more challenging (and expensive), given the ability to propagate across streets and property lines.

If complying with my request is somehow not actionable kindly investigate whether the property owner (Lakeside Development Company?) will grant me permission to remove at least the mature female (berry producing) buckthorn tree directly across (east) the street from our driveway entrance at 10975 N Oriole Lane in Mequon. If desired, I would be willing to directly request this permission of the property owner if you can provide a name and contact information.

Again, assuming DNR approval regarding the wetlands on the property involved, I wish to re-express my support for the rezoning request. The land use involved proposed appears to be well conceived.

Finally, I would like to avoid attending the above-mentioned Planning Commission meeting. When I retired from a career in Human Resource management in 2004 I promised myself that I would thereafter attend as few meetings as feasible, my patience with time-consuming meetings being exhausted prior to my retirement. I suspect that you may at least mildly empathize with these feelings.

Thank you,
G. Dean Smith
10975 N Oriole Lane
Mequon, WI 53092-4913
H: 262-242-0788
M: 414-943-0788

Robin Buzzell

Subject: Proposed Development on Oriole Lane

From: Rick Frank [mailto:rick.frank@yahoo.com]

Sent: Thursday, February 04, 2016 8:37 AM

To: Jac Zader

Cc: Kimberly Tollefson

Subject: Proposed Development on Oriole Lane

Dear Mr. Zader,

We live in Hidden Reserve. We are very concerned with the planned development on the east side of Oriole Lane just south of Mequon Rd. So much of the valuable wetlands in our area have been destroyed or damaged, including the Sarah Chudnow campus, Children's Hospital, and the neighboring two family developments.

Increasing population density also increases traffic. There is plenty of single family development underway in other parts of Mequon that are under-populated where additional home construction would not be so damaging and disruptive.

Sincerely,

Richard Frank
10632 N Hidden Reserve Circle
Mequon
262-227-4334

Robin Buzzell

Subject: FW: proposed development on Oriole Lane/District 6

From: Barbara Frank [<mailto:barbara.frank32@gmail.com>]
Sent: Wednesday, February 03, 2016 4:50 PM
To: Jac Zader
Cc: Kimberly Tollefson
Subject: proposed development on Oriole Lane/District 6

Dear Mr. Zader,

We live in Hidden Reserve. I'm upset at the idea of development of 12 acres in District 6 close by our home, on the east side of Oriole Lane just south of Mequon Rd. So much of the valuable wetlands in our area have been destroyed or damaged, including the Sarah Chudnow campus, Children's Hospital, and the neighboring two family development.

Also, I oppose increasing the population density, to say nothing of the traffic, in our area. There is plenty of single family development underway in other parts of Mequon that are under-populated.

Barbara Frank
10632 N Hidden Reserve Circle
Mequon

Barbara Frank
262-389-0130



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

www.ci.mequon.wi.us

Office of Community Development

TO: Common Council
FROM: Kim Tollefson, Director of Community Development
DATE: February 9, 2016
SUBJECT: Amendment to the City of Mequon Zoning Map for Approximately 2.22 acres Located at 11351-11363 N Port Washington Road from B-3 (Office) to B-2 (Community Commercial) and a Land Use Plan Map Amendment from Office to Community Commercial ; Ord. 2016-1469

Background: The applicant, Kohler Credit Union, is requesting to rezone the property located at 11351-11363 N Port Washington Road. The site contains a multi-tenant commercial building that includes Kohler Credit Union and Powers Realty. Kohler Credit Union is requesting a rezoning to attract a wider range of potential tenants.

Rezoning: The Port Washington Road corridor in its entirety contains a mix of commercial land uses. In general, the more intense commercial zoning and uses remain located on the east side of Port Washington Road abutting the interstate. The subject site is located within a portion of the street block that contains a number of contiguous B-3 (Office) zoned parcels. In addition, this block immediately abuts lands (to the west) that is zoned single-family residential. A change to the zoning of the subject site could set the precedent for the remaining B-3 parcels to request a change to B-2 zoning. The B-2 zoning district allows for fast food restaurants and retail uses which are more intense than the uses allowed in the B-3 zoning district. The B-3 zoning district allows for a variety of uses compatible with the commercial corridor that will also maintain compatibility with adjacent residential neighborhood.

Fiscal Note: This change is fiscally neutral.

Staff Recommendation:

The Planning staff is recommending denial of the rezoning and Land Use Plan map request.

Planning Commission Recommendation:

The Planning Commission recommendation is forthcoming from their meeting on February 8, 2016.

Kim Tollefson
Director of Community Development

Attachments:
Narrative (PDF)

Zoning Map (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE NO. 2016-146A

Amendment to the City of Mequon Zoning Map for Approximately 2.22 acres Located at 11351-11363 N Port Washington Road from B-3 (Office) to B-2 (Community Commercial) and a Land Use Plan Map Amendment from Office to Community Commercial

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:

The Planning Commission of the City of Mequon, by majority vote of the Commission on February 8, 2016, has recommended approval of a Land Use Plan Map amendment to designate the property illustrated in Exhibit A as "Community Commercial".

SECTION III:

The City of Mequon Common Council has held a public hearing on this proposed Land Use Plan amendment at their March 7, 2016, meeting in accordance with section 66.1001(4)(d) of the Wisconsin Statutes.

SECTION IV:

The City of Mequon Common Council, by enactment of this ordinance, formally approves and adopts the Land Use Plan amendment illustrated in Exhibit A, pursuant to section 66.001(4)(c) of the Wisconsin Statutes.

SECTION V:

Following recommendation of the Planning Commission on the 8th day of February, 2016, and after due notice and hearing by the Common Council of the City of Mequon on the 7th day of March, 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 Community Commercial.

SECTION VI:

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

SECTION VII:

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

Approved by: Dan Abendroth, Mayor

Date Approved: February 9, 2016

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 9, 2016.

William H. Jones, Jr., City Clerk

Published: _____



January 21, 2016

Mr. Jac Zader
Assistant Director of Community Development
City of Mequon
11333 N. Cedarburg Road
Mequon, WI 53092-1930

RE: Request to change zoning from B-3 to B-2 / 11357 North Port
Washington Road / Kohler Credit Union Building

Dear Mr. Zader:

In an effort to help market the above-referenced property, we are requesting that the zoning classification be changed to B-2 from B-3. The B-2 zoning includes many uses that we feel would complement our existing business.

We recently lost three potential tenants, two related to fitness and a dry cleaner, because the B-3 zoning did not include these uses. A physical therapist currently has interest but includes fitness classes as a part of her business model. Under the current zoning, we cannot move forward.

Because the building was recently built and there are only two spaces in addition to the Credit Union, nothing will change related to design or site layout. The current zoning was in place when the site was purchased and the Kohler Credit Union did not require a zoning change. They, too, are very concerned about the type of use within their building but are requesting that they have more flexibility with the leasing efforts.



Please consider our request for a zoning change. This is a high value development that needs the ability to lease to businesses that complement the Credit Union and are not closely related to the current financial use.

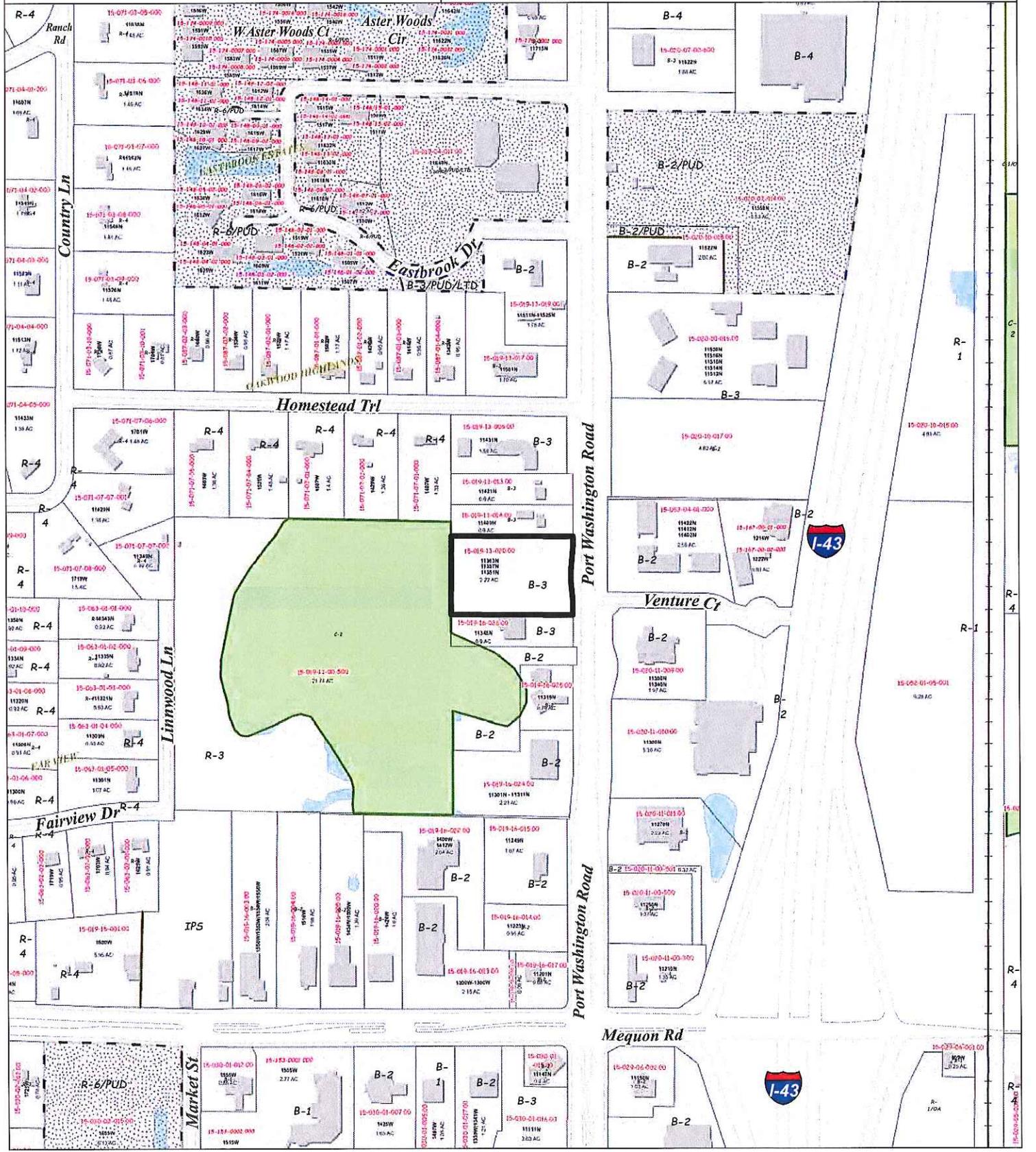
Sincerely,

A handwritten signature in black ink, appearing to read "Brian Starr". The signature is fluid and cursive, with a long horizontal stroke extending from the end of the name.

Brian Starr

ITEM #10 - Kohler Credit Union

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





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: February 4, 2016
SUBJECT: Initial Resolution Authorizing General Obligation Bonds in an Amount Not to Exceed \$9,020,000; Res 3350

Background

Over the past several months, the Public Works and Finance-Personnel Committees have taken up the matter of designing and financing the proposed Combined Public Works Facility.

Analysis

Based on estimates provided by City staff and the City's architect, the City's financial advisor, Ehlers and Associates has set the size of the new debt issue at \$9,020,000. Please see the attached worksheets showing a breakdown of the proposed financing and a pro forma debt schedule.

Fiscal Impact

Based on the attached pro forma from the City's financial advisor, Ehlers & Associates, the debt incurred in order to build the facility will increase the mil rate on the City's tax levy approximately \$0.15 per year over the life of the bonds. Adopting this resolution does not commit the City to the size or timing of this issue however the expectation is that the sale will take place on March 8, 2016.

Recommendation

The attached initial resolution authorizing the issuance of General Obligation Bonds not to exceed \$9,020,000 is recommended for adoption.

Tom Watson
Finance Director

Attachments:
2016 Financing Plan 2016-01-18 set sale revised (PDF)

COMMON COUNCIL OF THE

CITY OF MEQUON

RESOLUTION NO. 3350

INITIAL RESOLUTION AUTHORIZING GENERAL OBLIGATION BONDS
IN AN AMOUNT NOT TO EXCEED
\$9,020,000

BE IT RESOLVED by the Common Council of the City of Mequon, Ozaukee County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, General Obligation Bonds in an amount not to exceed \$9,020,000 for the purpose of paying the cost of constructing and equipping a new public works facility and bond issuance costs.

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to publish a Notice to Electors in the Ozaukee County News Graphic, within fifteen (15) days of the adoption and recording of the foregoing resolution.

BE IT FURTHER RESOLVED that the Finance Director (in consultation with the City's financial advisor, Ehlers & Associates, Inc.) shall prepare or cause to be prepared an Official Notice of Sale and an Official Statement and take other actions necessary for the sale of the Bonds on March 8, 2016.

Adopted this 9th day of February, 2016.

APPROVED BY: _____
Dan Abendroth, Mayor

DATE APPROVED: _____

ATTEST:

William Jones, City Clerk

(SEAL)

City of Mequon

Capital Project Financing



		2016 BQ
		G.O. Bond
		3/24/16
Projects		
Public Works Facility		8,700,000
Preliminary Planning and Design Costs		150,000
Subtotal Needed for Projects		8,850,000
Estimated Finance Related Expenses		
Financial Advisor		36,400
Bond Counsel (Estimate)		13,500
Paying Agent		675
Rating Agency Fees		13,500
Max. Underwriter's Discount	\$12.50	112,750
Total Financing Required		9,026,825
Estimated Interest Earnings		(8,400)
Rounding		1,575
NET ISSUE SIZE		9,020,000

City of Mequon



2016 Capital Projects Financing - (15 year Level Debt Service)

Year	Existing Net Debt Service Payments	General Obligation Bonds 9,020,000 Dated 3/24/16			Total	Net Debt Payments	Equalized Value		Existing Tax Rate General	DPW	Total Tax Rate	Year
		3/1	Rate ¹	Int			Tax Base ²	Change in EV				
		Princ	Rate ¹	Int								
2015	2,010,841					2,010,841	4,109,790,800	4.39%	0.49		0.49	2015
2016	2,296,677					2,296,677	4,326,896,700	5.28%	0.53		0.53	2016
2017	2,323,140	460,000	0.650%	256,081	716,081	3,039,221	4,370,165,667	1.00%	0.53	0.16	0.70	2017
2018	2,370,750	545,000	0.890%	173,941	718,941	3,089,691	4,413,867,324	1.00%	0.54	0.16	0.70	2018
2019	2,183,898	550,000	1.110%	168,464	718,464	2,902,361	4,458,005,997	1.00%	0.49	0.16	0.65	2019
2020	1,627,588	555,000	1.320%	161,748	716,748	2,344,336	4,502,586,057	1.00%	0.36	0.16	0.52	2020
2021	1,621,488	565,000	1.530%	153,763	718,763	2,340,250	4,547,611,917	1.00%	0.36	0.16	0.51	2021
2022	1,156,225	575,000	1.710%	144,524	719,524	1,875,749	4,593,088,037	1.00%	0.25	0.16	0.41	2022
2023	1,135,500	585,000	1.880%	134,109	719,109	1,854,609	4,639,018,917	1.00%	0.24	0.16	0.40	2023
2024	1,042,700	595,000	2.030%	122,571	717,571	1,760,271	4,685,409,106	1.00%	0.22	0.15	0.38	2024
2025	1,021,663	610,000	2.170%	109,913	719,913	1,741,576	4,732,263,197	1.00%	0.22	0.15	0.37	2025
2026	603,888	620,000	2.300%	96,165	716,165	1,320,052	4,779,585,829	1.00%	0.13	0.15	0.28	2026
2027	293,625	635,000	2.420%	81,351	716,351	1,009,976	4,827,381,687	1.00%	0.06	0.15	0.21	2027
2028	0	655,000	2.550%	65,316	720,316	720,316	4,875,655,504	1.00%		0.15	0.15	2028
2029	0	670,000	2.650%	48,088	718,088	718,088	4,924,412,059	1.00%		0.15	0.15	2029
2030		690,000	2.750%	29,723	719,723	719,723	4,973,656,180	1.00%		0.14	0.14	2030
2031		710,000	2.850%	10,118	720,118	720,118	5,023,392,742	1.00%		0.14	0.14	2031
2032						0	5,073,626,669	1.00%				2032
2033						0	5,124,362,936	1.00%				2033
2034						0	5,175,606,565	1.00%				2034
2035						0	5,227,362,631	1.00%				2035
2036							5,279,636,257	1.00%				
TOTAL	19,687,980	9,020,000		1,755,873	10,775,873	30,463,853						

Total Net Costs 10,775,873

¹ Rates based Suamico & Caledonia Sales plus .20

² Equalized value projections based on actual for 2015, 1% growth thereafter



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Office of Community Development

TO: Common Council
FROM: Kim Tollefson, Director of Community Development
DATE: February 9, 2016
SUBJECT: An Amendment to the City of Mequon Approved Development Agreement to Extend the Project Completion for Phase II: Cafe Hollander; Res 3355

Background: The applicant, Mequon Town Center LLC, is requesting a development agreement amendment for the Mequon Town Center project located at the intersection of Mequon Road and Cedarburg Road. This will be the fourth amendment to the development agreement and is requested to extend the project completion for Phase II: Cafe Hollander.

Development Agreement Amendment: The current development agreement states that Phase II of the project (Café Hollander) shall be completed no later than February 29, 2016. The applicant is now requesting that the completion date for Phase II be extended to June 30, 2016. This date coincides with the overall completion of the project, per the current development agreement, including all final landscaping and hardscape features.

Fiscal Impact: Despite this amendment, the property is fully assessed for valuation purposes as of January 1st.

Planning Commission Recommendation: The Planning Commission recommendation is forthcoming from its meeting on February 8, 2016 and is subject to the following conditions:

1. Phase II of the project shall be complete by June 30, 2016.

Finance & Personnel Committee Recommendation: The Finance & Personnel Committee recommendation is forthcoming from its meeting on February 9, 2016.

Kim Tollefson
Director of Community Development

Attachments:
FourthDAAmendment02.09.16 (DOCX)
Zoning Map (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION NO. 3355

An Amendment to the City of Mequon Approved Development Agreement to Extend the Project Completion for Phase II: Cafe Hollander

WHEREAS, the Common Council granted approval of the Development Agreement on April 9, 2013; and

WHEREAS, the development agreement amendment provides for the extension of Phase II completion by June 30, 2016; and

WHEREAS, on February 8, 2016, the Planning Commission recommended approval of the amendment to the development agreement attached as Exhibit A.

WHEREAS, on February 9, 2016, the Finance & Personnel Committee recommended approval of the amendment to the development agreement attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL FOR THE CITY OF MEQUON, that the amendment to the development agreement for Mequon Town Center, is hereby approved and that the appropriate City officials are hereby authorized to sign this agreement.

Approved by: Dan Abendroth, Mayor

Date Approved: February 9, 2016

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 9, 2016.

William H. Jones, Jr., City Clerk

Published: _____

FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT

WHEREAS, the parties to this Fourth Amendment to Development Agreement executed that certain Development Agreement of April 29th, 2013 (“the Development Agreement”), and the parties executed a First Amendment to Development Agreement under date of May 21, 2014, and the parties executed a Second Amendment to Development Agreement under date of June 5, 2014 and a Third Amendment to Development Agreement under date of April 21, 2015.

WHEREAS, the parties are desirous of amending said Development Agreement, in order to amend and restate certain terms and obligations, as follows.

NOW THEREFORE, the parties to this Amendment to Development Agreement, agree that the following shall modify and amend certain provisions of the Development Agreement, as follows:

1. Section 1. (u) of the Development Agreement, at page 6 thereof, is hereby amended to read: “The Project Phase II Completion Date” means December 31, 2015 for the purpose of valuation only. And, complete construction of Phase II no later than, January 30, 2016. Landscaping installation related to Phase II and as depicted in Exhibit: Phase II Landscaping shall be complete by June 30, 2016.

5. Except as hereby amended, all other terms and provisions of the Development Agreement and the First Amendment to Development Agreement and the Second Amendment to Development Agreement and the Third Amendment to Development Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties to the Development Agreement and this Amendment to Development Agreement have caused this to be signed in duplicate originals this _____ day of February, 2016, which shall be the effective date of this Fourth Amendment to Development Agreement.

CITY OF MEQUON

Dan Abendroth, Mayor

William H Jones, Jr., City Administrator & City Clerk

WIRED SHAFFER MEQUON LLC

By: _____
Dated: _____.
Blair W. Williams, Managing Member

MEQUON TOWN CENTER LLC

By: _____
Dated: _____.
Wired Shaffer Mequon LLC, Managing Member
By Blair W. Williams, its Managing Member

MEQUON TOWN CENTER I, INC.

By: _____
Dated: _____.
_____, President

CONTINUING GUARANTEES

Dated: _____.
Blair W. Williams
In his individual Capacity, as Guarantor
Of the Development Agreement

Dated: _____.
Michael J. Kelly
In his individual Capacity, as Guarantor
Of the Development Agreement

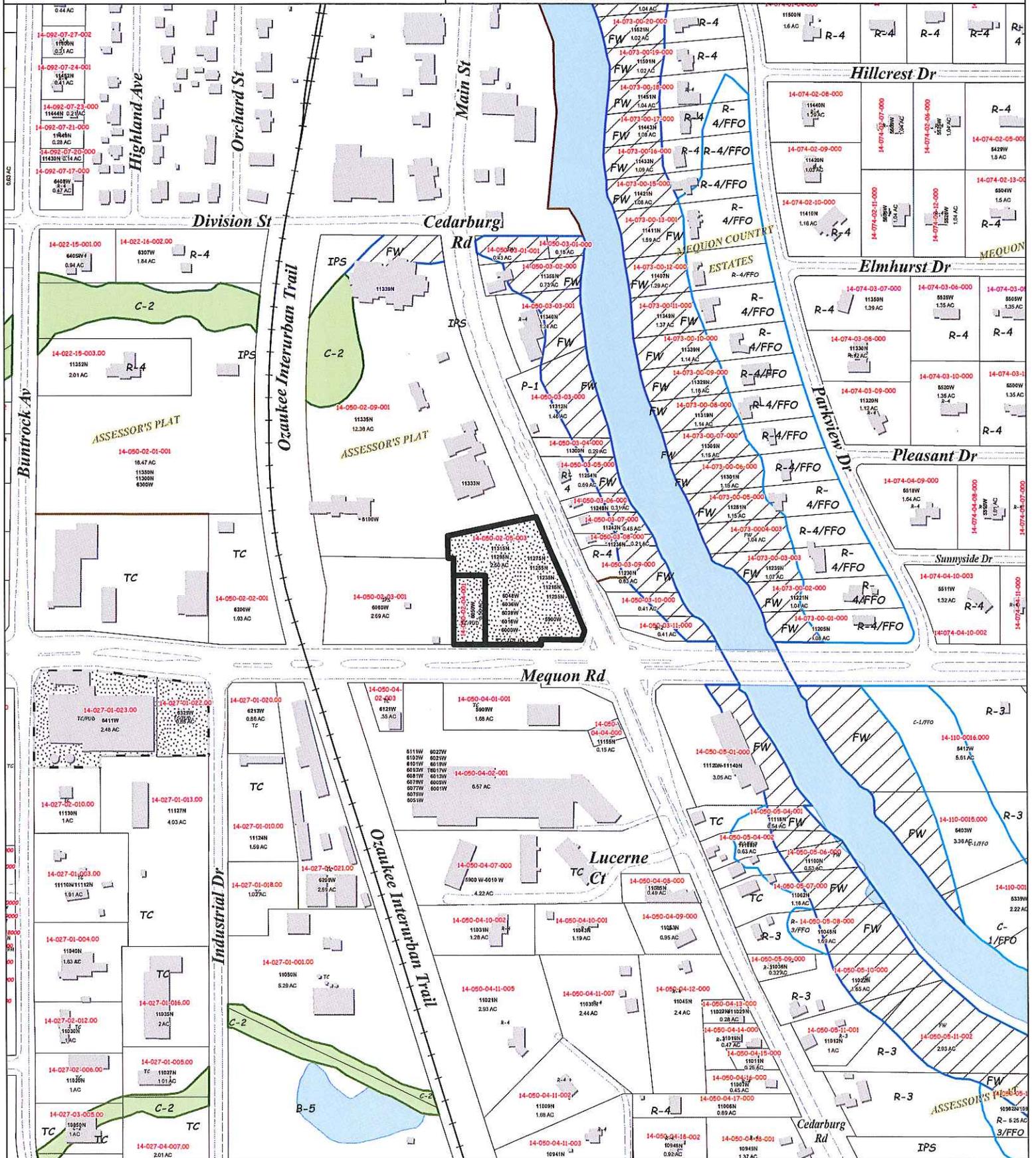
Dated: _____.

**Cynthia Shaffer
In her individual Capacity, as Guarantor
Of the Development Agreement**

ITEM #6 - Mequon Town Center LLC

- 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





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Office of the Parks & Operations Director

TO: Public Works Committee
Common Council
FROM: Don Curran, Director of Parks and Operations
DATE: February 1, 2016
SUBJECT: 2016 Equipment Replacement Program; Res. 3356

Background

The Department of Public Works Equipment Replacement Program provides for the replacement of vehicles and equipment for all divisions of the Public Works Department. The Sewer Division and the Water Utility have separate budgets that support the replacement of their respective equipment. The replacement program provides funding for smaller items such as string trimmers and chainsaws to larger vehicles such as snow plow trucks, loaders and excavators. The majority of the equipment replaced annually will be listed in this report. There may be circumstances throughout the year when smaller pieces are replaced due to unexpected failure.

Analysis

The items listed in the appendix attached to this memo are larger items with a higher monetary value. All are anticipated purchases with the exception of a rubber tired loader for which we are proposing a lease purchase option. The City currently has a similar arrangement with a wheeled excavator that was delivered in 2015. The higher purchase price of this type of equipment makes leasing a better option. The City also has received favorable pricing when purchasing the equipment at the end of the lease. Equipment is routinely inspected to determine the overall condition whether or not major repairs are anticipated. The replacement items for 2016 are listed, and items for the following four years are also presented to the Public Works Committee for approval. Future years are subject to change based on new needs or equipment issues that may develop.

Staff is often able to capture better pricing by purchasing vehicles or equipment that are on hand as part of a dealer's inventory. This has most often been the case with smaller vehicles such as pickup trucks. Vehicles often meet or exceed our minimum requirements that staff has developed for this equipment. Multiple vehicles are located and confidential quotes are received for this equipment to insure comparisons are made and that the City obtains the best pricing. Due to the variety of options and components on larger trucks, staff routinely develops specifications and has the chassis and truck equipment special ordered to meet the Department's requirements.

Listed below is a summary of 2015 equipment purchases followed by the equipment requested for 2016. Equipment purchased in 2015 totaled \$350,135. The amount approved for 2015 was \$373,000. Anticipated purchases for 2017 through 2020 are also provided to assist with future budgeting.

2015 Purchases

Highway truck #305 (1999) was replaced with a similar unit including plow, wing and salter. The purchase price of the chassis and all components was \$152,148.

Utility pickup truck #202 (1999) was replaced with a 2015 Ford F-250 4X4. Purchase price of this vehicle and related equipment was \$31,864.

Utility pickup truck #404 (2003) was replaced with a 2015 Ford F-250 two wheel drive pickup with power lift gate. Purchase price with equipment was \$30,947.

Skid Steer #420 (1998) was replaced with a 2015 Case SV280. Purchase price was \$41,250.

Two Toro utility carts (1998, 2000) were replaced with a similar Toro cart and a John Deere Gator 4X4 cart. Purchase price of the two carts was \$27,921.

A Simplicity riding mower (2000) was replaced with a Toro zero turn mower with collection system. Purchase price was \$11,799.

An Impala sedan #516 was replaced with a used Chevrolet Tahoe that was previously a Mequon Police Department supervisor vehicle. Purchase price was \$12,800.

A Caterpillar M318 excavator (2006) was replaced with a similar Caterpillar M320F excavator. Staff elected to lease this vehicle for five years with an option to purchase at the end of the lease. Annual lease payment is \$35,472.

A skid steer mounted snow blade. Purchase price of \$4,695.

Miscellaneous small equipment: \$1,420

Total 2015 Purchases and Leases \$350,135 **2015 Budget Amount \$373,000**

Proposed 2016 Purchases and Leases

The City is entering into the second year of a five year lease for unit #336, the Caterpillar M320F excavator. Annual payment amount for the lease is \$35,472.

Truck #306

A 2001 IHC tri-axle dump truck that is used primarily for the transport of aggregate, topsoil and asphalt from numerous locations. Material is hauled to the City yard or directly to jobsites. Also used for the hauling of material from ditching and excavating projects. The truck currently has 145,402 miles on it. The major concern is frame failure. Due to rust and stress, cracking has been observed along the main double frame rails. Replacement is recommended before expensive repairs are needed. Estimated replacement cost is \$165,000.

New Holland Loader #329

A 2005 rubber tired loader that is used on a daily basis for loading aggregate and also loading salt during the winter season. This loader currently has 4,422 hours on it. Mechanical issues are beginning to become evident, primarily in the driveline and brake areas. Motor failure was also addressed a few years ago. Corrosion and rust are leading to other problems with mechanical components and the metal body panels. Much like the Caterpillar excavator the Department is currently leasing, staff recommends a lease/purchase approach for this loader. With an estimated cost of \$175,000, staff anticipates a lease payment of approximately \$35,000 per year. With the amount of funding available for 2016 and the need for several other pieces of equipment, this approach seems to be the best solution. Bids will be requested for a similar loader.

Ford 3930 Tractor/Broom #362

A 1995 tractor with enclosed cab, front mounted broom and rear scraper blade. This tractor sees year round operation mainly for road sweeping and cleanup. Also an important component of the City's annual road shouldering effort as it is used for grading and cleanup of aggregate. After 21 years, the tractor is showing signs of wear and also has issues with the air conditioning system. The low road speed slows response times to remote areas of the City. A similar tractor will be selected with larger tires and a different gear ratio that will improve the speed of the vehicle. Specifications will be completed and bids will be requested. Cost estimate: \$60,000

Utility Pickup #401

A 2003 GMC 1500 4X4 pickup truck that is currently a supervisor vehicle, this truck is used daily for transportation and inspection of jobsites and park facilities. This vehicle carries a variety of hand and power tools along with cones and items needed for road emergencies. The truck will have approximately 100,000 miles on it when it is redeployed. It is recommended that this truck be retained temporarily to assist with transporting ten seasonal employees the Department hires each summer and fulltime staff that need a smaller truck for transportation. A similar vehicle will be selected with a cost estimate of \$36,000.

Fiscal Impact

Based on the information provided, staff is requesting approval of an amount not to exceed \$336,000, which includes the equipment listed above plus \$5,000 for replacement of small equipment such as saws, trimmers and mowers. Staff requested that \$300,000 be budgeted for 2016 purchases. An amount of \$260,000 was received for 2016. The DPW Equipment Replacement Fund (Account # 410787-725011) has a current balance of \$369,317.82. The sale of the Department's current tri-axle truck and New Holland loader is expected to generate approximately \$30,000.00 after the new equipment arrives later this year. After purchases, the fund would be reduced to \$33,317.82; however, the anticipated revenue would result in a fund

balance of \$63,317.82. This amount will be kept in reserve for unexpected emergency purchases during the year. This amount is similar to what has been kept in reserve in previous years.

Equipment replacement suggestions and cost estimates are included for 2017-2020. Future funding levels remain a concern as equipment prices continue to increase. The Department is approaching a twenty year replacement cycle for larger snowplowing vehicles; past practice has been about seventeen years. Staff has attempted to highlight the budget numbers required to support this program; however, current funding may not be adequate to address future needs. Anticipated funding estimates are provided as follows:

2017

(2) Existing Leases	\$70,000
#206 – 1991 GMC Dump	65,000
#308 – 2000 IHC Highway Plow	170,000
#203 – 1998 F-250 4X4 w/Plow	45,000
#436 – 2007 Toro Z-Master Mower	<u>11,000</u>
	\$361,000

2018

(2) Leases	\$70,000
#307 – 1997 IHC Highway Plow	170,000
#301 – 1983 Mack 4X4 Highway Plow	225,000
(3) City Cars	<u>20,000</u>
	\$485,000

2019

(2) Leases	\$70,000
#315 – 1997 IHC Highway Plow	175,000
#328 – 2000 Cat Loader	<u>210,000</u>
	\$455,000

2020

(2) Leases	\$70,000
#318 – 2001 IHC Highway Plow	175,000
#204 – 2006 GMC Utility Dump Truck	50,000
#365 – 1999 Posi-Track Mower	<u>135,000</u>
	\$430,000

2016	\$336,000
2017	\$361,000
2018	\$485,000
2019	\$455,000
2020	\$430,000

Total \$2,067,000

To support the program over the next five years, an annual budget amount of \$413,000.00 will be required. The City is approaching a period when higher priced pieces of equipment will need replacement. As staff has suggested in previous years, the annual budget amount of \$260,000 will need to be increased if the program is expected to remain viable. Numerous pieces of equipment are being retained past estimated life expectancy. As a result of this, repair costs may begin to escalate.

Staff Recommendation

It is staff's recommendation to approve Resolution No. 3356, which authorizes a lump sum amount not to exceed \$336,000 for the purchase of the equipment requested for 2016.



Don Curran
Director of Parks and Operations

Attachments:
2016-2020 Equipment Replacement Program
Equipment List
Resolution No. 3356

DEPARTMENT OF PUBLIC WORKS-EQUIPMENT REPLACEMENT PROGRAM

Update as of: February, 2016

A. Major Categories

1. Heavy Snow Removal Equipment-Consists of five units; four units are multi-purpose. Replacement cycle on dedicated units should be about 15 years. The loader would be replaced on a shorter cycle depending on use; replacement costs estimated at \$155,000-\$235,000.
2. Regular Snow Removal Equipment-Consists of fifteen units; units are equipped for plowing and salting or sanding as required; replacement cycle of diesel powered units should be approximately 15-17 years; new units purchased have one-man wing attachments to cut down on labor time on designated routes; replacement costs estimated at \$145,000.
3. Utility Trucks/Pick-up Trucks-Consists of 17 units; vehicles are hauling trucks, utility trucks and pick-up trucks used in daily operations; replacement cycle varies based on use, but should average 10-12 years; replacement costs for major units estimated at \$170,000; minor units at \$25,000 to \$50,000.
4. Utility and Mowing Equipment-Consists of 12 major units with various attachments; replaced as needed; average replacement cost \$35,000; some units are \$81,000-\$125,000 because of special equipment packages.
5. Miscellaneous Construction Equipment-Currently consists of 22 units; major items are the excavating machines with 8-10 year replacement at \$200,000 or \$50,000/yr. on 4 year lease/purchase; the balance of the units vary in replacement cost and are generally only replaced as needed.
6. Public Works Miscellaneous Cars/Trucks-Fleet made up of 10 units; used by city inspectors, survey crews and City hall staff; some vehicles transferred from Police Department at time of trade and acquired at trade value (about \$6,000 each).

B. DEPARTMENT OF PUBLIC WORKS EQUIPMENT REPLACEMENT BUDGET

February 2016

	Number of Units	Approximate Replacement Cycle	Average Value or Range Per Unit
Heavy Snowplowing Trucks/Equipment	5	10-15 yrs.	\$200,000 and up
Regular Salt/Plow Trucks	15	15-20 yrs.	\$165,000
Pick-up, Utility, Hauling Trucks	17	8-10 yrs.	Major items \$170,000 to \$250,000 Minor items \$25,000 to \$50,000
Utility and Mowing	18	As needed	\$12,000-\$125,000
Miscellaneous Construction Equip.	22	6-8 yrs (major) 10 yrs (minor)	Major-\$130,000-\$200,000 Minor- \$6,000-\$80,000
Miscellaneous DPW Cars/Trucks	10	2 years	\$6,000

Total Equipment Value: Approximately \$6,500,000.00

CATEGORY 1 - HEAVY SNOW REMOVAL EQUIPMENT

<u>NO.</u>	<u>YEAR</u>	<u>DESCRIPTION</u>	<u>REPL. YR.</u>	<u>REPL. COST</u>	<u>REMARKS</u>
300	2005	Sterling Tandem w/Plow & Wing		\$170,000	Year Round Use
301	1983	Mack Truck-4WD w/Plow & Wing	2018	\$235,000	Seasonal Use
302	2015	IHC Tandem w/Plow & Wing		\$165,000	Year Round Use
303	2008	Sterling Tandem w/Plow & Wing		\$155,000	Year Round Use
322	1981	Champion Grader w/Plow & Wing		\$225,000	Year Round Use (W/ Trade)
328	2000	Cat Loader 938G w/Plow & Wing	2019	\$210,000	Year Round Use (W/ Trade)

CATEGORY 2 - REGULAR SNOW REMOVAL EQUIPMENT

<u>NO.</u>	<u>YEAR</u>	<u>DESCRIPTION</u>	<u>REPL. YR.</u>	<u>REPL. COST</u>	<u>REMARKS</u>
304	2015	IHC		\$170,000	(All trucks are highway plow and wing trucks unless noted.)
307	1995	IHC	2018	\$170,000	
308	2001	IHC	2017	\$170,000	
309	2010	IHC		\$170,000	
310	2013	IHC		\$170,000	
311	2004	IHC		\$170,000	
312	2012	Freightliner		\$170,000	
313	2012	IHC		\$170,000	
314	2005	IHC		\$170,000	
315	1998	IHC	2019	\$170,000	
316	2010	IHC		\$170,000	
317	2009	Sterling		\$170,000	
318	2002	IHC	2020	\$170,000	
320	2004	IHC		\$170,000	

CATEGORY 3 - UTILITY TRUCKS/PICK-UP TRUCKS

<u>NO.</u>	<u>YEAR</u>	<u>DESCRIPTION</u>	<u>REPL. YR.</u>	<u>REPL. COST</u>	<u>REMARKS</u>
204	2006	GMC 3500 Utility Truck	2020	\$50,000	Utility Use
306	2002	IHC Tri-Axle 64,500 GVW	2016	\$165,000	Hauling Use
319	2013	Western Star Quad 73,000 GVW		\$170,000	Hauling Use
202	2015	Ford F-250 Pickup 4 x 4		\$35,000	Utility/Plow
203	1999	Ford 4WD Pickup w/Plow	2017	\$45,000	Plow/Lift Gate
204	2006	GMC Utility Dump	2020	\$50,000	Utility
205	2004	GMC Utility Truck 19,000 GVW		\$50,000	Utility
206	1991	GMC Top Kick w/Plow	2017	\$65,000	Utility
207	2004	Ford 39' Bucket Truck		\$75,000	Overhead Work
208	2007	GMC C550 Utility Dump Truck 16,000 GVW		\$50,000	Utility Use
212	2003	Ford Pickup ¾ Ton w/Utility Box		\$35,000	Mobile Repair Truck
213	1992	GMC Pickup		\$25,000	Maint. Utility
401	2003	GMC 1500 Pickup	2016	\$36,000	Parks/Highway multi-use
402	2008	Ford F-350		\$38,000	P & B Utility/Plow
403	2009	GMC 3500 w/dump & plow		\$40,000	P & B – Utility Use
409	2006	GMC 3500 w/dump & plow		\$40,000	P & B – Utility Use
404	2015	Ford-Pickup 2WD ¾ Ton		\$30,000	P & B – Utility/Lift gate
405	2014	Chevrolet Pickup w/plow		\$40,000	P & B – Utility/Plow

CATEGORY 4 - UTILITY AND MOWING EQUIPMENT

<u>NO.</u>	<u>YEAR</u>	<u>DESCRIPTION</u>	<u>REPL. YR.</u>	<u>REPL. COST</u>	<u>REMARKS</u>
360	1996	Ford Tractor 5030 w/ Mower		\$30,000	Highway Mower
361	2012	John Deere/Diamond Mower		\$80,000	Highway Mower
362	1995	Ford Tractor 3930 w/Attachments	2016	\$60,000	Utility Tractor-Shoulder Grading Sweeping
363	2004	Holder Mower/Tractor		\$125,000	(Snowplow, Sweeper, Mower)
364	1986	Ford 6610/Terrain King Mower		\$50,000	Highway Mower
364-A		Mower Boom Assy.		\$25,000	Attachment for #364
365	1999	Posi Track HD 4520		\$100,000	Brush Cutting & Attachments
407	2009	John Deere Tractor		\$30,000	Parks Mower/Blower/Cab
410	1978	IHC 284 Tractor		\$15,000	Parks Mower/Utility Tractor
412	2012	Toro Z Master Mower		\$11,000	Parks Mower
414	2012	Toro Z Master Mower		\$11,000	Parks Mower
435	1992	Ford 3930 Tractor		\$25,000	Utility Tractor w/Bucket
434	2003	Befco 19' Mower		\$17,000	Attachment for #437
436	2007	Toro Z Master Mower	2017	\$11,000	Parks Mower
437	2005	Kubota Tractor		\$35,000	Parks Mower
444	2015	Toro Truckster		\$12,000	Utility Vehicle
448	2015	John Deere Gator		\$12,000	Utility Vehicle
452	2005	BEFCO 17' Mower		\$15,000	Attachment for #435

CATEGORY 5 - MISCELLANEOUS CONSTRUCTION EQUIPMENT

<u>NO.</u>	<u>YEAR</u>	<u>DESCRIPTION</u>	<u>REPL. YR.</u>	<u>REPL. COST</u>	<u>REMARKS</u>
322A	1964	Shouldering Machine	TBD	\$80,000	Loader-Attachment for #328
323	1988	Sullivan Air Compressor		\$16,000	
324	2014	Vermeer 1560 Stump Cutter Attachment		\$9,000	Stump Cutter
325	1992	Elgin Sweeper	2018	\$160,000	Street Cleaning
341	2006	CAT mini-Excavator /auger		\$65,000	Backhoe/ Post Hole Auger
329	2005	New Holland Loader LW 110	2016	\$170,000	2 Yd Utility Loader
334	1999	Leeboy Paver 1000C		\$57,000	Asphalt Paving Machine
335	1998	M-B 260 Pavement Striper		\$135,000	Road Striping
336	2015	Cat M318 Excavator		\$236,000	5 Year Lease/Purchase w/Trade In
337	2003	Cat M318C Excavator		\$200,000	5 Year Lease/Purchase w/Trade In
338	2010	Bobcat Skid Steer Loader		\$40,000	Landscape Work/Trenching
338A	1993	Trencher Attachment		\$ 8,000	Attachment for #338
339	1961	Rubber Tire Roller (rebuilt)	TBD	\$70,000	Shoulder Work
340	1967	Grader (Allis) (rebuilt)		\$130,000	Shoulder Grading
347	2007	Mobark Brush Chipper		\$30,000	Brush Chipper
348	1999	Mobark Brush Chipper		\$30,000	Brush Chipper
349	2002	Caterpillar Forklift		\$8,000	
354	1994	Asphalt Heater-Crafco		\$18,000	
357	1997	Pressure Steamer-Landa		\$ 6,000	Culvert Maint.
359	1997	Pressure Steamer-Aladin		\$ 6,000	Culvert Maint.
370	1994	Wacker Vibratory Roller 1 1/2T		\$13,000	Asphalt Roller
420	2015	Case SV-280		\$40,000	Landscaping/Trenching

CATEGORY 6 - PUBLIC WORKS MISCELLANEOUS CARS/TRUCKS

<u>NO.</u>	<u>YEAR</u>	<u>DESCRIPTION</u>	<u>REPL. YR.</u>	<u>REPL. COST</u>	<u>REMARKS</u>
501	2008	Chevrolet	TBD	\$6,600	
502	2008	Chevrolet	TBD	\$6,600	
503	2006	Chevrolet	TBD	\$6,600	
505	2006	Chevrolet	TBD	\$6,600	
506	2004	Chevrolet		\$6,600	
507	2006	Chevrolet	TBD	\$6,600	
510	2008	Chevrolet	TBD	\$6,600	
511	2004	Chevrolet		\$6,600	
514	2002	Chevrolet		\$6,600	
515	2008	Chevrolet	TBD	\$6,600	
516	2008	Chevrolet		\$12,000	
520	2008	Ford F-150 Pick-Up	TBD	\$30,000	Survey Unit

These vehicles used for City hall staff, police reserves, out of town meetings, etc. replaced with used police squads each time police vehicles are traded.

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION NO. 3356

2016 DPW EQUIPMENT REPLACEMENT

WHEREAS, the City of Mequon Department of Public Works 2016 equipment replacement program consists of a highway tri-axle dump truck, a rubber tire loader, a tractor with front broom, a utility pick-up truck and the second year of an excavator lease; and

WHEREAS, the City of Mequon Department of Public Works will solicit bids and quotes to ensure the best purchase prices for all of the above listed vehicles and equipment; and

WHEREAS, all of the bids and quotes will be reviewed by staff and evaluated for compliance with the specifications and intended uses; and

WHEREAS, adequate funding for all of the above purchases are available in the Department of Public Works Equipment Replacement Fund; and

WHEREAS, the Committee on Public Works, at its meeting on February 9, 2016, has authorized staff to secure prices through bids and quotes and purchase the above listed vehicles for an amount not to exceed \$336,000:

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Mequon that the above staff proposal, as recommended by the Public Works Committee, be accepted and that the proper City officials be authorized to sign the appropriate purchase agreements for all of the items in the 2016 equipment replacement program for an amount not to exceed \$336,000.

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 9th day of February, 2016.

William H. Jones, City Administrator/City Clerk



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

www.ci.mequon.wi.us

Office of Community Development

TO: Common Council
FROM: Kim Tollefson, Director of Community Development
DATE: February 9, 2016
**SUBJECT: Resolution Approving A Town Center Business Development Loan Program
for Ruby Tap ; Res. 3357**

Background: As part of the 2103-2014 Work Program, staff pursued a loan pool program with First Bank Financial Centre. First Bank established a new branch in the City and is an organization that focuses on the community and its needs. First Bank initially created this program in 2010 with the City of Oconomowoc for their downtown and since that time has established the program in other various communities. The program is designed to focus on revitalization in downtown and main street areas. The City of Mequon's program was established for Town Center in 2013.

City of Mequon Program: Sites within the Town Center TID are eligible for the program. Its purpose is to assist in revitalization efforts, increase capital investment and provide support to new and existing businesses. The program provides low-cost loans for start-up costs and for improving existing commercial structures and businesses. Loans are generally not less than \$10,000 or more than \$25,000, and have interest rates fixed at 1%. First Bank has committed to \$250,000 of capital to begin this venture with the City of Mequon.

Loan processing and servicing is handled by First Bank Financial Centre. The local approval process include a recommendation by the Economic Development Board and final action by the Common Council.

Economic benefits include the following:

- business development and start-up or expansion of existing, local businesses
- business and job retention and attraction
- redevelopment efforts consistent with Town Center goals
- provides below mark interest rates
- provides longer term loans

Ruby Tap: Ruby Tap is a new business located in Town Center as part of the Wired/Shaffer mixed-use development at the intersection of Mequon Road and Cedarburg Road. Ruby Tap is the first Town Center business to take advantage of this program. First Bank has approved the loan for \$25,000 with a 1% interest rate (please see attached memo from Rob Helm, Vice President - Commercial Lender). The use of funds will include further interior improvements to the space and outdoor features for the dining patio. These are eligible activities within the program guidelines.

Further, the investment by Ruby Tap within the Town Center fulfills the following priorities established for the program by the Mequon Common Council:

- A business that furthers the Town Center goals and the spirit and intent as pedestrian oriented, mixed-use neighborhood.
- A business that attracts a significant number of people to the Town Center and therefore creates activity at varying times.
- A business that provides new jobs, start-up business and business expansion.

Economic Development Board Recommendation: The Economic Development Board recommended **approval** at its meeting on February 2, 2016, by a vote of 7-0.

Finance & Personnel Committee Economic Recommendation: The Finance & Personnel Committee recommendation is forthcoming at its meeting on February 9, 2016.

Kim Tollefson
Director of Community Development

Attachments:
FBFC (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION NO. 3357

Resolution Approving A Town Center Business Development Loan Program for Ruby Tap

WHEREAS, the Economic Development Board, Finance & Personnel Committee and Common Council recommended approval of the original Town Center Business Development Loan Program in partnership with First Bank Financial Centre on July 9, 2013; and

WHEREAS, the City Economic Development Board & Finance & Personnel Committee recommended approval of the application and loan program for Ruby Tap located at 6000 W Mequon Road, in the Town Center; and

WHEREAS, the loan is being used to assist with the start-up of its business operations related to further interior improvements and outdoor features for the dining patio;

NOW THEREFORE BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MEQUON, that the \$25,000 loan application for Ruby Tap is approved and that the appropriate City officials are hereby authorized to sign and close the loan agreement.

Approved by: Dan Abendroth, Mayor

Date Approved: February 9, 2016

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 9, 2016.

William H. Jones, Jr., City Clerk

Published: _____



Kim --

I wanted to share the following with you regarding the loan request from The Ruby Tap:

- First Bank Financial Centre has approved a loan under the City of Mequon Town Center Business Development Loan Pool program for The Ruby Tap, owned by Brooke Boomer and Sarah Nelson. The terms approved were:
 - Loan Amount: \$25,000
 - Amortization: 10yrs
 - Interest Rate: 1.00%
 - Use of Funds: Window Treatments / Software for Wine Machines / Room Dividers / Railings for Lounge Area / Possible Outside Awning & Furniture
- Per the Program Description "to provide low cost loans for start-up costs for new businesses or firms and expansion costs for existing businesses located in the Town Center of the City of Mequon", we feel this project fits perfectly into the designated use of the funds committed by First Bank Financial Centre for the Program.
- Our underwriting and review included the following:
 - As with all loan requests, we collected Personal Financial Statements from each of the owners
 - Since this is an existing business, we collected three years of Tax Returns for the business, and also for each of the owners.
 - Since we were in the middle of a Tax Year, we also collected Interim Financial Statements for the business (thru 11/30/15)
 - Since this is a new location, we also collected projections for the two coming years evidencing the ability to Cash Flow going forward
- In each area of our Review, we were confident that this request presented low risk, and is a sound investment under the Program

Hopefully this is sufficient for what you need. If you need anything further, please let me know. We are excited to get this Program off the ground ... and hopefully see this first loan funded spur additional requests.

We are looking forward to working with the City of Mequon!

Rob Helm

ROBERT D. HELM
VICE PRESIDENT - COMMERCIAL LENDER
First Bank Financial Centre
11715 N. Port Washington Road
Mequon, WI 53092
Discover the Community Bank Difference!



BUSINESS DEVELOPMENT LOAN POOL APPLICATION

I. APPLICANT INFORMATION

Name: Brooke Boomer

Telephone: 312.391.3030

Home Address: 2256 N. Menomonee River Pkwy, Tosa, WI 53226

[REDACTED]

II. PROPOSED PROJECT

Full Legal Name of Borrower: The Ruby Tap Meqwon, LLC

Address: 6000 W. Meqwon Rd. Meqwon WI 53092
Street City State Zip

Contact Person: Brooke Boomer Phone Number: 312-391-3030

Type of Business: Wine Bar

Year Business was Established: 2015 (Meqwon) 2012 (Tosa)

Years Under Current Management: all

Number of employees: Current: 14 Proposed: 14

Business Ownership:

Sole Proprietorship Corporation General Partnership

Limited Liability Co. S Corporation Limited Partnership

Landlord Information: Name: Wired | Siegel Gallagher

Phone Number: 414.270.4115

Lease Expiration: 2020 Annual Rent: \$51,681

Any relationship between the business and the Landlord?

Yes No

III. LOAN REQUEST

Amount Requested \$25k Term Requested TBD

For what purposes will this credit be used? blinds/window treatments,
dividing walls, inventory, kitchen improvements

How will business repay this credit? check

Is business subject to either seasonal or cyclical cash flow variations? ~~Yes~~ Yes No

If yes, please explain: _____

IV. PURPOSE OF LOAN

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

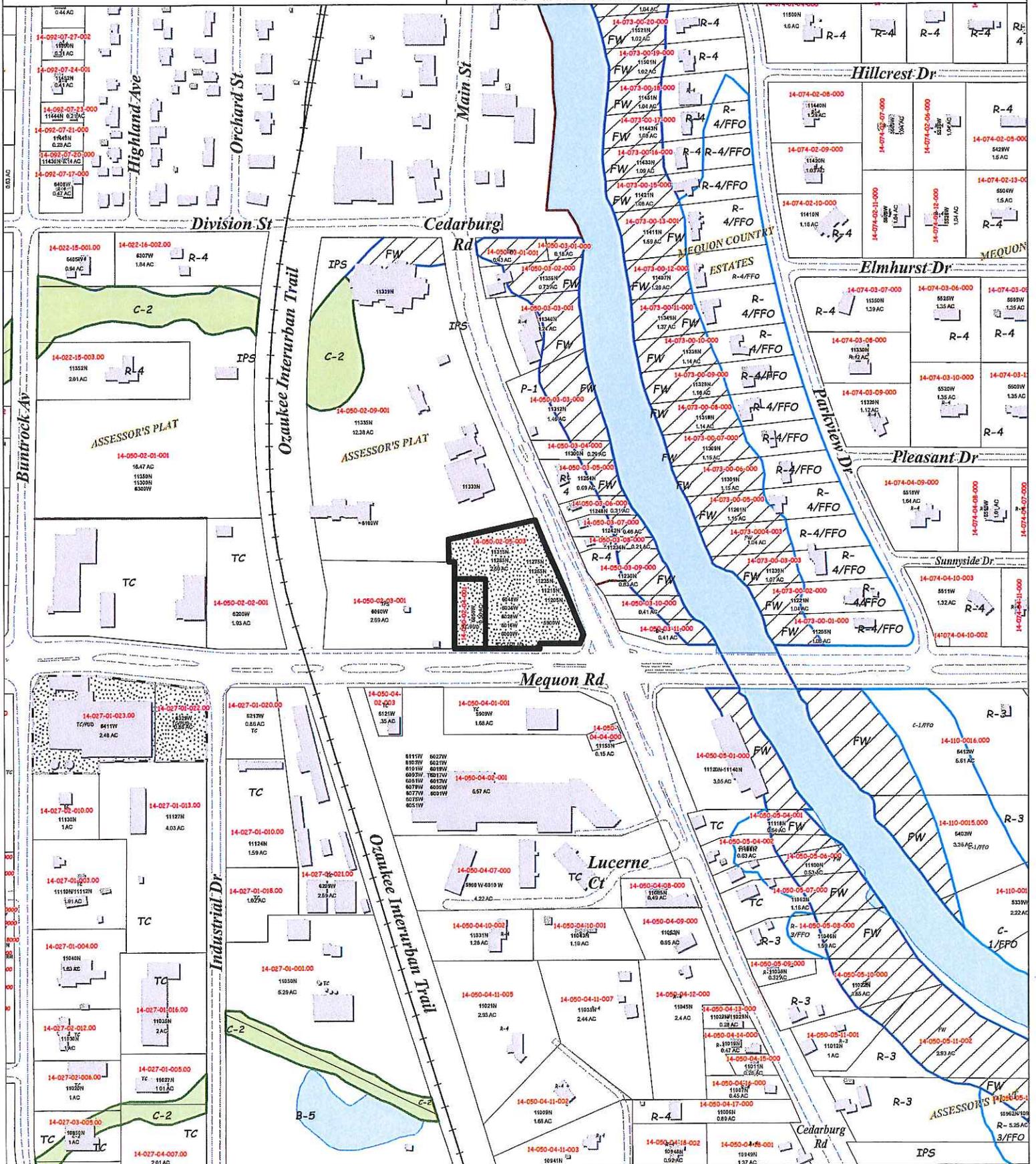
Please be as specific as possible by presenting a detailed outline of all proposed work, including all renovations, equipment, start-up costs and training costs, etc. If applicable, the design proposal should also accompany the application.

We ~~are~~ are already up and running but wanted to wait on purchasing a few things once we have made a little money. Those things can wait for spring because they are things like patio furniture and window treatments. We have a traditional bank loan but the interest rate is high and this would be a much better option while we continue to pay off that loan and run 2 locations. This loan will allow us to make the improvements sooner than originally planned.

ITEM #6 - Mequon Town Center LLC

- 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





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www.ci.mequon.wi.us

Office of Community Development

TO: Common Council
FROM: Kim Tollefson, Director of Community Development
DATE: February 9, 2016
**SUBJECT: Vacation Request by WE Energies to Remove a 30 Foot Road Reservation
for Property Located at 7980 W Donges Bay Road; Res 3358**

Background: WE Energies is requesting to vacate a 30 foot road reservation on the parcel located at 7980 W Donges Bay Road. The .48 acre parcel contains equipment related to the high pressure gas main that runs underneath the property. The original intent of the road reservation appears to provide half of the access to the property to the north, with the parcel to the east eventually providing the remaining 30 feet. The parcel to the east was part of a PUD master plan for the Whispering Knoll residential development that was approved in 2014. The development provided access further east on Donges Bay Road, which makes the public road reservation on the WE Energies site unnecessary. According to the City's Engineering Division, the ability to provide access for the land to the north and east is better served by utilizing the land on Donges Bay Road, east of this location.

Fiscal Note: This action is fiscally neutral.

Planning Commission Recommendation:

The Planning Commission recommendation is forthcoming from its meeting on February 8, 2016 and subject to the following conditions:

1. Common Council action on the vacation.
2. City Attorney approval of the form of the vacation document and recordation with the Ozaukee County Register of Deeds.

Kim Tollefson
Director of Community Development

Attachments:

narrative (PDF)
narrative (PDF)
Zoning Map (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION NO. RESOLUTION 3358

Vacation Request by WE Energies to Remove a 30 Foot Road Reservation for Property Located
at 7980 W Donges Bay Road

WHEREAS, the Common Council of the City of Mequon has determined that the public interest requires the vacation of lands described as follows:

All of the land as described in the attached Exhibit A.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Mequon that the public road right-of-way reservation in the aforescribed public lands, are and forever shall be vacated and discontinued.

BE IT FURTHER RESOLVED, that upon passage and publication of this resolution, and upon payment of publication and any other administrative costs associated with the vacation of the right of way by the petitioning party, the City Clerk is directed to record, forthwith, a certified copy thereof with the Registrar of Deeds for Ozaukee County, Wisconsin.

BE IT FURTHER RESOLVED, that the public road right of way reservation so vacated and discontinued shall, upon passage and publication of this Resolution, forever vest in the owner of the adjoining lands and be annexed thereto, free and clear of any right, title or interest in the public, pursuant to the specific provisions of §66.1003 (4), Wisconsin Statutes;

BE IT FURTHER RESOLVED, that upon passage and publication of this resolution, the City Attorney is directed to prepare and facilitate execution of the necessary legal documents as may be necessary to effectuate the terms of this Resolution, and the appropriate City officers are hereby authorized to execute any such documents of conveyance as shall be required on behalf of the City.

Approved by: Dan Abendroth, Mayor

Date Approved: February 9, 2016

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 9, 2016.

William H. Jones, Jr., City Clerk

Published: _____

Jac,

I dropped off the plan commission application on Monday and it's my understanding you requested an email explaining the reason for the request to remove the 30' road reservation. Please see the following.

In order to provide safe and reliable natural gas in the future, Wisconsin Gas LLC (WG) plans to construct gas regulation facilities coinciding with future gas main replacement located north of the current Germantown Mequon main replacement. At the time of the future main replacement, we will construct a building enclosure approximately 30' x 40' to house gas valves, regulators and controls. In addition we will have an outside receiver approximately 24' x 30'. The receiver provides a means to test the integrity of the pipe. WG planned to acquire additional land from Koerndorfer Homes to the north, which would ensure WG would have enough space to construct regulation facilities in the future. The approved development by Koerndorfer Homes caused WG to review placement of its facilities in greater detail. While it's preferable for WG to acquire additional land, Gas Engineering determined we can utilize the existing WG parcel and eliminate the need to acquire additional land if the 30' road reservation is removed. Please see the attached plan of the proposed future structures. The valves for the current main replacement will be constructed underground on the southwest portion of the property. The building setbacks provided by Mequon, 70' from Donges Bay Road right-of-way, 16.6' side yard and 20' rear yard setback along with the 30' road reservation will not allow WG to construct its future facilities. However, with the 30' road reservation removed, we will have enough space to construct the 30'x 40' building and the 24' x 30' receiver and maintain the required distance from the regulator station to the receiver.

The road reservation was inserted at the time the CSM was prepared in 1978. Based on review of the Koerndorfer residential development, the road reservation no longer appears to be a viable. WG is requesting to remove the 30' road reservation from CSM 1094.

Thank you.

Pat Adams
Lead Right of Way Agent - Property Management
We Energies
231 W. Michigan Street, A252
Milwaukee, WI 53203
office: 414-221-2726
cell: 414-322-6980
fax: 414- 221-2713
email: patricia.adams@we-energies.com

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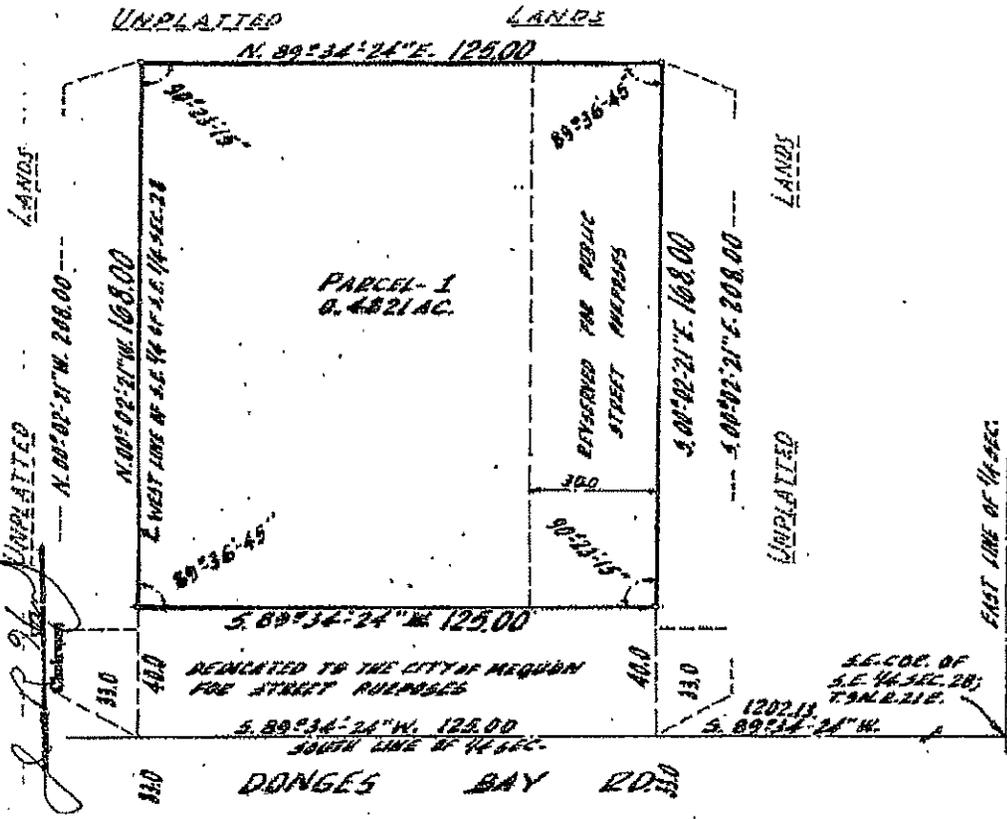
VOL 5 PAGE 225

ORIGINAL

SHEET 1 OF 3 SHEETS

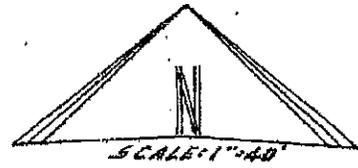
CERTIFIED SURVEY MAP NO. 1094

BEING A PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 28, T 9 N, R 21 E, IN THE CITY OF MEQUON, ORANGE COUNTY, WISCONSIN.

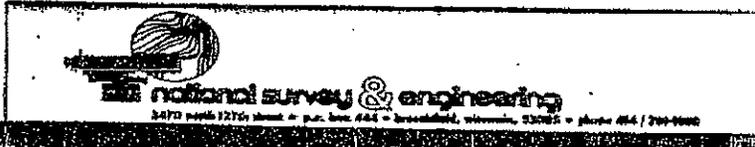
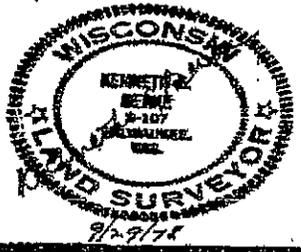


I certify that this map has been approved as a "plat" pursuant to the provisions of the Subdivision Ordinance of the City of Mequon, by action of the City Plan Commission taken on September 1978 day of September 1978.

Secretary
J. P. [Signature]
 UNPLATTED LANDS



INDICATES 1" DIA. IRON PILE, 24" LONG, WEIGHT 133 LBS PER LINEAL FOOT.
 ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.



CERTIFIED SURVEY MAP NO. 1094

BEING A PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 28, T 9 N, R 21 E, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

SURVEYOR'S AFFIDAVIT
STATE OF WISCONSIN)

:SS
MILWAUKEE COUNTY (

I, KENNETH E BERKE, surveyor, do hereby affirm and say that I have surveyed, divided and mapped a part of the S E 1/4 of the S E 1/4 of Section 28, T 9 N, R 21 E, in the City of Mequon, Ozaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the Southeast corner of said 1/4 Section; thence South 89° 34' 24" West along the South line of said 1/4 Section 1202.13 ft. to the point of beginning of the land to be described; thence continuing South 89° 34' 24" West along the South line of said 1/4 Section 125.00 ft. to a point, said point being the Southwest corner of the S E 1/4 of said 1/4 Section; thence North 00° 02' 21" West along the West line of the S E 1/4 of said 1/4 Section 208.00 ft. to a point; thence North 89° 34' 24" East and parallel to the South line of said 1/4 Section 125.00 ft. to a point; thence South 00° 02' 21" East 208.00 ft. to the point of beginning. Excepting therefrom those parts dedicated for street purposes.

THAT I have made such survey, land division and map by the direction of GERTRUDE VOLAND.

THAT I have fully complied with the provisions of Chapter 236 of the Statutes of the State of Wisconsin and the land division ordinances of the City of Mequon, in surveying, dividing and mapping the same under Ordinance No. 59-56.

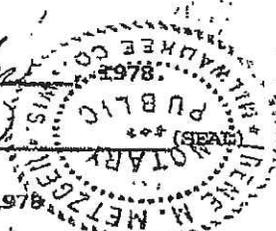
Date 9/29/78

Kenneth E. Berke
Kenneth E Berke, Surveyor S 107

STATE OF WISCONSIN)
:SS
MILWAUKEE COUNTY (

Subscribed and sworn to before me this 29 day of September

Irena M Metzger
Irena M Metzger, Notary Public
State of Wisconsin
My Commission Expires August 13, 1978



OWNER'S CERTIFICATE

AS OWNERS, we hereby certify that we caused the land described above to be surveyed divided, mapped as represented on this map in accordance with the provisions of Ordinance No. 59-56 of the City of Mequon, Wisconsin.

WITNESS our hands and seals this 2nd day of October, 1978.



1. Name:

CERTIFIED SURVEY MAP NO. 1094

BEING A PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 28, T 9 N, R 21 E, IN THE CITY OF MCLON, OZAUKEE COUNTY, WISCONSIN.

In The Presence of:

[Signature]

Gertrude Voland
Gertrude Voland

[Signature]

STATE OF WISCONSIN)
:SS
OZAUKEE COUNTY (

PERSONALLY came before me this 2 day of October, 1978 the above named GERTRUDE VOLAND, to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Signature]
Notary Public, State of Wisconsin
My Commission Expires 12-23-79
~~My Commission is Permanent~~

RECORDED

OCT 13 2 47 PM '78
Anita...
REGISTRAR OF DEEDS
OZAUKEE COUNTY, WISC.



THIS INSTRUMENT WAS DRAFTED BY
KENNETH E. BERKE

305925

VOL 425 PAGE 752

DEED RESTRICTION
Permitted Use of Property

AGREEMENT of restrictions between the City of Mequon, hereinafter referred to as "City" and Gertrude Voland, hereinafter referred to as "Owner".

WHEREAS, Owner owns the parcel of land described in Exhibit A; and

WHEREAS, Owner wishes to divide this parcel from a larger parcel and sell it to the Wisconsin Gas Company; and

WHEREAS, the Wisconsin Gas Co. wishes to use the parcel for utility purposes (a use by right under City's zoning code); and

WHEREAS, the parcel described in Exhibit A is less than the minimum acreage required by City's zoning code; and

WHEREAS, City Board of Zoning Appeals, in a decision rendered the evening of September 27, 1978, unanimously agreed to grant a lot area variance for the parcel of land described in Exhibit A provided that the use of said parcel would be restricted to utility purposes only:

NOW THEREFORE, it is agreed between the parties that the parcel of land described in Exhibit A is restricted in its use to utility purposes only.

This agreement shall be binding upon the heirs, successors, and executors and assigns of the parties here.

Dated this 9th day of Oct., 1978 at Mequon, Wisconsin

Gertrude Voland
Gertrude Voland, Owner

Subscribed and sworn to before me this 9th day of Oct., 1978.

Edward Ihlenfeld
Notary Public, State of Wisconsin
My Commission Expires 3/31/1982
PUBLIC
NOTARY PUBLIC
STATE OF WISCONSIN

James R. Hanley
James R. Hanley, Mayor

Subscribed and sworn before me this 9th day of Oct., 1978.

Edward Ihlenfeld
Notary Public, State of Wisconsin
My Commission Expires 3-31-79
EDWARD IHLENFELD
NOTARY PUBLIC
STATE OF WISCONSIN

Approved as to form:

John A. Meyer
John A. Meyer City Attorney

EXHIBIT A

Legal Description

part of the S E 1/4 of the S E 1/4 of Section 28, T 9 N, R 21 E, in the City of Mequon, Ozaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the Southeast corner of said 1/4 Section; thence South 89° 34' 24" West along the South line of said 1/4 Section 1202.13 ft. to the point of beginning of the land to be described; thence continuing South 89° 34' 24" West along the South line of said 1/4 Section 125.00 ft. to a point, said point being the Southwest corner of the S E 1/4 of said 1/4 Section; thence North 00° 02' 21" West along the West line of the S E 1/4 of said 1/4 Section 208.00 ft. to a point; thence North 89° 34' 24" East and parallel to the South line of said 1/4 Section 125.00 ft. to a point; thence South 00° 02' 21" East 208.00 ft. to the point of beginning. Excepting therefrom those parts dedicated for street purposes.

RECORDED *e*

OCT 13 2 59 PM '78

Anita...
REGISTER OF DEEDS
OZAUKEE COUNTY, WISC.



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: February 4, 2016
SUBJECT: Resolution In Support of the Preservation of Tax-Exempt Financing ; Res 3360

Background

Over the last few years several federal proposals have been offered that would either completely remove the long-standing exemption on municipal bond interest or impose a 28% cap on the amount investors may exempt from their taxes. Tax-exempt bonds are the primary financing mechanism for state and local infrastructure projects. They have been used for more than 100 years and provide essential funding for states, counties and localities. Three quarters of all public infrastructure projects in the U.S. are built by states and localities, and tax-exempt bonds are the primary financing tool utilized to satisfy these infrastructure needs. If the tax exemption is eliminated or reduced, states and localities will pay more to finance projects, leading to fewer projects and fewer jobs, or project costs will be transferred to local tax and rate payers.

Fiscal Impact

IMPACT OF PROPOSALS TO REDUCE OR REPEAL THE TAX EXEMPTION

- **IMPACT OF REPEAL** - If the proposal to repeal the exemption had been in place during the 2003- 2012 period, it is estimated that it would have cost governments an additional \$495 billion in interest costs for the \$1.65 trillion in bonds used for state and local infrastructure that was completed during this period.
- **IMPACT OF 28% CAP** - With regard to the proposed 28% cap, if this proposal had been in place over the last 10 years, it is estimated that the \$1.65 trillion of state and local infrastructure investment that took place over that time would have cost governments an additional \$173 billion of interest costs.
- **IMPACT ON THE MARKET** - Federal proposals to cap or remove the exemption on municipal bond interest has already created volatility in the municipal bond market and this trend would only continue with severe repercussions if either of these proposals were enacted.

Investors would demand higher yields from state and local governments to due to the

increased level of uncertainty about further Washington intervention into the municipal bond market both prospectively and retroactively (i.e., if the 28% cap goes into effect, then there is always a threat that Congress could make additional changes that would raise costs even more for state and local governments).

- **IMPACT ON TAXPAYERS** - If state and local governments are unable to satisfy investor demands for higher yields, then either needed infrastructure projects will not move forward or the costs of these projects will be passed on directly to state and local tax and rate payers.

Recommendation

Recommend approval of Resolution Number 3360.

Tom Watson
Finance Director

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION NO. 3360

Resolution In Support of the Preservation of Tax-Exempt Financing

WHEREAS, tax-exempt municipal bonds are the primary means by which state and local governments finance three quarters of the critical infrastructure of our nation, including roads, bridges, hospitals, schools, and utility systems; and

WHEREAS, through the tax exemption, the federal government continues to provide critical support for the federal, state and local partnership that develops and maintains essential infrastructure, which it cannot practically replicate by other means; and

WHEREAS, the municipal tax exemption has enabled state and local governments to finance more than \$1.65 trillion in infrastructure investment over the last decade; and

WHEREAS, this tax exemption is part of a more than century-long system of reciprocal immunity under which owners of federal bonds are, in turn, not required to pay state and local income tax on the interest they receive from federal bonds; and

WHEREAS, municipalities benefit from this tax exemption through substantial savings on the interest cost of borrowed money; and

WHEREAS, tax exempt bonds benefit state and local governments who need the support of investors to finance critical infrastructure, taxpayers across the country who depend on this infrastructure for reliable transportation systems, schools, public health facilities, energy, clean water and affordable housing, the federal government, who gets quite a bargain on their partnership with state and local government to provide the nation's infrastructure through the exemption; and investors who buy bonds for many reasons, including the safe nature of these financial products; and

WHEREAS, municipal bonds are the second safest investment, aside from U.S. Treasuries, with state and local governments having nearly a zero default rate; and

WHEREAS, 72.4 percent of the total outstanding muni debt is held by individual investors, either directly or through mutual funds and money market funds (Source - 2010 Thomson Reuters); and

WHEREAS, Congress and the President have proposed legislation to reduce or repeal the tax exemption on municipal bonds; and

WHEREAS, these proposals to reduce or repeal the tax exemption would have severely detrimental impacts on national infrastructure development and the municipal market, raising costs for state and local borrowers and creating uncertainty for investors; and

WHEREAS, if the proposal to cap the exemption on municipal bonds at 28 percent had been

in place over the last 10 years it would have cost state and local governments an additional \$173 billion in interest costs; and

WHEREAS, total repeal of the exemption over the last decade would have cost state and local governments over \$495 billion in additional interest costs; and

WHEREAS, the municipal tax exemption has a long history of success, having been maintained through two world wars and the Great Depression, as well as the recent Great Recession, and it continues to finance the majority of our nation's infrastructure needs for state and local governments of all sizes when no other source exists to do so;

NOW, THEREFORE, BE IT RESOLVED that the City of Mequon opposes any efforts by Congress and the White House to reduce or repeal the federal tax exemption on interest earned from municipal bonds; and

BE IT FURTHER RESOLVED that we oppose any action that would reduce or repeal the exemption on tax-exempt bond interest, and affirm that there should be no legislative action to apply any changes retroactively to current outstanding bonds; and

BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to our Congressional Representatives and key members of the Administration.

Approved by: Dan Abendroth, Mayor

Date Approved: _____

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 9, 2016.

William H. Jones, Jr., City Clerk

Published: _____



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Office of Community Development

TO: Common Council
FROM: Kim Tollefson, Director of Community Development
DATE: February 9, 2016
SUBJECT: Resolution Approving the Revolving Loan Fund Application for Big Shots Sports ; Res 3361

Background: The City of Mequon is in receipt of an application by Big Shots Sports for \$50,000 from the Revolving Loan Fund (RLF). Please find attached a memo from Ozaukee County Economic Development Director, Kathleen Cady-Schilling dated January 29, 2016, which summarizes the proposal and staff analysis.

The funding request seeks to assist with the following:

- Acquisition of a 15 acre property located at 10328 N Wauwatosa Road to start a new golf driving range.
- Capital equipment and working capital.

The proposed development includes a new, year-round facility with a driving range, indoor practice facility, lessons, pro shop and concessions. The new business will add several new part-time employees. For the purpose of this loan, 2.5 full-time equivalent jobs shall be created.

Should the Council find the job creation valuable and finds that the new operations at this site beneficial, staff recommends use of the RLF dollars.

Revolving Loan Fund Balance: The balance of the City's revolving loan fund is \$405,661. These funds can't be utilized for City projects, and are administered by the Department of Commerce. Action to approve the application by Big Shots Sports will result in a fund balance of \$355,661.

Economic Development Board Recommendation:

The Economic Development Board recommends **approval** of the RLF application for Big Shots Sports by a vote of 7-0 and subject to conditions within the attached resolution and subject to action by the Finance-Personnel Committee and Common Council.

Kim Tollefson
Director of Community Development

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION NO. 3361

Resolution Approving the Revolving Loan Fund Application for Big Shots Sports

WHEREAS, the City Economic Development Board recommended approval of a \$50,000 revolving loan fund application for Big Shots Sports located at 10328 N Wauwatosa Road at their meeting on February 2, 2016, in accordance with the recommendation of Ozaukee County Economic Development; and

WHEREAS, the Finance & Personnel Committee and Common Council recommended approval of the loan at their meeting on February 9, 2016; and

WHEREAS, the loan will create 2.5 Full-time equivalent jobs; and

WHEREAS, the loan will be used to assist with the acquisition of a new golf driving range, capital equipment and working capital;

NOW THEREFORE BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MEQUON, that the \$50,000 loan application for Big Shots Sports is approved in accordance with the attached recommendation from Economic Development Board and that the appropriate City officials are hereby authorized to sign and close the loan agreement.

Approved by: Dan Abendroth, Mayor

Date Approved: February 9, 2016

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 9, 2016.

William H. Jones, Jr., City Clerk

Published: _____

EXHIBIT A

1. A \$50,000 RLF loan shall be provided to Big Shots Sports, LLC. The loan would be used for land acquisition, capital equipment and working capital.
2. A loan of \$200,000 shall be provided to the Company by First National Bank.
3. The RLF loan shall be provided with a five-year term, seven year amortization and an interest rate of 1.75 percent.
4. The RLF loan shall have a six month deferral of principal payments.
5. That the loan is secured with the collateral located at 170 Norton Street, St. Paul, MN 55117.
6. That the Company provides to the County further detailed information related to the business operations, specifically a copy of the executed contract with First Tee prior to loan disbursement. A copy of the resume of the golf pro, once hired, shall be also be provided to the County.
7. That the Company creates at least two and a half new full-time equivalent positions within 24 months of the closing on the RLF loan and that the new jobs are made available through the Ozaukee County Workforce Development Center. Additionally, the company agrees to hire 51% of its employees from low to moderate income households.
8. That the Company provides to the County, or its designee, on an annual basis, semi-annual financial statements that are certified by the borrower, annual financial statements that are compiled by a certified public accountant, and signed copies of the corporate Federal income tax return.



MEMORANDUM

TO: Mequon Economic Development Board

FROM: Kathleen Cady Schilling, Executive Director
Ozaukee Economic Development

DATE: January 29, 2016

SUBJECT: REVOLVING LOAN FUND LOAN: Big Shots Sports

The purpose of this memorandum is to provide a summary and staff analysis of the request from Big Shots Sports, LLC for a Revolving Loan Fund (RLF) loan for land acquisition, capital equipment and working capital. Big Shots Sports, LLC will be purchasing 15 acres on land at 10328 N. Wauwatosa Road to start a new golf driving range at the location. There is currently a driving range (Nichol Park) at this location, Big Shots Sports LLC will be running a similar operation. .

Background

Big Shots Sports, LLC will be purchasing the former gold practice facility and driving range at 10328 N. Wauwatosa Road. The site has 15 acres of land with a maximum of 45 outdoor golf driving range spots. Big Shots Sports is owned solely by Ilan Hang and was formed in January of 2016. Golf has seen steady global growth and popularity over the past couple of years. Big Shots Sports will be a year-round facility with the outdoor driving range being utilized 8 months a year and its indoor practice facility being available year-round. The indoor facility will be utilized for membership golf and golf lessons. Big Shots Sports is also contracting with the First Tee to hold its lessons there year-round. Big Shots Sports will also offer a small food and drink menu. Patrons will be able to purchase buckets of balls, take lessons from the Big Shots Golf Pro or purchase food or drink at the facility.

Big Shots Sports primary market will focus on the Northshore – Mequon, Brown Deer and Germantown. Additionally, Big Shots will be connecting to area high schools to offer junior discounts to teams to utilize Big Shots as an additional practice facility. Initial marketing will focus on door direct mail to get out Big Shots Sports name. They will also be looking at running ads in the local publications.

Big Shots Sports has detailed financial projects breaking out their costs on a monthly basis. The business shows that it will be profitable within the first year utilizing a conservative revenue stream. The current golf practice facilities and driving range was poorly utilized by the previous ownership and

usage has diminished. Big Shots will be revamping the golf practice facilities and driving range. They will also be working to create new relationships to repair some that had been damaged by the past ownership. Big Shots also has plans to remodel the current club house to include a small commercial kitchen.

The company will be hiring several part-time employees as well as a golf pro, these positions will equal 2.5 full-time equivalent jobs. The part-time positions will help run the day-to-day operations of its golf practice facilities and driving range.

Funding Request

The Company is requesting that the \$50,000 RLF loan be provided with a term of five year and amortization of seven years and an interest rate of 1.75 percent, with a six month deferral of principal to ease the original start-up costs. (1.75 % is half of prime, this is the rate that other RLFs are offering in the County. Mequon has the ability to offer any rate between 0% and half of prime.) The company has received a \$200,000 loan from First National Bank and is putting in \$36,999 of their own money as equity in the project. The loan from First National Bank is five year loan at a 5.75% interest rate. The City of Mequon's loan term would match the First National term, with the option to extend the loan to the full term of the amortization assuming the loan was in good standing.

The collateral available to secure the loan would be a second mortgage on the property to First National Bank, a personal guarantee from I Lan Hang and a mortgage on I Lan Hang's personal home at 5960 N. 113th Street, which would be second to his original. The personal property purchased for \$182,000 and has an original mortgage of \$160,000.

The Company has agreed to create at least 2.5 new full-time equivalent jobs in exchange for the RLF loan. The jobs would be recruited through the Ozaukee County Workforce Development Center and the company would agree to submit income survey information on all applicants. The company agrees to hire 51% of its employees from low to moderate income households.

Contingencies

If the City approves the loan request, it is recommended that the following conditions accompany the approval:

1. That a \$50,000 RLF loan is provided to Big Shots Sports, LLC. The loan would be used for land acquisition, capital equipment and working capital.
2. That a loan of \$200,000 is provided to the Company by First National Bank.
3. That the RLF loan is provided with a five-year term, seven year amortization and an interest rate of 1.75 percent.
4. That the RLF loan have a six month deferral of principal payments.

5. That the loan is secured with the collateral identified above.
6. That the Company creates at least two and a half new full-time equivalent positions within 24 months of the closing on the RLF loan and that the new jobs are made available through the Ozaukee County Workforce Development Center. Additionally, the company agrees to hire 51% of its employees from low to moderate income households.
7. That the Company provides to the County, or its designee, on an annual basis, semi-annual financial statements that are certified by the borrower, annual financial statements that are compiled by a certified public accountant, and signed copies of the corporate Federal income tax return.

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Big Shots Sports, LLC.

Golf Range - Practice Facility

Mission: We are driven to provide every golfer at all levels, the right tools and opportunities to become a better player one practice at a time

Business Projection: Monthly/Yearly

Potential projection:

- The following business forecast is based on the potential of the business. The results are driven by historical outcomes, along with the Expert Staff's knowledge and experience of what the business can generate in a given year, supported by a clear Vision and Goal.
- Forecast based on average daily customers of Yr-1: 55 golfers; Yr-2: 75 golfers; Yr-3: 90 golfers. Compared to other ranges in SE WI, the average is about 85 per day.
- The golf range will be open all year round. In March – Oct, the facility will be fully utilized. In the winter months, members will sign up for seasonal pass to use the indoor facility. Our golf instructors will also have students all winter long.

Summary - Year 1, 2 & 3

REVENUE

	Year 1 (Mar 2016 - Feb 2017)	Year 2 (Mar 2017 - Feb 2018)	Year 3 (Mar 2018 - Feb 2019)
Revenue			
Driving Range	\$156,048.00	\$229,248.00	\$261,744.00
Snacks & Beverage	\$47,200.00	\$49,300.00	\$52,700.00
Merchandise	\$0.00	\$0.00	\$0.00
Golf Pro: Teaching Program	\$12,000.00	\$16,000.00	\$21,500.00
Local School Golf Teams	\$8,000.00	\$8,000.00	\$9,600.00
Total Revenue	\$223,248.00	\$302,548.00	\$345,544.00
Cost of Goods			
Driving Range	\$9,000.00	\$10,800.00	\$13,200.00
Snacks & Beverage	\$16,520.00	\$17,255.00	\$18,445.00
Merchandise cost	\$0.00	\$0.00	\$0.00
Total Cost of Goods	\$25,520.00	\$28,055.00	\$31,645.00
Gross Profit (Loss)	\$197,728.00	\$274,493.00	\$313,899.00
Expenses			
Advertising & Promotions	\$3,600.00	\$3,600.00	\$3,600.00
Bank & Service Charges	\$60.00	\$60.00	\$60.00
Fuel	\$1,850.00	\$2,300.00	\$2,600.00
Office Supplies	\$360.00	\$360.00	\$360.00
Legal & Accounting Fees	\$1,000.00	\$1,000.00	\$1,000.00
Rent / Loan	\$30,000.00	\$30,000.00	\$30,000.00
Utilities	\$4,000.00	\$4,000.00	\$4,400.00
General & Administrative	\$300.00	\$300.00	\$300.00
Repairs & Maint	\$2,400.00	\$2,400.00	\$2,400.00
Payroll	\$54,912.00	\$61,776.00	\$68,640.00
Total Expenses	\$98,482.00	\$105,796.00	\$113,360.00
Operating Income (Loss)	\$99,246.00	\$168,697.00	\$200,539.00

Year 1 Monthly Projection

	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Total	
Revenue	Driving Range	\$14,220.00	\$14,220.00	\$16,200.00	\$16,200.00	\$16,200.00	\$16,200.00	\$14,220.00	\$14,220.00	\$8,592.00	\$8,592.00	\$8,592.00	\$8,592.00	\$156,048.00
	Snacks & Beverage	\$3,500.00	\$3,500.00	\$4,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$4,500.00	\$3,500.00	\$2,800.00	\$2,800.00	\$2,800.00	\$2,800.00	\$47,200.00
	Merchandise													\$0.00
	Golf Pro: Teaching Program	\$500.00	\$1,000.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,000.00	\$500.00	\$500.00	\$500.00	\$500.00	\$12,000.00
	Local School Golf Teams	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00					\$8,000.00
	Total Revenue	\$19,220.00	\$19,720.00	\$23,200.00	\$24,200.00	\$24,200.00	\$24,200.00	\$21,220.00	\$19,720.00	\$11,892.00	\$11,892.00	\$11,892.00	\$11,892.00	\$223,248.00

Cost of Goods	Driving Range	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$9,000.00
	Snacks & Beverage	\$1,225.00	\$1,225.00	\$1,575.00	\$1,925.00	\$1,925.00	\$1,925.00	\$1,575.00	\$1,225.00	\$980.00	\$980.00	\$980.00	\$980.00	\$16,520.00
	Merchandise cost													\$0.00
	Total Cost of Goods	\$1,975.00	\$1,975.00	\$2,325.00	\$2,675.00	\$2,675.00	\$2,675.00	\$2,325.00	\$1,975.00	\$1,730.00	\$1,730.00	\$1,730.00	\$1,730.00	\$25,520.00

Gross Profit (Loss)	\$17,245.00	\$17,745.00	\$20,875.00	\$21,525.00	\$21,525.00	\$21,525.00	\$18,895.00	\$17,745.00	\$10,162.00	\$10,162.00	\$10,162.00	\$10,162.00	\$197,728.00
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	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Total	
Expenses	Advertising & Promotions	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$3,600.00
	Bank & Service Charges	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$60.00
	Fuel	\$100.00	\$150.00	\$150.00	\$200.00	\$250.00	\$250.00	\$200.00	\$150.00	\$100.00	\$100.00	\$100.00	\$100.00	\$1,850.00
	Office Supplies	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$360.00
	Legal & Accounting Fees	\$0.00	\$0.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00
	Rent / Loan (TBD)	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$30,000.00
	Utilities	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$200.00	\$200.00	\$200.00	\$200.00	\$4,000.00
	General & Administrative	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$300.00
	Repairs & Maint	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$2,400.00
	Payroll	\$4,576.00	\$4,576.00	\$4,576.00	\$4,576.00	\$4,576.00	\$4,576.00	\$4,576.00	\$4,576.00	\$4,576.00	\$4,576.00	\$4,576.00	\$4,576.00	\$54,912.00
	Total Expenses	\$8,136.00	\$8,186.00	\$8,186.00	\$8,736.00	\$8,286.00	\$8,286.00	\$8,236.00	\$8,686.00	\$7,936.00	\$7,936.00	\$7,936.00	\$7,936.00	\$98,482.00

Operating Income (Loss)	\$9,109.00	\$9,559.00	\$12,689.00	\$12,789.00	\$13,239.00	\$13,239.00	\$10,659.00	\$9,059.00	\$2,226.00	\$2,226.00	\$2,226.00	\$2,226.00	\$99,246.00
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Year 2 Monthly Projection

		Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Total
Revenue	Driving Range	\$20,820.00	\$20,820.00	\$22,920.00	\$22,920.00	\$22,920.00	\$22,920.00	\$20,820.00	\$20,820.00	\$13,572.00	\$13,572.00	\$13,572.00	\$13,572.00	\$229,248.00
	Snacks & Beverage	\$3,700.00	\$3,700.00	\$4,700.00	\$5,600.00	\$5,600.00	\$5,600.00	\$4,700.00	\$3,700.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$49,300.00
	Merchandise													\$0.00
	Golf Pro: Teaching Program	\$1,100.00	\$1,100.00	\$1,400.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,500.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$16,000.00
	Local School Golf Teams	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00					\$8,000.00
	Total Revenue	\$26,620.00	\$26,620.00	\$30,020.00	\$31,320.00	\$31,320.00	\$31,320.00	\$28,020.00	\$26,620.00	\$17,672.00	\$17,672.00	\$17,672.00	\$17,672.00	\$302,548.00

Cost of Goods	Driving Range	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$10,800.00
	Snacks & Beverage	\$1,295.00	\$1,295.00	\$1,645.00	\$1,960.00	\$1,960.00	\$1,960.00	\$1,645.00	\$1,295.00	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00	\$17,255.00
	Merchandise cost													\$0.00
	Total Cost of Goods	\$2,195.00	\$2,195.00	\$2,545.00	\$2,860.00	\$2,860.00	\$2,860.00	\$2,545.00	\$2,195.00	\$1,950.00	\$1,950.00	\$1,950.00	\$1,950.00	\$28,055.00

Gross Profit (Loss)	\$24,425.00	\$24,425.00	\$27,475.00	\$28,460.00	\$28,460.00	\$28,460.00	\$25,475.00	\$24,425.00	\$15,722.00	\$15,722.00	\$15,722.00	\$15,722.00	\$274,493.00
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		Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Total
Expenses	Advertising & Promotions	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$3,600.00
	Bank & Service Charges	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$60.00
	Fuel	\$150.00	\$200.00	\$250.00	\$300.00	\$300.00	\$300.00	\$250.00	\$150.00	\$100.00	\$100.00	\$100.00	\$100.00	\$2,300.00
	Office Supplies	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$360.00
	Legal & Accounting Fees	\$0.00	\$0.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00
	Rent / Loan (TBD)	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$30,000.00
	Utilities	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$200.00	\$200.00	\$200.00	\$200.00	\$4,000.00
	General & Administrative	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$300.00
	Repairs & Maint	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$2,400.00
	Payroll	\$5,148.00	\$5,148.00	\$5,148.00	\$5,148.00	\$5,148.00	\$5,148.00	\$5,148.00	\$5,148.00	\$5,148.00	\$5,148.00	\$5,148.00	\$5,148.00	\$61,776.00
	Total Expenses	\$8,758.00	\$8,808.00	\$8,858.00	\$9,408.00	\$8,908.00	\$8,908.00	\$8,858.00	\$9,258.00	\$8,508.00	\$8,508.00	\$8,508.00	\$8,508.00	\$105,796.00

Operating Income (Loss)	\$15,667.00	\$15,617.00	\$18,617.00	\$19,052.00	\$19,552.00	\$19,552.00	\$16,617.00	\$15,167.00	\$7,214.00	\$7,214.00	\$7,214.00	\$7,214.00	\$168,697.00
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Year 3 Monthly Projection

		Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Total
Revenue	Driving Range	\$22,800.00	\$22,800.00	\$25,180.00	\$25,180.00	\$25,180.00	\$25,180.00	\$22,800.00	\$22,800.00	\$17,456.00	\$17,456.00	\$17,456.00	\$17,456.00	\$261,744.00
	Snacks & Beverage	\$4,000.00	\$4,100.00	\$5,100.00	\$5,900.00	\$6,000.00	\$5,900.00	\$5,000.00	\$3,900.00	\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00	\$52,700.00
	Merchandise													\$0.00
	Golf Pro: Teaching Program	\$1,000.00	\$1,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$21,500.00
	Local School Golf Teams	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00					\$9,600.00
	Total Revenue	\$29,000.00	\$29,600.00	\$33,980.00	\$34,780.00	\$34,880.00	\$34,780.00	\$31,500.00	\$30,400.00	\$21,656.00	\$21,656.00	\$21,656.00	\$21,656.00	\$345,544.00

Cost of Goods	Driving Range	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$13,200.00
	Snacks & Beverage	\$1,400.00	\$1,435.00	\$1,785.00	\$2,065.00	\$2,100.00	\$2,065.00	\$1,750.00	\$1,365.00	\$1,120.00	\$1,120.00	\$1,120.00	\$1,120.00	\$18,445.00
	Merchandise cost													\$0.00
	Total Cost of Goods	\$2,500.00	\$2,535.00	\$2,885.00	\$3,165.00	\$3,200.00	\$3,165.00	\$2,850.00	\$2,465.00	\$2,220.00	\$2,220.00	\$2,220.00	\$2,220.00	\$31,645.00

Gross Profit (Loss)	\$26,500.00	\$27,065.00	\$31,095.00	\$31,615.00	\$31,680.00	\$31,615.00	\$28,650.00	\$27,935.00	\$19,436.00	\$19,436.00	\$19,436.00	\$19,436.00	\$313,899.00
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		Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Total
Expenses	Advertising & Promotions	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$3,600.00
	Bank & Service Charges	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$60.00
	Fuel	\$200.00	\$250.00	\$300.00	\$350.00	\$350.00	\$350.00	\$250.00	\$150.00	\$100.00	\$100.00	\$100.00	\$100.00	\$2,600.00
	Office Supplies	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$360.00
	Legal & Accounting Fees	\$0.00	\$0.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00
	Rent / Loan (TBD)	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$30,000.00
	Utilities	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$300.00	\$300.00	\$300.00	\$300.00	\$4,400.00
	General & Administrative	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$300.00
	Repairs & Maint	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$2,400.00
	Payroll	\$5,720.00	\$5,720.00	\$5,720.00	\$5,720.00	\$5,720.00	\$5,720.00	\$5,720.00	\$5,720.00	\$5,720.00	\$5,720.00	\$5,720.00	\$5,720.00	\$68,640.00
	Total Expenses	\$9,380.00	\$9,430.00	\$9,480.00	\$10,030.00	\$9,530.00	\$9,530.00	\$9,430.00	\$9,830.00	\$9,180.00	\$9,180.00	\$9,180.00	\$9,180.00	\$113,360.00

Operating Income (Loss)	\$17,120.00	\$17,635.00	\$21,615.00	\$21,585.00	\$22,150.00	\$22,085.00	\$19,220.00	\$18,105.00	\$10,256.00	\$10,256.00	\$10,256.00	\$10,256.00	\$200,539.00
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11333 N. Cedarburg Rd
Mequon, WI 53092-1930
Phone: 262-236-2902
Fax: 262/242-9655

www.ci.mequon.wi.us

Office of Community Development

TO: Finance-Personnel Committee
FROM: Kim Tollefson, Director of Community Development
DATE: February 9, 2016
SUBJECT: A Resolution Approving A Contract to Purchase between the City of Mequon and Shaffer Development for a City of Mequon Owned 13 Acre Property Located within the Town Center at 6200 & 6300 W Mequon Road and portions of 11300 & 11350 N Buntrock Avenue ; Res 3346

Background: Resolution No. 3346 approves the contract to purchase the 13.4 acres of land located at 6200 West Mequon Road, 6300 West Mequon Road, and portions of 11300 and 11350 North Buntrock Avenue. In February of 2015, the City purchased the property at 6200 West Mequon to assemble a comprehensive redevelopment site that provides direct access to Mequon Road. In September of 2015, the City offered the entire site for sale for \$1.00 and received six development proposals. After a thorough and strategic review process, the Common Council selected the development proposal by Shaffer Development. In November of 2015, the Council adopted a resolution authorizing negotiation of a contract to sell the property to Shaffer Development. The following highlights details of the purchase agreement:

- The sale of the property will not occur until the Buyer has completed all necessary development approvals through the City of Mequon.
- The Buyer has 270 days (approximately 9 months) from acceptance of the offer to achieve land use approvals.
- The final sale of the full property is estimated to occur prior to April of 2017 due to City operations currently occupying the southern portion of the site. It should be noted that the opportunity for a phased development will allow construction on northern portions of the site, in which case, a sale of a portion of the site can occur prior to April of 2017. These details will be addressed in the forthcoming Development Agreement.
- The offer to purchase is contingent upon successful negotiation of a development agreement.

Fiscal Note: The sale price is \$1.00 for the property and payment of a Broker's Commission. The potential redevelopment project value at full build-out is estimated at a minimum of \$26.8M.

Finance & Personnel Committee:

The Finance & Personnel Committee recommendation is forthcoming on February 9, 2016.

Kim Tollefson
Director of Community Development

FINANCE-PERSONNEL COMMITTEE
OF THE
CITY OF MEQUON

RESOLUTION NO. 3346

A Resolution Approving A Contract to Purchase between the City of Mequon and Shaffer Development for a City of Mequon Owned 13 Acre Property Located within the Town Center at 6200 & 6300 W Mequon Road and portions of 11300 & 11350 N Buntrock Avenue

WHEREAS, in February of 2015, the City of Mequon purchased the property located at 6200 West Mequon Road to assemble a comprehensive redevelopment site that provides direct access to Mequon Road; and

WHEREAS, in September of 2015, the Common Council, with assistance of the Economic Development Board, offered a 13.4 acre site located in the Town Center for \$1.00 and received six development proposal; and

WHEREAS, on November 10, 2015, the Common Council, after a thorough and strategic review process, approved a resolution to further negotiate a contract to sell a 13.4 acre Town Center, City owned site to Shaffer Development; and

WHEREAS, the Common Council of the City of Mequon, in furtherance and for the benefit of TID #3, is committed to the redevelopment efforts of Town Center as a pedestrian oriented mixed-use neighborhood; and

WHEREAS, negotiations between City Staff and the Buyer has led to the preparation of a Contract of Purchase which provides with particularity and specificity all of the terms, conditions, and provisions necessary to contract for and consummate said sale;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Mequon, Wisconsin, that the contract for the purchase of the property to Shaffer Development in the substance and form as attached is hereby authorized and ratified;

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized and directed to execute all necessary documents to effectuate the sale of the property at 6200 and 6300 West Mequon road and 11300 and 11350 North Buntrock Avenue consistent with the contract herein authorized and ratified.

Approved by: Dan Abendroth, Mayor

Date Approved: February 9, 2016

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 9, 2016.

William H. Jones, Jr., City Clerk

Published: _____

WB-15 COMMERCIAL OFFER TO PURCHASE

1 ~~LICENSEE DRAFTING THIS OFFER ON~~ _____ (DATE) IS (AGENT OF BUYER)
2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) ~~STRIKE THOSE NOT APPLICABLE~~

3 **GENERAL PROVISIONS** The Buyer, Shaffer Development, LLC and/or assigns
4 _____, offers to purchase the Property known as [Street Address] 6200 and 6300 W. Mequon
5 Road and 11300 and 11350 N. Buntrock Ave. in the _____ City
6 of Mequon, County of Ozaukee, Wisconsin
7 (Insert additional description, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479), on the following terms:

8 ■ PURCHASE PRICE: One and 00/100
9 _____ Dollars (\$ 1.00).

10 ■ EARNEST MONEY of \$ _____ accompanies this Offer and earnest money of \$ _____ will be
11 mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or
12 _____.

13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.
14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer
15 not excluded at lines 20-22, and the following additional items: _____
16 _____
17 _____

18 All personal property included in purchase price will be transferred by bill of sale or _____
19 _____

20 ■ NOT INCLUDED IN PURCHASE PRICE: _____
21 _____
22 _____

23 **CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 303-310) to be excluded**
24 **by Seller or which are rented and will continue to be owned by the lessor.**

25 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.**

26 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.
27 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from**
28 **acceptance provide adequate time for both binding acceptance and performance.**

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before
30 January, 2016. Seller may keep the Property on the market and accept
31 secondary offers after binding acceptance of this Offer.

32 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS OFFER ONLY IF
34 THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.

35 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices to a
36 Party shall be effective only when accomplished by one of the methods specified at lines 37-54.

37 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.
38 Seller's recipient for delivery (optional): Kim Tollefson with copy to Brian C. Sajdak
39 Buyer's recipient for delivery (optional): Cindy Shaffer with copy to Deborah Tomczyk

40 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
41 Seller: (_____) Buyer: (_____)

42 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery
43 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at
44 line 47 or 48.

45 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's
46 recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

47 Delivery address for Seller: 11333 N. Cedarburg Road, Mequon, WI 53092 with copy to 11402 W. Church St., Franklin, WI 53132
48 Delivery address for Buyer: 10046 N. Sheridan Dr., Mequon, WI 53092 with copy to 1000 N. Water St., Ste. 1700, Milwaukee, WI 53202

49 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a
50 consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,
51 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and
52 electronic signatures in the transaction, as required by federal law.

53 E-Mail address for Seller (optional): KTollefson@ci.mequon.wi.us and brian@wrslegal.net
54 E-Mail address for Buyer (optional): shafferdevelopment@gmail.com and dtomczyk@reinhardt.com

55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery
56 to, or Actual Receipt by, all Buyers or Sellers.

57 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge
58 of Conditions Affecting the Property or Transaction (lines 181-215) other than those identified in Seller's disclosure report dated
59 and Real Estate Condition Report, if applicable, dated _____, which was/were received by Buyer prior to Buyer
60 signing this Offer and which is/are made a part of this offer by reference **COMPLETE DATES OR STRIKE AS APPLICABLE** and
61 an environmental report prepared by Stantec dated October 28, 2015 and reports referenced therein
62 _____

INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).

63 **CAUTION:** If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. §
64 709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real
65 estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied
66 the Property). Buyer may have rescission rights per Wis. Stat. § 709.05.

67 **CLOSING** This transaction is to be closed no later than as set forth in Addendum A
68 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

69 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes,
70 rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and none other
71 _____

72 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

73 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

74 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

75 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as
76 general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)

77 Current assessment times current mill rate (current means as of the date of closing)

78 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if
79 known, multiplied by current mill rate (current means as of the date of closing)

80 No proration of property taxes. The property is tax-exempt.

81 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially**
82 **different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling**
83 **or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.**

84 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for
85 the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill
86 to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax
87 bill. Buyer and Seller agree that is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real
88 estate brokers in this transaction.

89 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 100-115
90 or 277-286 or in an addendum attached per line 479. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all
91 debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent.
92 Occupancy shall be given subject to tenant's rights, if any.

93 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s)
94 and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE** lease(s), if any,
95 are _____
96 _____ Insert additional terms, if any, at lines 100-115 or 277-286 or attach as an addendum per line 479.

97 **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than _____ days before closing, estoppel letters dated within
98 _____ days before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security
99 deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

100 **RENTAL WEATHERIZATION** This transaction (is) (is not) **STRIKE ONE** exempt from Wisconsin Rental Weatherization Standards (Wis. Admin.
101 Code Ch. SPS 367). If not exempt, (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken) shall be responsible for compliance, including all
102 costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at
103 closing.

104 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of
105 closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this Offer except: None
106 _____ . If "Time
107 is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence"
108 does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

109 **ADDITIONAL PROVISIONS/CONTINGENCIES** See attached Addendum A
110 _____
111 _____
112 _____
113 _____
114 _____
115 _____

116 PROPOSED USE CONTINGENCIES: Buyer is purchasing the Property for the purpose of: multi-use development consistent
117 with the development opportunity RFP prepared by ColliersInternational and Buyer's 9/18/15
118 response thereto ("Buyer's Proposed Use") [insert proposed use and type and size of building, if applicable; e.g.

119 restaurant/tavern with capacity of 350 and 3 second floor dwelling units]. The optional provisions checked on lines 123-139 shall be deemed
120 satisfied unless Buyer delivers to Seller by the deadline(s) set forth on lines 123-139 written notice specifying those items which cannot be
121 satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
122 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 123-139.

123 EASEMENTS AND RESTRICTIONS: This Offer is contingent upon Buyer obtaining, within 180 days of acceptance, at
124 ~~(Buyer's)~~ (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and
125 restrictions affecting the Property, ~~and a written determination by a qualified independent third party that none of these prohibit or significantly~~
126 ~~delay or increase the costs of the proposed use or development identified at lines 116 to 118.~~

127 APPROVALS: This Offer is contingent upon Buyer obtaining, at (Buyer's) ~~(Seller's)~~ STRIKE ONE ("Buyer's" if neither is stricken) expense,
128 all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting
129 authority prior to the issuance of such permits, approvals and licenses, ~~for the following items related to Buyer's Proposed Use:~~

130
131 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase
132 the cost of Buyer's proposed use, all within 270 days of acceptance of this Offer.

133 ACCESS TO PROPERTY: This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at (Buyer's) (Seller's)

134 STRIKE ONE ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.

135 LAND USE APPROVAL: This Offer is contingent upon Buyer obtaining, at (Buyer's) ~~(Seller's)~~ STRIKE ONE ("Buyer's" if neither is stricken)
136 expense, a rezoning; conditional use permit; license; variance; building permit; occupancy permit; other site plan and
137 development approval CHECK ALL THAT APPLY, for the Property for its proposed use described

138 at lines 116-118 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which
139 significantly increase the cost of Buyer's proposed use, all within 270 days of acceptance.

140 MAP OF THE PROPERTY: This Offer is contingent upon ~~(Buyer obtaining)~~ (Seller providing) STRIKE ONE ("Seller providing" if neither is
141 stricken) a _____ survey (ALTA/ACSM Land Title Survey if survey type is not
142 specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within 30 days of
143 acceptance, at ~~(Buyer's)~~ (Seller's) STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show minimum of 13.42 useable acres,
144 ~~maximum of _____~~ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon
145 the Property, the location of improvements, if any, and: be consistent with the terms of Section 9 of Addendum A

146 _____ STRIKE AND COMPLETE AS APPLICABLE Additional map features
147 which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
148 dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and
149 accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy.

150 CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map
151 when setting the deadline.

152 This contingency shall be deemed satisfied unless Buyer, within five (5) days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for
153 delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information
154 materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions
155 that would prohibit the Buyer's intended use of the Property described at lines 116-118. Upon delivery of Buyer's notice, this Offer shall be null and
156 void.

157 DOCUMENT REVIEW CONTINGENCY: This Offer is contingent upon Seller delivering the following documents to Buyer within
158 15 days of acceptance: CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE

159 Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.

160 A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with
161 representations made prior to and in this Offer.

162 Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear
163 of all liens, other than liens to be released prior to or at closing.

164 Rent roll.

165 Other _____

166
167 Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site
168 assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and
169 licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment
170 notices.

171 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and
172 disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals
173 and any reproductions) to Seller if this Offer is terminated.

174 CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within 90 days of the earlier of
175 receipt of the final document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this

176 contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set
177 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

178 **DEFINITIONS**

179 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice
180 physically in the Party's possession, regardless of the method of delivery.

181 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are defined to include:

- 182 a. Defects in structural components, e.g. roof, foundation, basement or other walls.
- 183 b. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting.
- 184 c. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including
185 but not limited to gasoline and heating oil.
- 186 d. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water
187 supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises.
- 188 e. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 189 f. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained,
190 nonconforming structures or uses, conservation easements, rights-of-way.
- 191 g. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose
192 assessments against the real property located within the district.
- 193 h. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property
194 or the present use of the Property.
- 195 i. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 196 j. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 197 k. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 198 l. Near airports, freeways, railroads or landfills, or significant odor; noise, water intrusion or other irritants emanating from neighboring property.
- 199 m. Portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 200 n. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county
201 shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland
202 conditions and which is enforceable by the county.
- 203 o. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared
204 fences, walls, wells, driveways, signage or other shared usages; or leased parking.
- 205 p. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- 206 q. Structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or
207 archeological artifacts on the Property.
- 208 r. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment
209 of a use-value conversion charge has been deferred.
- 210 s. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation
211 agreement, or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable
212 program.
- 213 t. A pier is attached to the Property that is not in compliance with state or local pier regulations.
- 214 u. Government investigation or private assessment/audit (of environmental matters) conducted.
- 215 v. Other Defects affecting the Property.

216 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event
217 occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number
218 of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the
219 President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific
220 number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24
221 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at
222 midnight of that day.

223 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair
224 the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect
225 the expected normal life of the premises.

226 (Definitions Continued on page 6)

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IF LINE 228 IS NOT MARKED OR IS MARKED N/A LINES 264-269 APPLY.

FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a written conventional
[INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within 270 days of acceptance of this
Offer. The financing selected shall be in an amount of not less than \$ 23,115,000.00 for a term of not less than 10 years,
amortized over not less than 25 years. ~~Initial monthly payments of principal and interest shall not exceed \$ _____.~~ Monthly
~~payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance~~
~~premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount~~
~~not to exceed _____% of the loan.~~ If the purchase price under this Offer ^{is} modified, the financed amount, unless otherwise provided, shall
be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to
maintain the term and amortization stated above. or the development costs for Buyer's Proposed Use

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 238 or 239.

- FIXED RATE FINANCING:** The annual rate of interest shall not exceed 4.5 %.
 - ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %.
- The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum interest rate during the mortgage term shall not exceed _____ %.
- Monthly payments of principal and interest may be adjusted to reflect interest changes

If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 109-115 or 277-286 or in an addendum attached per line 479. See Addendum A.

NOTE: If purchase is conditioned on buyer obtaining financing for operations or development consider adding a contingency for that purpose.

~~BUYER'S LOAN COMMITMENT:~~ Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 229. **Buyer and Seller agree that delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if, after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.**

CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. **BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

~~SELLER TERMINATION RIGHTS:~~ If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

~~FINANCING UNAVAILABILITY:~~ If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. ~~Unless a specific loan source is named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.~~

~~IF THIS OFFER IS NOT CONTINGENT ON FINANCING:~~ Within 7 days of acceptance, a financial institution or third party in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

APPRAISAL CONTINGENCY: This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an appraised value for the Property ~~equal to or greater than the agreed upon purchase price.~~ This contingency shall be deemed satisfied unless Buyer, within 270 days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not ~~equal to or greater than the agreed upon purchase price,~~ accompanied by a written notice of termination.

CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide adequate time for performance. loan amount, loan amount.

ADDITIONAL PROVISIONS/CONTINGENCIES See Addendum A.

287 **DEFINITIONS CONTINUED FROM PAGE 4**

288 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") (see lines 379-395)
 289 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a
 290 search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and
 291 recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property
 292 (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if
 293 the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
 294 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated
 295 Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information
 296 System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally
 297 recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"),
 298 and state and federal guidelines, as applicable.

299 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater**
 300 **or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site**
 301 **Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or**
 302 **other site evaluation at lines 109-115 or 277-286 or attach as an addendum per line 479.**

303 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be
 304 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises,
 305 items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs
 306 and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central
 307 heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings;
 308 attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground
 309 sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on
 310 permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

311 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-22.**

312 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

313 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's
 314 lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate
 315 Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide
 316 active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions,
 317 incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

318 **EARNEST MONEY**

319 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's agent if Property
 320 is not listed or Seller's account if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.

321 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an**
 322 **attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**

323 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from
 324 payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be
 325 disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written
 326 disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after
 327 the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not
 328 represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order;
 329 or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader
 330 action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to
 331 disbursement.

332 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer.
 333 Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker
 334 shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit
 335 may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the
 336 sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting
 337 attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good
 338 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations
 339 concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

340 **TITLE EVIDENCE**

341 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed ~~(trustee's deed if~~
342 ~~Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein)~~ free and clear of all liens and
343 encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility
344 and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed
345 in Seller's disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, ~~general taxes levied in the year of closing and~~
346 none other

347 _____
348 _____ which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
349 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

350 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain**
351 **improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use**
352 **other than the current use.**

353 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a
354 current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer.
355 Buyer shall pay all costs of providing title evidence required by Buyer's lender.

356 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) ~~(Buyer's)~~ **STRIKE ONE** ("Seller's" if
357 neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance
358 commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue
359 the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for
360 closing (see lines 365-371).

361 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance
362 commitment is delivered to Buyer's attorney or Buyer not more than 10 days after acceptance ("15" if left blank), showing title to the
363 Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 341-348, subject only to liens which
364 will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

365 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within
366 45 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a
367 reasonable time, but not exceeding 30 days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver
368 notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said
369 objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does
370 not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable
371 for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

372 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior to the date of ~~this~~ **closing**
373 ~~Offer~~ shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

374 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current**
375 **services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees**
376 **for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water,**
377 **sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street**
378 **lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

379 **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of
380 Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 288-302), at (Buyer's) ~~(Seller's)~~ expense **STRIKE ONE**
381 ("Buyer's" if neither is stricken), which discloses no Defects. For the purpose of this contingency, a Defect (see lines 223-225) is defined to also
382 include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the
383 presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of
384 contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer
385 had actual knowledge or written notice before signing the Offer.

386 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within 90 ~~270~~ days of acceptance,
387 delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site
388 Assessment report to which Buyer objects (Notice of Defects).

389 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

390 ■ **RIGHT TO CURE:** Seller (shall) ~~(shall not)~~ **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
391 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
392 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
393 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
394 Environmental Site Assessment report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written
395 notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

396 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A
 397 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal
 398 remedies.

399 If Buyer defaults, Seller may:

400 ~~(1) sue for specific performance and request the earnest money as partial payment of the purchase price; or~~

401 (2) terminate the Offer and ~~have the option to:~~ (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

402 If Seller defaults, Buyer may:

403 ~~(1) sue for specific performance; or~~ and all reports relating to the Property obtained
 by Buyer

404 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

405 ~~In addition, the Parties may seek any other remedies available in law or equity.~~

406 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the
 407 courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
 408 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

409 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS**
 410 **DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE**
 411 **PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE**
 412 **SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

413 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the
 414 transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties
 415 to this Offer and their successors in interest.

416 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total acreage or building square
 417 footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless
 418 verified by survey or other means.

419 **CAUTION: Buyer should verify total square footage or acreage figures and land, building or room dimensions, if material to Buyer's**
 420 **decision to purchase.**

421 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer
 422 shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for
 423 ordinary wear and tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed
 424 to by the Parties.

425 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of closing or occupancy of
 426 Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property
 427 is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to
 428 the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and
 429 restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at
 430 option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating
 431 to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However,
 432 if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sold purpose of restoring the
 433 Property.

434 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the
 435 registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at
 436 (608) 240-5830.

437 **INSPECTIONS AND TESTING** Buyer may ~~only~~ conduct inspections or tests ~~if specific contingencies are included~~ as a part of this Offer. An
 438 "inspection" is defined as an observation of the Property which does ~~not~~ include an appraisal or testing of the Property, ~~other than~~ ^{including} testing for
 439 leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as
 440 the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these
 441 materials. Seller agrees to allow Buyer's inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon
 442 advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. ~~Except~~
 443 ~~as otherwise provided,~~ Seller's authorization for inspections does ~~not~~ authorize Buyer to conduct testing of the Property.

444 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to**
 445 **determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the**
 446 **contingency.**

447 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed
 448 to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections
 449 or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

450 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, ^{and} ~~not~~ testing (see lines 437-449). This Offer is contingent upon
451 a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon
452 a qualified independent inspector or qualified independent third party performing an inspection of any area Buyer deems reasonably
453 necessary or appropriate (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which
454 discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections
455 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461.
456 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.

457 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up**
458 **inspection(s).**

459 For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual
460 knowledge or written notice before signing the Offer.

461 **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within 90 ~~270~~ days of acceptance,
462 delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer
463 objects (Notice of Defects).

464 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

465 **RIGHT TO CURE:** Seller (shall)(~~shall not~~) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
466 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
467 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
468 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
469 inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will
470 not cure or (b) Seller does not timely deliver the written notice of election to cure.

471 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at
472 _____, no later than _____. If Seller accepts a bona fide secondary offer,
473 Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of Buyer's Property
474 Contingency and _____
475 _____

476 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR**
477 **PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)] within _____ hours of Buyer's Actual Receipt of said notice, this Offer shall be**
478 **null and void.**

479 **ADDENDA:** The attached Addendum A is/are made part of this Offer.

480 This Offer was drafted by [Licensee and Firm] _____

481 _____ on _____

482 Buyer Entity Name (if any): SHAFFER DEVELOPMENT, LLC

483 (X) BY
484 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Cynthia Shaffer, Member Date ▲ _____

485 (X) _____
486 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____

487 **[EARNEST MONEY RECEIPT]** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

488 _____ Broker (By) _____

489 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING**
490 **AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS**
491 **SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

492 Seller Entity Name (if any): CITY OF MEQUON

493 (X) BY
494 Seller's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____

495 (X) _____
496 Seller's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____

497 This Offer was presented to Seller by [Licensee and Firm] _____

498 _____ on _____ at _____ a.m./p.m.

499 This Offer is rejected _____ This Offer is countered [See attached counter] _____
500 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

**ADDENDUM A
TO WB-15 COMMERCIAL OFFER TO PURCHASE**

by and between

**City of Mequon (the "Seller")
and
Shaffer Development, LLC and/or Assigns (the "Buyer")**

This Addendum A is attached to, and made a part of, the WB-15 Commercial Offer to Purchase ("Offer") dated December _____, 2015, submitted by Shaffer Development, LLC and/or Assigns (the "Buyer") to the City of Mequon ("Seller") for approximately 13.420 Useable Acres of land located generally to the north of Mequon Road and east of Buntrock Avenue, located in the City of Mequon, Ozaukee County, Wisconsin. The terms of this Addendum A shall supersede any conflicting provisions in the Offer.

1. Description of Property

The Property consists of approximately 13.420 Useable Acres of land known as 6200 and 6300 W. Mequon Road and portions of 11300 and 11350 N. Buntrock Avenue, all in the City of Mequon, Ozaukee County, Wisconsin, as shown on the attached Exhibit A. "Useable Acres" shall mean only those acres of the Property free from encumbrances or regulations which impede or interfere with the development, operation and/or improvement of the Property for Buyer's Proposed Use.

2. Purchase Price

The Purchase Price for the Property will be \$1.00 subject to the other credits and prorations as provided in the Offer and this Addendum A.

3. Closing Prorations

Notwithstanding anything in the Offer to the contrary, the Property is entirely tax exempt for 2016, and no net general real estate taxes shall be due from either Buyer or Seller at closing.

4. Buyer's Proposed Use

The Buyer is purchasing the Property for the purpose of a mixed use commercial development consistent with the development opportunity RFP prepared by Colliers International and Buyer's September 18, 2015 response to the same ("Buyer's Proposed Use").

5. Municipal and Utility Services

The Property is served by sanitary sewer, water, gas, electric and telephone utilities. Some of these utilities are located within the Property. Buyer must provide all utility laterals and/or

extensions as well as stormwater management for Buyer's Proposed Use at Buyer's expense. Buyer will have an opportunity during the Review Period described below to request and review utility service and stormwater management plans and easements and any other utility or stormwater management information that the Buyer deems relevant and material to Buyer's decision to purchase the Property. Upon closing its acquisition of the Property, Buyer accepts the location of all utilities and utility easements. Buyer shall grant any and all necessary easements to maintain the existing utilities on the Property where no easement presently exists and existing utility easements across the Property may be relocated as part of Buyer's Proposed Use as to be negotiated in the Developer's Agreement.

6. Liens, Encumbrances and Special Assessments

Seller hereby represents and warrants to Buyer that the Property is free and clear of all liens and encumbrances except municipal and zoning ordinances and agreements entered under them, recorded easements for public and municipal utilities, and other recorded easements, recorded building and use restrictions and covenants, and that in no event shall Buyer or the Property become liable for any special assessments for the currently existing and in place municipal, utility and/or stormwater management facilities and laterals and service connections to be installed by Buyer to facilitate Buyer's Proposed Use.

7. Property Condition Provisions — Environmental

Seller shall, within five days of acceptance of this Offer, provide Buyer copies of all soil test and environmental reports for the Property available to Seller. Seller represents and warrants to Buyer that Seller has no notice or knowledge of any soil conditions or environmental conditions on the Property which would render the Property unsuitable for Buyer's Proposed Use without incurrance of any unusual costs other than those disclosed in the available environmental reports. Seller shall, at Seller's expense, within 30 days of acceptance, provide a phase I environmental report for the remainder of the Property not already covered by the existing reports. Buyer will have an opportunity during the Review Period described below to obtain any other subsoil or environmental information and/or testing that the Buyer deems relevant and material to Buyer's decision to purchase the Property. Seller shall obtain and provide to Buyer a Phase II environmental report for the property located at 6300 W. Mequon Road and portions of 11300 and 11350 N. Buntrock Ave within 75 days of acceptance.

8. Acceptance

Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer. Acceptance by the City can and shall occur only upon approval and ratification of the Offer by the Mequon Common Council at a properly noticed meeting of the same.

9. ALTA Survey/CSM

The Seller will, at Seller's cost, provide Buyer with an ALTA Survey of the Property no later than five days from acceptance of Offer showing all property lines, improvements, encroachments, easements, alleys and adjoining roadways, and utility installations located

therein and calculating "Usable Acres." Seller also will, at Seller's sole cost, provide Buyer with and obtain all necessary governmental approvals for a certified survey map ("CSM") consistent with Buyer's development proposal. Buyer shall have 45 days to review such Survey and CSM and such Survey and CSM shall be in satisfactory form and accompanied by any required surveyor's certifications (benefiting Buyer, Buyer's lender and the title company insuring the transaction) sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy without the addition of any exceptions and to create up to four separate and distinct legal lots as directed by Buyer. If the Survey or the CSM shows the existence of conditions that would be detrimental to the Buyer's Proposed Use on the Property, Buyer shall have the option (a) to terminate the Offer by written notice to Seller within the 45 day period whereby this Offer shall be null and void and all earnest money paid hereunder shall be returned to Buyer forthwith; or (b) if such condition is subject to correction, to request Seller, at Seller's option and sole discretion and at its sole cost and expense, to correct such condition as promptly as possible exercising due diligence in which case the Closing shall be extended for a commensurate period but not more than 30 days.

10. Additional Buyer's Contingency (Review Period)

Buyer shall have 90 days (the "Review Period"), from the delivery of the Phase II environmental report for the property located at 6300 W. Mequon Road and portions of 11300 and 11350 N. Buntrock Ave, to conduct physical and environmental inspections and testing of the Property as well as market and financing feasibility analyses deemed necessary by Buyer to allow the Buyer to use the Property for Buyer's Proposed Use. If Buyer is dissatisfied with the Property for any reason whatsoever, Buyer may terminate this Offer by giving written notice of termination to Seller at any time during the Review Period.

If Buyer does not terminate this Offer during the Review Period, closing shall occur as set forth in Section 20 below.

11. Development Agreement Contingency

This Offer is contingent upon Buyer and Seller successfully negotiating and entering into, during the Review Period, a development agreement for the development of the Property consistent with Buyer's Proposed Use and to fund any and all costs associated with remediating all conditions disclosed by Buyer's environmental site assessments, evaluations, inspections and/or testing. If Buyer is dissatisfied with the development agreement for any reason whatsoever, Buyer may terminate this Offer by giving written notice of termination to Seller at any time during the Review Period. If Buyer does not terminate this Offer during the Review Period, closing shall occur as set forth in Section 20 below.

12. Access to Property

Seller agrees to grant access to the Property to Buyer, its consultants, architects, engineers, contractors and agents at all reasonable times for inspection and testing, all at Buyer's expense. Buyer shall not permit any liens to attach to the Property by reason of such activities. Buyer shall maintain or cause its contractors to maintain liability insurance for all such activities on the Property. To the extent Buyer may disturb any of the surface or subsurface of the land in connection with the foregoing, such shall be restored to substantially its previous condition at the sole expense of the Buyer if Buyer terminates this Offer. Buyer further indemnifies and agrees to hold Seller, the City of Mequon harmless from and against any and all claims or liabilities arising from the activities on the Property of Buyer and Buyer's agents.

13. Litigation

In the event of litigation arising out of this Agreement, the prevailing party shall be entitled to court costs and reasonable attorney's fees from the unsuccessful party.

14. Entire Agreement

This Addendum, together with the Offer constitutes the entire agreement between the parties and no modification shall be binding unless in writing and signed by all parties. Buyer acknowledges that Buyer has not relied upon, and will not rely upon, any representations or warranties made by Seller or Seller's agents unless such representations or warranties are expressly set forth in this Agreement.

15. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representative, successors and permitted assigns. The obligations provided for hereunder, and specifically those provided for under paragraph 12, shall survive closing and shall run with the land.

16. Assignment

Buyer may assign this Offer by one or more successive assignments at any time prior to the closing of this transaction. Upon any such assignment, the assignee shall have all the rights and obligations of Buyer hereunder and Buyer shall thereupon, automatically and without the execution of further instruments or documents, be relieved and released from any obligations hereunder.

17. Legal Counsel

The Buyer and Seller are advised to be represented by their attorney in the preparation and review of all legal documents associated with the purchase/sale of this Property.

18. Colliers International Fee

Buyer shall at closing pay the fee for Colliers International's work as provided for in its contract with the Seller. Buyer and Seller represent and warrant to each other that they have not dealt with any broker other than Colliers International and the parties shall indemnify, defend and hold the other party harmless from any and all broker liens or claims for liens arising from this transaction.

19. Closing Documents

In addition to the other documents required under this Offer at closing, Seller shall, at Seller's expense, deliver to Buyer all duly authorized and executed documents necessary to convey the Property to Buyer as called for hereunder, including but not limited to: a warranty deed, a real estate transfer return, all affidavits and/or indemnities required by the title company insuring the transaction, a recording gap endorsement, an agreement to increase coverage, endorsements for access, survey and separate tax parcel, and a nonforeign status affidavit.

20. Closing

The Property presently houses certain public works facilities of the Seller as depicted on the attached Exhibit B ("DPW Facilities"). If Buyer elects to proceed to close this transaction, a closing for those portions of the Property unencumbered by the DPW Facilities shall occur at a date and time directed by Buyer within 30 days following the satisfaction or waiver of all contingencies to this Offer. Seller shall not impede Buyer's access to the DPW Facilities at any time, but closing for the balance of the Property encumbered by the DPW Facilities shall occur at a date and time directed by Buyer within 30 days following Seller's vacancy of the DPW Facilities, which shall occur not sooner than the initial closing and not later than April 15, 2017.

21. Nonillusory.

The parties acknowledge that while Buyer retains some discretion under the Offer, Buyer will incur significant costs in undertaking evaluations, inspections and testing during the Review Period. Such costs are deemed sufficient consideration for the parties' respective obligations under this Offer and this Offer shall not be deemed illusory.

IN WITNESS WHEREOF, Seller and Buyer have caused this Addendum to be executed on the date written next to their respective signatures, to be effective as of the full executed date of the Offer.

BUYER: Shaffer Development, LLC and/or Assigns

By: _____ Date: _____
Cynthia Shaffer

SELLER: City of Mequon

By: _____
Dan Abendroth, Mayor

Date: _____

Attest: _____
William H. Jones, Jr, Clerk-Administrator

Date: _____

EXHIBIT A
Map Showing Property
(Attached)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION NO. 3359

A RESOLUTION DISALLOWING THE CLAIM OF
THE LAKES OF VILLE DU PARC CONDOMINIUM ASSOCIATION, INC.
RELATING TO THE SHORELAND NATURE PRESERVE

WHEREAS, The Lakes of Village du Parc Condominium Association, Inc., filed a Notice of Circumstances and Claim to the City on October 30, 2015 in which the Association alleges damage for trespass to land following the City's purchase of the lands which constitute the Shoreland Nature Preserve; and

WHEREAS, the City Attorney 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 the Lakes of Ville du Parc Condominiums Association, Inc., dated October 30, 2015 relating to alleged damage resulting from trespass is hereby disallowed.

BE IT FURTHER RESOLVED that the City Clerk's office is directed, pursuant Wis. Stat. § 893.80(1g), to provide the Association 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 9th day of February, 2016.

William H. Jones, City Clerk

Published: N/A