



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

www.ci.mequon.wi.us

Office of the City Clerk
Taped and Televised

COMMON COUNCIL
Tuesday, March 8, 2016
7:30 PM
Christine Nuernberg Hall

Agenda

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

2) Public Hearing:

- a) **2016-1467-** An Amendment to a PUD approval for Sarah Chudnow Campus located at 10995 N. Market Street to reduce the overall site acreage from 19.4 to 16.9 acres **Recommendation to table by Planning Commission February 8, 2016; Recommendation forthcoming by Planning Commission March 7, 2016; First Reading at Common Council February 9, 2016.**
- b) **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 to table by Planning Commission February 8, 2016; Recommendation forthcoming by Planning Commission March 7, 2016; First Reading at Common Council February 9, 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 February 9, 2016
- b) Architectural Board meeting minutes of January 11, 2016

- c) Board of Appeals meeting minutes of February 4, 2016
- d) Bureau of Permits and Inspections Report for January 2016
- e) Economic Development Board meeting minutes of February 2, 2016
- f) Finance-Personnel Committee meeting minutes of January 12, 2016
- g) Fire Department Report for January 2016
- h) Mequon/Thiensville Bike/Pedestrian Commission meeting minutes of October 2, 2015
- i) Park Board meeting minutes of December 16, 2015
- j) Planning Commission meeting minutes
- k) Public Safety Committee meeting minutes of December 14, 2015
- l) Public Welfare Committee meeting minutes of December 8, 2015
- m) Public Works Committee meeting minutes of January 12, 2016
- n) Tree Board meeting minutes of December 16, 2015
- o) Zoning Enforcement and Site Compliance Report through March 1, 2016
- p) **RESOLUTION 3366** - Lumen Christi Church Engineering Services Request and Memorandum of Understanding. **Recommendation forthcoming by Public Works Committee March 8, 2016; First Reading at Common Council March 8, 2016**

6) Ordinances:

- a) **ORDINANCE 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 to table by the Planning Commission February 8, 2016; Recommendation forthcoming by Planning Commission March 7, 2016; First Reading at Common Council February 9, 2016**
- b) **ORDINANCE 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 to table by Planning Commission on February 8, 2016; Recommendation forthcoming by Planning Commission on March 7, 2016. First Reading on February 9, 2016.**
- c) **ORDINANCE 2016-1470** - An Ordinance Amending Chapter 46, Article IV, Division 2 of the Mequon Municipal Code as it Relates to Hunting and the Discharge of Certain Weapons Within the City. **Recommended by Public Safety Committee February 23, 2016; First Reading at Common Council March 8, 2016.**

7) Resolutions:

- a) **RESOLUTION 3364** - Awarding the Sale of \$9,020,000 General Obligation Public Works Facility Bonds, Series 2016A. **Recommendation forthcoming by Finance-Personnel Committee March 8, 2016**
- b) **RESOLUTION 3362** - Contract Award for the Construction of the Combined Department of Public Works Facility. **Recommendation forthcoming by Public Works Committee March 8, 2016**
- c) **RESOLUTION 3363** - Resolution 3363 Contract Award for the Consultant Contracts Associated with the Combined Department of Public Works Facility. **Recommendation forthcoming by Public Works Committee March 8, 2016**
- d) **RESOLUTION 3365** - Resolution Approving and Entering into an Agreement with SBA Towers IX, LLC for Location of a Wireless Communications Tower and Ground Facilities at River Barn Park (9808 N. Cedarburg Road). **Recommendation forthcoming by Finance-Personnel Committee March 8, 2016**
- e) **RESOLUTION 3367** - A Resolution Approving a Development Agreement Between the City of Mequon and Dermond Property Investments, LLC with a Town Center TID Incentive In The Amount of \$647,427. **Recommended by Economic Development Board February 23, 2016; Recommendation forthcoming by Finance-Personnel Committee March 8, 2016**

8) Specified Unfinished Business:

None

9) Presentation of Petitions, Memorials, and/or Remonstrances and Communications:

None

10) Specified Miscellaneous New Business:

None

11) Adjourn

Dated: March 3, 2016

/s/ Dan Abendroth, Mayor

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

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

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

CITY OF MEQUON COMMON COUNCIL

Regular Meeting
February 9, 2016

PRESENT: Mayor Abendroth, Aldermen Strzelczyk, Pukaite, Mayr, Leszczynski, Gierl, Hawkins, Nerbun, Adams; City Clerk/Administrator Jones; Assistant City Administrator Thyges; City Attorney Sajdak; Executive Assistant Prosser; Community Development Director Tollefson; Community Development Assistant Director Zader; Finance Director Watson; Director of Parks & Operations Curran; Operations Director for Water Utility Voight, press and interested public

ABSENT: None

ALSO PRESENT: John Graham of JG Venture

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

2) **Public Hearings:**

a) Moved by Alderman Hawkins, seconded by Alderman Pukaite to open a public hearing to discuss **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. The motion passed by voice acclamation 8/0.

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

b) Moved by Alderman Nerbun, seconded by Alderman Adams to open a public hearing to discuss **ORDINANCE 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.

Mayor Abendroth clarified the Common Council will be deciding whether to approve or deny the conservation subdivision after discussion and/or whether to modify the conservation subdivision. The motion passed by voice acclamation 8/0.

The following citizens spoke in opposition to **ORDINANCE 2016-1466**: Bruce Duncan, Patty Ayer, Dennis Wozniak, Ben Arnold, Walter M. Stefan, Jean Richmond, Kim Rusch, Joe DeFrancis, Betty Duncan and Jim Collins. They cited opposition to all the residential clusters that threaten the rural nature of that area, additional traffic, deeding land to the city does not guarantee against further development and easements, supply and demand, lack of maintenance of conservancy land, demise of the dairy farm, trust issue, concern for the potential for flooding if not planned correctly, and change of social

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character of community. It was suggested to work with the DNR or conservationists when landscaping to avoid invasive plantings.

The following citizens registered their opposition to **ORDINANCE 2016-1466** but did not wish to speak: Ann Trumble, John Trumble, John Grau, Samantha Landis, Michael Schoessow, Krisi Harwood, Elizabeth Reiss, Kurt Reiss, Drew Pipkorn, Dale Schoessow, Dean Schoessow, Peggy Schoessow, Pamela Helmig, Hermie Stern, Karen Pelczynski, Cece Kim, Daniel Kim, Sue Schoessow, Troy Schoessow, David Greeger, and Tim Trenkle.

The following citizens spoke in favor of **ORDINANCE 2016-1466**: Tom Zabjek, Deb Anderson. They cited the need for developable land, how this maintains the rural nature of the area, control of invasive plants is very difficult and minimal traffic impact.

The following citizens registered their support of **ORDINANCE 2016-1466** but did not wish to speak: Karen Maclay, Kristen Maclay, Rosemary Graham, Jim Clemons, Kathy Happ.

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

Moved by Alderman Mayr, seconded by Alderman Hawkins to suspend the rules and take action on **ORDINANCE 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. The motion passed by voice acclamation 8/0.

Moved by Alderman Mayr, seconded by Alderman Hawkins to deny **ORDINANCE 2016-1466**.

Director Tollefson stated that the PUD application was approved 7/1 by the Planning Commission. The PUD request is to allow for the flexibility of a more creative design that allows for the preservation of common open space; it does not change the base density. The protest petition was vetted by staff and the City Attorney and was confirmed to be in compliance to the State's statutes on protest petitions, therefore a super majority vote is needed. Common Council's decision is whether to accept and approve the PUD which allows for the conservation subdivision. The property owner has rights under the current R-1 zoning to develop this land with a 5-acre minimum lot layout. A preliminary plat and development agreement would only need to be presented to the Planning Commission.

The conservancy concept design 1) preserves 71 percent common open space; 2) includes lots sizes between 1.25 - 3 acres; 3) has setbacks of 30 foot side and rear and 50 foot in the front yard; 4) significant environmental features, i.e. wetland, specimen trees; 5) perimeter and buffer open spaces; 6) allows for a reduction of lot size without increasing density; 7) infrastructure demand may be less due to smaller lot sizes and concentrated in particular areas; 8) served by private septic and private wells; 9) perc tests are mandated;

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10) any further changes to the approved PUD would require Common Council approval and public notice.

Developer John Graham of JG Venture spoke to the positives of the conservation subdivision plan, i.e., smaller lot sizes, maintains rural character of city, city's need for equestrian operations and sensitiveness to environment.

Attorney Sajdak clarified that any approval vote would need three quarters of the Council's approval but the motion to deny already pending could pass by a simple majority vote. Failure of the motion to deny would need to be followed up with a motion to approve and that would require the three quarters vote to pass.

Council discussed property owner's rights in 5-acre zoning, the need to listen to one's constituencies, proposed 55-acres land along the river for public dedication, public access, and what is good for the city in the long run.

Motion to deny passed upon roll call vote 5/3.
 Favor: Strzelczyk, Mayr, Gierl, Hawkins, Adams
 Opposed: Pukaite, Leszczynski, Nerbun

Council took a short break at 8:56 PM.
 Council reconvened at 9:06 PM.

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

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

- a) **Mayor:** Outpost National Foods has received a LEED (Leadership in Energy and Environmental Design) Silver Certificate for it's Mequon store.
- b) **City Administrator:** As a result of the recent news stories about the lead contamination of the Flint, Michigan water supply, Mr. Voight provided a brief overview of the low risk potential related to our local water system and what residents and businesses can do to mitigate the risks. Mequon Water is new, installed after 1998. Ninety-nine percent of the water main in Mequon is plastic, the final 1 percent are ductile iron with rubber gaskets. Residents can reduce their risk by replacing any old fixtures that may contain lead, flush the water lateral in the morning before drinking, or install a point of use water filter on the drinking water tap or install reverse osmosis systems. Residents on wells can follow the same precautions. Council suggested putting a link on the City website with information on water testing for well owners.

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

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- i) Zoning Enforcement and Site Compliance Reports through February 1, 2016
- j) **RESOLUTION 3354** – A resolution to observe International Migratory Bird Day
Recommendation forthcoming by Public Welfare Committee February 9, 2016.

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

The motion passed by voice acclamation 8/0.

6) **Ordinances:**

Moved by Alderman Nerbun, seconded by Alderman Strzelczyk to remove **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 from the table.

The motion passed by voice acclamation 8/0.

- a) Moved by Alderman Mayr, seconded by Alderman Strzelczyk to approve **ORDINANCE 2015-1452**.

Short-term rentals, per the ordinance, are listed as conditional uses in residential zoning districts and will be subject to approval by the Planning Commission, will require a public hearing and notification to all property owners with ¼ mile for the public hearing, will be published in the newspaper, will mandate annual submission of rental records, and necessary documentation of floor plans and site plans, is revocable should negative impacts of use arise.

Council members expressed their opinions about taking property owner's rights, enforceability, permit process, public safety issue, the need for regulation, proof of insurance requirement, staffing levels for enforcement, the conditional use grant process, and protecting neighborhood integrity. Current zoning code says that any uses that are not specifically identified and permitted are not allowed within the city. However, there is case law that raises questions as to whether or not enforcement of rental properties would be successful. If the conditional use process is removed from the discussion and just a permit fee is charged then the context would shift to general regulation as opposed to zoning code regulation.

Moved by Alderman Pukaite, seconded by Alderman Hawkins to table **ORDINANCE 2015-1452** and return it the Public Welfare Committee.

The motion passed by voice acclamation 7/1.

- b) Moved by Alderman Pukaite, seconded by Alderman Strzelczyk to approve **ORDINANCE 2016-1465** – Ordinance repealing and recreating Section 2-236(5), Mequon Code (Meals).

Motion passed by roll call vote 8/0.

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

Opposed: None

- d) **ORDINANCE 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 February 8, 2016; First Reading.**
- e) **ORDINANCE 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 February 8, 2016; First Reading.**
- f) **ORDINANCE 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 Land Use Plan Map amendment from Office to Community Commercial **Recommendation forthcoming by Planning Commission February 8, 2016, First Reading.**

7) **Resolutions:**

- a) Moved by Alderman Pukaite, seconded by Alderman Leszczynski to approve **RESOLUTION 3350** – Initial Resolution Authorizing General Obligation Bonds in an Amount Not to Exceed \$9,020,000.

Motion passed upon roll call vote 8/0:

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

Opposed: None

- b) Moved by Alderman Nerbun, seconded by Alderman Adams to approve **RESOLUTION 3353** – An Amendment to the City of Mequon Approved Development Agreement to Extend the Project Completion for Phase II: Café Hollander.

Motion passed by voice acclamation 8/0.

- c) Moved by Alderman Adams, seconded by Alderman Nerbun to approve **RESOLUTION 3356** – 2016 DPW Equipment Replacement.

Motion passed by voice acclamation 8/0.

- d) Moved by Alderman Mayr, seconded by Alderman Hawkins to approve **RESOLUTION 3357** – Approving the Town Center Business Development Loan Program for Ruby Tap.

Loan program is offered by First Bank Financial and the City only needs to assure that Ruby Tap meets the Town Center goals and standards. The City has no financial obligation.

Motion passed by voice acclamation 8/0.

Attachment: CC minutes_02-09-16 (1516 : Common Council meeting minutes of February 9, 2016)

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- e) Moved by Alderman Nerbun, seconded by Alderman Pukaite to approve **RESOLUTION 3358** – Road reservation vacation by WE Energies to remove a 30-foot road reservation for property located at 7980 W. Donges Bay Road.

Motion passed by voice acclamation 8/0.

- f) Moved by Alderman Mayr, seconded by Alderman Leszczynski to approve **RESOLUTION 3360** – Resolution in support of the preservation of tax-exempt financing.

Motion passed by voice acclamation 8/0.

- g) Moved by Alderman Leszczynski, seconded by Alderman Pukaite to approve **RESOLUTION 3361** – Resolution approving the Revolving Loan Fund application for Big Shot Sports.

The proposed development at Nichol Park includes a new, year-round facility with a driving range, indoor practice facility, lessons, pro shop and concessions. The \$50,000 loan from the Revolving Loan Fund (RLF) is based on creating 2.5 full-time equivalents jobs and collateral has been established.

Motion passed by roll call vote 8/0:

Favor: Leszczynski, Gierl, Hawkins, Nerbun, Adams, Strzelczyk, Pukaite, Mayr
Opposed: None

- h) Moved by Alderman Pukaite, seconded by Alderman Leszczynski to approve **RESOLUTION 3346** - Approving the contract to purchase for the Town Center owned property known as 6200 W Mequon Road, 6300 W. Mequon Road, 11300 and 11350 N. Buntrock Avenue.

Attorney Sajdak stated that the proposal that came out of Finance-Personnel Committee included a few changes: 1) change dates to February, 2) added contingency that relates to the 50 foot Neimann property on the east, 3) broker services commission is not to exceed \$60K, 4) change the last sentence in Item 10 to read “If Buyer is dissatisfied with the Property for reasons first discovered through the inspections, testings or analysis completed, Buyer may terminate this Offer by giving written notice of termination to Seller at any time during the Review Period.”; and 5) add to the end of Item 16 the following sentence “Any such assignment shall be approved in writing by Seller provided that such approval shall not be unreasonably withheld by Seller.”

The Buyer’s attorney did approve the last two proposed changes. In addition, they proposed that we add the following provision to Item 16: “By entering into this agreement the Seller hereby consents to any assignments to an entity that is owned by or otherwise under majority control of Ms. Shaffer.”

Moved by Alderman Pukaite, seconded by Alderman Leszczynski to approve **RESOLUTION 3346** with all the proposed amendments.

Motion passed by roll call vote 7/1:

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

Opposed: Gierl

8) **Specified Unfinished Business:** None

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

10) **Specified Miscellaneous New Business:** None

11) **Convene to Closed Session:**

- a) Moved by Alderman Nerbun, seconded by Alderman Adams to convene into closed session at 10:30 PM 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); and
- 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); and
- c) Convene into closed session pursuant to Section 19.85(1)(c), Wisconsin State Statutes, considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility (Personnel-Evaluations).

Motion passed upon roll call vote 8/0:

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

Opposed: None

- d) Moved by Alderman Strzelczyk, seconded by Alderman Pukaite to reconvene into open session at 11:31 PM.

Motion passed by voice acclamation 8/0.

12) Moved by Alderman Pukaite, seconded by Alderman Leszczynski to suspend the rules and take action of **RESOLUTION 3359** – A resolution disallowing the claim of the Lakes of Ville du Parc Condominium Association, Inc. relating to the Shoreland Nature Preserve.

Motion passed by voice acclamation 8/0.

Moved by Alderman Mayr, seconded by Alderman Pukaite to approve **RESOLUTION 3359**.

Motion passed by roll call vote 6/2:

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

Attachment: CC minutes_02-09-16 (1516 : Common Council meeting minutes of February 9, 2016)

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Opposed: Strzelczyk, Gierl

- 13) **Adjourn:** Moved by Alderman Nerbun, seconded by Alderman Mayr to adjourn at 11:34 PM.

Motion passed by voice acclamation 8/0.

William H. Jones, Jr., City Clerk

Attachment: CC minutes_02-09-16 (1516 : Common Council meeting minutes of February 9, 2016)

2)	Dist. 1 6:40pm	Re-Submittal: Detached Garage Modification	Chuck Reynolds c/o Cynthia Galton 13349 N. Hawthorne Court Subd: N/A	Cont: Chuck Reynolds Arch: N/A
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Moved to Approve: Youngquist
 Seconded by: Chich
 Approved: Yes
 Vote: 6-0

Conditions: Plans approved as submitted.

3)	Dist. 3 6:50pm	Re-Submittal: Roofline & Garage Changes	Steve Sass 2333 W. Hickory Lane Subd: Oz. County Club Est.	Cont: Strachota Builders LLC Arch: Zuerns Building Product
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Moved to Approve: Davison
 Seconded by: Schroeder
 Approved: Yes
 Vote: 5-0

Conditions: Plans approved as submitted with the condition that new plans are submitted to show brick elements before issuance of building permit.

4)	Dist. 3 7:00pm	Remodel & Addition: Outbuilding	Dan Mikocajczak 8677 W. Freistadt Road Subd: N/A	Cont: Dan Mikocajczak Arch: N/A
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Moved to Approve: Meyers
 Seconded by: Chich
 Approved: Yes
 Vote: 5-0

Conditions: Plans approved as submitted.

Attachment: Arch Brd_01-11-16 minutes (1517 : Architectural Board meeting minutes of January 11, 2016)

5)	Dist. 4 7:10pm	New: Single Family Residence	Veridian Homes LLC Lot #11 Subd: The Enclave at Mequon Preserves	Cont: Veridian Homes Arch: Veridian Homes
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Moved to Approve: Mattingly
 Seconded by: Schroeder
 Approved: Yes
 Vote: 6-0

Conditions: Plans approved as submitted.

6)	Dist. 4 7:15pm	New: Single Family Residence	Tim O'Brien Homes Lot #36 Subd: Highlander Estates	Cont: Tim O'Brien Homes Arch: Tim O'Brien Homes
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Moved to Approve: Mattingly
 Seconded by: Davison
 Approved: Yes
 Vote: 6-0

Conditions: Plans approved as submitted.

Attachment: Arch Brd_01-11-16 minutes (1517 : Architectural Board meeting minutes of January 11, 2016)



11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262/236-2911
Fax: 262/242-9655

www.ci.mequon.wi.us

Office of the City Clerk

BOARD OF APPEALS
Tuesday, February 4, 2016; 6:00 PM
MINUTES

Present: Chairman Reitz; Members Ashmore, Massey, Clancy; Deputy Clerk Fochs; City Attorney Sajdak; Community Development Director Tollefson; Court Reporter Jennifer Steidtmann, Gramann Reporting; and interested public

Also Present: Peter Young, American Dental Partners, Inc. Director of Regional Operations, Attorney Louis B. Butler, Jr. and Attorney Bill Scott of Gonzalez Saggio & Harlan LLP

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

The meeting was called to order at 6:00 PM.

1. Approve meeting minutes of January 5, 2016

Moved by Member Ashmore, seconded by Member Massey to approve the meeting minutes of January 5, 2016.

The motion passed by voice acclamation 4/0.

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

Applicant(s): American Dental Partners of Wisconsin LLC dba Forward Dental Mequon

Owner: Mequon Town Center LLC

Appeal: Appeal of the Planning Commission's decision on December 7, 2015, for a building and site plan amendment by American Dental Partners of Wisconsin LLC dba Forward Dental Mequon for the property located at 6048 W. Mequon Road.

Documents submitted by the appellant February 2, 2016 were submitted into record.

Director Tollefson stated that this is an appeal of the December 7, 2015 Planning Commission decision for a waiver to the site and building plan approvals.

Attorney Butler outlined the issues of the appeal: 1) challenging the need for a variance at all based on the ordinance that addresses windows; there is no regulation nor prohibition with respect to blinds in the ordinance; 2) architectural plans submitted specified placement of interior window blinds in all exterior windows except as otherwise noted; 3) architectural plans were approved by the City and the State; 4) the buildout costs and potential construction costs to comply will create an unreasonable hardship; and 5) violation of patient confidentiality and privacy constitutes a hardship as well.

Mr. Young stated that American Dental Partners LLC has been accredited since 2000 and their goal is to protect the health and welfare of their patients. The language around patient privacy indicates that the organization ensures its facilities provide exam rooms, dressing rooms and reception areas that are constructed and maintained in a manner that ensures patient

Attachment: BOA minutes_02-04-16 (1518 : Board of Appeals meeting minutes of February 4, 2016)

privacy during interviews, examination and consultation. Practical considerations for needing blinds are the sunshine makes examinations difficult, the computer screens unviewable, and the heat from the windows could cause materials to light-cure too quickly. When the occupancy permit was received they were surprised since everything they'd done to-date was in accordance with the building permit and the approvals received from the City. There was never any issue with the use of the blinds until they filed for a variance in December 2015. Blinds were used when the patients were in the chair from June 2015 until December 2015. Only after the appeal was filed were the City citations issued. Total cost to build the practice was \$715,000 and the approximate cost to redo the layout would be \$550,000. HIPPA mandates patient privacy and their practice has many safeguards in place to ensure absolute privacy.

Director Tollefson stated that privacy rules, regulations and obligations of the tenant are their burden and are not the City's requirement. The fact that it is a permitted use does not exempt them from design standards. They could have chosen another site in the development. The PUD approval, the development agreement, building and site plan approvals, architectural plans, and building permits are all reviewed by Community Development to ensure synergy between Planning Commission's recommendations and the ultimate buildout. Per their Development Agreement they are required to implement all of the rules and regulations, including the PUD regulations, that were established from the onset. Miscommunications between the developer and the tenant are not the responsibility of the City. Design guidelines specifically address windows. They must be transparent, it outlines the percentage of windows per building frontage, and percentage limitation on the coverage of windows facing public spaces. The spirit and intent of this Town Center neighborhood is to be pedestrian oriented, walkable neighborhood of mixed use that generates vitality and gathering at the street level. Allowing a tenant to block off their windows is a violation of the spirit and intent of those policies.

The Board requested more details about the conversations with the developer. One of the requirements of the development agreement was to have an operable, front door facing Mequon Road. The tenant desired the door to be facing the parking lot. A compromise was reached between the City and the developer to eliminate a direct front door, and replace it with a centralized door with a small lobby that would provide an interior door into the tenant's apace. The developer needed to go forward understanding that with the floor plan coupled with the requirements already documented as part of the project approval, there would be no blocking of the windows.

Mr.Young, although not part of the discussion relocating the front door, stated the company prefers the operatory in the windows and does not have a bearing on the appeal. Director Tollefson added that relocating the front door does not negate the requirement to meet certain building and design standards.

The Board questioned the reaction of the tenant when they received the occupancy permit dated June 17, 2015 with the condition that no window coverings could be used. Mr. Young confirmed he did not have any further discussions with either the City or the developer about that requirement and they did not make any appeal at that time. To the best of his knowledge, no one in his organization knew they could not have window coverings or they would not have proceeded in ordering blinds.

Director Tollefson stated that blinds or window skins are not regulated by building code, electrical code, HVAC code, or plumbing code and therefore were not reviewed by the building inspector. The Planning Division completed their building code review and

Attachment: BOA minutes_02-04-16 (1518 : Board of Appeals meeting minutes of February 4, 2016)

identified there were blinds at that time and they made a condition of approval on the occupancy certificate which was subsequently signed by the applicant.

Attorney Scott argued that the City approved and certified the building plans that clearly showed window blinds in all exterior windows. Director Tollefson restated that blinds are not a construction component nor a substantial construction element. The building inspector would not inspect blinds. In addition, there was a catchall condition of approval granting by Planning Commission and Common Council which gave staff the ability to add conditions at any point in the process to ensure that all the policies and standards of the zoning district were in compliance.

Exhibits A-1 (architectural design plans) and A-2 (building inspection documents) from American Dental Partners LLC were submitted into record.

Mr. Young stated there is a tacit admission by staff that there is no regulation regarding blinds. If there is no regulation there is no authority to impose this condition in the first instance. If the Board does think the ordinance regulates blinds then the appellant believes a variance would be justified based on the unreasonable hardship that would be placed upon the dental practice and all patients.

Director Tollefson clarified that this is not a question of a variance. The case is an appeal of the Planning Commission's December 7, 2015 decision. This zoning district specifically expresses the Planning Commission has the ability to grant waivers to any of the standards within the zoning district. Whether the ordinance expressly states "blinds" or not the PUD required the full spirit and intent of those policies.

Member Massey questioned both staff and appellant on why the intent and purpose of Mequon Code 58-301(a) would be supported or not supported by the window blinds. Director Tollefson argued that blinds would not "activate" the street. We want to activate the pedestrians, promote natural surveillance, minimize the uncomfortableness of pedestrians, maintain high design standards and maintain the pedestrian character. Mr. Young stated that they want to meet the intent of the standard, however, he noted that the sidewalk on Mequon Road is considerably narrower than the sidewalk on Cedarburg Road so comparisons cannot be made between businesses on the east side of Town Center, and their blinds would only be closed when there are patients utilizing the exam rooms.

Moved by Member Massey, seconded by Chair Reitz to subpoena Assistant Director of Community Development Jac Zader, Blair Williams of WiRed Development, Dan Kinney of American Dental Partners of Wisconsin LLC, Matt Mehring of Anderson/Ashton construction group, Martin Schoenknecht, Mequon Building Inspector and any other person who was negotiating the buildouts on behalf of American Dental Partners of Wisconsin LLC.

The motion passed by voice acclamation 4/0.

Discussion ensued on other opportunities available to American Dental Partners. Staff contends that the interior floor plan could be modified to create a private room to serve their patients. The appellant contends that opting for a second level office space is cost prohibitive at this point and flipping the floor plan would cost approximately \$550,000, a definite hardship. Also lightly tinted windows would not solve the privacy issue.

Design guidelines for the Town Center were created in December 2005. This zoning district was built upon those design guidelines and was created in 2007. Town Center is the only

zoning district in the zoning code that actually dictates materials to be used, percentage points of windows on the first and second floor and specific design standards.

Attorney Sajdak asked Attorney Butler if he reviewed the Schneider vs. Waukesha decision in preparation for this hearing. He had not and agreed to provide an argument to the Board in a timely fashion as to the distinction between that decision and the Outagamie County decision.

Moved by Chairman Reitz, seconded by Member Ashmore to suspend the hearing to a yet-to-be-determined date. Deputy City Clerk will work with all Board members and all witnesses to find a mutually agreed upon date.

Motion passed by roll call vote 4/0:
Favor: Ashmore, Massey, Reitz, Clancy
Opposed: None

3. Adjourn

There was a motion and a second to adjourn at 7:45 PM.

Respectfully submitted,
CITY OF MEQUON BOARD OF APPEALS
Kathy Andrykowski, Administrative Secretary
Approved 02-29-16

Attachment: BOA minutes_02-04-16 (1518 : Board of Appeals meeting minutes of February 4, 2016)

CITY OF MEQUON
WISCONSIN
DEPARTMENT OF COMMUNITY DEVELOPMENT
BUREAU OF PERMITS AND INSPECTIONS
JANUARY 2016
MONTHLY FEE'S REPORT

Type of Permit	This Month		Year to Date		Last Year to Date	
	No.	Fees	No	Fees	No	Fees
Building Applications	6	483.00	6	483.00	8	758.00
Building Permits	54	27,531.76	54	27,531.76	44	23,864.75
Heating Permits	35	3,456.74	35	3,456.74	57	16,017.56
Temp. Occupancy Permits	2	357.00	2	357.00	5	257.00
Occupancy Permits	14	935.00	14	935.00	9	721.00
Cert. of Compliances	0	0.00	0	0.00	24	1,464.00
Moving Permits	0	0.00	0	0.00	0	0.00
Razing	2	122.00	2	122.00	4	244.00
Plumbing Permits	57	10,204.00	57	10,204.00	69	8,371.00
Electrical Permits	77	5,447.05	77	5,447.05	75	7,292.53
Well Abandonment Permit	0	0.00	0	0.00	0	0.00
Well Operation Permit	0	0.00	0	0.00	0	0.00
Early Start	0	0.00	0	0.00	1	183.00
Total	247	\$ 48,536.55	247	\$ 48,536.55	296	\$ 59,172.84

CITY OF MEQUON
WISCONSIN
DEPARTMENT OF COMMUNITY DEVELOPMENT
BUREAU OF PERMITS AND INSPECTIONS
* JANUARY 2016 *
MONTHLY VALUE'S REPORT

Type of Permit	This Month		Year to Date		2015	
	No.	Value	No.	Value	No.	Value
Residences	5	4,137,450.00	5	4,137,450.00	2	1,007,003.00
Two Family Residence*	0	0.00	0	0.00	0	0.00
Multi-Fam (townhouse)	0	0.00	0	0.00	0	0.00
Multi-Fam (apartment)	0	0.00	0	0.00	0	0.00
Residential Add/Alter	27	1,036,290.00	27	1,036,290.00	24	534,479.00
Misc Residential	17	162,159.37	17	162,159.37	12	83,877.85
Commercial New/Addition	0	0.00	0	0.00	1	500,000.00
Commercial Remodel	1	12,600.00	1	12,600.00	0	0.00
Commercial Tenant	0	0.00	0	0.00	2	622,000.00
Utility	3	50,700.00	3	50,700.00	2	20,000.00
School/Church/Public Add/Rem	0	0.00	0	0.00	0	0.00
School, Church, Public, New	0	0.00	0	0.00	0	0.00
Agricultural	1	73,000.00	1	73,000.00	1	110,000.00
Raze Buildings/UST	1	0.00	1	0.00	4	0.00
Move Buildings	0	0.00	0	0.00	0	0.00
Tank Installs	0	0.00	0	0.00	0	0.00
Total	55	\$ 5,472,199.37	55	\$ 5,472,199.37	48	\$ 2,877,359.85

*Total Permits Issued, 2 Residences per 1 Unit



11333 N Cedarburg Road
 Mequon, WI 53092
 P: 262-236-2902
 F: 262-242-9655
www.ci.mequon.wi.us

Department of Community Development

**Economic Development Board
 February 2, 2016
 7:30 AM
 North Conference Room
 Mequon City Hall
 11333 N Cedarburg Road
 Minutes**

1. Call to Order, Roll Call.

Members present: Tim Carr, Jim Baka, Mason Holbrook, Gloria Rosenberg, Rick Shneyder, John Wirth, Ald. Connie Pukaite

Staff and City Representatives Present:
 Kim Tollefson, Director of Community Development

2. Approval of meeting minutes

Ms. Rosenberg made a motion to approve the meeting minutes from November 3, 2015.
 Ald. Pukaite seconded the motion.

A voice vote was called.

All voted aye. (7-0)

3. Welcome Rick Schneyder & Introduction of Board Members

Ms. Tollefson welcomed Rick Shneyder to EDB and each member of the board introduced themselves.

4. Town Center Business Development Loan Program Application for Ruby Tap

- Mr. Robert Helm, Vice President, First Bank Financial Centre

Ms. Tollefson stated that the role of the EDB is to take action and render an opinion and recommendation for the Finance and Personnel and the Common Council (CC) boards. She explained that the loan program with First Financial was established in 2013 through the EDB. The EDB's key role is to evaluate whether the business is the type of business that is the desired type of business for the Town Center (TC). There are specific criteria in the program to prioritize the type of business that is appropriate for the Loan program:

- Job creation
- Business expansion
- New business that provides and attracts large groups of people (gathering space and creating vitality).

First Financials role is to evaluate the loan application. The City does not have any financial commitment to the loan. The loan will be between the applicant and First Financial. One of the reasons to work this through the process is to promote the program. This is the first applicant to apply.

Mr. Helm stated that they have similar programs in other communities that have been successful. They set aside \$250,000 for the community with a \$25,000 maximum loan amount with a 1% interest rate amortized up to 10 years. He said this is first applicant but he has been talking to a few others that are interested in the program. He stated that they have seen that in other communities it just grows and grows as one applicant talks to another and the information gets out into the community that this program is available.

Mr. Carr stated that this program is a win-win for everyone involved and he feels that the first applicant is a fit for what the City is looking for.

Mr. Helm stated they underwrite the loan and they collect 3 years of tax returns, The applicants have an existing operation in Wauwatosa and this is their second site, so historical financials and two years of projections were also reviewed.

Ms. Tollefson stated that this business really hits the mark as a desired business in the TC. They appeal to a wide variety of customers, they have been busy since they opened and she feels they are a great synergy between Colectivo and ultimately Café Hollander.

Ald. Pukaite stated that the requested loan appears to be specifically for the purpose of improving the outside patio area.

Action:

Mr. Wirth made a motion to approve the item.

Ms. Rosenberg seconded the motion

A voice vote was called.

All voted aye. (7-0)

Mr. Helm encouraged the EDB to help promote the program to other businesses.

5. Revolving Loan Fund Application for Big Shot Sports

- Ms. Kathleen Cady-Schilling, Executive Director, Ozaukee Economic Development

Ms. Schilling stated that the Mequon Revolving Loan Fund (RLF) is funded by Federal Community Development Block Grant dollars. They are given by the state and the City of Mequon received the dollars for the loan in which dollars are lent out and then paid back. The returned fund stays in the program which the City can use to continue to revolve. Some of the recent loans are:

- Joey Gerard’s restaurant, (Baralotta) and Spectrum Investment Advisors.

All of the loans are current and they are all being paid back.

The current application is a smaller loan for the former Nichol Park Golf Range, which is a golf driving range. They are going to use the loan for land acquisition, capital equipment and working capital. The entire project is relatively small and the entire loan is for \$50,000. This is a new company so a review was done of proposed financials, personal financials of the applicant. A personal guarantee is always required. Due to not having much collateral in the land, a second mortgage on the applicant’s personal

home was required.

She stated that one challenge with this loan originally was that it requires 2.5 full-time equivalent job positions to be created. One of the concerns was whether these positions would be able to be created in a seasonal type of position. The business will be operated year round; they will be providing indoor golf instruction during the winter. They have contracted with First Tee and will be running programs for them throughout the winter as well. First Tee is the PGA's youth golf program. In addition, the applicant is hoping to establish some relationships with the local high school golf programs.

Mr. Carr asked if there will be improvements made to the facility.

Ms. Schilling answered that there will be improvements made to both the golf area and the interior. Long term the applicant would like to obtain a beer and wine license.

Mr. Wirth asked if the projected revenues for year one were similar to what was created there previously. He stated the issue is the location of the facility is not on the east side of town.

Ms. Schilling answered that there were not financials provided from the previous owner. The proposed program was reviewed by the bank and deemed acceptable.

Mr. Wirth stated that the second mortgage on his house is not meaningful because he has no equity in his house. The second mortgage on the range does not have much value either. He stated that it is a \$50,000 gamble that will not be paid back if the business fails.

Ms. Schilling stated that there has only been one default in the county.

Mr. Wirth stated that there was one default in Mequon as well many years ago.

Mr. Shneyder stated he has concerns that the applicant will not be on site. He is concerned that this business did not succeed before. He would also like to know who the staff is going to be. He feels that there is a lot of golf already in Mequon.

Mr. Wirth asked if all the applicant's liquid assets are going into this deal. He is concerned with the fact that the RFL is larger than his personal investment. The City has a bigger investment than the applicant. Otherwise he does meet the criteria for the loan. He feels that the fact that there was a viable business previously; there is a positive track record at this location.

Mr. Baka stated that First Tee is a program focused on underprivileged children. They believe in diversity. He feels that a contract creates a very different environment and they will be required to bring in a certain amount of kids to the facility.

Ms. Schilling stated that if the applicant does not create the required 2.5 staff; he would default on the loan.

Mr. Wirth inquired if the Minnesota property could be used as collateral.

Ms. Schilling stated that there is not a mortgage on the Minnesota property and that it is an option. She added that they typically try to take collateral located in Wisconsin, but it is something that could be done.

Mr. Baka stated that he would like to see the First Tee contract. He would like to see what revenue is being generated from the contract.

Action:

Mr. Wirth recommended approval to the CC with a condition that a mortgage on the St. Paul property versus the Milwaukee property be required and also requested submission of the First Tee contract.

Ald. Pukaite seconded the motion.

Mr. Holbrook stated that this property would be a good location for kids from Milwaukee.

Mr. Wirth stated that as long as the loan is secured and he does support the kids being bused in to play golf, he supports the loan. If asked if we hold the applicant for 1 month to wait for the First Tee contract or request that it be submitted to CC for review. He asked to have the information circulated to the EDB for review as well.

Ms. Schilling stated the City's loan program requires that the interest rate can be 0% but we typically execute at 1/2 of prime; it is 1.75%. She explained that each city was able to set the programs.

Mr. Wirth stated that the City is not keeping pace with inflation and the program funds cannot grow and should consider a change related to this program.

Ms. Schilling was asked for a breakdown on the loan amount. She stated that \$25,000 is for the acquisition of the land, \$10,000 is for working capital and the rest is for equipment; \$7,000 for building renovation and \$5,000 for working capital.

Mr. Shneyder asked about viewing the resumes of hired staff. He feels the hired GM is the basis of a successful business since the owner will not be on site.

Action:

A voice vote was called.

All voted aye. (7-0)

6. Staff Updates

- Ms. Tollefson stated that an unfinished item from the work program from 2014 is focus groups. She will bring ideas to the EDB to move forward with this item.
- Ms. Tollefson recently met with Partnership Bank. They are interested in establishing a program similar to First Financial and asked staff to consider a targeted geographic area or specific properties that the City would like to see developed. Staff will put together a list of priority sites or ideas. The representative from Partnership Bank; Joe Nelson, may come to one of the next EDB meetings to discuss the list with the board for feedback.

Ms. Tollefson stated that there are two TC TIF incentive initiate requests. She is working with Ehlers and the developers regarding the requests.

- Dermond Property multi-family development project on

Buntrock

- Multi-family project on Mequon Road which is part of the PUD by the Assisted Living Memory Care.

Items from the Planning Commission:

- Lakeside Oriole Lane Development – wooded property and wetlands issues. Proposing 9 single family condo homes.
- Oldenburg Farm – action to be taken by CC for a proposed 21 lot conservation subdivision on 221 acres. The surrounding neighborhood is strongly opposed because they do not feel that it fits the rural character. The other option is a 5-acre design which will not visually make a difference. The property meets all the criteria for a conservation subdivision. The developer is offering dedicated public land along Little Menomonee River to the City. This would help create a greater green space on the west side and the City could put in trails which would be great for the City.

Ald. Pukaite stated that the Oriole Lane project is a concern due to the drainage issues there.

Kohler Credit Union is seeking a rezoning from B-3 to B-2. They are having difficulty renting out space. Staff recommended they come forward for a text amendment but they are requesting rezoning approval.

Mr. Baka asked about the status of the Shaffer project.

Ms. Tollefson answered that a workshop session later in the month with the CC is scheduled where the contract to purchase will be ready for approval and a draft development agreement will be ready. Cindy Shaffer's team will have an opportunity to meet with the whole CC to review concept plan and consider some of the changes with that based on site conditions and the context of the surrounding neighborhood.

Ms. Tolleson asked the board if there were any ideas or objectives they want to address. She asked if they would like a status update on each of the TIFs.

The board responded yes.

Mr. Wirth stated that he feels that EDB should make recommendations to CC about what the City should be doing to promote economic development outreach. He feels that Mequon does a lot less than other communities.

Ald. Pukaite stated that City staff is very strapped in terms of the number of staff able to do work on these programs.

Mr. Wirth suggested that if the EDB makes a recommendation to the CC that this is needed in our City, maybe it will be a signal to them.

Mr. Baka stated that it was discussed previously to reach out to the local universities for their assistance. He stated that Concordia is very committed to providing assistance from a marketing standpoint.

Mr. Wirth stated that it needs to be determined what needs to be done. Then decide who does it. He said that peer communities have a staff person dedicated to selling the community and developing their website.

Ms. Pukaite stated that Mequon simply does not have the staff to do this. There is not staff time to do this at this point. She encouraged that someone outside of the City staff would need to assist in these efforts.

Mr. Carr stated that the EDB has ability in its members to help in these efforts. There is enthusiasm for it to be done.

Mr. Baka offered to reach out and make some inquiries to Concordia University for help. He said they could probably do the comparative analysis for us.

Ms. Tollefson stated that the Shaffer project is a major focus for her for the next 9 months or so. It is imperative that the development is a success.

7. Adjourn

The next meeting is scheduled for February 23, 2016.

Mr. Wirth made a motion to adjourn.
Ms. Rosenberg seconded the motion.

The meeting adjourned at 8:46 am.



11333 N. Cedarburg Rd 60W
Mequon, WI 53092-1930
Phone: 262/236-2941
Fax: 262/242-9819

ww.ci.mequon.wi.us

Office of the City Administrator

**FINANCE-PERSONNEL COMMITTEE
MEETING MINUTES
January 12, 2016**

Present: Mayor Abendroth, Aldermen Leszczynski, Mayr, Pukaite

Also Present: City Administrator Jones, Assistant City Administrator Thyges, Finance Director Watson, Assistant Finance Director Rudychev, Deputy City Clerk Fochs, City Attorney Sajdak, Executive Assistant Prosser, Press

Mayor Abendroth called the meeting to order at 6:45 PM.

Approve minutes from the December 8, 2015

Action: Motion to approve the December 8, 2015 meeting minutes (Mayr/Leszczynski).

Result: Motion passed by voice acclamation.

License applications

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

Result: Motion passed by voice acclamation.

Vouchers for payment

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

Result: Motion passed by voice acclamation.

ORDINANCE 2016-1465 – Amending Article XXXIV, Section 24.34(5) of the City of Mequon Personnel Code pertaining to Reimbursement of Meals

Assistant City Administrator Thyges stated 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. Mr. Thyges noted last October the UW System changed the reimbursement rates as well as how they are determined, which has made the provision within the City’s Personnel Manual obsolete. Mr. Thyges went on to say, the UW system now provides an online calculator for an individual to determine their potential per diem based on Federal reimbursement rates for particular destinations. Mr. Thyges noted the UW system policy no longer requires receipts. Mr. Thyges stated staff is taking the opportunity to review the provision and to present a simple and cost effective policy for employees to utilize when requesting meal reimbursements.

Action: Motion to approve ORDINANCE 2016-1465 – Amending Article XXXIV, Section 24.34(5) of the City of Mequon Personnel Code pertaining to Reimbursement of Meals (Pukaite/Mayr)

Result: Motion passed by voice acclamation. Ordinance 2016-1465 recommended to Common Council for approval.

Finance & Personnel Committee
Meeting Minutes: January 12, 2016
Minutes Approved: February 9, 2016

Attachment: 01-12-2016 F & P minutes (1520 : Finance-Personnel Committee meeting minutes of January 12, 2016)

RESOLUTION 3341 – A Resolution Disallowing the Claim of John R. Grau Relating to Driveway Replacement

Assistant Finance Director Rudychev stated as part of the widening of Donges Bay Road, John Grau was notified that his driveway would need to be cut as part of the reconstruction project. Ms. Rudychev went on to say, the City advised Mr. Grau of the City ordinance that governs the replacement of the driveways. Mr. Rudychev noted Mr. Grau was further advised to contact the City if he intended to replace the portion of his driveway removed for the project with concrete. Ms. Rudychev noted Mr. Grau was informed if the City did not hear from him; the City would replace the driveway with asphalt in conjunction with the road paving. Ms. Rudychev stated the City did not hear from Mr. Grau, therefore the City did replace the driveway with asphalt at the City's expense. Mr. Grau has submitted an invoice in the amount of \$2,500 to the City for the concrete driveway which was cut and replaced with asphalt.

Action: Motion to approve RESOLUTION 3341 – A Resolution Disallowing the Claim of John R. Grau Relating to Driveway Replacement (Pukaite/Leszczynski)

Result: Motion passed by voice acclamation. Resolution 3341 recommended to Common Council for approval.

RESOLUTION 3351 – Resolution Authorizing the Redemption of the City of Mequon \$16,965,000 General Obligation Refunding Bonds, Series 2005B

Action: Motion to approve RESOLUTION 3351 – Resolution Authorizing the Redemption of the City of Mequon \$16,965,000 General Obligation Refunding Bonds, Series 2005B (Pukaite/Leszczynski)

Result: Motion passed by voice acclamation. Resolution 3351 recommended to Common Council for approval.

RESOLUTION 3352 - Approving the Agreement between the City of Mequon and the Mequon Fire and EMS

Assistant City Administrator Thyges stated the City's negotiation team met with the Mequon Fire and EMS Association several times during December, 2015 for the purposes of negotiating a successor Fire and EMS Association agreement. Mr. Thyges noted the agreement was ratified by the Association on December 21, 2015. Mr. Thyges went on to review the agreement with the Finance & Personnel Committee.

Action: Motion to approve RESOLUTION 3352 - Approving the Agreement between the City of Mequon and the Mequon Fire and EMS (Pukaite/Leszczynski)

Result: Motion passed by voice acclamation. Resolution 3352 recommended to Common Council for approval.

Adjourn

Action: Motion to adjourn (Pukaite/Leszczynski)

Result: Motion passed by voice acclamation. Meeting adjourned at 7:21 PM.

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

Mequon Fire Department
Monthly Report
 January 2016



Calls for Service

Call Type	January 2016	YTD 2016	YTD 2015
EMS		153	97
Fire		39	45
Total		192	142

Response Times

Call Type	Average Response Time
First Responder	4:55
Ambulance	9:49
Fire	10:09

Fire Calls

Type/Cause	Number
Fire (structure, car or vegetation)	4
Rescue/EMS (water/ice rescue or search for lost person)	12
Hazardous Condition (no fire, chemical/electrical problem, gas leak)	1
Service Call (smoke removal, mutual aid standby)	1
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)	19
Severe Weather	0
Monthly Total	39

EMS Calls – By Dispatch Reason/Most Common

Type/Cause	Number
Fall Victim	27
Breathing Problem	10
Unconscious Person	5
Lift Assist	2
Stroke/CVA	6
Sick	15
Traffic Accident	25
Altered Mental Status	6
Chest Pain	6
Seizures	2

Monthly Training

Type	Average Attendance
Fire/EMS	37
Dive/Tech Rescue	8

Community Education

Activity	Number
Department Tours/Fire Prevention Presentations* (Tour groups, birthday parties, community events)	5
Fire Prevention Talk (Offsite - school, facility, business, etc.)	0

Administrative

Activity	Number
False Alarm Charges	9
Burn Permits Issued	62
Fire Inspections	26

Attachment: Fire Dept Report_ January 2016 (1535 : Fire Department Report for January 2016)



Mequon/Thiensville Bike Pedestrian Commission
Friday October 2, 2015 at 9:15 a.m.
Mequon City Hall, Administrative Conference Room

MINUTES

Current Member Listing –

City of Mequon:

Terence Mooney, Kristin Wade, Carol Leonard (**Chairperson**), Robert Lengh Ald. Strzelczyk

Village of Thiensville:

Daniel Waschow, John Treffert, John Liegeois

1. Call to Order, Roll Call

The meeting was called to order at 9:20 a.m. by Chairperson C. Leonard. Those present were T. Mooney, J. Liegeois, K. Wade, and D. Waschow. Absent were R. Lengh and J. Treffert. Guest John Pienkos 9:25 a.m. The City was represented by Ald. Strzelczyk, J. Keegan and recording secretary B. Vento.

2. Review Minutes of August 28th, 2015.

Discussion: C. Leonard asked if there were any comments on the minutes of August 28th. K. Wade moved to approve. D. Waschow seconded. A voice vote was called and the motion passed 5-0 with 2 absent.

RESIDENT CORRESPONDENCE / PERSONS WISHING TO BE HEARD

3. Resident Concerns

John Pienkos

Discussion: C. Leonard noted that Mr. Pienkos has now joined us and we will return to Item 3. Mr. Pienkos reminded everyone that at our last meet in June he was asked to do some research with Bayside and the Railroad. The July meeting was postponed until August, and Mr. Pienkos sent his findings to K. Lundeen who shared them with J. Keegan. There was a meeting on August 28th, which he was unable to attend and there was some discussion regarding that information and the item was tabled. He wasn't sure if that meant we weren't interested in talking about it anymore or what. C. Leonard stated that we were impressed by the amount of information that he was able to collect. To summarize the discussion, we certainly feel that putting a bike path there would be a great idea. We also realize that there are other options to make bicycling safer in that area. One of which is addressed by the I-43 corridor reconstruction. Although the bike path there does solve a problem for residents, it doesn't solve the safety issues for all bicyclists in that corridor and those individuals that don't use bike paths. There is significant number of them have issues with the Pt Washington Rd. While there are 2 paved lanes, there are no paved shoulders. At the time that we looked at it, and this is what we have chosen to recommend, is that at this time we do not recommend pursuing the off road bike path along the railroad track corridor. There is the I-43 construction option for both the lanes and an off road path next to it, so it does solve two problems. It's not the best solution, but it is a better solution than currently exists. We do have a list of significant other items that are on our prioritization list that we were looking at fulfilling. We try to do those things in the best way possible. Since we are an advisory committee you have the option of taking your request directly to Council. Ald. Strzelczyk injected that this would need to go to Public Works first because it's a roadway project and they would need to recommend to Council. The issue that we are facing is that the 2020 road project shows four-way bike lanes on both sides of the corridor going up and down the I-43 interchange. Now if you can make a legitimate argument to the DOT, now is the time to do it and you might get the DOT to Fund the project. J. Keegan said he would e-mail a copy of the current plans to J. Pienkos. C. Leonard

Attachment: 10-02-15- Bikeway minutes (1521 : Mequon/Thiensville Bike/Pedestrian Commission meeting minutes of October 2, 2015)

stated also that it would take several budget cycles to try and fund this project and would mostly start about the same time that the I-43 project would begin, so neither would be done quickly.

REGULAR BUSINESS

4. Priority Information List – C. Leonard

Discussion: J. Keegan stated that Item No. 1 County Line Rd on the Prioritization List was being paved Saturday October 3rd as part of a the City of Milwaukee project. It will be paved with 4 ft. lanes and completion expected in a couple of weeks. He also feels it should be removed from list. J. Liegeois asked if the 4 ft. lanes were ear marked for bikes. J. Keegan said they were not signed as bikes, but there would be a fog line, so there will be a white line along the edge that there will be a shoulder there. To be considered a bike lane, you have to follow the FDM Standard per WisDOT. We don't mark the shoulders everywhere and we have a lot of 4 ft. shoulders now. To add the bike symbols everywhere is a lot and we only have one guy that paints lines and this would add considerable to his work load. Unless they meet the standards for a bike lane which is a 5 ft. minimum we wouldn't be marking it. J. Liegeois said that it doesn't say bike lane and doesn't give the biker a comfortable feeling that it is one. C. Leonard stated that if it's paved for bikes then she feels she can't walk there, which means I need even more space to walk. J. Keegan said that you can walk there and knows of no ordinance that says you can't. Ald. Strzelczyk stated that it's more a sign to the motorists that you can't just cut over and use the shoulder as a turn lane. He asked if maybe volunteers could place and paint the signs. J. Keegan thought we have the stencil or could get it from the County. J. Keegan said he would check with the State to see what they recommend at a minimum.

Ald. Strzelczyk inquired about item No 8 on the priority list, Off Road Path–Rotary Park to Laurel Ln. Are we anywhere with that? James said that he would have to check, he hasn't heard any discussion on that. Ald. Strzelczyk asked the C. Leonard to put this as an action item on next month's agenda as proposed to parks. We need to start there. Ald. Strzelczyk stated that the OWLT recently purchased land at Spirit Lake near Laurel Ln. He had a discussion with OWLT regarding mountain biking, and D. Curran if they would have any interest in having mountain biking and they said they would be look into it. Laurel Lane was supposed to have on off road path just to the east of their road on their subdivision development agreement. It was never put in. With having Spirit Lake right there they are having hunting in the backyard along with a little stub of a road that goes right up against the woods. They are asking the city to vacate that road. While we have crews vacating that we may be able to work something getting that path coordinated.

J. Keegan stated that Item No. 2 4' lanes-from Lake Bluff Rd to Highland Rd is a good candidate for the 2016 road program and to move up to number one on this list. This is in very bad condition. J. Liegeois stated that if you have a bike sign there, people would be less likely to park on it. J. Keegan said he would check on the criteria for the bike symbol on the 4' path for the next meeting. J. Liegeois said if it's a matter of cost perhaps the scouts or someone else could do it.

C. Leonard made a motion to remove item 1 from the priority list as it will be completed this week. K. Wade seconded. A voice vote was called the motion carried 5-0 with 2 absent

5. Interconnecting Trails – J. Treffert

- a. Signage
- b. Trail marking

Discussion/Approval: Nothing further to report at this time.

6. Bike Path Ahead Signs

Discussion and Recommendation for approval of a request for Public Works Committee for funding for signs

Discussion/Approval: J. Keegan said these are the signs that would be located on the no outlet signs. The discussion and recommendation was made that this group needs to request recommendation for approval of a request to the Public Works Committee for funding for signage.

C. Leonard made the motion that we make the recommendation to approve the request for money from Public Works Committee.

J. Keegan said it might be good clarify to everyone that there is a list of 15 locations where the Wards have done there research and found that these signs would help. If you're going to a dead end road it will let you know that there is bikeway connection and you can continue on by bike or walk. We would place signs below the No Outlet Sign that would read "Bike Path Ahead" so you know you can go through. This group would be acting upon getting those signs created and installed. The wording was:

C. Leonard said the motion is to make a request to the Public Works Committee for funding for the signage for the 15 bike signs. K. Wade Second.

Ald. Strzelczyk stated that he had talked to D. Curran and the cost would be about \$2,000.

C. Leonard asked to amend the motion to include an installation date of November. A voice vote was called and the motion passed 5-0 with 2 absent.

7. Bike Racks – C. Leonard

Discussion/Approval: C. Leonard said that there was nothing further at this time

8. Education – K. Wade & J. Krueger

a. Share and Be Aware

Discussion/Approval: K. Wade said she had nothing further at this time.

9. OIT Improvement

a. Accident at Donges Bay & Interurban Trail

Discussion/Approval: C. Leonard stated that this was an item that we had discussed in the spring and was moved off the agenda per O. Frets and it was to be returned to the agenda for the October meeting. There is transformer just south of Donges Bay on the interurban trail. Mirrors have been placed on it to help people navigate the blind curve on the trail at this point. There was a very significant accident by two bicyclists at this point. Do we want to pursue making any changes in this area? J. Liegeois said that no one looks at those mirrors, their really small. You have to kind of go slow there. K. Wade said that trails are going to only grow more and be used. Ald. Strzelczyk said that maybe the corner could be feathered/rounded out. Can we encroach on the property to east? J. Liegeois asked if that was on Libby Montana's Property, their very bike friendly. He wondered if Libby Montana's would be willing to do something and to make it friendlier. J. Keegan stated that he was recently out there and the rail crossing is owned by Wisconsin Central and is in very poor shape. We have no jurisdiction over maintaining their physical crossing and at some point their going to have to get out there and fix it. Railroads don't co-ordinate, they may just come in the middle of the night and do what they need to.

K. Wade made motion to take a look at Donges Bay Rd and the Interurban Trail. C. Leonard seconded. J. Keegan said that he would find some time to look at it.

10. Off Road Bike Path on Donges Bay

Discussion: C. Leonard reminded everyone that this was a resident concern that came up about a year and a half ago maybe longer. Between Lemke Park and Granville Rd. the concern was for wider

shoulders and a bridge, small parking lot for the path and some easement concerns. We weren't sure if we wanted to pursue this. Do we want to put it on the prioritization list for now? K. Wade said that it was a resident request. There are great bike paths all over, but before you get to Lemke Park they end. Then you have to get on the road and cross a bridge that is not very wide. J. Keegan stated that section of road hasn't been paved very long. K. Wade said a resident came from Council Hills area attended an earlier meeting. There is nothing from Wasaukee Rd east to Lemke Park. T. Mooney pointed out that this is all ready on the Priority List as Item 15. C. Leonard stated seeing as this is already on the priority list as Item 15 and if there wasn't any further action we would move on.

11. Park Board & Bike Commission Joint Meeting – C. Leonard
a. Mountain Biking

Discussion: C. Leonard said that she will call Don Curran and talk about mountain biking. Not real sure where we would put it as some parks are somewhat deeded and restricted. Some of the best places you couldn't but it in by the way they are deeded they couldn't have it. The best park is just east of the High School. T. Mooney said that the county has a plan for one at Mee-kwon Park. C. Leonard said this is separate as Mee-kwon Park will not meet the needs of all the mountain bikers.

12. Other Business

- a. Disconnects – J. Treffert (A. LaFond)
- b. Wisconsin Bikeway Projects – Toole Design Group/WDNR – J. Keegan

Discussion:

- A. C. Leonard said that this is getting the OIT to connect to a spot just behind the Prime Minister in Thiensville. The easement has been acquired, but it's not moving along. J. Treffert will have more at our next meeting.
- B. J. Keegan said that was sent to Mayor Abendroth and asked to have it brought before the Committee. Toole Design Group is working on the Wisconsin Bikeway Projects and they have maps, and routes that they are advocating for various different types of routes two of which go through Mequon. Both are proposed US Bicycle Routes. If you have any input, you can get that to the Mayor so he can get back to them.

C. Leonard made a motion that we should respond back to the Mayor that we are supporting the proposed routes, but that we have some questions about the future signage. K. Wade Seconded. C. Leonard said she would write the letter.

Next meeting: February 5th, 2016.

13. Adjourn

- K. Wade motioned to Adjourn.
- T. Mooney seconded.
- A voice vote was called and the motion passed 5-0 2 absent

The meeting adjourned at 11:20 a.m.

Dated: October 6th, 2015 /s/ Carol Leonard, Chairperson

.....
Notice is hereby given that a majority of other governmental bodies may be in attendance at this meeting to gather information about a subject over which they have decision making responsibility, although they will not take any formal action relative 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 Engineering Office at 262-236-2934, Monday through Friday, 8:00 am – 4:30 pm.

CITY OF MEQUON
WISCONSIN

PARK BOARD MEETING
December 16, 2015
Mequon City Hall
11333 N. Cedarburg Rd.
6:30 PM

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

Members present: Bruce Barnes, Susan Chich, Mary Glenn Fuchs, John Leszczynski, Jim Lysaught, Tom Menzel, Fran Rechcygl, and Robert Walerstein

Members absent: None

Also present: Parks Director Curran and Staff Liaison Szymanski

1. **Approval of Park Board Minutes:**
Moved by Jim Lysaught and seconded by Robert Walerstein to approve the minutes of the September 23, 2015 meeting. The motion passed by voice acclamation.
2. **Visitor Participation/Recognition:**
None
3. **Spirit Lake Property:**
City staff has met with representatives of the Ozaukee Washington Land Trust (OWLT) to discuss their recent purchase of the Spirit Lake property. The 75 acre parcel is located on Bonniwell Road east of Green Bay Road. The site will remain a natural area along with continued agricultural use. Currently a small parking area and information kiosk is located at the entrance of the property, along with walking trails that lead to the lake. Discussion indicated a desire to develop a trail that would link the property to Rotary Park. A walking trail at Rotary Park currently extends to the northwest corner putting it in close proximity to the Spirit Lake property. OWLT will work with Mequon to connect the trails between the properties.
4. **Update of 2015 Park Activities:**
Director Curran provided an update of each park listing projects and activities in 2015.
5. **Chairperson's Report:**
None
6. **Director's Report:**
Winter Wonderland was held December 6, and was well attended.
7. **Adjourn:**
A motion by Mary Glenn Fuchs and seconded by Fran Rechcygl to adjourn at 7:15 pm passed by voice acclamation.

Future meeting date.....January 20, 2016

Respectfully submitted,

CITY OF MEQUON PARK BOARD

Attachment: Parks Dept minutes_12-16-2015 (1522 : Park Board meeting minutes of December 16, 2015)

**CITY OF MEQUON WISCONSIN
PLANNING COMMISSION MINUTES
January 11, 2016**

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

Action:

Ald. Strzelczyk moved to approve the December 7, 2015 minutes.
Commissioner Mason seconded the motion to approve the minutes.
A voice vote was called. All voted aye, 8-0.

Consent
Public Hearing

2. Fresh Healthy Eatery & Juice Bar

Address: 11319 N. Port Washington Road Tax Key: #15-019-16-025.00 District: #5 Zoning: B-2

Request: 1. Conditional Use Grant

Briefing: The applicant is seeking conditional use grant approval to operate a restaurant, including a juice bar, at the property located at 11319 N. Port Washington Road (Citgo Gas Station).

Action:

Commissioner Fuchs made a motion to go into public hearing.
Ald. Strzelczyk seconded the motion.
A voice vote was called. All voted aye, 8-0.

Action:

Ald. Strzelczyk made a motion to close the public hearing.
Commissioner Parrish seconded the motion.
A voice vote was called. All voted aye, 8-0.

#3 was moved off of the consent agenda.

Consent
Regular Business

4. 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. Open Space Plan
 2. Street Tree Plan

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

Commissioner Parrish asked about item #2 having a bathroom in close proximity to the food prep area. He also asked about the facade be required there.

Asst. Dir. Zader stated that the health department and inspections department will be reviewing and approving this so that they would catch any issues. He stated that several years ago mechanicals were put in place and they were never screened.

Commissioner Fuchs asked if there would be tables for a sit down type restaurant and if there is adequate parking.

Asst. Dir. Zader stated that there are two small tables shown. Due to the small operation of the business there is not a concern regarding the parking available.

5. Highlander Estates, LLC

Address: lands immediately south of Brighton Ridge and Knightsbridge subdivision between Swan and Wauwatosa Roads.

Tax Key: #14-028-07-001.00 & #14-028-03-005.00 & #14-028-04-007.00 District: #4 Zoning:R-3/CGO/R-4

- Request:**
1. Development Agreement – Phase II (Addition #1)
 2. Fill Permit in excess of 1,000 cubic yards

Briefing: The applicant is seeking development agreement and fill permit, for 17,000 cubic yards, approval to allow for Phase II (Addition #1) consisting of 30 lots of the 111 lot single family subdivision located immediately south of Brighton Ridge and Knightsbridge subdivision between Swan and Wauwatosa Roads.

Action:

Commissioner Bessler made a motion to approve the consent items #2, #4 & #5.

Ald. Strzelczyk seconded the motion.

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

3. Ryan Companies

Address: Northeast corner of Port Washington Road and Venture Court District: #2 Zoning: B-2

Tax Keys: #15-053-04-01-000 & #15-020-10-017.00

Attachment: Planning Commission minutes_01-11-16 (1532 : Planning Commission meeting minutes of January 11, 2016)

Request: 1. Fill Permit in excess of 1,000 cubic yards

Briefing: The applicant is seeking a fill permit, for 8,000 cubic yards, approval for the construction of a three-story, 86,000 square foot medical office building located at the northeast corner of Port Washington Road and Venture Court

Engineering Manager, James Keegan, stated the applicant is requesting approval for 8,800 cubic yards of fill for the property. The engineering department has reviewed the application and does recommend approval. There are several recommendations in the staff report which are all agreeable to the applicant except #7 which prohibits hauling on Venture Court. Staff feels that this is important because Venture Court is not built to the structural standards that Port Washington Road is built. The additional truck traffic causes concerns for the road. The neighbor that shares the road has expressed concern about the construction traffic as well. The applicant is contesting this issue.

The applicant, Mr. Ryan Marks, representing Ryan Companies, stated that if the trucks are forced to exit onto Port Washington Road they have to head north. They will need to get back to the freeway, so they will need to make a U-turn on Port Washington Road or drive through residential neighborhoods. He does not think this is a desirable idea for the City. Venture Court is a signaled intersection and that provides consistency and safety for the trucks leaving the site.

Mayor Abendroth stated that Venture Court was previously used for fuel trucks to turn around and that it should be strong enough to handle the dump trucks.

Mr. Keegan stated that it was indeed reconstructed. If it is permitted for the trucks to use Venture Court, the City would require a road bond for any damage caused. An analysis of the condition of the road would be done before it is used.

Commissioner Bessler asked why so much fill is requested. He stated that sometimes fill is used to divert water onto adjacent properties by building the property higher than other properties.

Mr. Keegan stated that regarding the drainage issue, there has been a storm water management plan that accounts for the drainage that has been approved by the City, it has not yet been approved by MSSD. He stated that the City feels that the neighbors will not be adversely affected by the drainage. The fill brought to the site is for the base aggregate, the parking lot, sanitary and sewer trenches; it is an engineer fill which is a stone material, it is not just a dirt fill.

Ald. Strzelczyk stated that the neighbor has voiced concern about the drainage onto his property during this process and he asked the applicant to take a little extra care during the construction and fill process to avoid any spill over to the properties to the east or north. He stated that the road to the property to the north does get a little soggy, so he recommended that when putting in the silk fences that the applicant ensures that the water can also get off that property.

Mr. Marks stated that they have had several conversations with the Mikkelsons (neighbor to the north) and they have designed some features that they think will help quite a bit. He said they have signed some access agreements together and they have a very good working relationship.

Ald. Strzelczyk asked the applicant that if the request is slightly amended to allow the trucks to enter from Port Washington Road and exit from Venture Court, if that would be agreeable to them.

Mr. Marks confirmed that would be acceptable to them.

Action:

Ald. Strzelczyk made a motion to allow construction fill traffic to exit only on Venture Court and use the clearly marked entrance on Port Washington Road to enter the site. He added a friendly amendment to include a road bond requested by staff.

Commissioner Bessler accepted the amendment and seconded the motion.

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

Public Hearing

Attachment: Planning Commission minutes_01-11-16 (1532 : Planning Commission meeting minutes of January 11, 2016)

6. Oldenburg Farm

Address: 11446 N. Farmdale Road Tax Key: #14-020-01-004.00 District: #3 Zoning:R-1/OA,C-1/FW/OA

Request: 1. Conditional Use Grant

Briefing: The applicant is seeking conditional use grant approval to allow for a commercial horse stable at the property located at 11446 N. Farmdale Road.

The applicant showed a video of the property. The applicant, John Graham talked about the structure of the barn. They are very proud of the appearance of the project and he stated it is a state of the art building. The stable has 19 stalls with a large indoor riding arena and two outdoor areas.

Asst. Dir. Zader stated that the conditional use grant is for a commercial horse stable. It has been a private horse facility for a number of years. The facility currently includes a 24,000 sq. ft. stable and arena, a storage building, an outdoor practice area and some paddocks. The proposed use will include boarding, training and riding events throughout the year. The proposed hours of operation are from 8:00 am to 9:00 pm during the week and 8:00 am – 6:00 pm on the weekends. In accordance with the zoning code the applicant would be allowed up to 19 horses on the 20 acre piece. The removal of waste is always an issue and the applicant agreed that the removal of waste will be collected on a weekly basis. There is an existing dumpster area located adjacent to the storage building that is well screened from public view. The closest residential property is 520 feet to the south. The rest of the land is being proposed as a conservation subdivision. There was a concern from a neighbor regarding the traffic on Farmdale Road. There are about 900 daily trips which is fairly low for that type of road. In comparison, both Freistadt and Highland Roads have double the traffic. The city engineering department is not concerned about the additional traffic created by the proposed use. In addition to the boarders there will be small clinics and events with up to 30 spectators at these events. There is adjacent parking on both sides of the building that should be enough to accommodate the spectators that come to the events. Staff is supportive of the project. A number of conditions have been added that are typical of outdoor facilities;

- Maximum of 19 horses
- Limits on the spectators
- No more than 5 trailers on site at one time

Action:

Commissioner Parrish made a motion to close the public hearing. Commissioner Becky Schaefer seconded the motion.

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

Action:

Commissioner Fuchs made a motion to close the public hearing. Ald. Strzelczyk seconded the motion.

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

Commissioner Becky Schaefer asked the applicants to introduce themselves.

John Graham introduced himself as the developer of the project and Karen McClay, along with her daughter Kristen (not present), will be the owner/operator of the training facility.

Commissioner Becky Schaefer clarified that the two Oldenburg Farm agenda items (#6 and #7) are separate. She stated that it is a gorgeous property and that she has loved this property before she even lived in Mequon. She strongly encourages the continued rural character and rural use. She is supportive and will vote to approve this item.

Ald. Strzelczyk stated that the packet information stated that the applicant had indicated the desire to have 20 horses with the intention to grow this business. Based on the zoning and acreage, there is a maximum of 19 horses allowed.

Mrs. McClay stated that they had initially hoped to grow but based on the land analysis they are accepting of the limit of 19 horses.

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Ald. Strzelczyk stated that he likes the fact that the waste is being removed weekly given the fact that the wetlands are so close. He appreciates that being done. He commented that it is a beautiful property and he is pleased that it will be used for rural purposes.

Commissioner Mason asked Asst. Dir. Zader if there have been any issues from other approved horse stables in the community regarding the number of participants, the number of trailers or the odor in the past 6 to 9 months.

Asst. Dir. Zader stated there have been a few complaints, as somewhat anticipated, from the O’Connell Lane horse barn regarding traffic in and out. Staff is unable to verify any violation to their conditional use grant. No other complaints.

Action:

Commissioner Fuchs made a motion to approve the item

Ald. Strzelczyk seconded the motion.

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

Regular Business

7. Oldenburg Farm

Address: 11446 N. Farmdale Road	District: #3	Zoning: R-1/OA, C-1/FW/OA
Tax Key: #14-020-01-004.00	#14-020-04-002.00	#14-020-12-000.00 #14-021-07-004.00
#14-021-07-002.00	#14-021-07-001.00	#14-021-07-003.00

- Request:**
1. Rezoning Recommendation
 2. Concept Plan

Briefing: The applicant is seeking rezoning recommendation and concept plan approval to allow for a 20 lot conservation subdivision located at 11446 N. Farmdale Road. The development includes two separate sections of land. There is a 185 acre section of land on the east side of Farmdale Road and a 37 acre piece of land on the northwest corner of Mequon Road.

Asst. Dir. Zader stated that the applicant is requesting approval for rezoning and concept plan for a 20 lot conservation subdivision on 221 acres of land. The conservation plan proposes approximately 71.7 % of open space and lots ranging from 1.25 to 3 acres in size. There are two separate portions of land. The 20 acres of land for the horse stable has been removed from the overall land area and is not being counted. The yield plan shows the 5-acre residential lot size based on currently zoning requirements. The overall density remains the same. The parcel to the east shows a significant wetland and wooded area (the little Menomonee River runs through here). It is a very wet area in the spring and summer.

Although this area is in the floodplain, it was not shown on the 2007 FEMA maps due to modeling errors at the time they were adopted. Wetland delineation needs to be done; this will have to be in the spring once the snow and frost are gone. The preliminary plat will not be approved until the wetland delineation is done.

The typical open space percentage for a conservation subdivision is 60% and the applicant is exceeding the number by showing 71% open space. They have discussed with staff the idea of dedicating open land to the city. There is land owned by MMSD in the southeast corner of the property. The Little Menomonee Park which the city owns is on the north section of the property. The city would like to have a walking trail that would connect these two areas.

The plan includes many characteristics of the conservation subdivision design: open space along the perimeter, pedestrian trails and pockets of open space.

There are a few minor recommendations from staff:

1. Shift Lots 9 - 12 a little bit further south to allow for a larger buffer on the north property line.
2. Add a trail connection between Lots 12 and 13 that connects to the public road.

Engineering also has some recommendations regarding the cul du sac on the north end. Eventually this may tie into Freistadt Road, staff is requiring a road reservation and dedicated right of way to the property line. Staff wants the right of way cut line to reach all the way to the property line to the north, so if there is further development to the west, it could access the same road way. The applicant did not have any objections to these two requests from staff.

The lots on the conservation piece average about 1.33 acres in size. The lots along Mequon Road and Farmdale Road are

Attachment: Planning Commission minutes_01-11-16 (1532 : Planning Commission meeting minutes of January 11, 2016)

roughly 2.75 acres in size. They are shifted a little to the north to maintain a buffer from Mequon Road. The City Forester indicated there are specimen trees on the property but they are mostly located in the wetlands and should not be impacted by any of the development on either of the two pieces.

Staff recommends approval according to the conditions in the report.

The applicant, John Graham introduced Dennis Bush as a consultant to him on this project. Mr. Graham stated that the entire project was designed around the guidelines established by Mequon zoning. They have been very careful to minimize the impacts and they intend to take advantage of the topography. He stated that all the housing will be well-above the floodplain levels. They have tried to also minimize visual impacts. There will be trails that run through the development to accommodate the residents. They have talked about dedicating approximately 45-65 acres of land that will be used to connect the park to the north and the MMSD property to the south.

Mr. Bush stated that he has worked on many of the conservation neighborhoods in Mequon and he has a good sense of the areas that have had the less amount of impact on the surrounding properties.

Jean Richmond – 11540 N. Farmdale Road – is opposed. She is worried about the small lots and dogs barking in the neighborhood.

Dale Schoessow – 11702 N. Farmdale Road – is opposed. He met with Dennis Bush, but he feels that they did not come to any understanding. He wrote a letter to the PC and has many points listed in it. He feels that any pedestrian paths will be in swampland. He is mostly opposed to the 5 acre minimums and that the lots are shifted to the west. He thinks the houses to the south will be flooded. He says the south end is often under water and houses proposed on the north end will be flooded as well.

Joe Di Frances – 11540 N. Farmdale Road – is opposed. He would like the native plants restored and the natural insect life and songbirds to be there. He feels that green space is a hostile environment and that it wipes out the wildlife there. He would like more information about exactly what the open space will consist of.

Mr. Bush stated that they are going to try to maintain the current uses there (some farming, horse riding, horse stables). Some of them might become more of a field affect. He said that nothing too significant will changed and 200 acres will be unencumbered.

Asst. Dir. Zader stated that a stewardship plan is required for the open space areas. The applicant will provide how the open spaces will be used and how they will be maintained and this will get passed along to the homeowners association once it is established.

Irene Meyer – 11234 N. Farmdale Road – is opposed. She is concerned about where the water is going to come from and where the sewer system will go to. She is worried that released water from the homes will add to the wet areas already there. She stated that her property does not perk.

Mr. Graham stated that there will be individual wells and septic systems. They have not yet done perk tests.

Kurt Schoessow – 10016 W. Freistadt Road – is opposed. He wonders why the out lots that can be used for horses are not being used with the stable to allow for more horses. He thinks the homes are adding to the wetlands. He does not feel that the pedestrian paths and horses are going to mix.

Mayor Abendroth confirmed that this project must go through the same requirements for run off as all projects in the city. He confirmed that the run off cannot increase from the current undeveloped state.

James Keegan, Deputy Director of Engineering, stated that a requirement is that the storm water management plan be reviewed and approved by both the city and MMSD. The report has not yet been received by staff.

Deanna Lee – 1211 N. Briarhill Road – is opposed. She prefers that there not be property division. If there is division she prefers the 5 acre minimum be imposed.

Rudy & Bodil Lange – 11246 N. Farmdale Road – are opposed. They did not wish to speak.

Hermie Stern – 10505 W. Freistadt Road – is opposed. He did not wish to speak.

Gina Suckow – 11702 N. Farmdale Road – is opposed. She did not wish to speak.

Pam Helmig - 11219 N. Farmdale Road – is opposed. She did not wish to speak.

Gerhard Schoessow – 11915 N. Farmdale Road – is opposed because he feels the housing will ruin the rural feel and this area is some of the last remaining rural property in Mequon and he would like to see it preserved as it is. He wants to see the land used for horses and growing grass. He does not feel another subdivision is needed on Farmdale Road.

Tom Zabjeck – 11845 Sand Hill Circle – is in favor of this project. He feels it meets all the criteria of a conservative subdivision and Mequon needs more buildable lots. He stated that this project will bring \$15M to the tax base and a new sewer system to that area. He does have empathy for the neighbors but feels that this is a worthwhile project.

Patty Ayer – 9913 W. Heather Drive – is opposed and does not want to see building on this property. She really likes the open green space and wishes it would remain this way.

Mayor Abendroth stated that PC will make a recommendation tonight and then this will go to the Common Council for a public hearing in February and a second reading of the ordinance and a decision will be made by the Common Council in February.

He stated that the owner of this property has the right to develop 5 acre lots. He emphasizes with the neighbors. He has seen this happen over the last 30 years in Mequon. Undeveloped land gets developed and neighbors are usually not happy about it. The owner has the right to do this as long as they meet the rules and regulations. The PC is not able to say no to someone to build a 5 acre lot subdivision. The city has encouraged conservation subdivisions for the past 58 years. This is not a new concept; almost all the subdivisions built have some element of conservation design. Conservation subdivisions have some benefits to the whole neighborhood.

Commissioner Parrish asked about the different zoning on the property (R-1, OA overlay).

Asst. Dir. Zader stated that that the R-1 and OA occurs on any property over 10 acres in size. R-1 gives the ability to do the 5 acre lots and the OA allows farming as well. The floodway zoning limits development in that area. The lots shown on the concept plan are required as part of the yield plan to be out of the floodway. The rest of the parcel can be in the floodway. The conservation design is meant for properties like this where lots abut natural features. The concept plan does try to keep the lots outside the environmental area as much as possible.

Commissioner Fuchs asked about the expected price of the homes on these lots. His feeling is that these lots are desirable. What is being proposed is in the zoning and the city ordinance. He thinks this is an attractive project with reasonable size lots and homes. He would like to see more of this type of home and less of the smaller lots and smaller homes.

Mr. Bush answered that the minimum square footage at 2,400.

Commissioner Jim Schaefer stated that given the fact the land owner has the right to build and to divide the property into 5 acre lots, he much prefers the conservation subdivision design. He feels that it will preserve the rural character and he prefers the green space that is going to be left natural.

Commissioner Mason asked for more explanation about the blue and red lines on the floodplain diagram. He asked if every lot needed to do a perk test or just a few in the general area. He asked about the water table situation for the wells. He also asked about why the rezoning is necessary.

Asst. Dir. Zader stated that the blue line is the 100 year floodplain line which is zone AE. The red line is a floodway line. Both lines are modeled lines that are part of the study that is underway. The floodway line shows the typical path that the water will flow and the 100 year line will continue to carry water but it won't necessarily be flowing in that area. That line is totally based on elevation. The floodway is an area that you cannot do anything in; nothing to impede the flow of water. The 100 year floodplain can be developed in as long as the flood elevation level is not raised by 1/100 of a foot. These areas can be filled in and developed on, as long as the requirements of the DNR and FEMA are met.

Asst. Dir. Zader answered that there are multiple perk tests per lot. Every lot is required to have a self-sufficient perk test.

Attachment: Planning Commission minutes_01-11-16 (1532 : Planning Commission meeting minutes of January 11, 2016)

There have been a few situations for an out lot of the subdivision to be used, although this is very rare. He answered that the DNR handles all the wells, the city is not involved.

Regarding the requirement for rezoning, the conservation subdivision process is required to be a PUD. This was established as a policy by the CC many years ago.

Commissioner Parrish asked about the connector road. He would like to see more of a landscape buffer along Mequon Road. He likes that this will prevent commercial use from creeping to this location. He would like to see conservation natural landscaping. He would have liked to have had the wetland delineation report already done.

Asst. Dir. Zader explained there at the north end of the subdivision there is a cul du sac. There would be a stub on the north end which would then be available for connection if that property to the north is developed in the future. It would then connect to Freistadt Road and enable a secondary road connection to the property. For public safety reasons, the city prefers two exits.

Ald. Strzelczyk asked about the density of the development. Many residents have expressed concerns about the number of lots. He stated that he prefers the conservation subdivision design plan and the surrounding residents have a stronger buffer. There is much more green space and the rural character is maintained. Regarding the drainage issues, he encourages the applicant to do anything that can be done to mitigate the impact to the neighbors. He would like the applicant to be responsive to the neighbors concerns.

Asst. Dir. Zader answered that at 185 acres and 20 lots proposed; it is about 8 – 9 acres per unit. There are a lot of floodway and wetlands that cannot be developed on, but this far exceeds 1 lot per 5 acres.

Commissioner Becky Schaefer asked about the level of homes expected. She is strongly opposed to this project. She wants to maintain the rural character of this area. She wishes it would not be developed. She said there are many lots in Mequon available. She would like to table this until the wetland delineation report is reviewed. She would like to be able to vote against this project; although that is not an option

Mr. Bush stated that with the 2,400 sq. ft. minimum, it is a great platform for larger homes.

Asst. Dir. Zader stated that the approval for the concept plan and rezone encourages the applicant to go forward and spend money to continue in the process. He has spoken to many neighbors with similar concerns about the wetland report. They will need to have some more issues ironed out before preliminary plat is approved. This is a concept plan only. It protects future approvals. The floodplain line may change but it won't change very much. The wetland set back is about 50-75 feet. It is all within the wooded area, there is nothing outside the wooded area. He stated that over the years the conservation subdivisions have been well received in the market.

Commissioner Bessler asked if the string of houses is between two wetlands.

Asst. Dir. Zader stated there are not wetlands to the west; none that are shown at this time. There is a low spot that drains but there are no known wetlands there.

Ald. Strzelczyk stated that the PC would like confirmation that the drainage from the west to the east is not being encumbered by the development of the subdivision. He wants to ensure that the neighbors to the west are not negatively impacted.

Asst. Dir. Zader stated that all issues regarding drainage will be addressed when the reports are done and when engineering reviews the plans.

Mayor Abendroth stated that rural character means something different to everyone and it is subjective. Rural area in the city means 5 acre density; which is the policy that has been set. 5 acre is what the professional engineers stated that urban infrastructure is not needed; no sewer or water connections are needed; can accommodate with septic systems and wells. Politically, at the time, this is the solution that preserved the lowest density.

Commissioner Mason asked if the applicant understands and agrees with all the staff conditions.

Action:

Commissioner Mason made a motion to approve the item per staff recommendations.
Commissioner Fuchs seconded the motion.

A roll vote was called. All voted aye, 7-1 (No: Becky Schaefer)

8. Announcements

Development Inquiry

2016 Planning Commission Meeting Schedule

Next Meeting is Monday, February 8, 2016

10. Adjourn

The meeting adjourned at 8:45 pm

Ald. Strzelczyk moved to adjourn.

Commissioner Mason seconded the motion.

All voted aye. Vote passed 8-0



**Public Safety Committee
December 14, 2015
MINUTES**

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

Absent: Alderman Hawkins

Others Present: Steve Fivenson, resident

The meeting was called to order at 5:30 p.m.

1. Approve meeting minutes of October 29, and November 10, 2015

Moved by Alderman Leszczynski, seconded by Alderman Pukaite to approve the meeting minutes of October 29 and November 10, 2015. The motion passed by voice acclamation.

2. Freistadt Road Speed Review Request

Mr. Steve Fivenson explained he had come to share both his and his neighbor Russ Cedarholm's concerns regarding the speed limit on W. Freistadt Road. Both he and Mr. Cedarholm reside on Freistadt Road.

Mr. Fivenson read a statement prepared by Mr. Cedarholm summarizing concerns regarding the speed with the increased traffic, recorded by Mr. Cedarholm at 55-60mph, but at an average 42-48mph; as well as a history of previous speed modifications attempts made. The following suggestions were also a part of the statement: purchase/put up 2 radar speed display signs the likes of which Thiensville uses (Tapco Company, \$3,600 per unit), lower the speed limit to 30mph, have the Mequon PD run radar on a regular basis. Mr. Fivenson favored lowering the speed limit.

The committee chairman went over a traffic study of Freistadt Road which revealed the average speed is 38mph on this 35mph road, with three deer related crashes in the last three years.

Supporting staff's recommendation of no change, the committee took no action on this item.

3. Highland Road Speed Review Request

Chief Graff shared resident Timothy Salsbury's concern regarding speed on Highland Road between Cedarburg Road and Wauwatosa Road. A traffic study revealed the average speed at 45.7mph on this 45mph road, with 3 crashes in the last three years.

Supporting staff's recommendation of no change, the committee took no action on this item.

Attachment: Public safety minutes_12-14-15 (1523 : Public Safety Committee meeting minutes of December 14, 2015)

4. Resolution 3345: Approving Purchase of Fire Department Self Contained Breathing Apparatus

Chief Bialk summarized his request for 25 self-contained breathing apparatus, 50 air bottles and 60 individual face pieces including supply history, steps taken to keep the units in service as long as possible and funds availability within capital budgets.

Moved by Alderman Leszczynski, seconded by Alderman Pukaite to approve the \$154,423 purchase proposal. The motion passed by voice acclamation.

5. Discussion: How deer/car statistics are calculated

Chairman Pukaite explained that Alderman Hawkins' observation regarding the deer/car statistics reviewed resulting in the decision to not extend the deer culling program, raised a question from him about whether views would change given some people may not be reporting their car/deer encounters.

Chief Graff stated that people are reporting such encounters, usually at a ratio of 2:1 nonreportable to reportable each year. The State threshold for a reportable level accident is \$1000 damage.

6. Adjourn

Moved by Alderman Leszczynski, seconded by Alderman Pukaite to adjourn at 6:14 pm. The motion passed by voice acclamation.

Respectfully Submitted,
Diane Kowalchuk
Executive Assistant



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

www.ci.mequon.wi.us

Office of the City Administrator

**PUBLIC WELFARE COMMITTEE
MEETING MINUTES
December 8, 2015**

PRESENT: Aldermen Gierl, Mayr, Strzelczyk

ALSO PRESENT: Mayor Abendroth (5:52 PM), City Administrator Jones, Assistant City Administrator Thyes, Community Development Director Tollefson, City Attorney Sajdak, Executive Assistant Prosser

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

Approval of November 10, 2015 meeting minutes

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

Result: Motion passed by voice acclamation.

ORDINANCE 2015-1462 – Ordinance Amending § 30.94 and 30.96 of the Mequon Municipal Code as it Relates to the Regulation and Issuance of Fireworks Permits

Assistant City Administrator Thyes stated at the Committee’s last meeting, amendments were made to the private fireworks display Ordinance 2015-1462 and noted the amended ordinance is before the Committee for review and recommendation for approval. Mr. Thyes reviewed the amendments to the proposed ordinance with the Committee.

A motion was made by Alderman Strzelczyk to discuss the item before the Committee, seconded by Alderman Gierl.

Alderman Mayr expressed concern for the 10:30 PM ending time and suggested 11:00 PM to give enough time to complete the fireworks display.

Action: Motion to amend the end time of a fireworks display to end no later than 11:00 PM except for New Year’s Eve. (Mayr/Gierl)

Result: Motion passed by voice acclamation.

Action: Motion to amend fireworks display to four non-holidays with a maximum of six annually.
(Strzelczyk/Gierl)

Result: Motion failed.

Action: Motion to amend fireworks display to a maximum of six allowed per year. (Strzelczyk/Gierl)

Result: Motion passed by voice acclamation.

Action: Motion to approve ORDINANCE 2015-1462 – Ordinance Amending § 30.94 and 30.96 of the Mequon Municipal Code as it Relates to the Regulation and Issuance of Fireworks Permits as amended.
(Strzelczyk/Gierl)

Result: Motion passed by voice acclamation. (2/1) Ordinance 2015-1462 recommended to Common Council for approval.

Public Welfare Committee
Meeting Minutes: December 8, 2015
Minutes Approved: February 9, 2016

Attachment: 12-08-2015_Public Welfare minutes (1524 : Public Welfare Committee meeting minutes of December 8, 2015)

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

Community Development Director Tollefson stated at the last Public Welfare Committee meeting the members of the Committee reached a consensus on policy items related to Ordinance 2015-1452. Ms. Tollefson went on to say, the amended ordinance is before the Committee for review and approval. Ms. Tollefson noted there is a bill currently pending at the state level regarding the use of single-family dwellings for short term and long term rentals.

Alderman Gierl stated he received a letter from Adam Gerol regarding his view on regulating the use of single-family dwellings for short term and long term rentals. Alderman Gierl noted Mr. Gerol had intended that the letter would be read before the Common Council, however, the ordinance is not on the December, 2015 agenda for approval by the Council. Alderman Gierl read the letter from Adam Gerol to the Public Welfare Committee.

Alderman Gierl read letters received from residents objecting to the regulation of single-family dwellings for short term and long term rentals. Alderman Gierl stated he does not support the ordinance.

Action: Motion to approve ORDINANCE 2015-1452 – An ordinance amending Chapter 58, Zoning Code, as it relates to definitions and the use of single-family dwellings in the residential zoning districts for short term and long term rentals. (Strzelczyk/Mayr)

Result: Motion passed by voice acclamation. (2/1) Ordinance 2015-1452 recommended to Common Council for approval.

Adjourn

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

Result: Motion passed by voice acclamation. Meeting adjourned at 5:55 PM.

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

CITY OF MEQUON
WISCONSIN

COMMITTEE ON PUBLIC WORKS
MINUTES
January 12, 2016

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

Staff present was Director of Public Works/City Engineer Lundeen, Engineering Services Manager Keegan and Administrative Secretary Kress. City Attorney Sajdak arrived at 7:05 p.m.

Also present was Jon Wallenkamp from Kueny Architects and three representatives from We Energies.

- 2. The minutes of the December 8, 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 reminded the Committee that the local drainage budget has been established for appeals petitioned by property owners. She explained that the owner of 10720 N. Fairway Circle had notified the Engineering Department of a drainage issue in December of 2013 before this process was in place, and Staff had initially recommended the installation of a catch basin and a 170' drain tile at an estimated cost of \$3,500. After reevaluating the drainage issue, Staff has determined that regrading the perpetually flooded, low portion of land by adding topsoil could be a simpler, less expensive solution, at an estimated cost of \$1,000. Ald. Nerbun noted that the low area is primarily in the public right-of-way.

Following discussion, it was moved by Ald. Hawkins, seconded by Ald. Nerbun, and unanimously approved by the Committee on Public Works to authorize up to \$3,500 to remediate the issue, with a preference for the \$1,000 solution if possible.

- 4. Director of Public Works/City Engineer Lundeen informed the Committee that, following direction from the Public Works Committee and Common Council to minimize interference with the Mequon Nature Preserve, We Energies has proposed an alternate route for a major facility upgrade of its gas main infrastructure. The new location will require easements along the property lines on Donges Bay Road. We Energies is negotiating with property owners to acquire the necessary easements, and Staff recommends that the easements along City-owned property lines be granted for the gas main relocation.

Following discussion, it was moved by Ald. Hawkins, seconded by Ald. Nerbun, and unanimously approved by the Committee on Public Works to recommend approval of Resolution 3344, Granting of Easement to We Energies – Donges Bay Road, to the Common Council for approval.

- 5. Director of Public Works/City Engineer Lundeen updated the Committee regarding the Combined DPW Facility. She noted that bids for the project were higher than anticipated, and she explained the factors that contributed to the increased costs. After reviewing the bid alternates, it was determined that the elimination of a warm storage building and automatic wash bay equipment will save \$1 million in project costs, but the borrowing for all associated project and financing costs is approximately \$9.1 million, or \$400,000 more than the previously authorized cost. This issue will be discussed in more detail at the Committee of the Whole meeting.
- 6. Staff and the Committee discussed future topics and scheduling, including the upcoming bids for the Combined DPW Facility in February or March and the DPW Equipment Replacement program in February.
- 7. The next meeting is tentatively scheduled for February 9, 2016 at 6:30 or 7:00 p.m.
- 8. There being no further business to conduct, the meeting was unanimously adjourned at 7:26 p.m.

Attachment: 01-12-16_Public Works minutes (1525 : Public Works Committee meeting minutes of January 12, 2016)

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

The meeting was called to order on December 16, 2015, at 7:00 p.m. Present were Chairperson Pam Adams and Members Clair Krause, Carol Bangs and Kerry Mattingly. Also present were Mequon City Forester Ken Baker and Matt Cudney from Veridian Homes.

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

1. Approval of the October 28, 2015 Tree Board minutes

Action:

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

2. Street Tree Plan for Enclave at Mequon Preserve

Discussion:

Carol Bangs met with the landscape architect that was hired by Veridian Homes for the street tree plan. There was a discussion regarding the ordinance dictating that one tree be planted for every 30' of lineal roadway and how this works with the driveways. The Tree Board also discussed the street tree list and how it needs to be reworked.

Action:

Member Bangs motioned to approve the street tree plan with the ability to move trees to a more natural planting because of the driveways. Member Mattingly seconded, and the motion passed by a 4-0 vote.

3. Arbor Day Discussion: April 24, 2016

Discussion:

City Forester Baker informed the Committee that Assistant City Administrator Jesse Thyges has okayed the Logemann Center as the event location on April 24, 2016. Chairperson Adams stated that she received an e-mail from Kristin Gies, Mequon Nature Preserve Manager, requesting that the Arbor Day Festival be moved to the Mequon Nature Preserve (MNP), and the MNP could work with the City to partner the event. The Tree Board discussed whether they want to expand the event and whether the event should be moved to the MNP. The Tree Board and the City have been working together on the event for over 20 years, and the Tree Board would like to have the final say as to where the location of the event will be. They would also like to discuss this further with the MNP and possibly transition to a new location.

It was also brought up that City Forester Baker will check into the Council's statement and the mission statement of the Tree Board.

4. City of Mequon Policy Manual for Tree Protection and Preservation

Discussion:

The Board would like to go through the whole manual and make changes to the ordinance and policy.

5. Emerald Ash Borer – Street Tree Replacement Program

Discussion:

Forester Baker stated to the Board that the city will be replacing 300 trees associated with the Ash tree removal. Some of the trees will be planted on properties where trees were removed and some trees will be planted in other areas of the city. One area that Baker recommended was along Lake Shore Drive south of Highland Road. This was well-received by the Board.

6. New Business

Discussion:

Member Mattingly suggested that when developers are preparing their street tree plan, they have an advisory meeting with the Tree Board to determine what type of plants will work with the land. The other members thought this was a good idea.

7. Adjourn

Chairperson Adams motioned to approve the meeting at 8:30 p.m., Member Bangs seconded the motion, and it passed by a 4-0 vote. The meeting was adjourned at 8:30 p.m.

Respectfully submitted,

MEQUON TREE BOARD

City of Mequon - Zoning Enforcement Report Date: 3/1/2016

ALD. DIST.	PARCEL #	ADDRESS	OWNER	VIOLATION	OTC MAILED	COMPLIANCE DATE	COMMENTS (See Key Below)
7	150800108000	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	150310800200	10335 N GRASSLYN RD	THOMAS OR JULIS NAWROT	PARKING TRAILERS	1/2/2015	1/16/2015	1
7	150600614000	1801 W CLOVER LANE	JANET TUROWSKI	PARKING TRAILERS	1/2/2015	1/16/2015	1
7	150650102000	1915 W ZEDLER LANE	GENTILI 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
6		1650 W MEQUON RD	MUSHIES	BANNER	1/6/2015	1/8/2015	1
4	140280100300	11028 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	1438 W LIBEAU ROAD	MICHAEL GROH	PARKING	1/15/2015	1/28/2015	1
4	140281300300	10861 N WAUWATOSA ROAD	JANICE BESLER	PARKING	1/15/2015	1/22/2015	1
7	150600108000	10248 N GREENVIEW DR	STEVEN OR JANET PETERSON	PARKING	1/19/2015	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	1/19/2015	1/23/2015	1
3	140161200500	8320 W FREISTADT RD	MICHELLE HINTZ	OUTSIDE STORAGE	1/16/2016	1/23/2015	1
3	150600108000	8025 W FREISTADT RD	JOSEPH CLAUSING	OUTSIDE STORAGE	1/16/2015	1/23/2015	1
3	150800108000	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	1/28/2015	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	1/29/2015	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		10810 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	2/8/2015	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	10861 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: 3/1/2016

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	2/28/2015	3/1/2015	4,1
2	140560628000	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	3/8/2015	3/13/2015	5,5,5,5,1
2	140740107000	5428 W HILLCREST DR	STEVEN MANOR	2 TRAILERS	3/8/2015	3/13/2015	1
8		10530 N PORT WASHINGTON RD	FIDDLEHEADS	BANNER	3/8/2015	3/8/2015	5,1
5	150050400600	14050 N BIRCHWOOD LANE	HENRY ROSLER OR YVETTE NOSSIG	BLUFF	3/12/2015	4/10/2015	4
6		2909 W MEQUON ROAD	KIDS RULE ACADEMY	BANNER	3/12/2015	3/15/2015	1
2		11300 N ST. JAMES LANE	LUMEN CHRISTI	BANNER	3/12/2015	3/15/2015	1
8	150540110000	701 W MEQUON ROAD	CAROL NEILS	PARKING	3/12/2015	3/16/2015	1
4	140271000700	10710 N WAUWATOSA ROAD	ARNOLD OR ELDA NEUHAUS	OUTSIDE MAINTENCE	4/8/2015	9/1/2015	4
4	140271000700	10710 N WAUWATOSA ROAD	ARNOLD OR ELDA NEUHAUS	PARKING	4/8/2015	4/13/2015	5,5,5,1
5	150171500100	12144 N LAKE SHORE DRIVE	ROBERT OR JEANNE CRAWFORD	RAZE	3/17/2015	7/1/2015	1
4	140271101400	7520 W DONGES BAY ROAD	LAURA	SIGN LANDSCAPING	3/18/2015	9/17/2015	1
1	140020200100	4901 W PIONEER ROAD	ISAAC OR ALICIA FIGUEROA	OUTSIDE STORAGE	4/3/2015	4/17/2015	1
8	140850401000	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		13480 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		6616 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	150980401000	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	5,5,5,5,5,1
3	140211500400	8120 W MEQUON ROAD	MICHAEL OR MELISSA HECTOR	FENCE PERMIT	4/9/2015	4/17/2015	5,5,5,5,5,5
5	151001013000	12502 N CIRCLE DRIVE	LANCE HAMPEL OR ELISA MANETTI	PARKING	4/10/2015	4/14/2015	5,5,1
7	150500317000	1327 W EL RANCHO DRIVE	JOSE OR MAYRA SERNA	PARKING	4/10/2015	4/14/2015	1
6	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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4 EXTENSION GRANTED

5 GOING TO COURT

6 ON HOLD

City of Mequon - Zoning Enforcement Report Date: 3/1/2016

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 SHED	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	140840107000	6612 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	1509800509000	1707 W LIBEAU ROAD	JOSEPH OR DAWN ALIOTA	PARKING	5/4/2015	5/8/2015	1
5	1509800509000	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	140250101800	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	6/16/2015	4,5,5,5,5
2	140730068000	5321 W PARKVIEW DRIVE	JAMES C BROWN	PARKING	5/8/2015	5/11/2015	1
2	140730068000	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	140800015000	12119 W SHAWNEE PASS	STEVEN SLICKER	PARKING	5/20/2015	5/25/2015	1
3	140800028000	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	140860501000	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

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ALD. DIST.	PARCEL #	ADDRESS	OWNER	VIOLATION	OTC MAILED	COMPLIANCE DATE	COMMENTS (See Key Below)
8		10888 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	140771619000	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	151001018000	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	151001216000	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	LJ JESS 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 BOBBY J SCHROEDER	PARKING	5/29/2015	6/2/2015	4,1
3	140870809000	11710 N RIDGEWAY AVENUE	BOB TANKING	PARKING	5/29/2015	6/2/2015	4,1
6	160301200100	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	160550102000	1915 W ZEDLER LANE	GENTILLI TRUST	PARKING	6/3/2015	6/7/2015	1
7	150800210000	10225 N GREENVIEW DRIVE	BRADLEY BONNEAU WILLET	GRASS	6/3/2015	6/8/2015	1
7	160550104000	1829 W ZEDLER LANE	DAVID OR REGINA SPAHN	HOOP HOUSE	6/3/2015	6/17/2015	4,5,1
7	150800316000	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	140881416000	11206 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	150170600900	12245 N LAKE SHORE DRIVE	WAEDEKIN FAMILY TRUST	PARKING	6/10/2015	6/17/2015	1,5
5	150170600900	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
5	160170200900	12820 N LAKE SHORE DRIVE	NANCY KEATING / FOLEY AND LARDNER	GRASS	6/10/2015	6/15/2015	1
7	150500311000	1817 W EL RANCHERO DRIVE	MICHAEL AND REBECCA BETZ	PARKING	6/10/2015	6/24/2015	4,1
3	140881601000	11395 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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A.L.D. DIST.	PARCEL #	ADDRESS	OWNER	VIOLATION	OTC MAILED	COMPLIANCE DATE	COMMENTS (See Key Below)
3	140681807000	11427 N MEADOWBROOK DRIVE	PATRICIA MARCOUILLER	PARKING	6/10/2015	6/15/2015	1
8		11030 N PORT WASHINGTON ROAD	LEGENDS OF THE FIELD	SIGNS	6/10/2015	6/13/2015	5,5,1
5		11357 N PORT WASHINGTON ROAD	U S CELLULAR	SIGNS	6/10/2015	6/13/2015	5,1
5	150191601500	11249 N PORT WASHINGTON ROAD	BANK MUTUAL	SIGNS	6/10/2015	6/13/2015	5,1
5	150191302000	11357 N PORT WASHINGTON ROAD	KOHLER CREDIT UNION	BANNER	6/10/2015	6/13/2015	1
7	151070110000	DONGES BAY RD AND LA CRESTA DR	OSCAR OR MARY FORTSON	GRASS	6/18/2015	6/25/2015	5,4,1
7	151070112000	2 PROPERTIES ON DONGES BAY RD	EDWARD JOHNSON	GRASS	6/18/2015	6/25/2015	5,4,1
5		1404 W MEQUON ROAD	HAPPY FEET	BANNER	6/18/2015	6/21/2015	5,5,1
5		1300 W MEQUON ROAD	PANERA BREAD	SIGNS	6/18/2015	6/21/2015	1
5	151001009001	12503 N CENTER DRIVE	RONALD OR LEONA JORDAN	PARKING	6/18/2015	7/2/2015	4,1
4	140590007000	12211 W TOMAHAWK TRAIL	DANIEL OR PAULA CARLO	GRASS	6/18/2015	6/25/2015	1
4		10250 N CEDARBURG ROAD	POGA BAR	SIGNS	6/18/2015	6/18/2015	5,5,5,1
4	140661003000	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	6/28/2015	1
4	140330500100	8329 W DONGES BAY ROAD	WILLIAM SCHINNER	PARKING	6/23/2015	6/27/2015	5,5,5,1
4	140341100800	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	150800206000	10319 N GREENVIEW DRIVE	LYNN MASTEY	GRASS	6/25/2015	6/30/2015	4,1
4	140970816000	11744 N VEGA AVENUE	DOUGLAS HARDY OR JANYCE COLLINS	GRASS	6/26/2015	6/30/2015	1
5	150170200800	12820 N LAKE SHORE DRIVE	SHEKHAR SANE	GRASS	6/26/2015	6/30/2015	1
6	140830518000	10821 N HEDGEWOOD LANE	KEVIN S HO	STORAGE	7/2/2015	7/7/2015	1
6	150860000092	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	7/9/2015	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	150841210000	416 E MAPLE LANE	TAYLOR SMITH	STORAGE	7/16/2015	9/29/2015	4,5
8	150841207000	480 E MAPLE LANE	THOMAS MILLER	STORAGE	7/15/2015	9/29/2015	4,1
4	140280102600	7625 W MEQUON ROAD	78TH 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	7/28/2015	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	140580615000	11633 N AUSTIN AVENUE	YURIY MISYUK	GRASS	7/29/2015	8/5/2015	1
8		10616 N PORT WASHINGTON ROAD	NORTH 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	140600905004	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 RAEL DRIVE	MATTHEW HOFMANN	GRASS	8/26/2015	8/31/2015	1
5	151000428000	12501 ISLAND DRIVE	ALICE MENZEL	PARKING	9/23/2015	9/30/2015	1
5	151000213001	12505 ISLAND DRIVE	BLAINE THOMPSON	PARKING	8/26/2015	8/31/2015	5,5,4
5	151670001000	1214 W VENTURE COURT	VENTURE PROPERTIES	PARKING	8/25/2015	8/31/2015	4,6,1
5		11402 N PORT WASHINGTON ROAD	MED TRANSPORT	PARKING	8/26/2015	8/31/2015	5,5,5,5
5	151670002000	1222 W VENTURE COURT	VENTURE PROPERTIES	MAINTENANCE	8/26/2015	9/8/2015	4,6,1
5	151200017000	11633 N LAKE SHORE DRIVE	BARBARA PFAFF	VEHICLES	8/5/2015	8/19/2015	5,5,1
5	151200017000	11633 N LAKE SHORE DRIVE	BARBARA PFAFF	STORAGE	8/5/2015	8/19/2015	5,5,1,5,5,5,5,5,5
2		11215 N CEDARBURG ROAD	ELEMENTS MASSAGE	BANNER	9/2/2015	9/5/2015	5,5,5,5
2		11215 N CEDARBURG ROAD	ELEMENTS MASSAGE	A FRAME	9/2/2015	9/5/2015	1
2		6016 W MEQUON ROAD	SUPERCUTS HAIR SALON	PUSH IN SIGN	9/2/2015	9/5/2015	1
7		10315 N PORT WASHINGTON ROAD	SIGNATURE 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	140880205000	11413 N SOLAR AVENUE	DUANE OR JULIE WAGNER	PARKING	9/8/2015	9/13/2015	1

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ALD. DIST.	PARCEL #	ADDRESS	OWNER	VIOLATION	OTC MAILED	COMPLIANCE DATE	COMMENTS (See Key Below)
7	150310101100	10355 N PORT WASHINGTON ROAD	CLARK STATION / KHLID AHMED	SIGNS	9/9/2015	9/13/2015	1
7	150320600200	10352 N PORT WASHINGTON ROAD	SOBELMAN'S PUB N GRILL	BANNER	9/9/2015	9/13/2015	1
8		10984 N PORT WASHINGTON ROAD	MARSHALLS	SIGN	9/9/2015	9/13/2015	1
6		6028 W MEQUON ROAD STE. 100	IN BALANCE YOGA	SIGN	9/9/2015	9/13/2015	1
4	141330018000	8011 W KENSINGTON DRIVE	RICHARD BERNSTEIN	GARBAGE CONTAINERS	9/9/2015	9/13/2015	1
5		13800 N PORT WASHINGTON ROAD	UNITARIAN CHURCH NORTH	BANNERS	9/9/2015	9/13/2015	1
5		11649 N PORT WASHINGTON ROAD	DR RICHARD LEWIS	SIGN	9/9/2015	9/13/2015	1
4	141030304000	9815 W SHANNON COURT	DAWN SEDERHOLM	STORAGE	9/11/2015	9/16/2015	1,5,1
6		10512 N CEDARBURG ROAD	GLADYS MAE LUCHT	RAZE			4,5,5,5,5,4
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	150800614000	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	140040800100	14202 N DAVIS ROAD	KASTEN FAMILY TRUST	PARKING	9/18/2015	9/25/2015	1
5	160201001700	PORT 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	140810101001	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	8977 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	160200701400	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	140600807000	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	13480 N PORT WASHINGTON ROAD	CHRIST CHURCH	BANNER	10/12/2015	10/15/2015	1
6	140250101600	2909 W MEQUON ROAD	CHRISTIAN LIFE CENTER	BANNER	10/12/2015	10/15/2015	1
4	140500612000	5616 W DONGES BAY ROAD	LIBBY MONTANA	BANNER	10/12/2015	10/15/2015	1

1 COMPLIANCE ACHIEVED

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: 3/1/2016

ALD. DIST.	PARCEL #	ADDRESS	OWNER	VIOLATION	OTC MAILED	COMPLIANCE DATE	COMMENTS (See Key Below)
2		6016 W MEQUON ROAD	SUPER CUTS	BANNER	10/12/2015	10/15/2015	5,1
6	150301601000	10401 N PORT WASHINGTON ROAD	CRAVE BAR AND FOOD	FLAG	10/12/2015	10/15/2015	1
7		10315 N PORT WASHINGTON ROAD	SIGNATURE AUTO DETAILING	BANNER	10/21/2015	10/25/2015	5,1
2		TOWN HALL CENTER	SIEGEL GALLAGHER MGMT.	BANNER	10/21/2015	10/25/2015	1
8		10918 N PORT WASHINGTON ROAD	ELITE NUTRITION	A FRAME	10/21/2015	10/25/2015	1
6		6027 W MEQUON ROAD	SHERWIN WILLIAMS	FLAG	10/21/2015	10/25/2015	1
8		10954 N PORT WASHINGTON ROAD	SEARS APPLIANCE	SIGNS	10/21/2015	10/25/2015	1
6		8121 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	140500718002	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 MULLENBURG	PARKING	10/21/2015	10/25/2015	1
2	140240700500	11712 N RIVER ROAD	BRADLEY O IRVINE	PARKING	11/6/2015	11/13/2015	1
2	140580101000	11743 N RIVER ROAD	RODRICK PARKER	PARKING	11/6/2015	11/13/2015	1
2	140580101000	11743 N RIVER ROAD	RODRICK PARKER	STORAGE	11/6/2015	11/20/2015	4,5,4
5	150630401000	11402 N PORT WASHINGTON ROAD	PORTWASH LLC	PARKING	11/9/2015	11/18/2015	1
3	140300900700	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
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	5,1
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
6		11525 N PORT WASHINGTON ROAD	JIMMY JOHNS	BANNER	12/1/2015	12/4/2015	1
7	150600317000	1327 W EL RANCHO DRIVE	JOSE OR MAYRA SERNA	PARKING	12/7/2015	12/14/2015	4,5,1
7	150600317000	1327 W EL RANCHO DRIVE	JOSE OR MAYRA SERNA	OUTSIDE STORAGE	12/7/2015	12/14/2015	4,1
5	150191500300	1836 W MEQUON ROAD	REGINALD FLETCHER	OUTSIDE STORAGE	12/7/2015	12/14/2015	1

1 COMPLIANCE ACHIEVED 2 COMPLIANCE DATE NOT MET 3 WAITING ON REPLY 4 EXTENSION GRANTED 5 GOING TO COURT 6 ON HOLD

City of Mequon - Zoning Enforcement Report Date: 3/1/2016

ALD. DIST.	PARCEL #	ADDRESS	OWNER	VIOLATION	OTC MAILED	COMPLIANCE DATE	COMMENTS (See Key Below)
5	150191500300	1836 W MEQUON ROAD	REGINALD FLETCHER	OUTSIDE MAINTENANCE	12/7/2015	5/1/2016	
2		6048 W MEQUON ROAD	FORWARD DENTAL	VIOLATION OCC. PERMIT	12/9/2015	12/9/2015	5,5,5.1
7	150680304000	1728 W EL RANCHO DRIVE	EDWARD SEMRAD	OUTSIDE STORAGE	12/11/2015	12/18/2015	1
4		8200 W DONGES BAY ROAD	FUSION SOCCER	SIGN	12/11/2015	12/18/2015	4
3	140300200000	11401 W MEQUON ROAD	LOIS HILGENDORF	GENERAL MAINTENANCE	12/11/2015	1/1/2016	4
6	150301601000	10401 N PORT WASHINGTON ROAD	CHALET MOTEL	BANNER	12/15/2015	12/18/2015	1
6	150301601000	10401 N PORT WASHINGTON ROAD	CHALET MOTEL	SIGN	12/15/2015	12/18/2015	1
1	141550010000	13760 N BONNIWELL COURT	GALINA SHEPSHELEVICH	OUTSIDE STORAGE	12/15/2015	12/22/2015	1
6	140850307000	10737 N SUNNYDALE LANE	NEBOJSA OR MARIJA SEBASTIJANOVIC	HOOP HOUSE	12/16/2015	12/23/2015	5,4
8		11010 N PORT WASHINGTON ROAD	REDD FASHION CENTER	BANNER	12/16/2015	12/16/2015	5,1
5		11649 N PORT WASHINGTON ROAD	DRAGONFLY MEDITATION	BANNER	12/2/2015	12/23/2015	5.
2016	2016	2016	2016	2016	1/1/2016	1/1/2016	2016
2	150911001000	2517 W CHESTNUT ROAD	TAOFIKI OR KERRY ALABI	OUTSIDE STORAGE	1/5/2016	1/12/2016	1
2	150911001000	2517 W CHESTNUT ROAD	TAOFIKI OR KERRY ALABI	PARKING	1/5/2016	1/9/2016	1
8		10804 N PORT WASHINGTON ROAD	TOBIN JEWELERS	BANNER	1/5/2016	1/8/2016	1
2		6028 W MEQUON ROAD	HEALTH IN BALANCE	BANNER	1/5/2016	1/8/2016	1
2		8008 W MEQUON ROAD	ORANGE THEORY FITNESS	BANNER	1/5/2016	1/8/2016	1
5		1412 E MEQUON ROAD	SPICE AND TEA EXCHANGE	BANNER	1/5/2016	1/8/2016	1
6		1402 W MEQUON ROAD	KUMON	BANNER	1/5/2016	1/8/2016	1
1		13615 N CEDARBURG ROAD	JONATHON CLARK HOUSE	BANNER	1/5/2016	1/8/2016	1
6		11120 N CEDARBURG ROAD	JOEY GERARD'S RESTAURANT	DELIVERY	1/7/2016	1/10/2016	1
2	140580101000	11743 N RIVER ROAD	RODRICK PARKER	PARKING	1/27/2016	2/1/2016	4
2	140500204001	TOWN CENTER CONSTRUCTION	BLAINE THOMPSON	SIGNS	1/29/2016	2/3/2016	1
2		ELEMENTS MASSAGE	AMITA MIRANI	WINDOW SCREENING	1/29/2016	2/4/2016	4,1
2		ELEMENTS MASSAGE	AMITA MIRANI	WINDOW AGREEMENT	1/29/2016	2/15/2016	1
2	140580101000	11743 N RIVER ROAD	RODRICK PARKER	PARKING	1/29/2016	2/2/2016	4
2		11235 N CEDARBURG ROAD	LINDSEY	WINDOW COVERINGS	1.29/16	2/4/2016	1
7		1220 W RANCHITO LANE	FAMILY TAE KWON DO	MOVING NEON SIGN	1/29/2016	2/4/2016	5.
5		1340 W MEQUON ROAD	A C ZUCKERMAN	BANNER	2/3/2016	2/7/2016	1
6		11051 TOWN SQUARE ROAD	MEQUON MYOTHERAPY CLINIC	SIGN	2/3/2016	2/7/2016	1
6		1515 W MEQUON ROAD	MEQUON LLC	BANNER	2/3/2016	2/7/2016	1
6		1550 W MEQUON RD	WOODEN GOOSE CAFE	BANNER	2/3/2016	2/7/2016	1
3	140071100400	12020 W HIGHLAND ROAD	LINDA BRISLEY OR JEAN MOLL	HOOP HOUSE	2/16/2016	3/1/2016	4
2		RIVER ROAD NORTH OF MEQUON RD	ADVANCED DISPOSAL - DAVID WALL	PICK UP TIMES	2.18/16	2/25/2016	1
5	150060300400	14013 N PORT WASHINGTON ROAD	ARTHUR H WISTH	PARKING	2/24/2016	3/9/2016	
7		1220 W RANCHITO LANE	FAMILY TAE KWON DO	BANNER	2/24/2016	2/24/2016	5.

1 COMPLIANCE ACHIEVED

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4 EXTENSION GRANTED

5 GOING TO COURT

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

www.ci.mequon.wi.us

Office of Public Works Committee

TO: Common Council
FROM: James Keegan, Deputy Director of Engineering
DATE: March 8, 2016
SUBJECT: Lumen Christi Church Engineering Services Request and Memorandum of Understanding

Background

The Lumen Christi Church has commenced a project to improve the safety and accessibility of their parcel from STH 181 (Mequon Road). Their driveway is located on the north side of the intersection of Mequon Road and Range Line Road, which is a signalized intersection. The existing driveway includes a typical driveway apron, but without a widened shoulder along the westbound lanes of Mequon Road, it can be difficult for drivers to enter the church. The project generally includes replacing the driveway apron with a typical roadway type entrance that includes curb and gutter returns, a westbound deceleration lane, and a widened driveway width. As a result of these improvements, the signal masts on the north side of Mequon Road will need to be relocated to accommodate the new configuration.

Analysis

The Wisconsin Department of Transportation (WisDOT) typically completes the design for all signals on the Wisconsin State Trunk Highway System. As a result of the design proposal, WisDOT has required that an Engineering Services Request (ESR) be entered into with the City of Mequon to ensure that all of their engineering, inspection, and construction costs are reimbursed. WisDOT will not enter into an agreement with the property owner directly, and requires that the agreement be with the City. The City has subsequently drafted a Memorandum of Understanding (MOU) that would coincide with the ESR to require that Lumen Christi Church reimburse the City for all costs associated with the ESR. Both agreements have been reviewed and approved by the City Attorney, Brian Sajdak.

Fiscal Impact

Entering into the ESR and MOU will not result in any costs to the City. WisDOT will invoice the City for all costs associated with the signal redesign, and the City will then invoice Lumen Christi Church for reimbursement.

Recommendation

It is staff's recommendation that the Public Works Committee favorably endorse and the

Common Council approve Resolution No. 3366 which authorizes staff to enter into an ESR with WisDOT and an MOU with Lumen Christi Church. Ultimately, this partnership will result in no costs to the City and will enhance the safety and accessibility of this parcel from Mequon Road.

Attachments:

MOU - Mequon Road Signals (PDF)
ESR - Mequon Road Signals (PDF)
ESA ESTIMATE (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3366

Lumen Christi Church Engineering Services Request and Memorandum of Understanding

WHEREAS, the Lumen Christi Church has commenced a project to reconfigure their driveway access to Mequon Road that will require a traffic signal relocation; and

WHEREAS, the Wisconsin Department of Transportation (WisDOT) has jurisdiction over STH 167 (Mequon Road) and the signal at the intersection of Mequon Road and Range Line Road; and

WHEREAS, the Wisconsin Department of Transportation has required that the City enter into an Engineering Services Request (ESR) that requires that the City reimburse the State for all costs associated with the signal reconfiguration; and

WHEREAS, the City has required that the Lumen Christi Church enter into a Memorandum of Understanding that requires that the Lumen Christi Church reimburse the City for all costs associated with the signal reconfiguration; and

WHEREAS, the Public Works Committee has reviewed the attached "Memorandum of Understanding Mequon Road & Range Line Road City of Mequon and Lumen Christi Church" and recommended its approval as amended in the attached document; and

WHEREAS, the Public Works Committee has reviewed the attached "Engineering Services Request" and recommended its approval as amended in the attached document;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Mequon that it agrees with the Public Works Committee recommendations to enter into the Engineering Services Request and Memorandum of Understanding as stated above and that the proper City officials are hereby authorized to execute the ESR and MOU.

Approved by: Dan Abendroth, Mayor

Date Approved: March 8, 2016

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 8, 2016.

William H. Jones, Jr., City Clerk

Published: _____

**MEMORANDUM OF UNDERSTANDING
MEQUON ROAD & RANGE LINE ROAD INTERSECTION SIGNAL IMPROVEMENTS
CITY OF MEQUON & LUMEN CHRISTI CONGREGATION**

WHEREAS, this Memorandum of Understanding (MOU) is entered into by and between the City of Mequon (City) and the Lumen Christi Congregation (Lumen Christi) and this MOU sets forth roles, responsibilities and financial obligations for each listed party for the signal improvements associated with the STH 167 (Mequon Road) & Range Line Road Intersection improvements. The intersection is part of the state trunk highway system and is under the jurisdiction of the Wisconsin Department of Transportation (WisDOT); and

WHEREAS, Lumen Christi has commenced a project to modify their driveway connection to Mequon Road to improve safety conditions for motorists accessing their site; and

WHEREAS, the driveway accesses Mequon Road at the signalized intersection of Mequon Road and Range Line Road, an intersection that is under the jurisdiction of WisDOT; and

WHEREAS, WisDOT requires that an Engineering Services Request be in place with the City that allocates the costs associated with the design and review of the proposed signal modifications to the City; and

WHEREAS, without the Lumen Christi project, the City would not be charged for these costs; and

WHEREAS, Lumen Christi has agreed to reimburse the City for all expenses associated with the Engineering Services Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City and Lumen Christi have agreed to expense reimbursement for these costs as outlined in the following agreement.

Project Description

The project includes the construction of intersection improvements at the Mequon Road & Range Line Road intersection to improve intersection safety, specifically for those entering the Lumen Christi site. This agreement specifically pertains to the signal upgrades associated with the project.

Financial Obligations

WisDOT has estimated that the costs associated with the signal upgrades will cost approximately \$6,200. These expenses will be billed to the City of Mequon. Lumen Christi will reimburse the City for all costs associated with these expenses.

Terms and Conditions:

1. The City will invoice Lumen Christi upon receipt of any invoice received from WisDOT.
2. Lumen Christi will reimburse the City for all costs associated with the subject intersection improvement project within 30 days of receiving invoice from the City.
3. Lumen Christi, by entering into this MOU, understands and agrees that its total liability hereunder may exceed WisDOT's estimated costs.

This MOU is subject to the terms and conditions included herein and is executed by the undersigned under proper authority to execute such an agreement for the City of Mequon and upon acceptance by the City shall constitute agreement between the City and Lumen Christi Church.

Signed for and on behalf of the City of Mequon:

Signature Title Date

Name

Signed for and on behalf of the Lumen Christi Congregation:

Signature Title Date

Name

Attachment: MOU - Mequon Road Signals (RESOLUTION 3366 : Lumen Christi Church ESR & MOU)

ENGINEERING SERVICES REQUEST

Wisconsin Department of Transportation

DT2195 2005 (Replaces ED419)

Project ID 0663-22-61 (Lumen Christi Catholic School)	Date 2/10/2016
Highway STH 167	Connecting Street <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Limits Range Line Rd	
City/County Mequon/Ozaukee	Cost Estimate \$6200.00*
Local Municipality / Company Name City of Mequon	
Billing Address 11333 N. Cedarburg Rd Mequon, WI 53092	
Contact Person James Keegan	

Check all types of services required.

We request engineering services from the Wisconsin Department of Transportation as follows:

- | | |
|---|---|
| <input type="checkbox"/> Aerial Photography | <input type="checkbox"/> Process Documents and Plans |
| <input type="checkbox"/> Appraisal and Acquisition Assistance | <input type="checkbox"/> Railroad Negotiations |
| <input checked="" type="checkbox"/> Electrical Field Inspection | <input type="checkbox"/> Relocation |
| <input type="checkbox"/> Environmental Reports | <input type="checkbox"/> Soils Report |
| <input type="checkbox"/> Pavement Design | <input type="checkbox"/> Survey |
| <input type="checkbox"/> Preliminary and Final Plans | <input type="checkbox"/> Traffic Projections |
| <input type="checkbox"/> Preliminary and Final Structure Plans | <input checked="" type="checkbox"/> Traffic Signal Design |
| <input type="checkbox"/> Prepare P.S. & E. | <input type="checkbox"/> Traffic Signal Equipment - State Furnished Materials |

Others - Describe

The estimated costs are for work performed by WisDOT staff and related to the traffic signal design revision at WIS 167 & Range Line Rd and traffic signal inspection during and after construction.

The costs may be reimbursed to the city of Mequon by the developer.

*The estimate is subject to change based on the actual goods and services provided by WisDOT.

All necessary costs, or, that part of such costs, which are not eligible for Federal or other funding, accumulated for such services, will be paid by the county / city / village upon presentation of an invoice by the Wisconsin Department of Transportation. The cost estimate is specified above.

Signed on behalf of City of Mequon

X _____	X _____
X _____	X _____
X _____	X _____

For Wisconsin Department of Transportation Use Only

- Approved
 Not Approved

X _____
 (Region Authorization) (Date)

Attachment: ESR - Mequon Road Signals (RESOLUTION 3366 : Lumen Christi Church ESR & MOU)

ENGINEERING SERVICES AGREEMENT ESTIMATE

EQUIPMENT

DESCRIPTION	UNIT	UNIT COST	QUANTITY	TOTAL
Monotube pole, Type 9	EA	\$ 2,077.00		\$ -
Monotube pole, Type 10	EA	\$ 2,502.00		\$ -
Monotube mast arm, 15'	EA	\$ 972.00		\$ -
Monotube mast arm, 20'	EA	\$ 1,136.00		\$ -
Monotube mast arm, 25'	EA	\$ 1,252.00		\$ -
Monotube mast arm, 30'	EA	\$ 1,347.00		\$ -
Monotube pole, Type 12	EA	\$ 4,637.00		\$ -
Monotube pole, Type 13	EA	\$ 5,811.00		\$ -
Monotube mast arm, 35'	EA	\$ 2,663.00		\$ -
Monotube mast arm, 40'	EA	\$ 3,015.00		\$ -
Monotube mast arm, 45'	EA	\$ 3,819.00		\$ -
Monotube mast arm, 50'	EA	\$ 4,566.00		\$ -
Monotube mast arm, 55'	EA	\$ 5,193.00		\$ -
Types 9 & 10 bottom template; monotube poles	EA	\$ 65.00	0	\$ -
Types 12 & 13, bottom template; monotube poles	EA	\$ 118.00	0	\$ -
Types 9 & 10 top template; monotube poles	EA	\$ 40.00	0	\$ -
Types 12 & 13 top template; monotube poles	EA	\$ 57.00	0	\$ -
Anchor bolts, straight, type 9 & 10 monotube poles	EA	\$ 46.00	0	\$ -
Anchor bolts, straight, type 12 & 13 monotube poles	EA	\$ 102.00	0	\$ -

Luminaire arm for monotube, 6 ft	EA	\$ 410.00		\$ -
Luminaire arm for monotube, 15 ft	EA	\$ 580.00		\$ -

Cabinet & Controller	EA	\$ 13,000.00		\$ -
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InSync equipment	INTERSECTION	\$ 45,000.00		\$ -
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EVP equipment	INTERSECTION			\$ -
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Radar detection equipment	INTERSECTION			\$ -
Video detection camera	EA	\$ 5,500.00		\$ -

LABOR/FLEET

1 electrician	HOURLY	\$ 35.00	24	\$ 840.00
1 bucket truck	HOURLY	\$ 35.00	24	\$ 840.00
1 bucket truck	MILE	\$ 1.15	108	\$ 124.20

*each electrician typically has own truck

New signal design	EA	\$ 3,000.00		\$ -
Existing signal revision design	EA	\$ 1,500.00	1	\$ 1,500.00
Underground inspection/mapping	INTERSECTION	\$ 2,500.00		\$ -

Sign bridge inspection	EA	\$ 1,500.00		\$ -
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ESTIMATE SUBTOTAL \$ 3,304.20

89% LABOR FINGE BENEFITS \$ 2,082.60

15% CONTINGENCY \$ 808.02

TOTAL ESTIMATE \$ 6,194.82

*Estimate is subject to change

Attachment: ESA ESTIMATE (RESOLUTION 3366 : Lumen Christi Church ESR & MOU)



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: March 8, 2016
SUBJECT: 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.

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.

It is expected that the Planning Commission will only take action on this item in concert with the action associated with the Amendment by Lakeside Development for a 10 acre property located immediately south of 11104 Oriole Lane occurs.

Planning Commission Recommendation on February 8, 2016:

The Planning Commission tabled this item at its meeting on February 8, 2016.

Planning Commission Recommendation on March 7, 2016:

The Planning Commission recommendation is forthcoming on March 7, 2016.

Attachments:
 2016-1467 (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 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.

SECTION I:

Following recommendation of the Planning Commission on the 7th day of March, 2016, and after due notice and hearing by the Common Council of the City of Mequon on the 8th 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
- The ordinance does not take effect until evidence of the land transfer associated with the Amendment by Lakeside Development for a 10 acre property located immediately south of 11104 Oriole Lane occurs.

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: March 8, 2016

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 8, 2016.

William H. Jones, Jr., City Clerk

Published: _____

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., 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

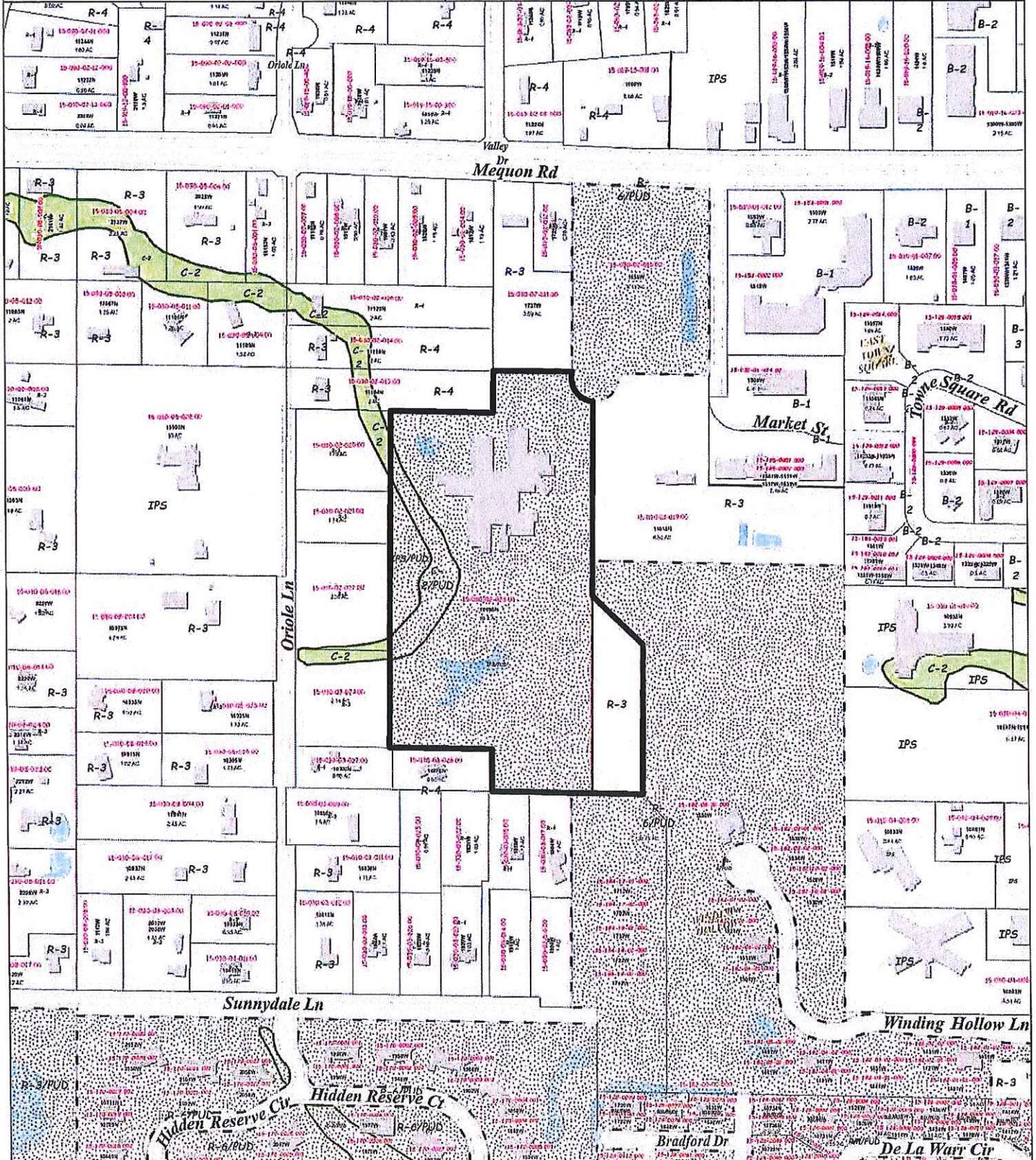
This is to certify that the foregoing ordinance was adopted by the Common Council of the City of Mequon, Wisconsin at a meeting held on the 14th day of October, 2014.

Jesse R Thyes, Acting City Clerk

Published: November 6, 2014

ITEM #9 - Sarah Chudnow

- 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
- 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: March 8, 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).

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 that 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 not wanting 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: Since the last meeting, City Forester, Ken Baker, has walked the site and has identified approximately 22 specimen trees that will need to be removed as part of the proposed development. While some of the trees are not in the best condition, all trees shown on the proposed concept plan meet the criteria laid out in the tree preservation manual in determining whether they shall be classified as specimen trees. A majority of the trees being impacted by the proposed development are located in the area of the private road and within the building pads of units two and five (see attached Tree Survey). Staff believes a majority of the trees could be saved with a modified site plan that shifts the road north and eliminates a number of the proposed units. The applicant feels that removal of the trees is warranted because of their poor condition.

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. The DNR has confirmed that a reduced wetland setback is permissible if all impervious runoff is treated prior to discharge into the wetlands. With regard to the wetland fill, DNR approval will be required prior to the rezoning going into effect.

Staff Comment: While staff feels a conservation design is more appropriate for the site than the four individual home sites, the current design and its impact on the existing specimen trees is contrary to the goals of tree preservation ordinance. Staff feels there is an opportunity to modify the plan in order to save a majority of the specimen trees on site. While staff understands that a modification to the plan will most likely result in fewer units and may not be economically feasible for the developer, compliance with the spirit and intent of the tree preservation ordinance is attainable. Accordingly, staff cannot support the proposed plan in its current form.

Staff Recommendation: Planning staff recommends the rezoning recommendation be denied due to the impact on the existing specimen trees.

Planning Commission Recommendation:

The Planning Commission recommendation is forthcoming at its meeting on March 7, 2016.

Attachments:

Tree Survey (PDF)

CCAttachments(PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 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 7th day of March, 2016, and after due notice and hearing by the Common Council of the City of Mequon on the 8th 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 and subject to the following conditions.

- . There shall be a minimum 50 foot setback from Oriole Lane and a 25 foot setback from the interior private road.
- . There shall be a minimum 30 foot separation between buildings.
- . A stewardship plan for the dedicated open space areas shall be prepared by the applicant and is subject to Planning Commission review and approval.
- . The development shall comply with preliminary plat, development agreement, and final plat requirements.
- . 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.
- . Street trees are subject to the approval of the Tree Board and Planning Commission.
- . Street lighting, if proposed, is subject to the approval of the Planning Commission.
- . Entryway signage and landscaping is subject to the approval of staff.
- . Fire Department approval of the number and location of fire cisterns, if needed.

- . The PUD zoning shall not go into effect until evidence of the land transfer and boundary line adjustment is completed associated with the Sarah Chudnow campus PUD Amendment.
- . DNR approval of the wetland fill and determination of the required setback.
- . Identification of all specimen trees being impacted by the proposed development.
- . Any substantial change to the general concept plans illustrated in the attached exhibits shall require appropriate amendment to this ordinance.
- . The access roadway shall be privately owned and maintained.
- . The Development Agreement shall outline the Home Owners Association's responsibilities to maintain the private roadway.
- . The final road design shall be subject to the review and approval of Engineering and the Fire Departments.
- . The development will require the addition of a boulevard entrance, acceleration/deceleration lanes, and bypass lanes on Oriole Lane per the City of Mequon Standard Specifications for Land Development.
- . 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.
- . 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.
- . An easement is required to allow the Sarah Chudnow Community Campus the ability to maintain the storm water pond located on the southeast portion of the proposed development.
- . Easements over existing and proposed drainageways with supporting declaration language requiring Home Owners Association maintenance.
- . Application for and approval of a City erosion control permit, subject to applicable fees and conditioned upon WDNR issuance of a WRAPP permit.
- . WDNR approval of the site plan and wetland protective area reduction.
- . 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).

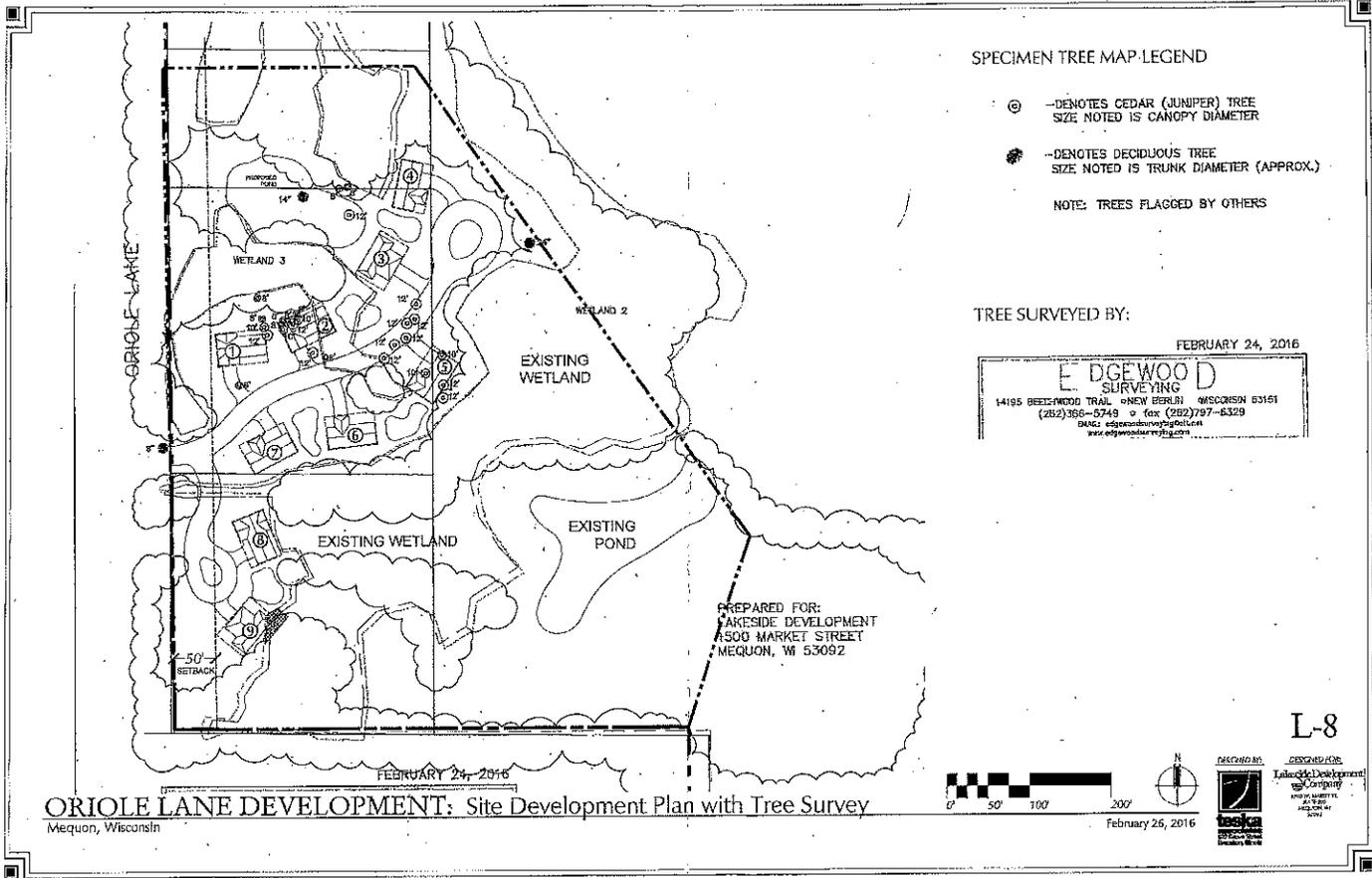
Approved by: Dan Abendroth, Mayor

Date Approved: March 8, 2016

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 8, 2016.

William H. Jones, Jr., City Clerk

Published: _____



Attachment: Tree Survey (ORDINANCE 2016-1468 : Rezoning: Lakeside Development: R-3 w/C-2 to R-3 w/

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,

[Handwritten signature: T. Zabjek]

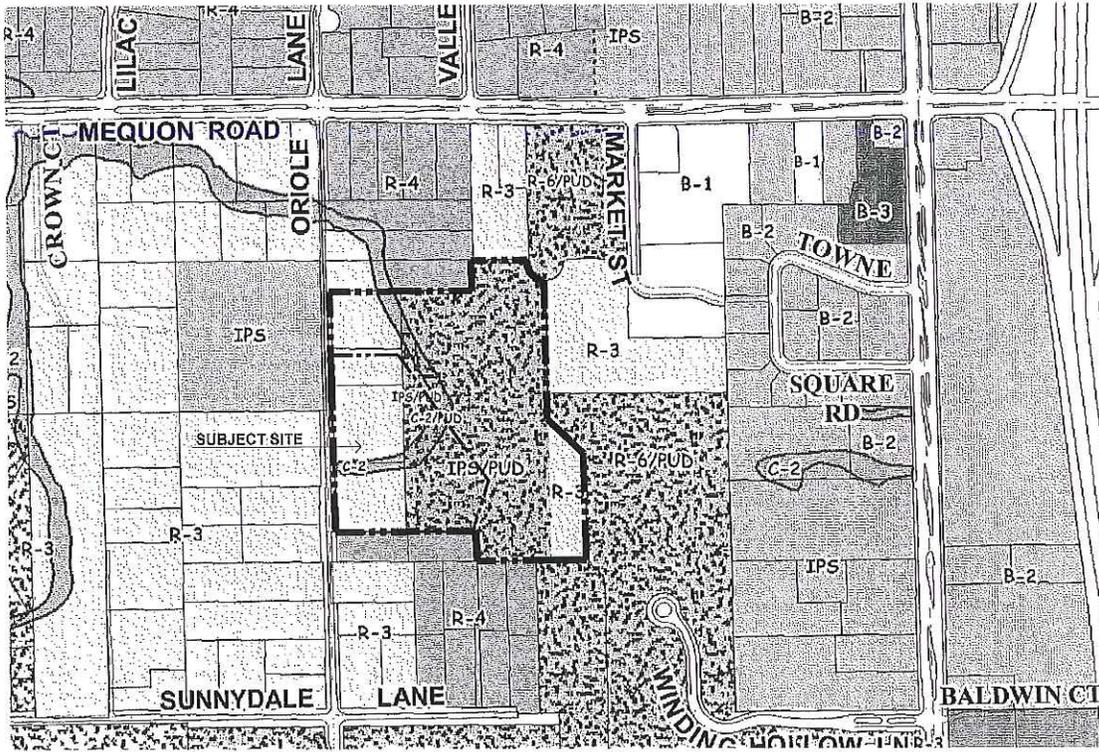
Thomas A. Zabjek
President

c: Jac Zader

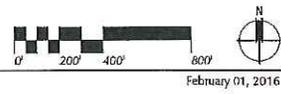
enclosures

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

Attachment: CAttachments (ORDINANCE 2016-1468 : Rezoning: Lakeside Development: R-3 w/C-2 to R-3 w/C-2 & PUDOrdinance Description)



ORIOLE LANE DEVELOPMENT: Existing Zoning Map
 Mequon, Wisconsin



L-1

DESIGNED BY: Lakeside Development, Inc.
 1000 Lakeside Drive
 Mequon, WI 53091
 (414) 224-1100

DATE: February 01, 2016

Attachment: CAttachments (ORDINANCE 2016-1468 : Rezoning: Lakeside Development: R-3 w/C-2 to R-3 w/C-2 & PUD Ordinance Description)



ORIOLE LANE DEVELOPMENT: Aerial Context Plan

Mequon, Wisconsin

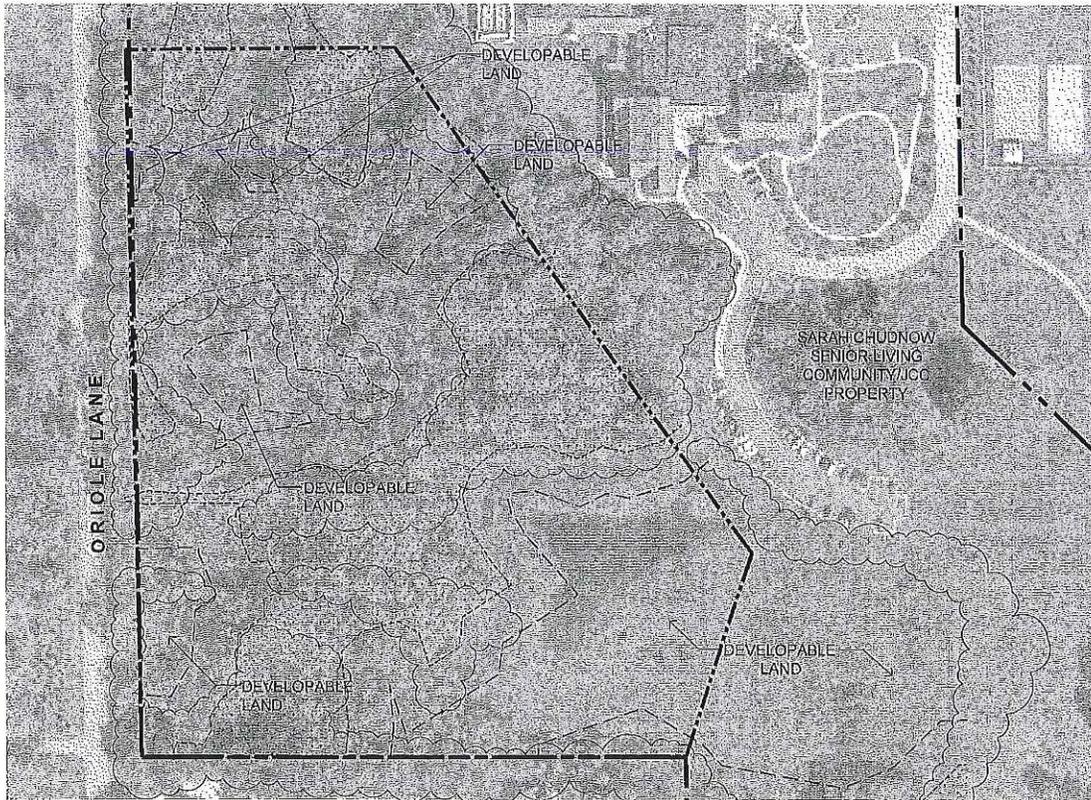


February 01, 2016

DESIGNED BY: **beekun**
 LAKESIDE DEVELOPMENT
 & COMPANY
 10000 WISCONSIN
 AVENUE
 MEQUON, WI 53151

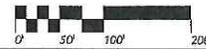
L-2

Attachment: CAttachments (ORDINANCE 2016-1468 : Rezoning: Lakeside Development: R-3 w/C-2 & PUD Ordinance Description)



- LEGEND:**
- Developable Land
 - Wetland
 - Wetland Edge

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



February 01, 2016

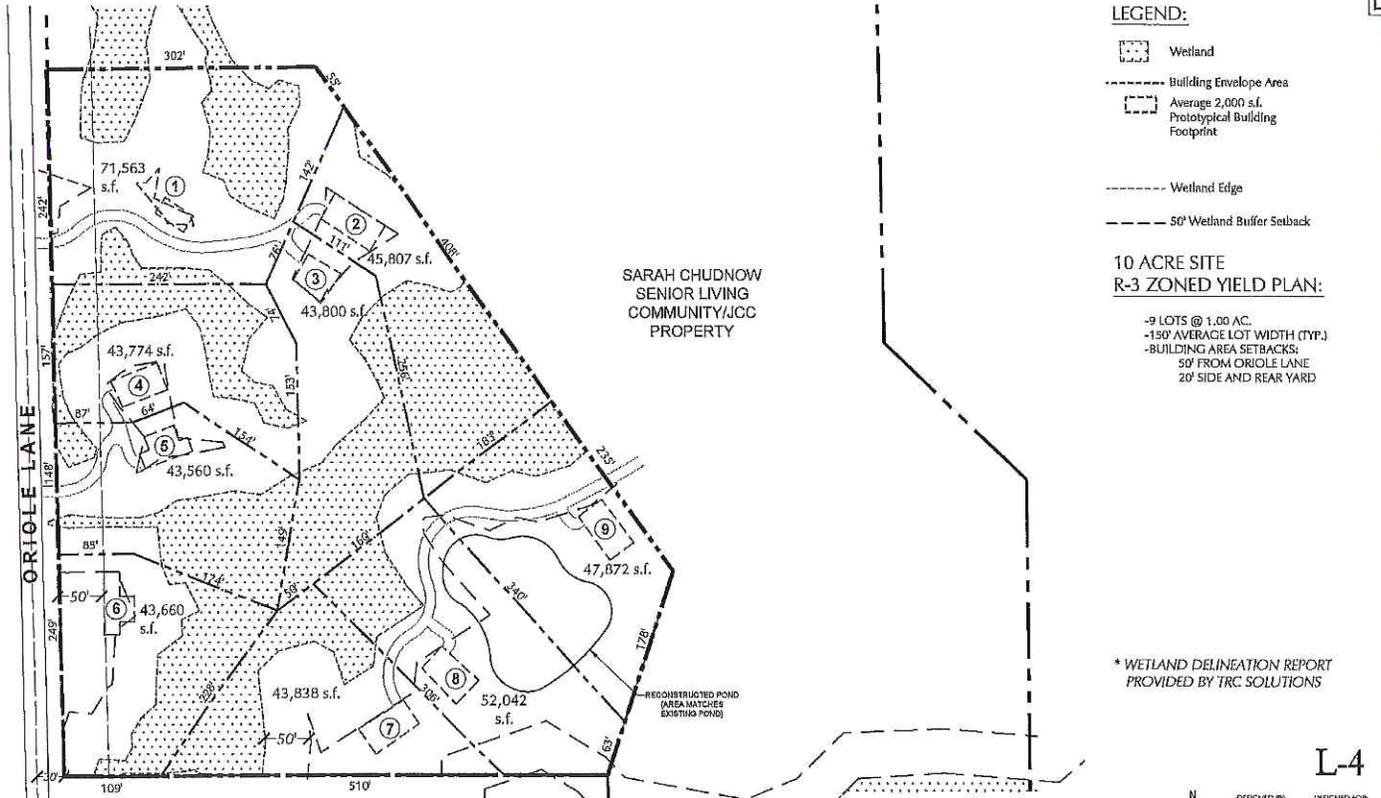
DESIGNED BY: **Integrative Development Company**

ISSUED FOR: **Integrative Development Company**

Integrative Development Company
1000 W. LAMAR ST.
SUITE 200
MEQUON, WI 53091

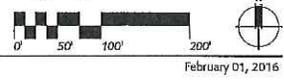
L-3

Attachment: CAttachments (ORDINANCE 2016-1468 : Rezoning: Lakeside Development: R-3 w/C-2 to R-3 w/C-2 & PUD Ordinance Description)



* WETLAND DELINEATION REPORT PROVIDED BY TRC SOLUTIONS

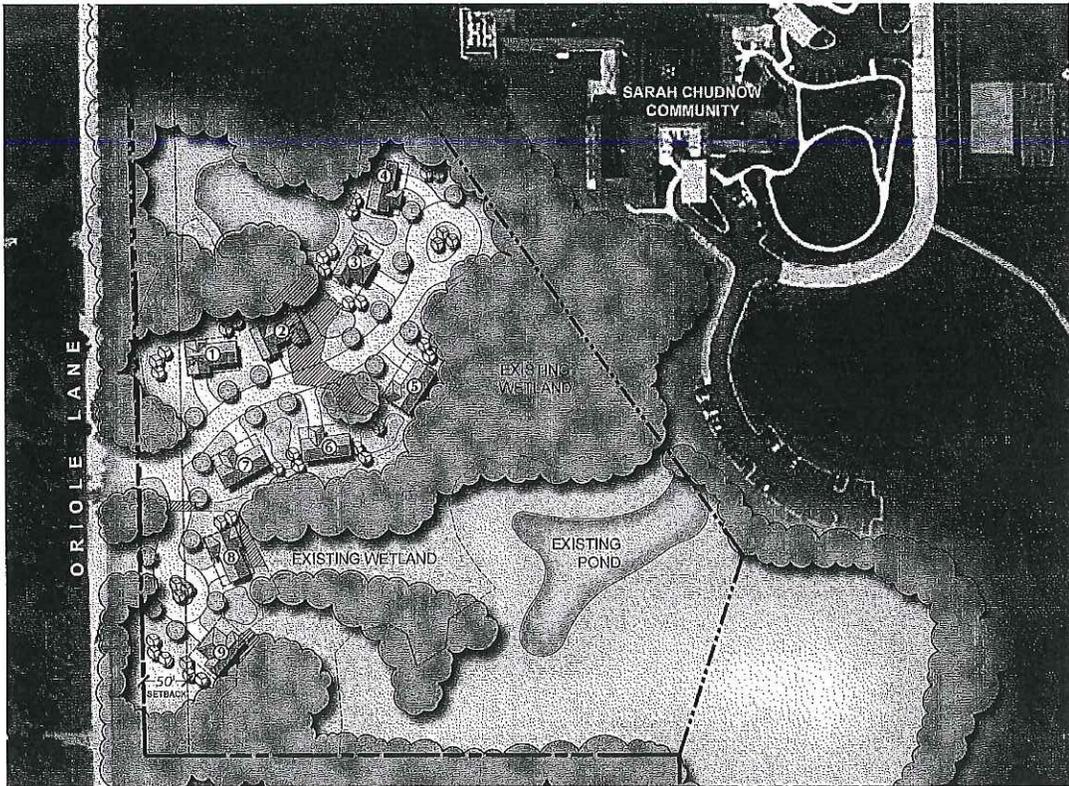
ORIOLE LANE DEVELOPMENT: R-3 Yield Diagram
Mequon, Wisconsin



L-4

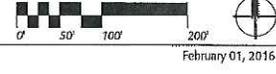
DESIGNED BY: **TRC SOLUTIONS**
DESIGNED FOR: **Lakeside Development Company**

DATE: 02/01/2016
PROJECT: **ORIOLE LANE**



- 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)

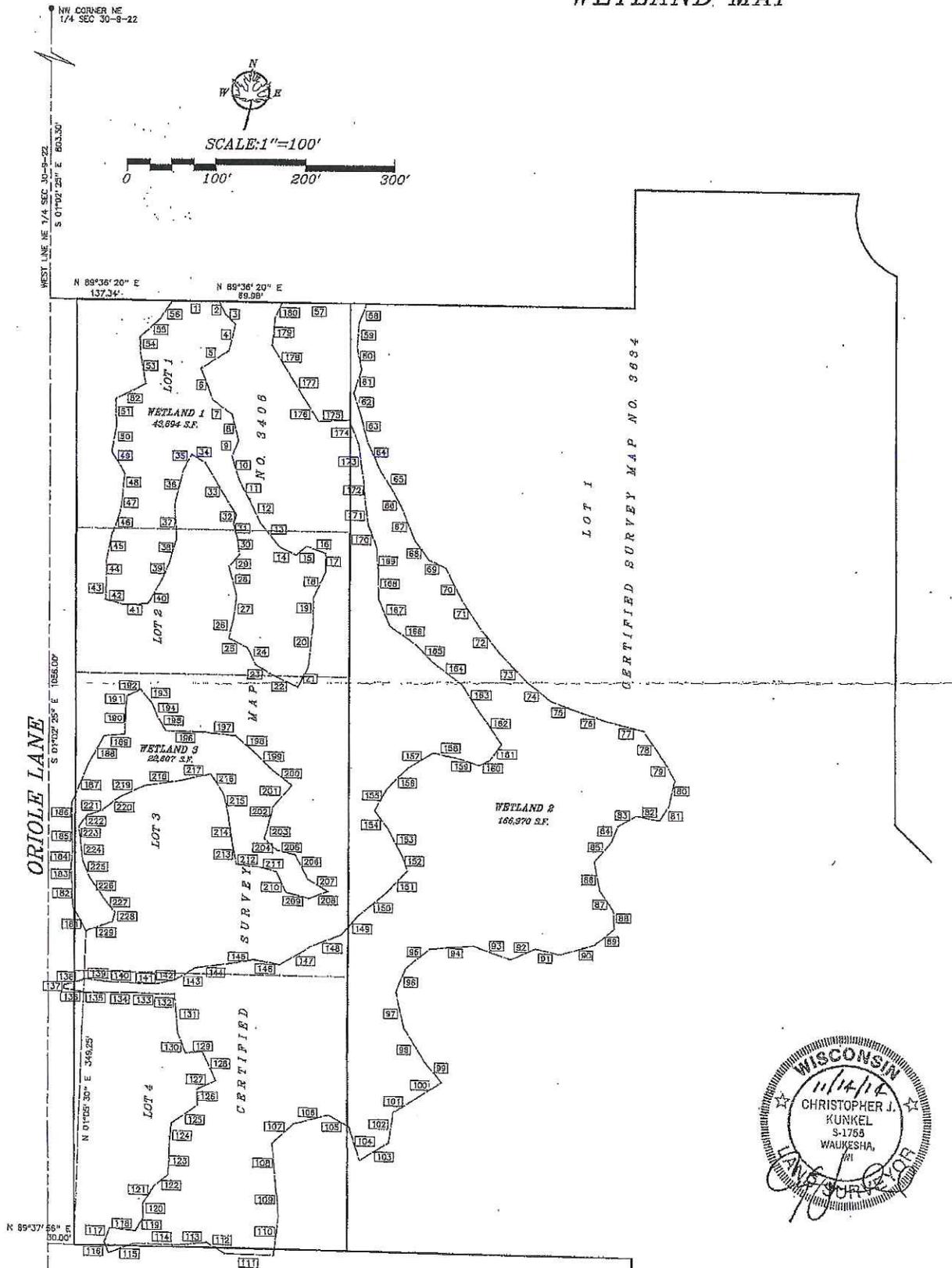
ORIOLE LANE DEVELOPMENT: Site Development Plan
Mequon, Wisconsin



L-6

DESIGNED BY: **PREPARED FOR:** Lakeside Development, LLC
DATE: February 01, 2016
SCALE: AS SHOWN
DRAWN BY: [Name]
CHECKED BY: [Name]

WETLAND MAP



EDGEWOOD SURVEYING
 14195 BEECHWOOD TRAIL • NEW BERLIN • WISCONSIN 53151
 (262)366-5749 • fax (262)797-6329
 EMAIL: edgewoodsurveying@att.net
 www.edgewoodsurveying.com



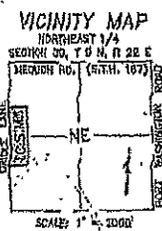
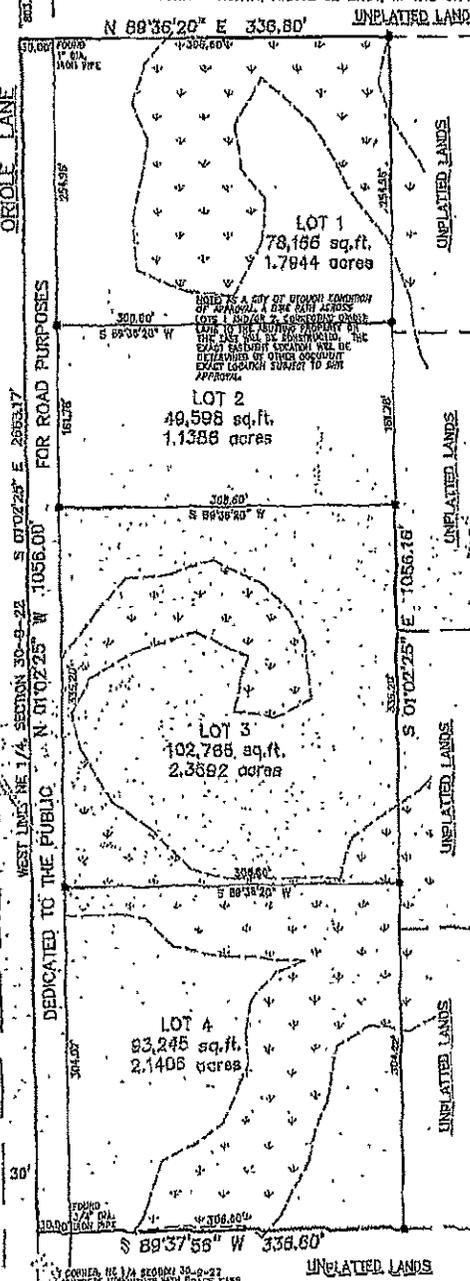
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CERTIFIED SURVEY MAP NO.

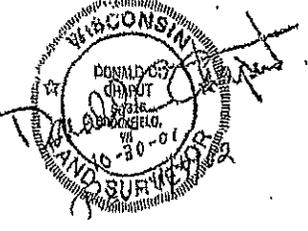
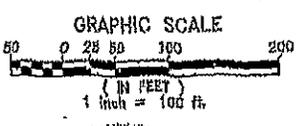
PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30,
TOWN 9 NORTH, RANGE 22 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN



INDICATES 1.315" OUTSIDE DIAMETER IRON PIPE SET, 44" 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 (NAD27). THE WEST LINE OF THE NE 1/4 OF SECTION 30 HAS A BEARING OF S 01°02'25" E.



National Survey & Engineering
 Telephone: 848-741-0000
 Fax: 848-741-0100
 1645 W. Pleasant Road
 Suite 200
 Brookfield, WI 53005-4626
 www.nsewi.com
 10021015101111-1111

6.b.b

3406

16117047

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 O. 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 1056.16 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 236 of the Wisconsin Statutes and Ordinances of the City of Mequon.

October 20, 2016
DATE

Donald O. Chaput
DONALD O. CHAPUT,
REGISTERED LAND SURVEYOR, S. 1316
WISCONSIN LAND SURVEYOR

Packet Pg. 94

3406

U1611P948

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.

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. of Milwaukee, Wisconsin, this 31st day of October, 2001.

In the presence of:

MEQUON PARK CORPORATION

Jay R. Roth, Executive Vice President

STATE OF WISCONSIN }
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.

Notary Public, State of Wisconsin
My commission expires
My commission is permanent.



6.b.b

3406

11 FEB 11 9 49

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 Council on October 19, 2002.

Christine Neuman
CHAIRPERSON

[Signature]
SECRETARY

RECORDED

2003 JAN 15 PM 2:00

Ronald K. Ung
REGISTER OF DEEDS
OSHAUKEE COUNTY, WI



THIS INSTRUMENT WAS DRAFTED BY DONALD C. CHAPUT,
REGISTERED LAND SURVEYOR 9-1316

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 la.

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 Attention

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.

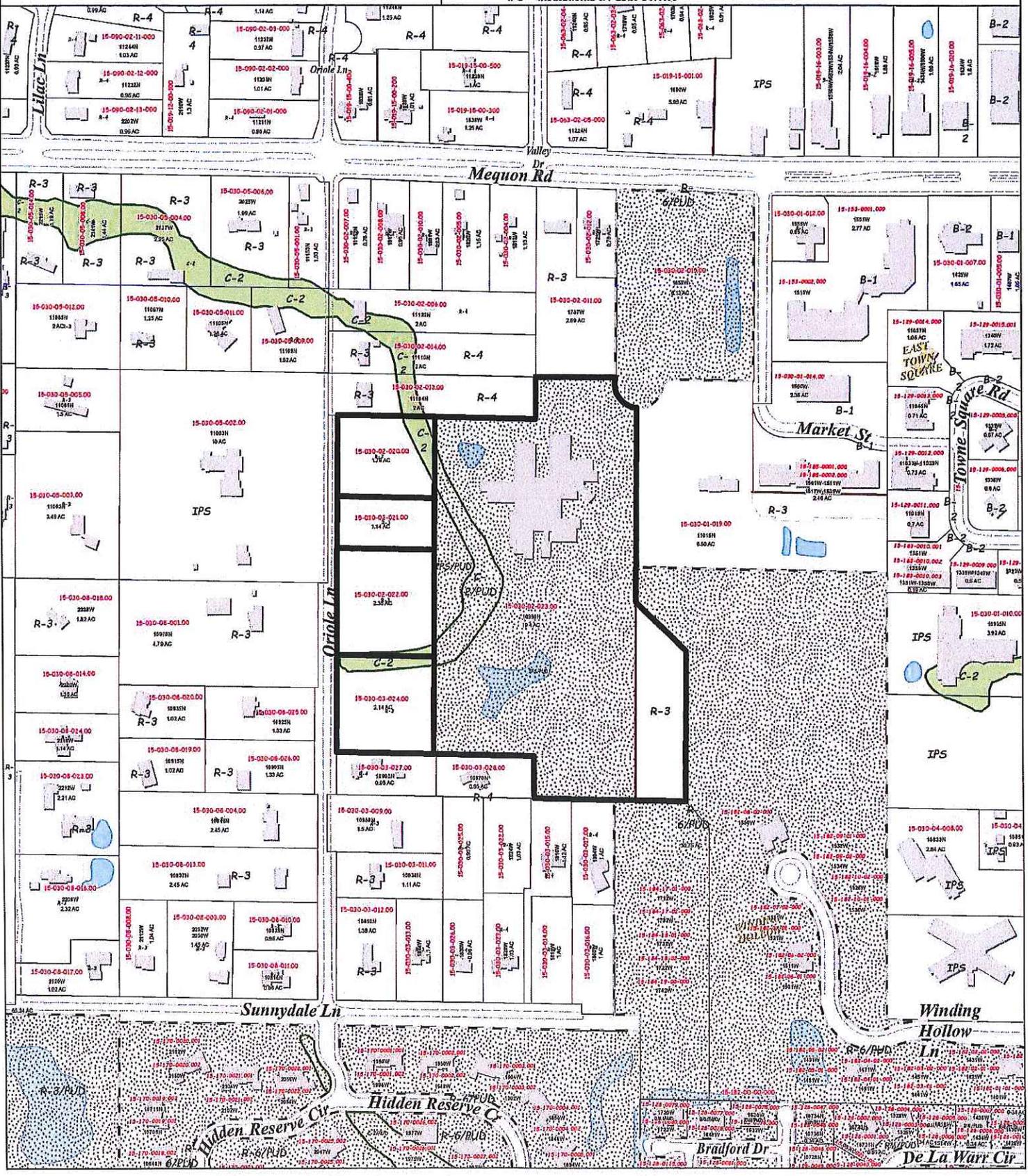
Also, I oppose increasing the population density, to say nothing of the traffic, in our area. There is plenty of single family development underway in other parts of Mequon that are under-populated.

Barbara Frank
10632 N Hidden Reserve Circle
Mequon

Barbara Frank
262-389-0130

Tom Zabjec for Lakeside Development Company /Oriole Lane

- 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
- 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: 262-242-7987
Fax: 262/242-9655

www.ci.mequon.wi.us

Office of Police

TO: Common Council
FROM: Steve Graff, Chief of Police
DATE: February 17, 2016
SUBJECT: An Ordinance Amending Chapter 46, Article IV, Division 2 of the Mequon Municipal Code as it Relates to Hunting and the Discharge of Certain Weapons Within the City

Background

2013 Wisconsin Act 71 changed certain aspects of control which municipalities have regarding the regulation of hunting activities. The proposed amendments to existing sections of Chapter 46 of the Mequon Code of Ordinances are intended to align the City's Code with the changes enacted with Act 71.

Analysis

The Act generally prohibits a local governmental unit from enacting or adopting a restriction that prohibits hunting with a bow and arrow or crossbow within the jurisdiction of that local governmental unit. The Act provides two exceptions. Under one exception, a local governmental unit may enact or adopt a restriction prohibiting hunting with a bow and arrow or crossbow within 100 yards of a building. Such a restriction must provide that it does not apply if the person who owns the land on which the building is located allows the hunter to hunt within the specified distance of the building. A second exception allows a local governmental unit to enact or adopt a restriction that requires a person who hunts with a bow and arrow or crossbow to discharge the arrow or bolt from the respective weapon toward the ground.

The proposed amendments, drafted by City Attorney Brian Sajdak, outline the changes that were made to bring the City's existing ordinance into compliance.

Fiscal Impact

N/A

Recommendation

Staff recommends approval of the amendments to Chapter 46 of the Mequon Code of Ordinances.

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2016-1470

An Ordinance Amending Chapter 46, Article IV, Division 2 of the Mequon Municipal Code as it Relates to Hunting and the Discharge of Certain Weapons Within the City

WHEREAS, the Common Council of the City of Mequon previously adopted Chapter 46, Article IV, Division 2 of the Mequon Municipal Code which regulates the carrying and discharging of weapons and hunting within the City of Mequon; and

WHEREAS, the Wisconsin Legislature enacted 2013 Wis. Act 71 which changes and limits the City's authority to regulate hunting activities conducted with a bow and arrow or crossbow; and

WHEREAS, while the Common Council objects to the Legislature's removal of local control over a topic that has significant health, safety and welfare impacts within the City, it nonetheless wishes to amend Chapter 46 so as to bring the Municipal Code into compliance with State law; and

WHEREAS, the Common Council finds that the regulation of the carrying and discharge of weapons and hunting with the City of Mequon promotes the health, safety and welfare of the Community;

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

SECTION I

Section 46-107 of the Mequon Municipal Code is hereby amended to read as follows (NOTE: Added text is underlined; Deleted text is ~~struck through~~):

Sec. 46-107. - General prohibition.

- (a) No person shall carry or discharge a weapon within the city except:
 - (1) As specifically permitted by this division; or
 - (2) At an archery range as specifically permitted by section 54-24(3) of the Mequon Code of Ordinances.
 - (3) At a firing range approved under 46-112 of the Mequon Code of Ordinances.
 - (4) At an Indoor Sport Shooting Range permitted as a

conditional use under sections 59-298 or 59-299 of the Mequon Code of Ordinances.

- (b) General rules. No person, including a person authorized to carry or discharge a weapon under other provisions of this division 2, shall do any of the following in the city:
- (1) Carry or discharge a rifle. The provisions set forth below allowing for the carrying or discharge of a weapon shall not be deemed to allow the use of a rifle for such purposes.
 - ~~(2) Carry or discharge a crossbow except by permit of the DNR. The provisions set forth below allowing for the carrying or discharge of a bow and arrow shall not be deemed to allow the use of a crossbow for such purposes without a DNR permit.~~
 - (3) Discharge a weapon in a manner that allows the bullet, shot, arrow or missile propelled by the weapon to pass onto property on which the person is not allowed by this section to carry or discharge a weapon or onto any public highway or public ground.
 - (4) Carry or discharge a weapon within 300 feet of:
 - a. A habitable building unless the owner or occupant of such building has first signed such person's firearms discharge permit if he or she is required to have such a permit or has provided his or her prior written permission if no such permit is required by this section; or
 - b. The Milwaukee River unless the owner or occupant of the property across the Milwaukee River has first signed such person's firearms discharge permit.
 - (5) Discharge a weapon on or across the Milwaukee River where a platted subdivision is located across the Milwaukee River.
 - (6) Discharge a weapon in a manner that constitutes reckless disregard for life (other than as allowed for hunting legal prey) or property.
 - (7) Carry or discharge a weapon in violation of any federal or state law or any rule promulgated by the DNR.

SECTION II

Section 46-108 of the Mequon Municipal Code is hereby amended to read as follows
(NOTE: Added text is underlined; Deleted text is ~~struck through~~):

Sec. 46-108. - Designated closed area.

The following provisions shall apply within the designated closed area:

- (1) No person shall, within the designated closed area, carry or discharge any weapon other than a bow and arrow or crossbow, and then only as specifically provided below subject to all other applicable provisions of this section.
- (2) A person may carry or discharge a bow and arrow or crossbow on property in the designated closed area provided:
 - a. ~~the property on which such person intends to carry or discharge the bow and arrow is not located in a platted subdivision;~~
 - b. ~~the property on which such person intends to carry or discharge the bow and arrow is comprised of at least five contiguous acres;~~
 - c. the person has the prior written permission of the owner, occupant or lessee of each property on which he or she carries or discharges the bow and arrow or crossbow;
 - d. the person has first purchased a firearms discharge permit, as described below, from the police department; and
 - e. ~~the person has advised the police department in advance of the day and time he or she plans to carry or discharge the bow and arrow.~~
- (3) An owner, occupant or lessee of property within the designated closed area, any spouse of any such person, and any child of any such person with the permission of his or her parent, may carry or discharge a bow and arrow or crossbow on that property in the designated closed area, but no other property, without satisfying the prior written permission requirement.
- (4) ~~Properties that share a boundary with the Nature Conservancy (Fairy Chasm) shall be exempt from the five-acre requirement.~~

SECTION III

Section 46-109 of the Mequon Municipal Code is hereby amended to read as follows

(NOTE: Added text is underlined; Deleted text is ~~struck through~~):

Sec. 46-109. - Areas other than the designated closed area.

The following provisions shall apply in all areas outside of the designated closed area:

- (1) No person shall carry or discharge a weapon outside of the designated ~~reserved~~closed area except as specifically provided below, and then subject to all other applicable provisions of this section.
- (2) A person may carry or discharge a weapon other than a bow and arrow or crossbow on property outside the designated ~~reserve~~closed area provided:
 - a. the property on which such person intends to carry or discharge the weapon is not located in a platted subdivision;
 - b. the property on which such person intends to carry or discharge the weapon is comprised of at least five contiguous acres if the weapon to be discharged is a bow and arrow or at least ten contiguous acres in all other instances;
 - c. the person has the prior written permission of the owner, occupant or lessee of each property on which he or she carries or discharges the bow and arrow; and
 - d. the person has first purchased a firearms discharge permit, as described below, from the Police Department.
- (3) The owner, occupant or lessee of property, any spouse of any such person, and any child of any such person with the permission of his or her parent, may carry or discharge a weapon on that property, but no other property, without satisfying the prior written permission requirement and without a firearms discharge permit.
- (4) A person may carry or discharge a bow and arrow or crossbow on property outside the designated closed area subject to the provisions of section 46-108(2) of the Mequon Code of Ordinances.

SECTION IV

The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the

remaining terms and provisions shall remain in full force and effect.

SECTION V

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

SECTION VI

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: March 8, 2016

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 8, 2016.

William H. Jones, Jr., City Clerk

Published: _____



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: March 1, 2016
SUBJECT: Awarding the Sale of \$9,020,000 General Obligation Public Works Facility Bonds, Series 2016A

Background

As part of its regular meeting on February 9th, the Council approved an initial resolution authorizing the issuance of \$9.02M in General Obligation Promissory Bonds in order to fund construction of the Public Works Combined facility.

Last week staff and representatives from Ehlers & Associates met with a ratings analyst from Moody's Investors Service via teleconference. The purpose was to update their information since their last review in 2015. Moody's has not yet assigned a rating as of this writing.

Standard practice is for the governing body to approve the sale of the municipal debt on the day of the bidding. The attached resolution is a draft of a final resolution that will be delivered the night of the meeting, at which time interest rates and all other amounts will be finalized and documented. Bond counsel drafted the attached resolution for your consideration and approval. A representative from Ehlers will deliver the final resolution and present the outcome of the sale that will have occurred earlier that day.

Action Required

The Finance and Personnel Committee's review and recommendation of Resolution 3364.

Fiscal Impact

The Bonds are being issued for a 15-year term. Principal on the Bonds will be due on March 1 in the years 2017 through 2031. Interest is payable every six months beginning March 1, 2017. The bonds maturing on and after March 1, 2026 will be subject to prepayment at the discretion of the City on March 1, 2025 or any date thereafter. Debt service on this issue will add approximately \$0.15/1000 to the City's general tax mill rate for the life of the bonds.

Recommendation

Staff recommends approval of Resolution 3364. It is consistent with the initial resolution approved February 9, 2016.

Attachments:

Mequon City (2016-3-2 GO Bonds Series 2016A) Ltr. sending draft Award Resoluti (PDF)
Res. 3364_ Exhibit B (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3364

Awarding the Sale of \$9,020,000 General Obligation Public Works Facility Bonds, Series 2016A

WHEREAS, on February 9, 2016, the Common Council of the City of Mequon, Ozaukee County, Wisconsin (the "City") adopted an Initial Resolution authorizing the issuance of general obligation bonds in an aggregate 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 (the "Project");

WHEREAS, following the adoption of the Initial Resolution, pursuant to the provisions of Section 67.05 of the Wisconsin Statutes, a notice was published in the News Graphic on February 16, 2016 stating the purpose and maximum principal amount of said bond issue and describing the opportunity and procedure for submitting a petition requesting a referendum on said bond issue;

WHEREAS, the Bonds (hereinafter defined) shall not be issued until the period set forth in Section 67.05(7)(b) of the Wisconsin Statutes has expired and no petition for referendum has been filed with respect to the issuance of the Bonds;

WHEREAS, the Common Council deems the Project to be within its powers to undertake and therefore to be a public purpose as defined in Section 67.04(1)(b) of the Wisconsin Statutes;

WHEREAS, the City's financial advisor, Ehlers & Associates, Inc., Waukesha, Wisconsin has taken the necessary steps to sell the proposed bond issue;

WHEREAS, a notice of sale was published in the Bond Buyer on February __, 2016 offering the aforesaid general obligation bonds for public sale on March 8, 2016;

WHEREAS, sealed bid proposals were received as summarized in Exhibit C attached hereto; and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by _____, _____, _____, fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the City. A copy of said bid is attached hereto as Exhibit A and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Authorization and Award of the Bonds. For the purpose of paying the costs of the Project there shall be borrowed pursuant to Section 67.04 of the Wisconsin Statutes, the principal sum of NINE MILLION TWENTY THOUSAND DOLLARS (\$9,020,000). The bid proposal of _____, _____, _____, (the "Purchaser") is hereby accepted, said proposal offering to purchase the \$9,020,000 City of Mequon General Obligation Public Works Facility Bonds, Series 2016A (the "Bonds") for the sum of

_____ DOLLARS (\$ _____), plus accrued interest to the date of delivery, resulting in a net interest cost of _____ DOLLARS (\$ _____) and a true interest rate of ____%.

Section 2. Designation of Purchaser as Agent. The City hereby designates the Purchaser as its agent for purposes of distributing the Final Official Statement relating to the Bonds to any participating underwriter in compliance with Rule 15c2-12 of the Securities and Exchange Commission.

Section 3. Terms of the Bonds. The Bonds shall be designated "General Obligation Public Works Facility Bonds, Series 2016A"; shall be dated March 24, 2016; shall be in the denomination of \$5,000 or any integral multiple thereof; shall bear interest at the rates per annum and mature on the dates and in the years and principal amounts as set forth in the Pricing Summary attached hereto as Exhibit D and incorporated herein by this reference. Interest is payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2017. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit E and incorporated herein by this reference (the "Schedule").

Section 4. Redemption Provisions. At the option of the City, the Bonds maturing on March 1, 2026 and thereafter shall be subject to redemption prior to maturity on March 1, 2025 or on any date thereafter. Said Bonds shall be redeemable as a whole or in part, from maturities selected by the City and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 5. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 6. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged and a direct annual irrepealable tax shall be levied in the years 2016 through 2030 for payments due in 2017 through 2031 in the amounts set forth on the Schedule.

The aforesaid direct annual irrepealable tax hereby levied shall be collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City levied in said years are collected. So long as any part of the principal of or interest on the Bonds remains unpaid, the tax herein above levied shall be and continues irrepealable except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus in the Debt Service Fund Account created herein.

Section 7. Debt Service Fund Account. There is hereby established in the City treasury a fund account separate and distinct from every other City fund or account designated "Debt Service Fund Account for \$9,020,000 City of Mequon General Obligation Public Works Facility Bonds, Series 2016A, dated March 24, 2016." There shall be deposited in said fund account any premium plus accrued interest paid on the Bonds at the time of delivery to the Purchaser, all

money raised by taxation pursuant to Section 6 hereof and all other sums as may be necessary to pay interest on the Bonds when the same shall become due and to retire the Bonds at their respective maturity dates. Said fund account shall be used for the sole purpose of paying the principal of and interest on the Bonds and shall be maintained for such purpose until such indebtedness is fully paid or otherwise extinguished.

Section 8. Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium and accrued interest paid at the time of delivery which must be paid into the Debt Service Fund Account created above) shall be deposited into an account separate and distinct from all other funds and disbursed solely for the purposes for which borrowed or for the payment of the principal of and interest on the Bonds.

Section 9. Arbitrage Covenant. The City shall not take any action with respect to the Bond Proceeds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken on the date of the delivery of and payment for the Bonds (the "Closing"), would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") and any income tax regulations promulgated thereunder (the "Regulations").

The Bond Proceeds may be temporarily invested in legal investments until needed, provided however, that the City hereby covenants and agrees that so long as the Bonds remain outstanding, moneys on deposit in any fund or account created or maintained in connection with the Bonds, whether such moneys were derived from the Bond Proceeds or from any other source, will not be used or invested in a manner which would cause the Bonds to be "arbitrage bonds" within the

The City Clerk, or other officer of the City charged with responsibility for issuing the Bonds, shall provide an appropriate certificate of the City, for inclusion in the transcript of proceedings, setting forth the reasonable expectations of the City regarding the amount and use of the Bond Proceeds and the facts and estimates on which such expectations are based, all as of the Closing.

Section 10. Additional Tax Covenants; Exemption from Rebate; Qualified Tax Exempt Obligation Status. The City hereby further covenants and agrees that it will take all necessary steps and perform all obligations required by the Code and Regulations (whether prior to or subsequent to the issuance of the Bonds) to assure that the Bonds are obligations described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes, throughout their term. The City Clerk or other officer of the City charged with the responsibility of issuing the Bonds, shall provide an appropriate certificate of the City as of the Closing, for inclusion in the transcript of proceedings, certifying that it can and covenanting that it will comply with the provisions of the Code and Regulations.

Further, it is the intent of the City to take all reasonable and lawful actions to comply with any new tax laws enacted so that the Bonds will continue to be obligations described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes.

The City anticipates that the Bonds will qualify for the construction expenditure exemption from the rebate requirements of the Code. The City Clerk or other officer of the City charged with the responsibility of issuing the Bonds, shall provide an appropriate certificate of the City as of the Closing, for inclusion in the transcript of proceedings, with respect to said exemption from the rebate

requirements, and the City Clerk or other officer is hereby authorized to make any election on behalf of the City in order to comply with the rebate requirements of the Code. If, for any reason, the City did not qualify for any exemption from the rebate requirements of the Code, the City covenants that it would take all necessary steps to comply with such requirements. The City hereby covenants that it is a governmental unit with general taxing powers and that the Bonds are not "private activity bonds" as defined in Section 141 of the Code.

The City hereby designates the Bonds to be "qualified tax-exempt obligations" pursuant to the provisions of Section 265(b)(3) of the Code and in support of such designation, the City Clerk or other officer of the City charged with the responsibility for issuing the Bonds, shall provide an appropriate certificate of the City as of the date of delivery and payment for the Bonds.

Section 11. Persons Treated as Owners; Transfer of Bonds. The City Clerk shall keep books for the registration and for the transfer of the Bonds. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the City Clerk, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the City Clerk shall deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the City Clerk shall record the name of each transferee in the registration book. No registration shall be made to bearer. The City Clerk shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

The 15th day of each calendar month next preceding each interest payment date shall be the record date for the Bonds. Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City maintained by the City Clerk at the close of business on the corresponding record date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only-System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City has heretofore agreed to the applicable provisions set forth in the DTC Blanket Issuer Letter of Representation and the Clerk has executed such Letter of Representation and delivered it to the DTC on behalf of the City.

Section 13. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or Final Official Statement are hereby ratified and approved. In connection with Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or Final Official Statement. The appropriate City official shall cause copies of the

Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser.

Section 14. Execution of the Bonds. The Bonds shall be issued in typewritten form, one Bond for each maturity, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk (except that one of the foregoing signatures shall be manual), sealed with its official or corporate seal, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the delivery of the Bonds, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until such delivery. The aforesaid officers are hereby authorized to do all acts and execute and deliver all documents as may be necessary and convenient to effectuate the Closing.

Section 15. Payment of the Bonds. The principal of and interest on the Bonds shall be paid by the Treasurer or his or her agent in lawful money of the United States.

Section 16. Continuing Disclosure. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of its Continuing Disclosure Certificate which the City will execute and deliver on the Closing Date. Any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section.

Section 17. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the City or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Approved by: Dan Abendroth, Mayor

Date Approved: March 8, 2016

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 8, 2016.

William H. Jones, Jr., City Clerk

Published: _____

GRIGGS LAW OFFICE LLC

500 West Silver Spring Drive, Suite K-200
Glendale, Wisconsin 53217

ATTORNEYS AT LAW

Telephone (414) 375-2630
Fax (414) 375-2631

February 26, 2016

VIA E-MAIL TWATSON@CI.MEQUON.WI.US

Mr. Thomas Watson
Finance Director
City of Mequon
11333 North Cedarburg Road, 60W
Mequon, WI 53092

RE: City of Mequon, Ozaukee County, Wisconsin
\$9,020,000 General Obligation Public Works Facility Bonds, Series 2016A

Dear Tom:

Attached please find a draft of the Award Resolution to be adopted in connection with the above-referenced financing matter. We have prepared this Resolution with the information provided to us by Ehlers & Associates, Inc. Please review it carefully.

It is our understanding that this Resolution will be considered by the Common Council at its regular meeting on March 8, 2016.

Please include the title of this Resolution on the agenda for the meeting. Please then post the agenda in at least three public places and provide it to the official newspaper of the City and any requesting media at least twenty-four hours prior to the meeting. The attached Certificate of Compliance with Open Meeting Law must be completed in connection with the meeting at which the Resolution is adopted.

Unless the City has adopted special rules regarding the adoption of borrowing resolutions, a vote of at least a majority of the members of the Common Council is necessary to adopt the Resolution. We have attached an Excerpts of Minutes form for you to complete which records the vote on the Resolution.

You will note in reviewing the draft of the Resolution that the purchaser information and purchase price are not filled in. It is our understanding that Ehlers & Associates, Inc. will provide us with this information prior to the meeting on March 8th. We will then prepare the final Resolution, which will be delivered to you for the meeting.

Following the adoption of the Resolution, we request that you return one executed copy of the Resolution, as well as one executed copy of the Certificate and Excerpts, to us for our review. All of these originally signed documents will be included in the closing transcripts. A copy of the Resolution should be incorporated into the minutes of the March 8th meeting.

Attachment: Mequon City (2016-3-2 GO Bonds Series 2016A) Ltr. sending draft Award Resoluti (RESOLUTION 3364 : Awarding the Sale of \$9.02

Mr. Thomas Watson
February 26, 2016
Page 2

If you have any questions regarding the attached Resolution or any other matter, please do not hesitate to call us at any time.

Very truly yours,

GRIGGS LAW OFFICE LLC



Thomas E. Griggs

TEG:SJH
Attachments
cc/att: Dawn Gunderson - Ehlers & Associates Inc.

Attachment: Mequon City (2016-3-2 GO Bonds Series 2016A) Ltr. sending draft Award Resoluti (RESOLUTION 3364 : Awarding the Sale of \$9.02

EXHIBIT B

(Form of Bond)

UNITED STATES OF AMERICA
STATE OF WISCONSIN
OZAUKEE COUNTY
CITY OF MEQUON

REGISTERED
NO. R-__

GENERAL OBLIGATION PUBLIC WORKS
FACILITY BOND, SERIES 2016A

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
MARCH 1, 20__	MARCH 24, 2016	__%	587316__

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS
(\$_____)

KNOW ALL MEN BY THESE PRESENTS, that the City of Mequon, Ozaukee County, Wisconsin (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2017 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable in lawful money of the United States. The principal of this Bond shall be payable only upon presentation and surrender of the Bond at the office of the City Clerk or Treasurer. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the City Clerk or Treasurer at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date").

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$9,020,000 issued by the City pursuant to the provisions of Chapter 67, Wisconsin Statutes, for the purpose of paying the cost of constructing and equipping a new public works facility, including bond issuance costs, all as authorized by resolutions of the Common Council duly adopted by said governing body at regular meetings held on February 9, 2016 and March 8, 2016. Said resolutions are recorded in the official minutes of the Common Council for said dates.

At the option of the City, the Bonds maturing on March 1, 2026 and thereafter are subject to redemption prior to maturity on March 1, 2025 or on any date thereafter. Said Bonds are redeemable as a whole or in part, from maturities selected by the City and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, or overnight express delivery, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice mailed as provided herein shall be conclusively presumed to have been duly given, whether or not the Depository receives the notice. The Bonds shall cease to bear interest on the specified redemption date, provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable. It is hereby further certified that the City has designated this Bond to be a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the City Clerk or Treasurer. In the event that the Depository does not continue to act as depository for the Bonds, and the Common Council appoints another depository, new fully registered Bonds in the same aggregate principal amount shall be issued to the new depository upon surrender of the Bonds to the City Clerk or Treasurer, in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The City Clerk or Treasurer shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever.

IN WITNESS WHEREOF, the City of Mequon, Ozaukee County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, all as of the 24th day of March, 2016.

CITY OF MEQUON
OZAUKEE COUNTY, WISCONSIN

By: _____
Daniel Abendroth
Mayor

(SEAL)

By: _____
William Jones
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____ Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or its Nominee
Name)

(Authorized Officer)

NOTICE: The above-named or Depository or its Nominee Name must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.



11333 N. Cedarburg Rd
Mequon, WI 53092-1930
Phone: 262-236-2934
Fax: 262/242-9655

www.ci.mequon.wi.us

Office of Engineering

TO: Common Council
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: February 29, 2016
SUBJECT: Contract Award for the Construction of the Combined Department of Public Works Facility

Background

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

The Combined DPW Facility at the Industrial Drive site was selected as the most cost effective solution since most of its operations are housed there already, the City owns the land for expansion and it would allow for the redevelopment of the other two properties.

The new facility experiences efficiencies in these specific areas:

- Improved operational efficiencies of employees
- Higher value of the overall fleet
- Fewer annual facility operations and maintenance expenditures
- Sale of properties and assessed tax revenue

The breakdown of spaces included in the Combined DPW Facility plan consists of:

Building Addition

- Interior office build-out 2,350 sq ft
 - Maintenance office and parts 2,105 sq ft
 - Vehicle Storage 23,720 sq ft
 - Maintenance Shop 12,375 sq ft
- 40,550 sq ft

Building Remodel

- Interior office remodel 4,990 sq ft
- Vehicle storage remodel 19,200 sq ft

Mezzanine and shops

6,854 sq ft

<u>Wash Bays</u>		<u>4,800 sq ft</u>
	TOTAL	80,290 sq ft

The majority of the current DPW operations are located at Industrial Drive on an 18 acre, City-owned site. Highway and Parks operations are also conducted within the existing facility as well as the administrative needs of the Water Utility. With the construction of the combined facility, the Sewer Division, Fleet Maintenance Division and Water Utility equipment will relocate to the site.

The Department of Public Works employs 34 full time equivalent employees, 2 50/50 employees who divide time between the Highway and Parks divisions and 9 part time/summer employees. While snow plowing and emergency operations can run 24 hours, the hours of operation from October through May are 7:00 am - 3:30 pm and from May through October run Monday through Thursday, 6:30 am - 3:30 pm and Friday 6:30 am - 10:30 am.

The Fleet Maintenance division maintains over 300 pieces of equipment City-wide. The fuel islands serve entities outside of the City, whose employees are not authorized to enter the gated area. Therefore the fuel islands required separation from the secured area.

The proposed salt storage dome will hold close to a season's worth of salt, significantly reducing Ozaukee County administrative fees charged for purchasing and loading salt, as well as allow staff to complete operations other than hauling salt. The dome also provides a location for the generation and storage of brine, which will meet a future EPA and WDNR mandate to incorporate pre-wetting into snow plowing operations.

Analysis

The City received complete and competitive bids from seven prime contractors. The low bidder, SMA Construction, LLC is qualified to complete a project of this size and was highly recommended by its references.

Based upon the bids, Staff recommends not awarding Alternates 1 (Warm Storage Building) and 4 (Automatic Wash Bay) due to the substantial cost. Both alternates can be completed as a future capital building projects.

Fiscal Impact

The construction cost will be included in the proposed borrowing, also on the agenda for approval. The total award for the base bid and applicable alternates is \$8,467,000.

With the construction of the Combined DPW Facility, the payback for the construction cost will be evident immediately, accounting for improved operational efficiencies of employees, higher value of the overall fleet, fewer annual facility maintenance expenditures, utility savings, salt shed savings and the potential tax increment from the Mequon Road and Green Bay Road facilities.

Recommendation

Staff recommends that the Public Works Committee favorably endorse and the Common Council approve Resolution 3362 awarding the construction contract for the Combined DPW Facility to SMA Construction, LLC in the amount of \$8,467,000.

Attachments:

- 1-Mequon Recommendation Letter (PDF)
- 2-Mequon Bid Tab 1-5-16 (PDF)
- 3-Borrowing Breakdown Ehlers (PDF)
- 4-Mequon Bid Tab 1-5-162 (PDF)
- 5-SMA qual docs (PDF)
- 6-SMA qual docs (PDF)
- 7-(2015) Mequon 2015 COMPLETE SET Sheet A-102 Site Plan (PDF)
- 8-(2015) Mequon 2015 COMPLETE SET Sheet A-201 Overall Floor Plan (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3362

Contract Award for the Construction of the Combined Department of Public Works Facility

WHEREAS, the existing Department of Public Works (DPW) facilities are between 30 and 75 years old with the last major upgrade completed over 25 years ago; and

WHEREAS, the DPW divisions currently maintain, operate and store equipment and materials in ten buildings located throughout the City; and

WHEREAS, in 2014 the City of Mequon completed a Department of Public Works Facilities Assessment Study (FAS) to determine the long term needs of the department and the solutions to meet those needs; and

WHEREAS, the result of the FAS was a recommendation to construct a combined facility to consolidate facilities and operations; and

WHEREAS, the City of Mequon Department of Public Works has advertised and received bids for the Combined Department of Public Works Facility; and

WHEREAS, staff has reviewed the various bids and contractor qualifications for the contract; and

WHEREAS, staff has determined that the bids received are in accord with the estimates and that adequate funds are available to accomplish the work and on that basis has made a recommendation to the Public Works Committee; and

WHEREAS, staff recommends that the contract award include: Base Bid and Alternates 2, 3, 5, 6, 8, 9, 10 and 11; and

WHEREAS, the Public Works Committee at its meeting on March 8, 2016 agreed with the staff recommendation to award the contract to SMA Construction Services, LLC for a total of \$8,467,000; and

WHEREAS, adequate funds for this contract are provided by the borrowing authorized in Resolution 3364, and will be allocated to account 410795 10023;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Mequon that the bids for the Combined Department of Public Works Facility has been reviewed and endorsed by the Public Works Committee at its March 8, 2016 meeting and hereby authorizes staff to award a contract with SMA Construction Services, LLC.

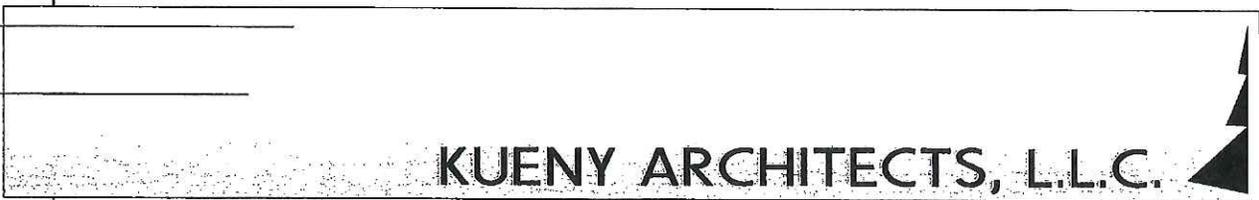
Approved by: Dan Abendroth, Mayor

Date Approved: March 8, 2016

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 8, 2016.

William H. Jones, Jr., City Clerk

Published: _____

**KUENY ARCHITECTS, L.L.C.**

February 9, 2016

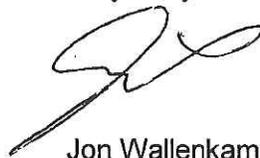
City of Mequon
Public Works Facility
11333 Cedarburg Road
Mequon, WI 53092
Attn: Kristen Lundeen

Dear Kristen

Seven bids were received for the City of Mequon Public Works Facility on January 5, 2016. SMA Construction Services, LLC is the low bidder with a Base Bid of \$6,854,000 and a combined low bid for alternates, 2, 3, 5, 6, 7, 8, 9, 10 and 11 of \$1,613,000, for a total bid amount of \$8,467,000. The three low bidders were all within 2% of each other showing it was a very complete and competitive bid. I have reviewed the bids with the city attorney and he also recommends we award the bid to the low bidder using the January 5, 2016 bid form results.

It is Kueny Architects recommendation to award the project to the lowest bidder SMA Construction Services, LLC from Abrams, WI.

Very Truly Yours,



Jon Wallenkamp, AIA

Attachment: 1-Mequon Recommendation Letter (RESOLUTION 3362 : Combined DPW Facility Construction Contract Award)

City of Mequon Combined DPW Facility		
SMA	Base Bid and Owner Direct Purchases	\$6,854,000
	Alternate Bids accepted	\$1,613,000
	Sub Total	\$8,467,000
Special Items	A/E Fee	\$170,600
	State plan fee and printing	\$6,640
	Asbestos removal / testing	\$12,927
	Geotechnical fees	\$25,460
	Gas and electric services fee	\$26,867
	Contingency	\$151,320
	Sub Total	\$393,814
City Savings	Tax Savings	\$100,000
	Focus on Energies	\$60,814
	Sub Total	\$160,814
	Project total	\$8,700,000

Attachment: 2-Mequon Bid Tab 1-5-16 (RESOLUTION 3362 : Combined DPW Facility Construction Contract Award)

<i>City of Mequon</i>	
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	112,750
	\$12.50
Total Financing Required	9,026,825
Estimated Interest Earnings	(8,400)
Rounding	1,575
NET ISSUE SIZE	9,020,000



Office: 5829 Geano Beach Rd, Abrams, WI 54101

Future Office: (plans in progress) 112 S Pearl St.

Green Bay, WI 54303

Phone: 920-826-4988 Fax: 920-826-2388

Similar Projects

- Kewaunee Public Health and Human Services
 - 18,000 sqft public health facility
 - On time, on budget, very smooth project from start to finish.
 - Owner Reference: Ed Dorner 920-388-7111



Recent Projects Completed

- Chappell Elementary School Renovation & Addition
 - 205 N Fisk Street, Green Bay WI 54303
 - \$4,177,000 project with 4 months to complete
 - 14,600 sqft addition and 46,500 sqft renovation
 - Tight schedule (mostly over summer but worked one month with children in school)
 - Life Safety planning critical in schools

Chappell Elementary School Renovation & Addition



Recent Projects Completed

- Central WI Airport – Center Terminal Remodel
 - 100 CWA Drive, Mosinee, WI 54455
 - \$4,110,000 project
 - 24,500 sqft remodel
 - Remodel of a working airport terminal
 - Had to re-route passengers as the project progressed with temporary partitions, signage, etc...

CWA Terminal Remodel



CWA Center Terminal



Recent Projects Completed

- Green Bay Correctional Institute
 - 2833 Riverside Dr, Green Bay, WI 54301
 - \$3,340,000 project
 - Added a shower building connecting to the inmate dormitory
 - High security protocol to follow; worked with inmates present.

Recent Projects Completed

- UW Stout – McCalmont Hall Renovation/Addition
 - 220 10th Ave E, Menomonie, WI 54751
 - \$6,718,000.00 project overall in 8 months
 - 3,500 sqft addition & 44,000 sqft completed remodel of student dormitory
 - Extremely tight Deadline to hit
 - Worked while students occupied

UW Stout – McCalmont Resident Hall



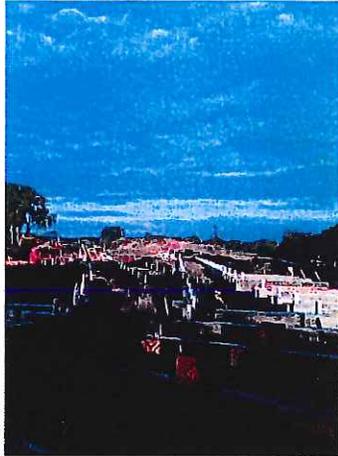
Some Current Projects

- Winnebago Mental Health Institute
 - Currently working at this facility
 - \$1,000,000 building upgrade to Gordon Hall
 - Strict background check policy
- Ashwaubenon Community Center
 - 16,500 sqft new building in progress
- Bay Beach Tot Rides (currently adding 2 new rides)

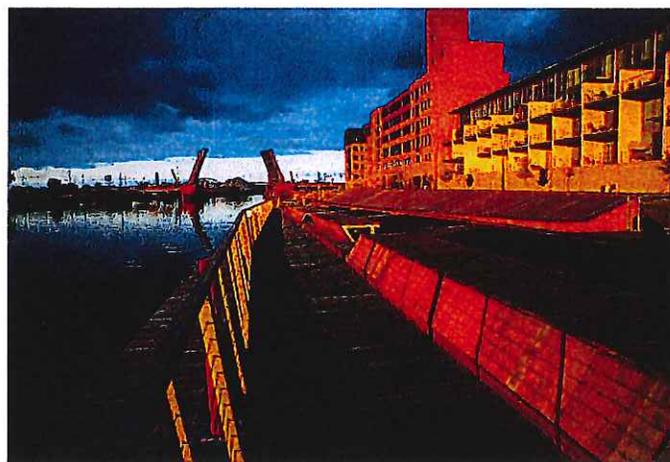
Other Complex Projects

- Zippen Pappen Roller Coaster Foundations & Sitework Package
- Green Bay City Deck Phase 2
 - Extended deck system, working over/in water, pilings, adding dock systems, limited place downtown for cranes, etc...
- ATW General Aviation Terminal & Hangar Bldgs
 - Net Zero Energy Consumption, LEED PLATINUM, moved an entire hangar building, unique design (solar panels, geothermal heating, exposed glulam beams, intricate glazing system, etc...

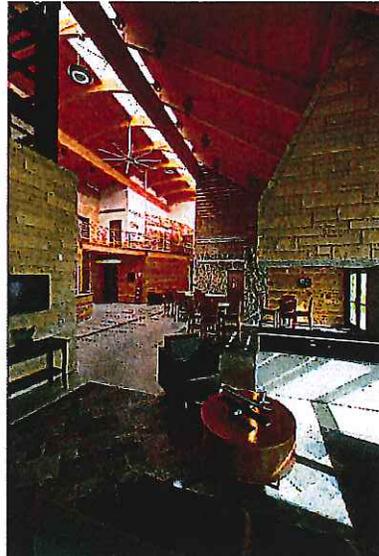
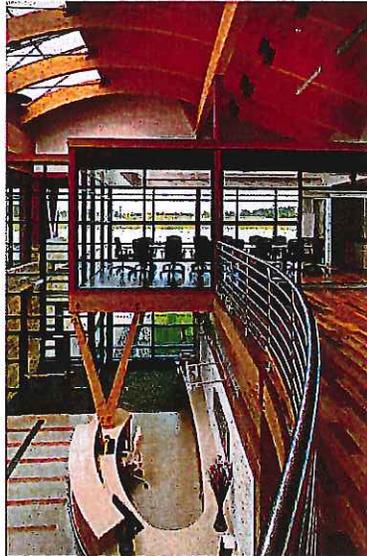
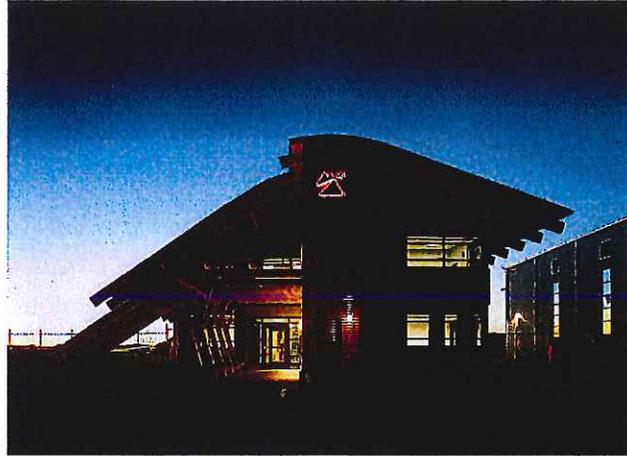
Zippen Phippen Roller Coaster Foundations Contract



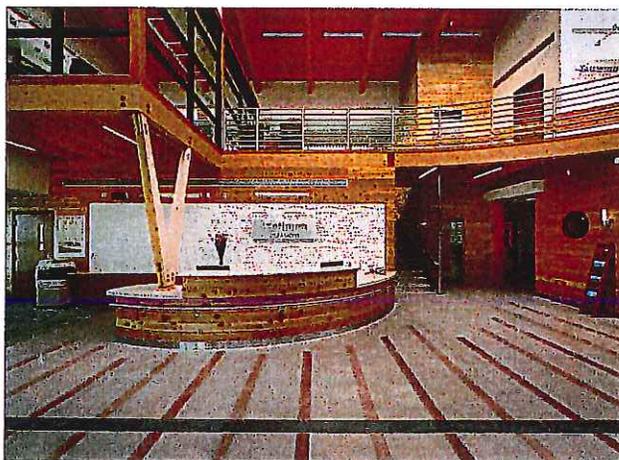
Green Bay City Deck Phase 2



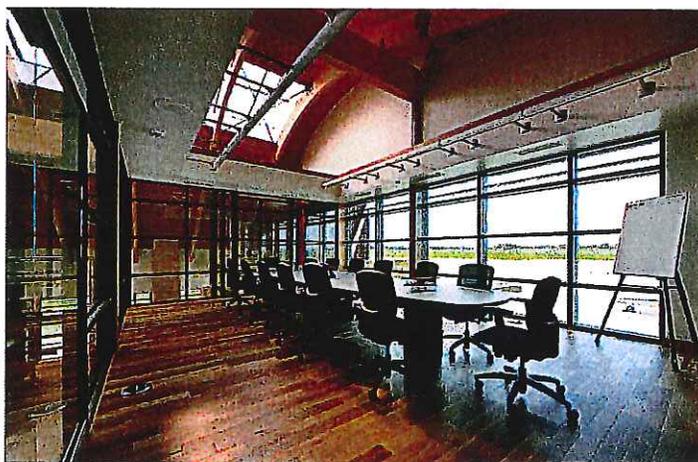
ATW General Aviation Terminal



ATW GA Terminal



ATW GA Terminal



Relevant Certifications

- WHEA (Wisconsin Healthcare Engineering Association) – Healthcare Construction Certificate
 - Owners, Michael Abhold and Stephanie Abhold, have completed the WHEA – HCC program.
- WI Contractor's License (1133619) – current
- WBE (State of WI Certified)

Other Company Info

- No lawsuits
- Never defaulted on any contracts
- Solid financials (bonding capacity up to 20M)
 - Company carries no debt.
- No OSHA citations
- Excellent safety record (EMR = 0.72)
- Excellent references

Michael J. Abhold

Project Manager / Owner

Education

- ◆ Marian College, Fond du Lac, WI
Bachelors of Business Administration
Communication Minor
- ◆ Northwest Technical College, Green Bay, WI
Carpenter Apprenticeship
- ◆ Lakeshore Technical College
30-Hour OSHA Certification
CPR Certification
- ◆ UW-Madison - Estimating and Scheduling Classes

Career Experience

- ◆ SMA Construction Services, Abrams, WI, Owner/ Executive Project Estimator/Project Manager , 2010- present
- ◆ The Selmer Company, Green Bay, WI, Project Manager, 2006 - 2010
- ◆ J.H. Findorff, Milwaukee, WI, Project Engineer/Estimator, 2006
- ◆ C.D. Smith Construction, Fond du Lac, WI., Quality Control Manager/ Field Foreman 1995 – 2006
- ◆ C.D. Smith /J.P. Cullen Joint Venture, Camp Randall Stadium Renovation Madison, WI, Assistant Superintendent 2004 – 2006

Special Skills/Training

- ◆ Proficient in AutoCAD, Excel, Word, PowerPoint and Timberline
- ◆ WHEA Healthcare Construction Certificate
- ◆ ACI Level II Certification
- ◆ US Army Corps of Engineers
Construction for Quality Management for Contractors Certification

SMA Project Experience

- ◆ See attached "Project Listing"

Project Experience with Previous Employers

- ◆ U.S. Army Reserve Center, Hammond, WI, (7.1M)
- ◆ Green Bay City Deck Phase I, Green Bay, WI, (5.6M)
- ◆ Green Bay/ DePere sewage treatment upgrades, Green Bay, WI, (14.2M)
- ◆ Elkhart Lake fire Station, Elkhart Lake, WI, (3.0M)
- ◆ U.S. Army Reserve Center, Wausau, WI, (7.8M)
- ◆ Siebkens Resort, Elkhart Lake, WI (5M)
- ◆ UW – Green Bay Student Services Remodel, Green Bay, WI, (600K)
- ◆ UW - Madison Microbial Sciences Building, Madison, WI, (120M)

- ◆ Camp Randall Stadium Renovation, Madison, WI, (109M)
- ◆ Super Wal-Mart, Pittsburgh, PA, (25M)
- ◆ Mukwonago Ambulatory Care Center, Mukwonago, WI, (25M)
- ◆ Dodge County Criminal Justice Facility, Juneau, WI, (30M)
- ◆ Brookfield Water Treatment Plant (35M)
- ◆ Mitchell Field Airport Parking Ramp, Milwaukee, WI, (38M)
- ◆ Wellness Center, Knoxville, TN, (8M)
- ◆ Hartford, CT Outpatient clinic (7M)
- ◆ Newbury Hospital, Dietary Addition, Newberry, MI, (2.5M)
- ◆ 20/20 Visions Optical Clinic, Plymouth, WI (\$1.2M)
- ◆ VA Hospital Addition – Concrete Package Milwaukee, WI (\$1.3M)
- ◆ Brown County Mental Health Center Carp/Steel Pkgs (\$700K)
- ◆ Dr. Baus Dental Remodel (\$470K)

Stephanie M. Abhold, LEED® AP

Project Manager / Owner

Education

- ◆ University of Wisconsin – Madison
Bachelors of Science – Civil Engineering

Career Experience

- ◆ SMA Construction Services, Abrams, WI, Owner, Jan. 2010 to present
- ◆ The Selmer Company, Green Bay, WI, Project Manager, 2006 to 2009
- ◆ C.D. Smith, Fond du Lac, WI, Project Manager Assistant, Jan. 2005 to May 2006

Special Skills/Training

- ◆ Proficient in AutoCAD, SureTrak, Primavera, Microsoft Office, Rivet, Quickbooks
- ◆ OSHA 30-hour Training
- ◆ WHEA Healthcare Construction Certificate
- ◆ LEED® AP

SMA Project Experience

- ◆ See attached "Project Listing"

Project Experience with Previous Employers

- ◆ Seymour Community School District – Elementary School Additions, Seymour, WI (\$7.7M)
- ◆ St. John the Baptist Church, Howard, WI (\$6.5 M)
- ◆ Combined Locks Public Works, Combined Locks, WI (\$1.5M)
- ◆ Letnes Retail Center Store Buildouts, Green Bay, WI (\$.5M)
- ◆ Potawatomi Casino Masonry, Milwaukee, WI (\$2.5M)
- ◆ Lakeside Community Church, Algoma, WI (\$1.8M)
- ◆ Green Bay Packaging QA/QC Labs, Green Bay, WI (\$440K)
- ◆ First United Presbyterian Church, DePere, WI (\$1.5M)
- ◆ Kewaunee Courthouse, Kewaunee, WI (\$3.6M)
- ◆ UW-Madison – Microbial Science Building (\$120M)
- ◆ Kaukauna Utilities – Main Office Additions & Renovation (LEED) (\$4M)
- ◆ Brown County 911 Call Center (LEED) (\$2.6M)
- ◆ Oneida Nations Social Services Building Renovation (\$50K)
- ◆ Crivitz Dental Clinic (\$400K)
- ◆ St. Mary's Hospital Cancer Center Addition Pkgs (\$1.5M)
- ◆ VA Hospital Pharmacy Renovation Iron Mt, MI (\$700K)

SMA Project Listing (Current and Past)

7.b.f

Updated 01/06/16

Job #	Project Name	Project Size	Start Date	Finish Date	% Complete	Owner	Architect
10001	Humboldt Community Center	\$225,000.00	12-Apr-10	30-Jul-10	100%	Town of Humboldt	Contracting Specialists Inc.
10002	GB State Office Bldg 3rd Floor Renov	\$255,000.00	7-May-10	29-Jul-10	100%	State of WI Dept of Admin.	Architects Group Limited
10007	GB State Office Bldg 1st Floor Renov.	\$49,500.00	16-Jun-10	11-Aug-10	100%	State of WI Dept of Admin.	Architects Group Limited
10009	Zippen Phippen Roller Coaster ##	\$513,657.00	2-Aug-10	1-Dec-10	100%	City of Green Bay	City of Green Bay Public Works
10010	City of Appleton Lakestation Expansion	\$288,800.00	1-Sep-10	1-Dec-10	100%	City of Appleton	Raasch
10012	Kew. Cty Public Health Building	\$2,321,500.00	1-Dec-10	1-Sep-11	100%	Kewaunee County	Venture Architects
11010	Brown County Sheriff's Office **	\$1,605,000.00	1-Mar-11	30-Jun-11	100%	Brown County	Raasch
11011	Waupun Baseball Structures	\$670,000.00	1-Aug-11	1-Nov-11	100%	City of Waupun	H&K Sports Fields
11013	Cherryland Airport	\$915,000.00	1-Sep-11	1-May-12	100%	WI Bureau of Aeronautics	Omni Associates
11014	Green Bay City Deck Phase 2	\$3,300,000.00	21-Nov-11	1-Sep-12	100%	City of Green Bay	Stoss Landscape Architects
11015	Eldorado Community Center	\$300,000.00	1-Apr-12	13-Jul-12	100%	Town of Eldorado	Cadre, Inc.
11016	Kewaunee Fairgrounds Buildings	\$2,600,000.00	1-Dec-11	1-Aug-12	100%	Kewaunee County	Somerville, Inc.
12017	Fox Valley Technical College Spanbauer	\$1,086,600.00	1-Apr-12	1-Aug-12	100%	Fox Valley Technical College	Somerville, Inc.
12018	Outagamie Cty Airport Terminal & Hangar Bldgs ***	\$4,700,000.00	1-Aug-12	30-Aug-13	100%	Bureau of Aeronautics	Mead & Hunt, Inc.
12019	Village of Hilbert - Well #4	\$570,000.00	27-Aug-12	31-Dec-12	100%	Village of Hilbert	Robert E. Lee & Associates
12021	Kimberly Clark Hangar/Office Bldg	\$2,900,000.00	7-Sep-12	30-May-13	100%	Kimberly Clark	Omni Associates
13010	UWGB - Classroom Remodel	\$531,000.00	1-May-13	15-Aug-13	100%	University of WI - Green Bay	Architects Group Limited
13020	MPTC West Bend Trades Ph 3 Addition **	\$1,060,000.00	1-Jun-13	15-Oct-13	100%	Moraine Park Tech College	Somerville, Inc.
13030	Green Bay Correctional Inst. - Showers Bldg	\$3,340,000.00	1-Nov-13	15-Aug-14	100%	State of WI Dept of Admin.	PTD, Inc.
13040	Outagamie Airport - Terminal Kitchette	\$200,000.00	1-Aug-13	1-Oct-13	100%	Outagamie County	Omni Associates
13060	Green Bay Parking Ramp Recladding	\$1,030,000.00	15-Oct-13	1-May-14	100%	City of Green Bay	BSA
13070	NWTC Building FA Computer Lab	\$90,000.00	1-Sep-13	4-Oct-13	100%	Northeast Wis. Tech. College	Somerville, Inc.
13080	MPTC FDL Facilities, Printing, EMS Remodel	\$811,100.00	1-Oct-13	31-Jan-14	100%	Moraine Park Tech College	Somerville, Inc.
13090	NWTC SC Health & Wellness Remodel	\$100,000.00	1-Oct-13	10-Nov-13	100%	Northeast Wis. Tech. College	Somerville, Inc.
13095	ATW Hangar Relocation & Addition	\$1,944,000.00	1-Nov-13	30-Jun-14	100%	Outagamie County	Mead & Hunt, Inc.
13098	UW-Stout McCalmont Hall Renovation/Additid	\$6,718,000.00	25-Jan-14	15-Aug-14	100%	State of WI Dept of Admin.	BWBR Architects, Inc.
14030	Sheboygan Falls Municipal Building	\$5,583,200.00	1-May-14	15-Mar-15	100%	City of Sheboygan Falls	Bray Architects
14040	Central WI Airport - Terminal Renovation	\$4,110,000.00	1-Sep-14	31-Jul-15	100%	WI Bureau of Aeronautics	Mead & Hunt, Inc.
14050	Austin Straubel Airport - Arrivals Terminal **	\$2,875,800.00	1-Oct-14	15-Jul-15	100%	WI Bureau of Aeronautics	Mead & Hunt, Inc.
14060	Brown County Sheriff's Storage Bldg	\$436,000.00	1-Oct-14	1-Jun-15	100%	Brown County	Boldt Technical Services
14070	UW-Sheboygan Engineerign Lab Addition	\$1,208,000.00	1-Dec-14	1-Jul-15	100%	Sheboygan County	Bray Architects
15015	Chappel Elementary School Addition & Renov	\$4,177,000.00	20-Apr-15	30-Sep-15	100%	Green Bay Area Public School District	Berners-Schober Associates, Inc.
15030	Ashwaubenon Community Center	\$3,500,000.00	1-Oct-15	30-Jun-16	30%	Village of Ashwaubenon	Bray Architects
15050	Winnebago Mental Health Gordon Hall Upgrad	\$980,000.00	1-Oct-15	1-Apr-16	35%	State of WI Dept of Admin.	Andhold Engineering
15060	Bay Beach Tot Rides	\$500,000.00	15-Oct-15	30-Mar-16	80%	City of Green Bay	AECOM

Attachment: 6-SMA qual docs (RESOLUTION 3362 : Combined DPW Facility Construction Contract

** LEED PROJECT ## Daily Reporter "TOP PROJECT" Nominee

Packet Pg. 136

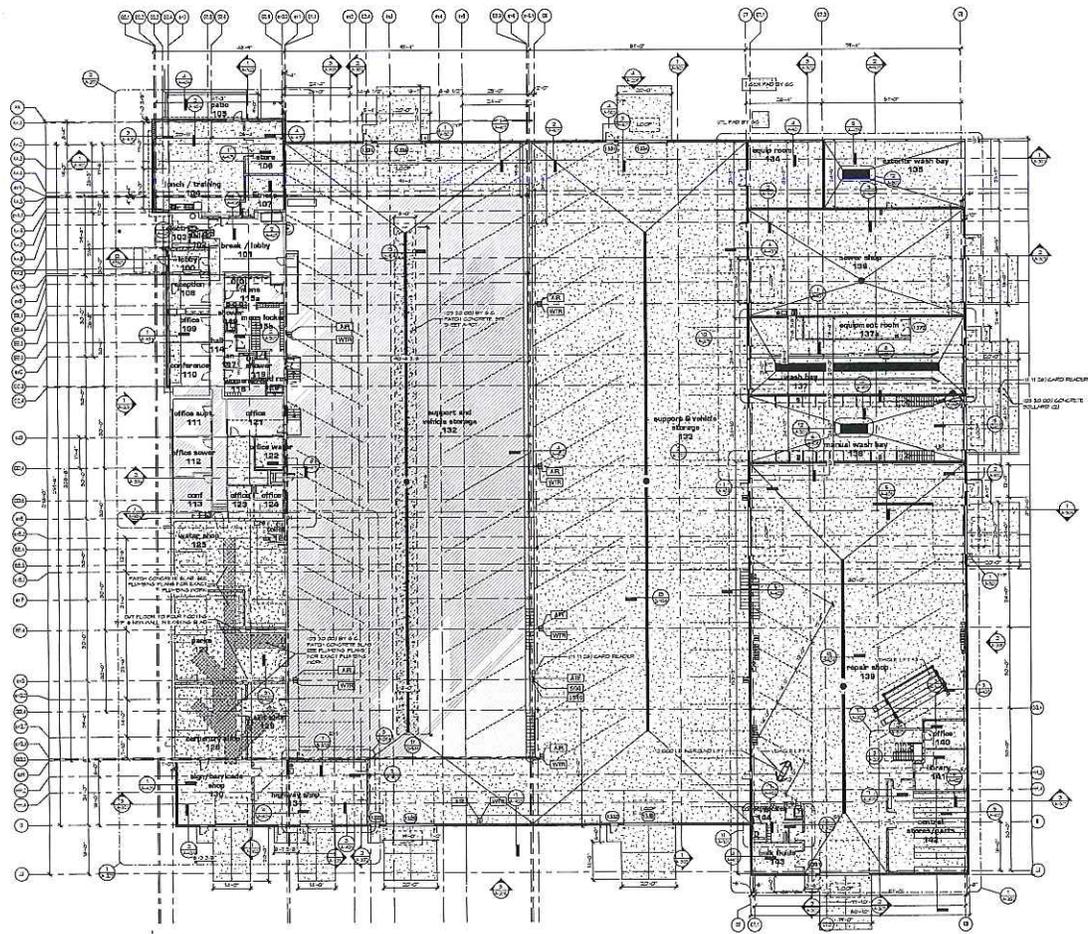
REFERENCES

7.b.f

Owner/Architect Contacts:

Berners-Schobers Architects	Steve Srubas	920-569-8664		310 Pine Street	Green Bay, WI 54301
Berners-Schobers Architects	Ian Griffiths	920-432-4865		310 Pine Street	Green Bay, WI 54301
Mead & Hunt, Inc.	Matt Dubbe	952-941-5619		7900 West 78th Street, Suite 370	Minneapolis, MN 55439
Mead & Hunt, Inc.	Robert Kapsner	608-443-0510		6501 Watts Road	Madison, WI 53719-2700
Venture Architects	Gary Jaeger	414-271-3359		205 W. Highland Ave.	Milwaukee, WI 53203
Kimberly Clark	Jason Ideus	920-202-2618		W6328 Discovery Drive	Appleton, WI 54914
Robert E. Lee	David Welsing	920-662-9641		4664 Golden Pond Park Ct	Hobart, WI 54155
Sheboygan County	Jim TeBeest	920-459-4349		615 North 6th Street	Sheboygan, WI 53081
Outagamie County / ATW Airport	Abe Weber	920-832-5267		W6390 Challenger Drive, Ste 201	Appleton, WI 54914
Kewaunee County	Edward Dorner	920-388-7111		810 Lincoln Street	Kewaunee, WI 54216
Brown County	Jeff Oudeans	920-448-4053		325 E Walnut St. Rm 220	Green Bay, WI 54305-3600
City of Green Bay	Mike Moizahn	920-609-4753		100 North Jefferson St. Rm 300	Green Bay, WI 54301-5026
Town of Humboldt	Norb Dantinne	920-371-7040		575 S New Franken Road	Green Bay, WI 54311
City of Waupun	Dick Flynn	920-324-7918		201 E Main Street	Waupun, WI 53963

Attachment: 6-SMA qual docs (RESOLUTION 3362 : Combined DPW Facility Construction Contract



DATE: 11/15/2018

Attachment: A-201 (11/15/2018) COMPLETE SET SHEET A-201 Overall Floor Plan (RESOLUTION 1012 - Combined DPW/Facility Construction Contract Award)

Overall Floor Plan
 PLAN NUMBER: A-201
 SCALE: 1/8" = 1'-0"
 10/20/2018
 City of Houston, Highway Division, Additive
 10000 Industrial Drive, Houston, TX 77032
 December 7, 2018



PLAN NUMBER: A-201



11333 N. Cedarburg Rd
Mequon, WI 53092-1930
Phone: 262-236-2934
Fax: 262/242-9655

www.ci.mequon.wi.us

Office of Engineering

TO: Common Council
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: February 29, 2016
SUBJECT: Resolution 3363 Contract Award for the Consultant Contracts Associated with the Combined Department of Public Works Facility

Background

With the award of the Combined DPW Facility construction contract, several additional services are required. This memo and the associated resolution request approval of the consultant contracts for those services.

Analysis

The request for proposals identified for the design contract included preference for the design firm to also complete the construction management upon award of the construction contract. Staff did not pursue additional quotes for the construction management services as it has full confidence in Kueny Architects. Additionally, Kueny Architects as the professionally licensed designers of the project are legally obligated to provide specific services during the construction phase. Adding an additional consultant to the process would increase fees for the project and not provide cost efficiencies to the City.

Kueny provided recommendations for the geotechnical services and asbestos abatement based upon work experience and cost efficiency. We Energies is the only entity that may provide the electrical service.

Fiscal Impact

Each consultant contract is within the amount estimated for the project as a part of the borrowing.

Recommendation

Staff recommends that the Public Works Committee favorably endorse and the Common Council approve Resolution 3363 awarding the consultant contracts required for the Combined DPW Facility.

Attachments:
Mequon Summary Recommendation letter (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3363

Resolution 3363 Contract Award for the Consultant Contracts Associated with the Combined
Department of Public Works Facility

WHEREAS, a number of consultant services are required as a part of the construction of
the Combined Department of Public Works Facility; and

WHEREAS, these services are critical to the execution of the construction contract and
oversight of the construction process; and

WHEREAS, the City received quotes from these consultants; and

WHEREAS, City staff recommends that consultant services totaling \$120,254 be award to
the following contractors:

- Kueny Architects (Construction Management): \$55,000
- Gestra Engineering (Geotechnical Services): \$25,460
- Pars Professional Asbestos Removal and Services Corporation (Asbestos
Abatement): \$12,927
- We Energies (Electric Service): \$26,867; and

WHEREAS, the Public Works Committee at its meeting on March 8, 2016 agreed with
the staff recommendation to award the consultant contracts to various consultants for a total of
\$120,254; and

WHEREAS, adequate funds for this contract are provided by the borrowing authorized in
Resolution 3364, and will be allocated to account 410795 10023;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of
Mequon that the quotes for the consultant contracts for the Combined Department of Public
Works Facility has been reviewed and endorsed by the Public Works Committee at its March 8,
2016 meeting and hereby authorizes staff to award a contracts with the various consultants.

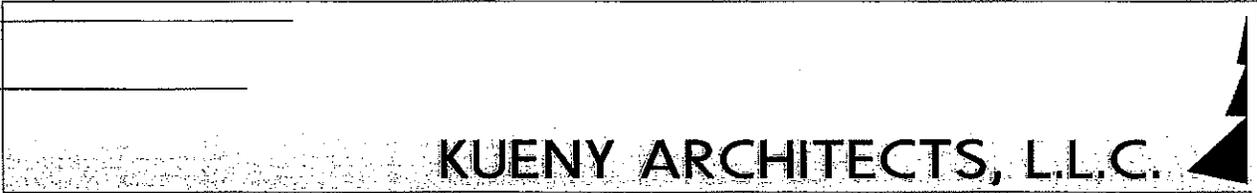
Approved by: Dan Abendroth, Mayor

Date Approved: March 8, 2016

I certify that the foregoing Resolution was adopted by the Common Council of the City
of Mequon, Wisconsin, at a meeting held on March 8, 2016.

William H. Jones, Jr., City Clerk

Published: _____

**KUENY ARCHITECTS, L.L.C.**

February 29, 2016

City of Mequon
Public Works Facility
11333 Cedarburg Road
Mequon, WI 53092
Attn: Kristen Lundeen

Dear Kristen

Please note the following contracts Kueny Architects recommends for approval

1. Gestra Engineering for geotechnical services amount of \$25,460 not to exceed.
2. Parss Professional Asbestos Removal and Services Corp. for asbestos abatement \$12,927 not to exceed.

Very Truly Yours,

Jon P. Wallenkamp
Jon Wallenkamp, AIA *JS*

Attachment: Mequon Summary Recommendation letter (RESOLUTION 3363 : Combined DPW Facility Consultant Award)



11333 N. Cedarburg Rd
 Mequon, WI 53092-1930
 Phone: 262-236-2915
 Fax: 262/242-9655

www.ci.mequon.wi.us

Office of Human Resources

TO: Common Council
FROM: Jesse Thyges, Asst City Administrator/Human Resource Manager
DATE: March 8, 2016
SUBJECT: Resolution Approving and Entering into an Agreement with SBA Towers IX, LLC for Location of a Wireless Communications Tower and Ground Facilities at River Barn Park (9808 N. Cedarburg Road)

Background

Alexander Novak (Novation Group Consulting, Ltd.) is working on behalf of Verizon to locate a 120 foot tall cellular tower in Mequon at River Barn Park. The proposal to locate within River Barn Park presents not only an opportunity for outside revenue but also has provided the ability for the City to have some governance over its placement/aesthetics since, recent changes in State law have significantly limited municipal regulation of cellular towers.

The Planning Commission, at their July 20, 2015 meeting, unanimously voted to approve this item subject to staff recommendations and to refer the matter back to the Park Board for further review and to find a site further away from adjacent residential property owners. This action was based upon the Commission's limited jurisdiction due to the changes in State law.

At their August 8, 2015 meeting, the Park Board took the following action: "A motion by Fran Rechcygl and seconded by Jim Lysaught to support locating the cell tower at the north end of River Barn Park east of the cemetery with approval by Department of Transportation for an access road passed by acclamation."

Since receiving the Park Board's approval the developer has worked towards and secured the necessary Department of Transportation access permit. An aerial photograph/site plan is attached as Exhibit A.

Analysis

The final piece to the approval process, prior to building permits being obtained, is the consideration of a ground lease agreement for a 6,606 square foot area for the construction of a cellular tower and associated equipment.

The proposed agreement, attached as Exhibit B, calls for an initial term of 5-years with an automatic renewal of up to ten additional 5-year terms. All told, if left unchanged, the agreement would run for a total of 55 years. In the event that the ground lease is terminated, the Lessee has 90-days in which to return the area back to its original condition.

A "termination fee" clause has also been included within the agreement to further protect the City. The "termination fee" during the initial 5-year term is either equal to the balance of the current year's rent or the total remaining rent on the 5-year term, whichever is greater. During subsequent terms, the "termination fee" clause changes slightly to equal the balance of the current year's rent or the total remaining rent on that particular 5-year term, whichever is less.

Fiscal Impact

The terms of the proposed lease include a \$1,000 monthly lease payment, or \$12,000 annually, to the City. Historically, ground leases do not carry the same value as leases for space upon existing tower structures (i.e. water towers, communication towers, etc.). Staff has researched recent ground leases in the area and has found the proposed lease rate to be appropriate. It should also be noted that maintenance/service as well as any potential removal costs are the responsibility of the tower company and not the City.

Recommendation

Based upon the site plan approvals, as well as the realization of an additional revenue source for the City, staff recommends approval of the resolution to authorize the City Administrator and City Attorney to finalize a lease for location of a cellular tower in River Barn Park in accord with the approved site plans.

Attachments:

Exhibit A: River Barn Park North Location (PDF)

Exhibit B: DRAFT_ground lease doc(PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3365

Resolution Approving and Entering into an Agreement with SBA Towers IX, LLC for Location of a Wireless Communications Tower and Ground Facilities at River Barn Park (9808 N. Cedarburg Road)

WHEREAS, SBA Towers IX, LLC is desirous of leasing space to construct a wireless communications tower and placement of its equipment into the ground facility located adjacent to the tower within the City of Mequon’s River Barn Park, and

WHEREAS, the City wishes to encourage location of such facilities in such a manner that avoids an undue proliferation of sites within the community, and the proposed siting of the wireless communications facilities at River Barn Park serves that goal, and

WHEREAS, the site plan and location of the proposed wireless communications tower and associated facilities have been approved by the Planning Commission and the Park Board respectively;

WHEREAS, the proposed Lease Agreement by and between the City and SBA Towers IX, LLC has been favorably recommended by the Finance and Personnel Committee;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Mequon that the Lease Agreement between the City and SBA Towers IX, LLC, in substantial conformity to the form and substance of the document appended hereto, is hereby approved, and the appropriate City Officers are directed to execute such agreements on behalf of the City.

Approved by: Dan Abendroth, Mayor

Date Approved: March 8, 2016

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 8, 2016.

William H. Jones, Jr., City Clerk

Published: _____



Google earth



Attachment: Exhibit A: River Barn Park North Location (RESOLUTION 3365 : River Barn Park Cell Tower Ground Lease)

OPTION & LAND LEASE

This Option and Land Lease, hereinafter referred to as "Lease", is made the last day executed below by and between CITY OF MEQUON, a Wisconsin municipal corporation, having an address of 11333 North Cedarburg Road, Mequon, Wisconsin 53092, hereinafter referred to as "Lessor", and SBA TOWERS IX, LLC, a Delaware limited liability company, having an office at 8051 Congress Avenue, 2nd Floor, Boca Raton, Florida 33487-1307, hereinafter referred to as "Lessee."

1. The Option.

(a) For the sum of One Thousand and No/100 Dollars (\$1,000.00) (the "Option Fee"), to be paid to Lessor by Lessee upon execution of this Lease and other good and valuable consideration, Lessor hereby grants to Lessee the exclusive and irrevocable option for one (1) year from the date hereof (the "Initial Option Period"), to lease the Leased Space (as defined below) on the terms and conditions set forth below (the "Option"). The Option may be extended for an additional one (1) year period upon written notification to Lessor by Lessee accompanied by the payment of an additional One Thousand and No/100 Dollars (\$1,000.00) (the "Additional Option Fee"), delivered to Lessor prior to the end of the Initial Option Period. The Initial Option Period, as it may be extended, is referred to herein as the "Option Period."

(b) In the event the Additional Option Fee is not made and/or written notice not delivered by the due date for the same, then the Option will terminate and this Lease will terminate and Lessor will be entitled to retain all previously paid sums as full payment for the Option granted hereunder. However, if Lessor accepts any Additional Option Fee, Rent (as defined below), and/or written notice after the due date for the same, then Lessee's failure to make timely payment of the additional fee will be deemed waived and this Lease will be reinstated. Upon Lessee's exercise of the Option, the Lease which follows will take effect and Lessee shall be entitled to a credit for all Option Fees paid against Rent due under this Lease.

(c) During the Option Period, Lessee shall have the right to enter Lessor's property to conduct tests and studies, at Lessee's expense, to determine the suitability of the Leased Space for Lessee's intended use. The tests may include, without limitation, surveys, soil tests, environmental assessments and radio wave propagation measurements.

(d) Lessee agrees that it will, upon the conclusion of its testing, remove any equipment installed on Lessor's property, repair any damage to Lessor's property, and will return Lessor's property to the condition it was in before Lessee's entry onto Lessor's property. In the event any equipment installed on Lessor's property by Lessee is not timely removed by the end of the Option Period, upon prior written notice to Lessee, Lessor will have the right to remove such equipment, and Lessee agrees to be responsible for the reasonable costs of such removal.

(d) Lessee may exercise the Option by delivery of written notice to Lessor in accordance with the Notice provision specified herein. Upon Lessee's exercise of the Option, the Lease which follows will take effect.

2. Leased Space and Premises. Upon Lessee's exercise of the Option, Lessor shall lease, and hereby leases, to Lessee approximately 6,606 square feet of space as depicted in Exhibit A attached hereto (the "Leased Space") within the property commonly

known as 9808 N. Cedarburg Road, City of Mequon, County of Ozaukee, State of Wisconsin 53092, Property Parcel Id: 14-050-13-01-000 with the legal description set forth in Exhibit B attached hereto ("Premises"). Lessor also hereby grants to Lessee the right to survey the Leased Space at Lessee's cost. The survey will automatically replace Exhibit A and be made a part hereof. The Leased Space legal and access and utility easement set forth in the survey will replace any parent parcel description set forth in Exhibit B as soon as it becomes available. In the event of any discrepancy between the description of the Leased Space contained herein and the survey, the survey will control. The Leased Space will be utilized to construct, support and operate a wireless communications facility, including a communications tower, antennas, cables, and related structures and improvements (collectively the "Structures"), including the uses as permitted and described in Section 11 of this Lease and for any other purpose with the Lessor's prior written consent which shall not be unreasonably withheld, conditioned or delayed.

3. Term. The initial term of this Lease will be five (5) years from the "Commencement Date" specified below (in no event shall this date be earlier than the date on which Lessee exercises the Option) and shall automatically renew for up to ten (10) additional terms of five (5) years each unless Lessee notifies Lessor of its intention not to renew prior to commencement of the succeeding renewal term.

4. Rent. The rent for the first five (5) years of the Lease will be One Thousand and No/100 Dollars (\$1,000.00) per month (the "Rent"), paid monthly in advance, which Lessee will pay to Lessor at the place as Lessor will designate to Lessee in writing. If the initial term or any renewal term does not begin on the first day or end on the last day of a month, the Rent for that partial month will be prorated by multiplying the monthly Rent by a fraction, the numerator of which is the number of days of the partial month included in the initial term or renewal term and the denominator of which is the total number of days in the full calendar month. Beginning with the second (2nd) year of the Lease and every year thereafter, the then current monthly rental fee will be increased by three (3%) percent. Each such year shall commence on the corresponding anniversary of the Commencement Date. Lessee is entitled to withhold payment of Rent until such time as Lessee receives a completed W-9 form from Lessor, setting forth the Federal tax identification number of Lessor or the person or entity to whom the Rent checks are to be made payable as directed in writing by Lessor. The parties acknowledge and agree that the foregoing is a reasonable requirement in order to allow Lessee to comply with its legal requirements.

5. Ingress and Egress. Lessor hereby grants to Lessee an easement (the "Easement") for ingress, egress and regress over the Premises adjacent to the Leased Space for construction, operation and maintenance of the Structures on the Leased Space, and for installation, construction, operation and maintenance of underground and above ground telephone, telegraph, and power lines, in connection with its use of the Leased Space. The term of this Easement will commence upon exercise of the Option and will continue until the last to occur of (i) expiration of the initial term or renewal term, or (ii) removal by Lessee of all of its property from the Leased Space after expiration of the initial term or renewal term. The location and configuration of the Easement will be agreed upon by

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the parties within ten (10) business days after the latter of Lessee's exercise of the Option, or Lessee's approval of the survey. The Easement shall be included in any recorded Memo (as hereinafter defined) of this Lease. In addition, at Lessee's request and expense, this Easement will be set forth in a separate easement agreement (the "Easement Agreement") which Lessor and Lessee agree to execute and which Lessee will have recorded as an encumbrance on the property of Lessor. In all events, the Easement and this Lease shall be binding upon all subsequent owners, successors and assigns.

Lessee agrees that Lessor may, at Lessor's expense, relocate the above described easements to another comparable location on the Premises provided that: (a) Lessee receives no less than sixty (60) days prior written notice thereof; (b) Lessee approves the proposed new location of the easement, which approval will not be unreasonably withheld or delayed; (c) Lessee's access and beneficial use and enjoyment of the Leased Space is not interrupted, obstructed or materially affected; and (d) the utility services to the Leased Space are not interrupted.

6. Title and Quiet Possession. Lessor represents and covenants that Lessor owns the Leased Space in fee simple terms, free and clear of all liens, encumbrances and restrictions of every kind and nature, except for those as set forth below:

<u>Name of Lien holder</u>	<u>Type of Lien</u>
N/A	

Lessor represents and warrants that there are no matters affecting title that would prohibit, restrict or impair the leasing of the Leased Space or use or occupancy thereof in accordance with the terms and conditions of the Lease. Lessor represents and warrants to Lessee that Lessor has the full right to make this Lease and that Lessee will have quiet and peaceful possession of the Leased Space throughout the initial term or renewal term.

7. Subordination, Non-disturbance and Attornment.

(a) Lessee agrees that this Lease will be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Leased Space and to all modifications thereto, and to all present and future advances made with respect to any such mortgage or deed of trust; provided that, the holder of any such instrument agrees in writing that Lessee's possession of the Leased Space will not be disturbed so long as Lessee will continue to perform its duties and obligations under this Lease and Lessee's obligation to perform the duties and obligations will not be in any way increased or its rights diminished by the provisions of this paragraph. Lessee agrees to attorn to the mortgagee, trustee, or beneficiary under any such mortgage or deed of trust, and to the purchaser in a sale pursuant to the foreclosure thereof; provided that, Lessee's possession of the Leased Space will not be disturbed so long as Lessee will continue to perform its duties and obligations under this Lease. Lessee's obligations hereunder are conditioned upon receipt by Lessee, within ten (10) business days after Lessee's notice of its intent to exercise the Option, or within ten (10) business days after the date of creation of any future mortgages or deeds of trust, of a Subordination, Non-disturbance and Attornment Agreement in form reasonably acceptable to Lessee, from any holder of a mortgage, deed to secure debt, or deed of trust to which this Lease is, or will become, subordinate.

(b) **Secured Parties.** Lessee may from time to time grant to certain lenders selected by Lessee and its affiliates (the "Lenders") a lien on and security interest in Lessee's interest in the Lease and all

assets and personal property of Lessee located on the Leased Space (the "Personal Property") as collateral security for the repayment of any indebtedness to the Lenders. Lessor hereby agrees to subordinate any security interest, lien, claim or other similar right, including, without limitation, rights of levy or distraint for rent, Lessor may have in or on the Personal Property, whether arising by agreement or by law, to the liens and/or security interests in favor of the Lenders, whether currently existing or arising in the future. Nothing contained herein shall be construed to grant a lien upon or security interest in any of Lessor's assets. Should Lender exercise any rights of Lessee under the Lease, including the right to exercise any renewal option(s) or purchase option(s) set forth in the Lease, Lessor agrees to accept such exercise of rights by Lenders as if same had been exercised by Lessee, and Lessee, by signing below, confirms its agreement with this provision. If there shall be a monetary default by Lessee under the Lease, Lessor shall accept the cure thereof by Lenders within fifteen (15) days after the expiration of any grace period provided to Lessee under the Lease to cure such default, prior to terminating the Lease. If there shall be a non-monetary default by Lessee under the Lease, Lessor shall accept the cure thereof by Lenders within thirty (30) days after the expiration of any grace period provided to Lessee under the Lease to cure such default, prior to terminating the Lease. The Lease may not be amended in any respect which would be reasonably likely to have a material adverse effect on Lenders' interest therein or surrendered, terminated or cancelled, without the prior written consent of Lenders. If the Lease is terminated as a result of a Lessee default or is rejected in any bankruptcy proceeding, Lessor will enter into a new lease with Lenders or their designee on the same terms as the Lease within fifteen (15) days of Lenders' request made within thirty (30) days of notice of such termination or rejection, provided Lenders pay all past due amounts under the Lease. The foregoing is not applicable to normal expirations of the term of the Lease. In the event Lessor gives Lessee any notice of default under the terms of the Lease, Lessor shall simultaneously give a copy of such notice to Lender at an address to be supplied by Lessee. Lessee shall have the right to record a memorandum of the terms of this paragraph.

8. Governmental Approvals and Compliance. During the initial term or renewal term, Lessee will make reasonable efforts to comply with all applicable laws affecting Lessee's use or occupancy of the Leased Space, the breach of which might result in a penalty on Lessor or forfeiture of Lessor's title to the Leased Space. Lessee will not commit, or suffer to be committed, any waste on the Leased Space. Lessor agrees to fully cooperate with Lessee in order to obtain the necessary permits for construction and use of the Leased Space and its Structures (including any modification(s) to the tower or Leased Space or the addition(s) of equipment or sublessees to the tower or Leased Space), including, but not limited to, zoning approvals/permits and building permits. Lessor agrees not to take any action that may adversely affect Lessee's ability to obtain all of the necessary permits required for construction of the Structures. Lessee will obtain any necessary governmental licenses or authorizations required for the construction and use of Lessee's intended Structures on the Leased Space and will furnish copies of same to Lessor as same are issued. Notwithstanding the above, it is understood and agreed that by entering into this Lease the Lessor cannot, and is not, guaranteeing the issuance of any such approvals/permits. Lessee understands that it must obtain such approvals/permits through the appropriate governmental bodies as all

other applicants would be required. If and to the extent Lessee is at any time required to landscape or provide screening around the outside of the tower or Leased Space, Lessor hereby grants Lessee an easement ten (10) feet in width around the perimeter of and adjacent to the Leased Space in order to comply with such landscaping or screening requirements.

9. **Assignment and Subleasing.** Lessee may sublet all or part of the Leased Space or may assign or transfer this Lease in whole or in part without Lessor's consent. Upon such assignment, Lessee shall be relieved of all liabilities and obligations under this Lease. Lessor may not assign the Rent or the Lease or any rights hereunder, or grant any interest in any portion of the Premises, except in connection with conveyance of fee simple title to the Premises, without the prior written consent of Lessee, in Lessee's sole and absolute discretion. In the event that Lessee from time to time subleases all or a portion of the Leased Space or as otherwise reasonably required by Lessee for work at the Leased Space, Lessor hereby grants to Lessee a temporary construction easement over such portion of the Premises as is reasonably necessary for such work. Following the completion of such work, Lessee shall, at Lessee's sole cost and expense, promptly repair any damage to the temporary easement area arising from Lessee's use thereof.

10. **Notices.** All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Lease will be in writing, signed by the notifying party, or officer, agent or attorney of the notifying party, and will be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Lessor: City of Mequon
Attn.: City Administrator
11333 North Cedarburg Road
Mequon, WI 53092
Phone # - (262) 242-3100

Rent Payable to: City of Mequon

To Lessee: SBA TOWERS IX, LLC
8051 Congress Avenue, 2nd Floor
Boca Raton, FL 33487-1307
RE: Mequon/WI16627-B
Attn: Site Administration
Phone # - (561) 995-7670

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by the party as above provided. Simultaneously with any notice of default given to Lessee under the terms of this Lease, Lessor shall deliver a copy of such notice to Lender at an address to be provided by Lessee.

11. **Lessee Improvements.** Lessee has the right, at its sole expense, to make the improvements on the Leased Space as it may deem necessary, including any improvements necessary for the construction and operation of the Structures. Lessee will be responsible for the cost of any site preparation work necessary to prepare the Leased Space to support the Structures. All Lessee's

improvements, including but not limited to, prefabricated buildings, generators, fencing, Structures and any other improvements will remain the property of Lessee. The Structures may be used for the transmission, reception and relay of communication signals, including, without limitation, radio frequency signals. Upon termination of this Lease, Lessee shall within ninety (90) days restore the Leased Space to its original condition at the commencement of this Lease to a level of two (2) feet below grade, except for ordinary wear and tear and loss by the elements or damages over which Lessee had no control. Lessor shall receive monthly rental payments until such time as the tower is removed and the Structures from the Premises.

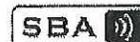
12. **Insurance.** Lessor - Lessor, at all times during the initial term or renewal term of this Lease, will maintain in full force a comprehensive public liability insurance policy covering all of their operations, activities, liabilities and obligations on the Leased Space, having limits not less than One Million Dollars (\$1,000,000) which will name Lessee as an additional insured party. On or before the Commencement Date, Lessor will give Lessee a certificate of insurance evidencing that such insurance is in effect. Such insurance shall name Lessee as an additional insured with respect to the Leased Space, shall be issued by an insurance company authorized to do business in the state in which the Leased Space is located and shall provide thirty (30) days prior written notice to the Lessee of any cancellation of such policy. Lessor shall deliver to Lessee a renewal certificate evidencing that such insurance is in effect within ten business days of Lessee's request for such insurance. Lessee - Lessee, at all times during the Option Period and the term(s) of this Lease, will maintain in full force a comprehensive public liability insurance policy covering all of its operations, activities, liabilities and obligations on the Leased Space, having limits not less than One Million Dollars (\$1,000,000). On or before the Commencement Date, Lessee will give Lessor a certificate of insurance evidencing that such insurance is in effect. Lessee shall deliver to Lessor a renewal certificate evidencing that such insurance is in effect within ten (10) business days of Lessor's request for such certificate. The insurance policy shall be issued by an insurance company authorized to do business in the state in which the Leased Space is located and shall provide thirty (30) days prior written notice to the Lessor of any cancellation of such policy. Any insurance required to be provided by Lessee may be provided by a blanket insurance policy covering the Leased Space and other properties leased or owned by Lessee provided that such blanket insurance policy complies with all of the other requirements with respect to the type and amount of insurance.

13. **Operating Expense.** Lessee will pay for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Leased Space and used by Lessee throughout the initial term or renewal term hereof, and all other costs and expenses of every kind whatsoever in connection with the use, operation, and maintenance of the Leased Space and all activities conducted thereon.

14. **Taxes.** Lessee will pay any personal property taxes assessed on, or any portion of the taxes attributable to the Structures. Lessor will pay when due all real property taxes and all other fees and assessments attributable to the Premises.

15. **Maintenance.** Lessee will use best efforts to maintain the Leased Space in good condition and state of repair. Except insofar as Lessee is made responsible by this Lease, Lessor will maintain the premises surrounding the Leased Space in good condition and state of repair.

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Attachment: Exhibit B: DRAFT_ground lease doc (RESOLUTION 3365 : River Barn Park Cell Tower Ground Lease)

16. Hold Harmless. Lessor will be held harmless by Lessee from any liability (including reimbursement of reasonable attorneys' fees and all costs) for damages to any person or any property in or upon the Leased Space at Lessee's invitation, or for damages to any person or property resulting from the actions of Lessee (including damages caused by or resulting from the existence of the Structures) on the Leased Space, unless the damages are caused by, or are the result of, the misconduct or negligence of Lessor or any of Lessor's agents, servants, employees, licensees or invitees. Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Leased Space by Lessee will be so installed, kept, stored or maintained at the risk of Lessee. Lessor will not be responsible for any loss or damage to equipment owned by Lessee which might result from tornadoes, lightning, wind storms, or other Acts of God; provided, however, Lessor will be responsible for, and agrees to hold Lessee harmless from any liability (including reimbursement of reasonable legal fees and all costs), for damages to any person or any property in or upon the Leased Space arising out of the misconduct or negligence of Lessor or any of Lessor's agents, servants, employees, licensees or invitees. Except for willful misconduct, neither Lessor nor Lessee will in any event be liable in damages for each other's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of the damages, and each party, and anyone claiming by or through them, expressly waives all claims for the damages.

17. Termination Rights.

(a) Lessee may terminate this Lease, at its option, after giving Lessor not less than sixty (60) days prior written notice to cure, if: (i) any governmental agency denies a request by Lessee for a permit, license or approval which is required for Lessee to construct or operate the Structures on the Leased Space or any such permit is revoked; (ii) Lessee determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems cannot reasonably be corrected, impair or restrict Lessee from using the Leased Space for Lessee's intended purpose; (iii) Lessee determines that it does not have acceptable and legally enforceable means of ingress and egress to and from the Leased Space; (iv) Lessor does not have legal or sufficient ownership of or title to the Leased Space or Premises or the authority to enter into this Lease; (v) utilities necessary for Lessee's contemplated use of the Leased Space are not available; (vi) the Leased Space is damaged or destroyed to an extent which prohibits or materially interferes with Lessee's use of the Leased Space or Lessee's equipment and attachments thereto; (vii) the Premises now or hereafter contains a Hazardous Material, unless said material is placed upon the Leased Space or Premises by the Lessee; (viii) Lessee is unable to obtain a Subordination, Non-disturbance and Assignment Agreement; (ix) a material default by Lessor occurs; (x) Lessor fails to perform any of the material covenants or provisions of this Lease or if any representation or warranty contained herein is found to be untrue; (xi) the Leased Space is the subject of a condemnation proceeding or taking by a governmental authority, or quasi-governmental authority with the power of condemnation, or if the Leased Space is transferred in lieu of condemnation (rent will be abated during the period of condemnation or taking); (xii) the use of the site will not sufficiently benefit Lessee economically or commercially; (xiii) if Lessee determines, in its sole discretion that it will not be viable to use the site for its intended purpose; or (xiv) if

Lessee determines, in its sole discretion, that it will be unable to use the site for any reason. In the event of termination by Lessee or Lessor pursuant to this provision, Lessee will be relieved of all further liability hereunder. Any rental fees paid prior to the termination date will be retained by Lessor. In the event Lessor fails to perform its obligations under this Lease for any reason other than Lessee's breach, Lessee may pursue all remedies available at law and in equity. Lessor hereby acknowledges that Lessee will incur significant expenses in reliance on this Lease, and therefore agrees to pay Lessee for all consequential damages which Lessee will suffer as a result of Lessor's breach. In the event Lessor fails to comply with the terms of this Lease, Lessee may, in its sole and absolute discretion, cure any such default, and to the extent Lessee incurs any expenses in connection with such cure (including but not limited to the amount of any real property taxes Lessee pays on behalf of Lessor). Lessee may offset the amount of any such expenses incurred against any rent payable hereunder.

During the initial five-year term if Lessee terminates the Lease, Lessee shall pay to Lessor a termination fee equal to then current year's Rent, or, the total remaining rent due on the then current five-year term, whichever is greater ("Termination Fee"). If Lessee terminates the Lease pursuant to subsections (xii), (xiii), (xiv) above during any term other than the initial five-year term, Lessee shall pay to Lessor a Termination Fee equal to the current year's Rent, or, the total remaining rent on the then current five-year term, whichever is less.

(b) Lessor may only terminate this Lease, at its option, in the event of a material default by Lessee or Lessee's failure to pay Rent when due, which default or failure is not cured within thirty (30) days after Lessee's receipt of written notice of such default or failure. No such failure to cure a material default, however, will be deemed to exist if Lessee has commenced to cure such default within said period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a material default will be excused if due to causes beyond the reasonable control of Lessee.

18. Exclusivity. As part of Lessee's right to the undisturbed use and enjoyment of the Leased Space, Lessor shall not at any time during the term of the Lease (i) use or suffer or permit another person to use any portion of the Premises or any adjacent parcel of land now or hereafter owned, leased or managed by Lessor for the uses permitted herein or other uses similar thereto, or (ii) grant any interest in or an option to acquire any interest in any portion of the Premises that permits (either during the term of the Lease or after the term hereof) any of the uses permitted under the Lease without the prior written consent of Lessee, in Lessee's sole discretion.

19. Binding on Successors. The covenants and conditions contained herein will apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto. Further, this Lease will run with the land and all subsequent purchasers will be subject to the terms and conditions specified herein.

20. Access to Leased Space/Premises. Lessee shall have at all times during the initial term or renewal term the right of access to and from the Leased Space and all utility installations servicing the Leased Space on a 24 hours per day/7 days per week basis, on foot or by motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes over, under and along the right-of-way extending from the nearest accessible public right-of-way.

21. **Governing Law.** The parties intend that this Lease and the relationship of the parties will be governed by the laws of the State in which the Leased Space is located.

22. **Entire Lease.** All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions will be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Lease will not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Lease.

23. **Survey and Testing.** Lessee will have the right during the initial term or renewal term of this Lease (and the Option Period, if applicable) to survey, soil test, and make any other investigations necessary to determine if the surface and subsurface of the Leased Space are suitable for construction and operation of the Structures. If Lessee, prior to completion of the Structures determines that for any reason the surface or subsurface of the Leased Space is not suitable to construct and operate the Structures, this Lease, upon written notice given to Lessor prior to completion of the Structures will become null and void; provided that at Lessee's sole expense the Leased Space will be promptly restored to the extent contemplated by the Lessee Improvements section above and provided further that Lessee will deliver copies of all soil tests and investigation reports to Lessor.

24. **Oil, Gas and Mineral Rights.** Lessor does not grant, lease, let or demise hereby, but expressly excepts and reserves here from all rights to oil, gas and other minerals in, on or under and that might be produced or mined from the Leased Space; provided, however, that no drilling or other activity will be undertaken on or beneath the surface of the Leased Space or Easement area to recover any oil, gas or minerals. This Lease is given and accepted subject to the terms and provisions of any valid oil, gas and mineral lease covering the Leased Space or any part thereof, now of record in the office of the County Clerk, provided, however, that any future oil, gas or mineral lease covering the above-described lands or any part thereof will be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Lessee under the terms of this Lease.

25. **Hazardous Waste.**

(a) The term "Hazardous Materials" will mean any substance, material, waste, gas or particulate matter which is regulated by the local governmental authority where the Leased Space is located, the State in which the Leased Space is located, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or restricted hazardous waste" under any provision of state or local law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. '1251 et seq. (33 U.S.C. '1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recover Act, 42 U.S.C. '6901 et seq. (42 U.S.C. '6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act. 42 U.S.C. '9601 et Seq. (42 U.S.C. '9601). The term "Environmental Laws" will mean all statutes specifically described in the foregoing sentence and all applicable federal, state and local environmental

health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

(b) Lessor represents and warrants that, to the best of Lessor's knowledge, (i) the Leased Space has not been used for the use, manufacturing, storage, discharge, release or disposal of hazardous waste, (ii) neither the Leased Space nor any part thereof is in breach of any Environmental Laws, (iii) there are no underground storage tanks located on or under the Leased Space, and (iv) the Leased Space is free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner breached during the initial term or renewal term of this Lease (a "Breach"), and if a Breach gives rise to or results in liability (including, but not limited to, a response action, remedial action or removal action) under any Environmental Laws or any existing common law theory based on nuisance or strict liability, or causes a significant effect on public health, Lessor will promptly take any and all remedial and removal action as required by law to clean up the Leased Space, mitigate exposure to liability arising from, and keep the Leased Space free of any lien imposed pursuant to, any Environmental Laws as a result of a Breach.

(c) In addition, Lessor agrees to indemnify, defend and hold harmless Lessee, its officers, partners, successors and assigns from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, attorneys' fees, damages, liabilities, demands, interest, fines, penalties and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by Lessee and its grantees as a result of (a) any Breach, or (b) any matter, condition or state of fact involving Environmental Laws of Hazardous Materials which existed on or arose during the initial term or renewal term of this Lease by actions of the Lessor, and which failed to comply with (i) the Environmental Laws then in effect or (ii) any existing common law theory based on nuisance or strict liability.

(d) Lessee agrees to indemnify, defend and hold harmless Lessor, its officers, partners, successors and assigns from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties and expenses, consultant's fees and expenses, court costs, attorney's fees and all other out of pocket expenses, suffered or incurred by Lessor and its grantees as a result of any hazardous materials introduced on the Leased Space by Lessee.

(e) Lessor represents and warrants to Lessee that Lessor has received no notice that the property or any part thereof is, and, to the best of its knowledge and belief, no part of the Premises is located within an area that has been designated by the Federal Emergency Management Agency, the Army Corps of Engineers or any other governmental body as being subject to special hazards.

(f) The covenants of this section will survive and be enforceable and will continue in full force and effect for the benefit of Lessee and its subsequent transferees, successors and assigns and will survive the initial term or renewal term of this Lease and any renewal periods thereof.

26. **Mechanic's and Landlord's Liens.** Lessee will not



cause any mechanic's or materialman's lien to be placed on the Leased Space and Lessee agrees to indemnify, defend and hold harmless Lessor from any such lien from a party claiming by, through or under Lessee.

27. Headings. The headings of sections and subsections are for convenient reference only and will not be deemed to limit, construe, affect, modify or alter the meaning of the sections or subsections.

28. Time of Essence. Time is of the essence of Lessor's and Lessee's obligations under this Lease.

29. Severability. If any section, subsection, term or provision of this Lease or the application thereof to any party or circumstance will, to any extent, be invalid or unenforceable, the remainder of the section, subsection, term or provision of the Lease or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, will not be affected thereby and each remaining section, subsection, term or provision of this Lease will be valid or enforceable to the fullest extent permitted by law.

30. Real Estate Broker. Lessor and Lessee represents and warrants that each other have not signed a listing agreement, dealt with or otherwise agreed to pay a broker's commission, finder's fee or other like compensation to anyone in connection with the lease of the Leased Space or the transaction contemplated by this Lease and Lessor and Lessee agrees to indemnify and hold the other party harmless from and against any such claims or costs, including attorneys' fees, incurred as a result of the transaction contemplated by this Lease.

31. Further Assurances. Each of the parties agree to do such further acts and things and to execute and deliver the additional agreements and instruments (including, without limitation, requests or applications relating to zoning or land use matters affecting the Structures) as the other may reasonably require to consummate, evidence or confirm this Lease or any other agreement contained herein in the manner contemplated hereby. If Lessor fails to provide requested documentation within thirty (30) days of Lessee's request, or fails to provide any Non-Disturbance Agreement required in this Lease, Lessee may withhold and accrue the monthly rental until such time as all such documentation is received by Lessee.

32. Right to Register or Record. Lessee may request that Lessor execute a Memorandum of Option and Land Lease, Memorandum of Land Lease or Short Form of Lease (collectively a "Memo") for recording in the public records. Lessor agrees and authorizes Lessee to attach and/or insert a certified legal description of the Leased Space, once complete, to the Memo and record same in the public records.

33. Interpretation. Each party to this Lease and its counsel have reviewed and had the option to revise this Lease. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Lease or of any amendments or exhibits to this Lease.

34. Condemnation. Lessor shall fully advise Lessee in a timely manner of all condemnation proceedings or prospective condemnation proceedings in order that Lessee may fully protect and prosecute its rights and claims relating to the Leased Space. If the whole of the Leased Space shall be taken or condemned by, or transferred in lieu of condemnation to, any governmental or quasi governmental authority or agency with the power of condemnation

during the initial Option Period, Additional Option Period or initial term or renewal term of this Lease, Lessee shall be entitled to any award based upon its leasehold interest as set forth in this Lease, along with the value of all Lessee's improvements, including, but not limited to, the Structures, prefabricated buildings, generators, fencing and any other improvements and for all of Lessee's other personal property, trade fixtures, fixtures, moving expenses, business damages, business interruption, business dislocation, prepaid Rent or other losses or expenses as may be incurred. In the event only a portion of the Premises, which portion does not include the whole of the Leased Space, shall be taken or condemned by, or transferred in lieu of condemnation to any governmental or quasi-governmental authority or agency with the power of condemnation during the Initial Option Period, Additional Option Period or initial term or renewal term of this Lease, Lessee shall have the option to either: (1) terminate this Lease; or (2) continue in possession of the property pursuant to the terms of this Lease with a proportionate reduction in Rent equal to that portion, if any, of the Leased Space so taken, condemned or transferred in lieu of condemnation. In either event, Lessee shall be entitled to any award based upon its leasehold interest in the portion of the Premises condemned, taken or transferred in lieu of condemnation, along with the value of all Lessee's improvements, including, but not limited to, the Structures, prefabricated buildings, generators, fencing and any other improvements and for all of Lessee's other personal property, trade fixtures, fixtures, moving expenses, business damages, business interruption, business dislocation, prepaid Rent or other losses or expenses as may be incurred. Nothing contained herein shall prohibit Lessee from making its own claims against any condemning authority for any losses or damages Lessee shall incur as a result of a condemnation, or sale in lieu of condemnation, of the whole or any portion of the Premises.

35. Right of First Refusal. If at any time during the term of this Lease, Lessor receives a bona fide written offer from any company or its affiliates (a) engaged in the business of owning, operating or maintaining wireless communications facilities, or (b) having any interest as a landlord, tenant or any other capacity in any wireless communications ground lease or easement (the "Offer") to sell, assign, convey, lease or otherwise transfer or create any interest in the current or future Rent, the Premises or the Leased Space, or any portion thereof, which Lessor desires to accept, Lessor shall first give Lessee written notice (including a copy of the proposed contract) of such Offer prior to becoming obligated under such Offer, with such notice giving Lessee the right to acquire the interest described in the Offer on the terms set forth in the Offer. Lessee shall have a period of thirty (30) days after receipt of Lessor's notice and terms to exercise Lessee's right of first refusal by notifying Lessor in writing. If Lessee has not exercised its right of first refusal in writing to Lessor within such thirty (30) day period, the Offer will be deemed rejected. Lessor may not assign the Rent or this Lease or any rights hereunder, or grant any interest in any portion of the Premises, except in connection with conveyance of fee simple title to the Premises, without the prior written consent of Lessee, in Lessee's sole and absolute discretion. Any action taken by Lessor as part of a scheme or contrivance to circumvent the intent of this Section will cause the monthly Rent payable to Lessor or its successors or assigns to be reduced by fifty percent (50%) for all terms remaining under this Lease.

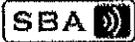
36. Date of Lease. The parties acknowledge that certain

obligations of Lessor and Lessee are to be performed within certain specified periods of time which are determined by reference to the date of execution of this Lease. The parties therefore agree that wherever the term "date of execution of this Lease," or words of similar import are used herein, they will mean the date upon which this Lease has been duly executed by Lessor and Lessee whichever is the later to so execute this Lease. The parties further agree to specify the date on which they execute this Lease beneath their respective signatures in the space provided and warrant and represent to the other that such a date is in fact the date on which each duly executed his or her name.

COMMENCEMENT DATE: The date that Lessee exercises its Option.

Attachment: Exhibit B: DRAFT_ground lease doc (RESOLUTION 3365 : River Barn Park Cell Tower Ground Lease)

Site Name: Mequon
Site No.: W116627-B



IN WITNESS WHEREOF, the parties hereto have executed this Lease on the last day and year specified below.

LESSOR: CITY OF MEQUON,
a Wisconsin municipal corporation

LESSEE: SBA TOWERS IX, LLC,
a Delaware limited liability company

By: _____

By: _____

Print Name: Dan Abendroth

Print Name: Alyssa Houlihan

Title: Mayor

Title: Vice President, Site Leasing

Date: _____

Date: _____

Witness: _____

Witness: _____

Print Name: _____

Print Name: _____

Witness: _____

Witness: _____

Print Name: _____

Print Name: _____

Notary Public:

I do hereby certify that DAN ABENDROTH, who is personally known to me, or who has proved by sufficient evidence to be the person named herein, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Notary Public:

I do hereby certify that ALYSSA HOULIHAN, who is personally known to me, or who has proved by sufficient evidence to be the person named herein, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this _____ day of _____, 20____.

Witness my hand and seal this _____ day of _____, 20____.

Notary Signature

Notary Signature

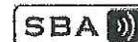
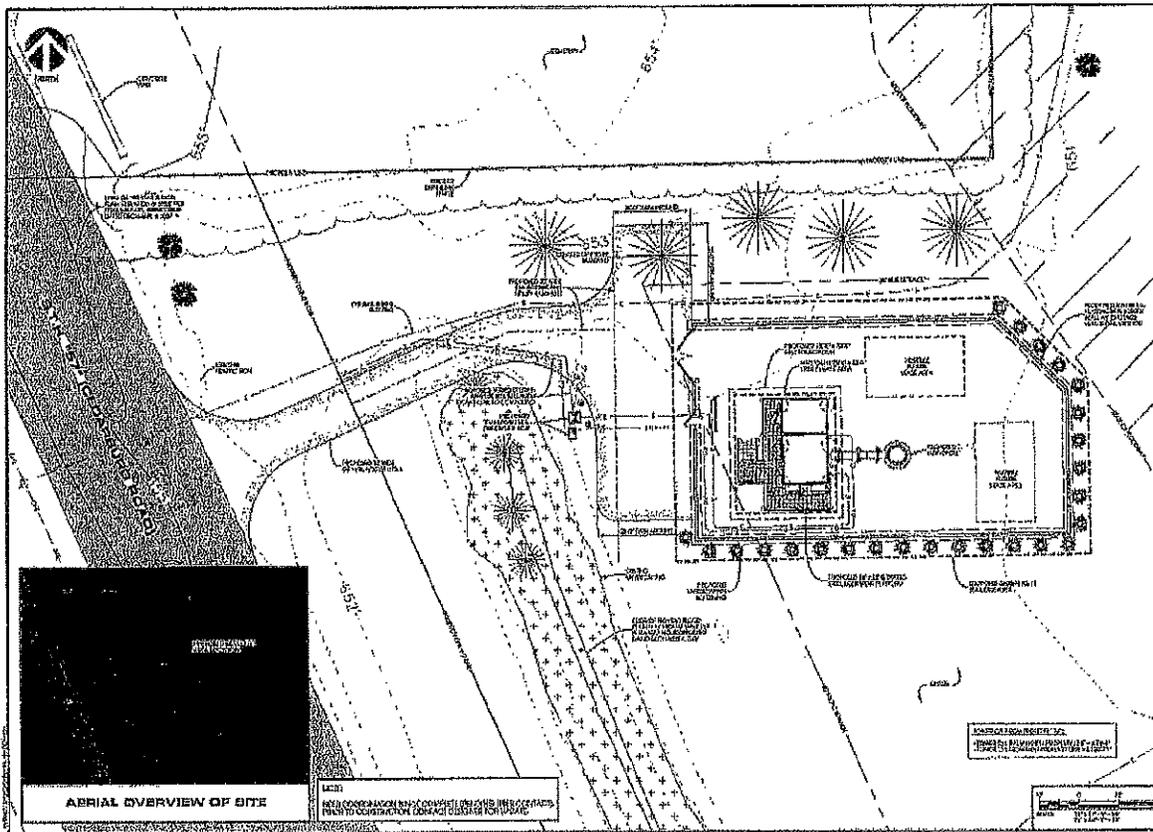


EXHIBIT A

Current Sketch/Survey of the Leased Space within the Premises

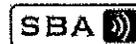
The Leased Space shall consist of 6,606 square feet ground space along with easement rights for access to the Leased Space by vehicle or foot from the nearest public way and for the installation of utility wires, poles, cables, conduits and pipes on the Premises in the approximate locations as depicted below:

DESCRIPTION OF LEASED SPACE TO BE INSERTED UPON COMPLETION OF SURVEY



Initials: _____

Initials: _____



Attachment: Exhibit B: DRAFT_ground lease doc (RESOLUTION 3365 : River Barn Park Cell Tower Ground Lease)

EXHIBIT B

LEGAL DESCRIPTION
ATTACH LEGAL DESCRIPTION FROM DEED

The Leased Space shall consist of 6,606 square feet ground space along with easement rights for access to the Leased Space by vehicle or foot from the nearest public way and for the installation of utility wires, poles, cables, conduits and pipes on the Premises in the approximate locations as depicted below:

DESCRIPTION OF LEASED SPACE TO BE INSERTED UPON COMPLETION OF SURVEY

A portion of:

SITUATED IN THE COUNTY OF OZAUKEE, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:

PARENT PARCEL:

LOT 1, BLOCK 13 OF ASSESSOR'S PLAT OF THE CITY OF MEQUON, FORMERLY TOWN OF MEQUON, OZAUKEE COUNTY, WISCONSIN

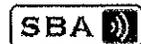
LESS AND EXCEPT: THAT PART CONVEYED TO SOUTH MEQUON TRINITY EVANGELICAL LUTHERAN CHURCH CITY OF MEQUON BY INSTRUMENT RECORDED 07/21/1953 IN BOOK 121, PAGE 406 OF OZAUKEE COUNTY RECORDS.

TAX I.D. NUMBER: 14-050-13-01-000

BEING THE SAME PROPERTY CONVEYED TO, GRANTEE, FROM RICHARD A. WILLIAMS, A MARRIED PERSON AND MARION G. DRANE FORMERLY KNOWN AS MARION G. WILLIAMS, A SINGLE PERSON, AS TENANTS-IN-COMMON, GRANTOR, BY DEED RECORDED 03/29/1995, AS BOOK 926, PAGE 327 OF THE COUNTY RECORDS.

Initials: _____

Initials: _____



Attachment: Exhibit B: DRAFT_ground lease doc (RESOLUTION 3365 : River Barn Park Cell Tower Ground Lease)



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: March 8, 2016
SUBJECT: A Resolution Approving a Development Agreement Between the City of Mequon and Dermond Property Investments, LLC with a Town Center TID Incentive In The Amount of \$647,427

Background: Dermond Property Investments, LLC, has submitted a proposal for a Town Center TID financial incentive under the Fast Track Formula that has been applied to other projects in the City's TIDs, including Outpost Natural Foods. Under the TC TID project plan, qualifying development projects allow for receivership of a financial incentive for redevelopment efforts. The following outlines the criteria:

- New construction value of \$3M beyond the current improvement value.
- The payback period is 15 years or less.
- The maximum incentive allowed is the "gap", which is defined as the removal base improvement value plus the cost of site demolition and repair and a 5% incentive.

Application: Dermond Property Investments, LLC's application shows the following:

- A total new construction value estimated at \$8.0M, which is a net value of \$7.79M beyond the current improvement value of \$204,200.
- A total eligible incentive under the Fast Track Formula of \$647,000.
- A payback period, based on estimated annual tax revenue that would occur in 15 years.

If the City provided an incentive of \$50,000 each year, this allows the City to capture \$80,000, or 61.5% of the total estimated increment annually for the TID. Based on the Council's policy direction at the time of authorizing an incentive, and because it is most beneficial to the City to receive increment early on for the long term health of the district, payment in full each year will likely not be supported.

The percentage split between the City and the applicant in capturing the total increment is similar to the percentage split negotiated for the Outpost Natural Foods TID incentive under the Fast Track Formula. Staff identifies that under this incentive schedule, the Dermond proposal would require a return of increment of approximately \$150,000 in the final year of the TID in order to return the full incentive dollars as estimated under the defined Gap.

The proposal meets the standards to qualify for TID funds. The City's financial consultant, Jim Mann of Ehlers & Associates, Inc. will attend our Board meeting to further discuss the details of the project pro forma and values (please see attached memo dated February 17, 2016). Included for the Board's review is the Dermond Property Investments, LLC, construction costs for demolition and site repair and a copy of the Fast Track Formula under the City's TID incentive policy as it applies to the subject redevelopment site.

Staff Summary: The application complies with the conditions to receive an incentive and meets the policy goals and objectives of the Town Center Zoning and Town Center TID project plan. The Dermond redevelopment proposal has received all necessary approvals by the Council and would be constructed starting in 2016 (please see attached the approved development plans).

The attached Development Agreement is the contractual agreement between the City of Mequon and Dermond Property Investments, LLC, which identifies each parties responsibilities related to implementation of the project at a minimum value, and the associated details and timing of the TIF incentive.

Economic Development Board Recommendation: The Economic Development Board recommended approval of the TIF incentive at their meeting on February 23, 2016 by a vote of 4-2.

Finance & Personnel Committee Recommendation: The Finance & Personnel Committee recommendation is forthcoming on March 8, 2016.

Attachments:

FTFormula03.08.16 (DOCX)

CCattachments (PDF)

DEVELOPMENT AGREEMENT03.08.16 (DOCX)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3367

A Resolution Approving a Development Agreement Between the City of Mequon and Dermond Property Investments, LLC with a Town Center TID Incentive In The Amount of \$647,427

IT IS HEREBY RESOLVED by the Common Council of the City of Mequon that:

The City agrees to the terms of the Development Agreement, in substantial conformity with the form appended to this Resolution, governing the relationship between the parties, affording certain Tax Incremental Financing incentives for the benefit of the Project identified and described therein, and prescribing the terms and conditions for the same and the administration of the Development Agreement for the benefit of Mequon Tax Incremental Financing District No. 3. and the public.

Approved by: Dan Abendroth, Mayor

Date Approved: March 8, 2016

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 8, 2016.

William H. Jones, Jr., City Clerk

Published: _____

Dermond Property Investments
 Fast Track Formula
 02.18.16

Base Improvement Value	204,200	A
Site Repair and Demolition	53,868	B
Total Costs of Gap	258,068	C = A + B
New Development Value	7,991,387	D
5% incentive (Net Improvement Value	389,359	E = .05 x (D-A)
Total City Incentive = Gap plus 5% Incentive	647,427	

Attachment: FTFormula03.08.16 (RESOLUTION 3367 : Approving a Town Center TIF No. 3 Incentive under the Fast Track Formula)



EHLERS
LEADERS IN PUBLIC FINANCE

Memo

To: Kimberly Tollefson, Economic Development Director
City of Mequon

From: James A. Mann, Senior Municipal Advisor/Director

Cc: Dawn Gunderson-Schiel, Senior Municipal Advisor/Vice President

Date: February 17, 2016

Subject: Dermond Development Incentive Proposal

The City has requested Ehlers to review the development proposal to construct 33 residential units at 11130 N. Buntrock Road. As part of the development proposal, the developer, Dermond Properties Incorporated, has requested that the City provide a development incentive in the amount \$647,427.

The overall proposed development would have a developed value range of approximately \$7.5 - \$8.0 M upon completion. The incentive equates to a little over \$19,000 per unit and represents an 8% equity partner in the project.

Ehlers has evaluated the developer cash flow provided by Dermond, and have concluded that without an incentive in the range of what is asked for that the development likely would not occur. Based upon our analysis, the development is thin from cash on cash (COC) and Internal Rate of Return (IRR) perspectives. Typically a developer would look towards a 10% COC return, whereas this project is running sub 10% for the first eight years, including the annual incentive payments. Further, we would expect the developer to be targeting a projected 15% IRR in year ten, however our calculation indicates that the IRR to be in 13% range.

TID Impact

In looking at the overall development value, Ehlers also evaluated the impact that the development would have on TID #3. Based on a development value of approximately \$8.0M, the taxes generated would be approximately \$130,000 annually. The annual incentive payment at the level requested, would commit approximately \$50,000 to repay the municipal revenue obligation (development incentive) over time. The net impact to the TID would be a positive \$800,000.

Ehlers would recommend that if the City chooses to undertake the project at the levels requested, that the City should impose a "look back" on the project expenses and valuation to determine whether the initial incentive level is appropriate prior to the discharging of the municipal revenue obligation.

City of Mequon

Tax Increment District No. 3 Tax Increment Projection Worksheet

Mixed Use	2/12/2008
Anticipated Creation Date	Jan. 1, 2008
Valuation Date	20
Maximum Life (in Years)	15
Expenditure Period (in Years)	19
Revenue Periods/Final Rev Year	2/12/2023
End of Expenditure Period	2/12/2028
Latest Termination Date	Yes
Eligible for Extension/No. of Years	3
Eligible Recipient District	No

Type of District
 Anticipated Creation Date
 Valuation Date
 Maximum Life (in Years)
 Expenditure Period (in Years)
 Revenue Periods/Final Rev Year
 End of Expenditure Period
 Latest Termination Date
 Eligible for Extension/No. of Years
 Eligible Recipient District

Projected Base Value	41,083,100
Property Appreciation Factor	0.50%
Current Tax Rate (Per \$1,000 EV)	\$16.45
Tax Rate Adjustment Factor (Next 2 Years)	
Tax Rate Adjustment Factor (Following 2 Years)	
Tax Rate Adjustment Factor (Thereafter)	

Projected Base Value
 Property Appreciation Factor
 Current Tax Rate (Per \$1,000 EV)
 Tax Rate Adjustment Factor (Next 2 Years)
 Tax Rate Adjustment Factor (Following 2 Years)
 Tax Rate Adjustment Factor (Thereafter)

Discount Rate 1 for NPV Calculation	4.50%
Discount Rate 2 for NPV Calculation	6.50%

Discount Rate 1 for NPV Calculation
 Discount Rate 2 for NPV Calculation

Construction Year	Value Added	Valuation Year	Inflation Increment	Valuation Increment	Revenue Year	Tax Rate	Tax Increment
1 2008		2009	0		2010		
2 2009		2010			2011		
3 2010		2011			2012		
4 2011		2012			2013		
5 2012		2013			2014		
6 2013		2014			2015	16.94	
7 2014		2015	0	0	2016	16.38	0
8 2015		2016	0	0	2017	16.38	0
9 2016	8,000,000	2017	0	8,000,000	2018	16.38	131,029
10 2017		2018	40,000	8,040,000	2019	16.38	131,684
11 2018		2019	40,200	8,080,200	2020	16.38	132,342
12 2019		2020	40,401	8,120,601	2021	16.38	133,004
13 2020		2021	40,603	8,161,204	2022	16.38	133,669
14 2021		2022	40,806	8,202,010	2023	16.38	134,337
15 2022		2023	41,010	8,243,020	2024	16.38	135,009
16 2023		2024	41,215	8,284,235	2025	16.38	135,684
17 2024		2025	41,421	8,325,656	2026	16.38	136,363
18 2025		2026	41,628	8,367,285	2027	16.38	137,044
19 2026		2027	41,836	8,409,121	2028	16.38	137,730

8,000,000	409,121	90,233,352	1,477,896
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Future Value of Increment





City of Mequon
Tax Increment District No. 3
Cash Flow Pro Forma - Dermond Development

Year	Revenues			Expenditures				Balances			Project Cost Principal Outstanding	Year					
	Tax Increments	Investment Earnings	Capitalized Interest 2009 Issue	City Property Sale	Total Revenues	Taxable w/BAB Designation \$6,950,000 2009	Portion of TID #3	Est. Rate Interest	Paying Agent	BAB Fee			Less BAB Rebate	Dermond Development Incentive	Total Expenditures	Annual	Cumulative
2008		0	0		0	0	0.56%						0	0	0	38,895	2008
2009		0	5,598		5,598	0		2,086	400	100	(730)		1,856	5,598	5,598	38,895	2009
2010		28			28	0		2,109	400	100	(738)		1,871	(1,828)	3,770	38,895	2010
2011		19			19	0		2,109	400	100	(738)		1,871	(1,852)	1,918	38,895	2011
2012		10			10	0		2,109	400	100	(738)		1,871	(1,861)	56	38,895	2012
2013		0			0	0		2,109	400	100	(738)		1,871	(1,871)	(1,814)	38,895	2013
2014		0			0	0		2,109	400	100	(738)		1,871	(1,939)	(3,753)	38,895	2014
2015		0			0	839	4.000%	2,109	400	100	(679)		2,769	(2,788)	(6,542)	38,056	2015
2016		0			0	1,399	4.500%	2,076	400	100	(668)		3,306	(3,339)	(9,881)	684,084	2016
2017		0			0	1,399	4.750%	2,013	400	100	(648)		3,264	(3,313)	(13,194)	682,584	2017
2018		131,029			131,029	1,579	5.000%	1,946	400	100	(627)	49,802	53,300	(568)	142,952	631,204	2018
2019		131,684			131,684	1,579	5.000%	1,764	400	100	(600)	49,802	53,737	(568)	222,272	579,443	2019
2020		132,342			132,342	2,239	5.000%	1,652	400	100	(532)	49,802	53,941	(532)	302,447	527,402	2020
2021		133,004			133,004	2,518	5.000%	1,526	400	100	(492)	49,802	54,415	(492)	383,213	475,082	2021
2022		133,669			133,669	3,078	5.100%	1,369	400	100	(441)	49,802	54,588	(441)	464,879	369,042	2022
2023		134,337			134,337	3,358	5.300%	1,191	400	100	(384)	49,802	54,748	(384)	547,465	315,602	2023
2024		135,009			135,009	3,638	5.600%	988	400	100	(318)	49,802	54,748	(318)	631,137	262,023	2024
2025		135,684			135,684	3,778	5.750%	771	400	100	(248)	49,802	54,882	(248)	715,773	208,163	2025
2026		136,363			136,363	4,057	5.750%	537	400	100	(173)	49,802	55,003	(173)	801,393	154,024	2026
2027		137,044			137,044	4,337	6.000%	277	400	100	(89)	49,802	154,712	(89)	886,620	0	2027
2028		137,730			137,730	4,617	6.000%		400	100		149,407	154,712		788,418	0	2028
Total	1,477,886	21,261	5,598	0	1,504,784	38,895		30,605	7,600	1,900	(10,090)	647,427	716,337	788,418	788,418		

Projected TID Closure

NOTES:
Assumes use of \$1.5 M of original borrowed funds plus proportionate share of remaining projects.
Dermond Property Development equals 0.71% of TID, or 38,895 of the initial borrowed amount.
Combination of Dermond Development Incentive and proportionate share of projects amounts to 686,322

Dermond Property Investments
Fast Track Formula
02.18.16

Base Improvement Value	204,200	A
Site Repair and Demolition	53,868	B
Total Costs of Gap	258,068	C = A + B
New Development Value	7,991,387	D
5% incentive (Net Improvement Value	389,359	E = .05 x (D-A)
Total City Incentive = Gap plus 5% Incentive	647,427	



**BUNTROCK MEQUON
APARTMENT BUILDING**

MEQUON, WI

**ESTIMATE DETAIL - BUILDING
CONCEPTUAL DESIGN ESTIMATE**

Monday, November 23, 2015

Attachment: Ccattachments (RESOLUTION 3367 : Approving a Town Center TIF No. 3 Incentive under the

Description	Qty	Unit	\$/Unit					Subtotals						
			Labor	Material	Subs	Labor	Material	Sub	Total					
Existing Building Demolition - 1 Story Brick and Block Building	39,408	CF	\$	\$	\$	0.50	\$	\$	\$	19,704	\$	19,704		
Existing Building Demolition - Frame Shed	1,020	CF	\$	\$	\$	0.50	\$	\$	\$	510	\$	510		
DEMOLITION										Subtotal	\$	20,214	\$	20,214

Description	Qty	Unit	\$/Unit					Subtotals						
			Labor	Material	Subs	Labor	Material	Sub	Total					
Strip Paving / Site (in Site Development Allowance)	4,848	SY	\$	\$	\$	4.66	\$	\$	\$	22,569	\$	22,569		
Cur/Fill/Spread Materials on Site - Assumed Non Contaminated	3,834	CY	\$	\$	\$	1.32	\$	\$	\$	5,079	\$	5,079		
Silt Fence	836	LF	\$	\$	\$	2.00	\$	\$	\$	1,672	\$	1,672		
EXCAVATION										Subtotal	\$	29,320	\$	29,320

Sub-Total	\$	49,534
Contingency	\$	2,471
Insurance	\$	491
Fee	\$	1,362
Total	\$	53,866

2016 Property Records for City of Mequon, Ozaukee County

Tax key number: 140270201000
 Property address: 11130 N Buntrock Ave
 County: Ozaukee
 Owner name: Ked R and R 2 LLC
 Owner address: 757 N Water St Ste 200
 Milwaukee, WI 53202

Legal description: 0890397 PART NW NE 1.00 ACS COMM 1534 FT
 W & 353 FT S NE COR NE S 207 FT E 210 FT N
 207 FT W 210 FT POB SEC 27 T 9 R 21

Twn-Rge-Sec-Qtr-QQ: - - - 27 - -
 Block-Lot / Acres: - / 0.998
 Neighborhood: Buntrock Baehr Commercial
 Nghbrhd group: Business/Industrial Parks

Zoning: _____
 Flood plain? _____
 Districts: Mequon - 4999
 Aldermanic 4
 Leased Commercial
 School 3479
 TIF 1403
 MATC

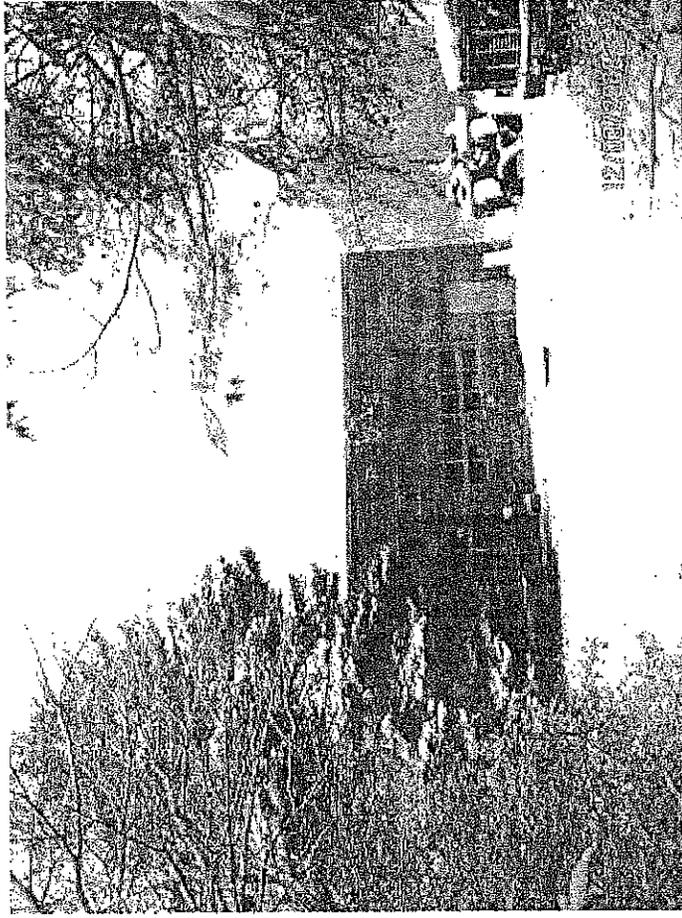
Traffic: Light
 Water: City water
 Sanitary: Sewer

11130 N Buntrock Ave, City of Mequon

Tax key number: 140270201000

Attachment: Ccattachments (RESOLUTION 3367 : Approving a Town Center TIF No. 3 Incentive under the

Assessment History						
Year	Tax Class	Reasons for Change	Acres	Land	Improvements	
2016	Commercial		0.998	\$179,600	\$204,200	
		Totals	0.998	\$179,600	\$204,200	
2015	Commercial		0.998	\$179,600	\$204,200	
		Totals	0.998	\$179,600	\$204,200	
2014	Commercial		0.998	\$179,600	\$204,200	
		Totals	0.998	\$179,600	\$204,200	
2013	Commercial		0.998	\$179,600	\$204,200	
		Totals	0.998	\$179,600	\$204,200	
2012	Commercial		0.998	\$179,600	\$204,200	
		Totals	0.998	\$179,600	\$204,200	
2011	Commercial		0.998	\$179,600	\$204,200	
		Totals	0.998	\$179,600	\$204,200	
2010	Commercial		0.998	\$179,600	\$204,200	
		Totals	0.998	\$179,600	\$204,200	
2009	Commercial	Revalue	0.998	\$179,600	\$204,200	
		Totals	0.998	\$179,600	\$204,200	
2008	Commercial		0.998	\$59,900	\$28,400	
		Totals	0.998	\$59,900	\$28,400	
2007	Commercial		0.998	\$59,900	\$28,400	
		Totals	0.998	\$59,900	\$28,400	
2006	Commercial		0.998	\$59,900	\$28,400	
		Totals	0.998	\$59,900	\$28,400	
2005	Commercial		0.998	\$59,900	\$28,400	
		Totals	0.998	\$59,900	\$28,400	
2004	Commercial		0.998	\$59,900	\$28,400	
		Totals	0.998	\$59,900	\$28,400	
2003	Commercial		0.998	\$59,900	\$28,400	
		Totals	0.998	\$59,900	\$28,400	
2002	Commercial		0.998	\$59,900	\$28,400	
		Totals	0.998	\$59,900	\$28,400	
2001	Commercial		0.998	\$57,000	\$23,000	
		Totals	0.998	\$57,000	\$23,000	
2000	Commercial		1.000	\$57,000	\$23,000	
		Totals	1.000	\$57,000	\$23,000	



Commercial Building Name	
Service Repair Garage	
Tax Class	
(1) Residential	(2) Commercial
(7) Agri homesite	(201) Exempt other
(203) Exempt county	(204) Exempt loca
	(3) Manufacturing
	(202) Exempt stat
	(205) Exempt other
Building Zip Code	Story Height
53092	1.00

Above Grade Section	Section Name	Stories	Perimeter (ft)	Total Area (sf)	Year Built	Expected Life	Years Remaining
	Section 1	1.00	160	1,600	1961	40	25

Occupancies	Designed Use	Actual Use	Construction Class	Avg Height (ft)	Area (sf)	Area (%)	Quality
	Service repair garage		Masonry bearing walls	14.00	1,600	100.0%	Good

Exterior walls	Component Description	Count	Stops	Area (sf)	Area (%)	Quality
	Brick with Block Back-up				30.0%	Average
	Space heater			1,600	100.0%	Average
	HVAC					
	Elevators					
	Fire sprinklers					
	Fire alarms					
	Mezzanines					
	Malls					
	Balconies					



PERSPECTIVE - NORTHWEST CORNER

A03

PERSPECTIVES

11130 BUNTROCK AVE

DATE: 11/08/2015
 PROJECT #: 15-136
 KINDNESS ARCHITECTURE
 DETROIT, MI 48202



PERSPECTIVE - SOUTHWEST CORNER

PERSPECTIVES

A00

11130 BUNTROCK AVE

DATE: 1/09/2015
PROJECT #: 15-108

DERMOC
ARCHITECTURE
DESIGN



PERSPECTIVE - VIEW FROM THE SOUTHEAST

PERSPECTIVES

A11

11130 BUNTROCK AVE

DATE: 11/09/2015
PROJECT #: 15-108

DERMOI
KINDNESS
ARCHITECTURE



NORTH ELEVATION
1/8"=1'-0"



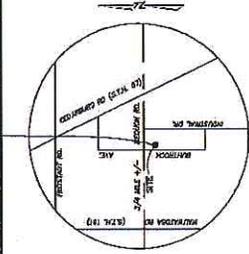
EAST ELEVATION
1/8"=1'-0"

EXTERIOR MATERIAL SCHEDULE

MATERIAL	MANUFACTURER	SIZE	COLOR
BRICK	GLAZED BRICK	MODULAR	DRAGON POINT
STONE CELL	HERITAGE	36" X 8"	BUFF
STONE UNIT	HERITAGE	36" X 24"	BLACK
STONE CHARGED BAND	HERITAGE	8" HIGH	BLACK
FERRIS COAST PANEL 1	JAMES HANDE	4" EXPOSED SMOOTH LAP SIDING	TRIMM BARK
FERRIS COAST PANEL 2	JAMES HANDE	4" EXPOSED SMOOTH LAP SIDING	KNAT BROW
FERRIS COAST PANEL 1	JAMES HANDE	SMOOTH VERTICAL SIDING	TRIMM BARK
FERRIS COAST PANEL 2	JAMES HANDE	SMOOTH VERTICAL SIDING	TRIMM BARK
FERRIS COAST TRIM BOARD	JAMES HANDE	WOOD TRIM BOARD 35'-2.5" AND 11.5"	HANDY DEC

A0
ELEVATIONS
1/8"=1'-0"

11130 BUNTROCK AVE
DATE: 11/02/2015
PROJECT #: 15-136
KINDNESS ARCHITECTURE + DESIGN



VICINITY MAP
NTS

BUILDING FOOTPRINT: 20,654 SF
EXTERIOR PARKING & DRIVE: 7,433 SF
PARKING EXTERIOR: 8 SPACES (1 VAN ACCESSIBLE)



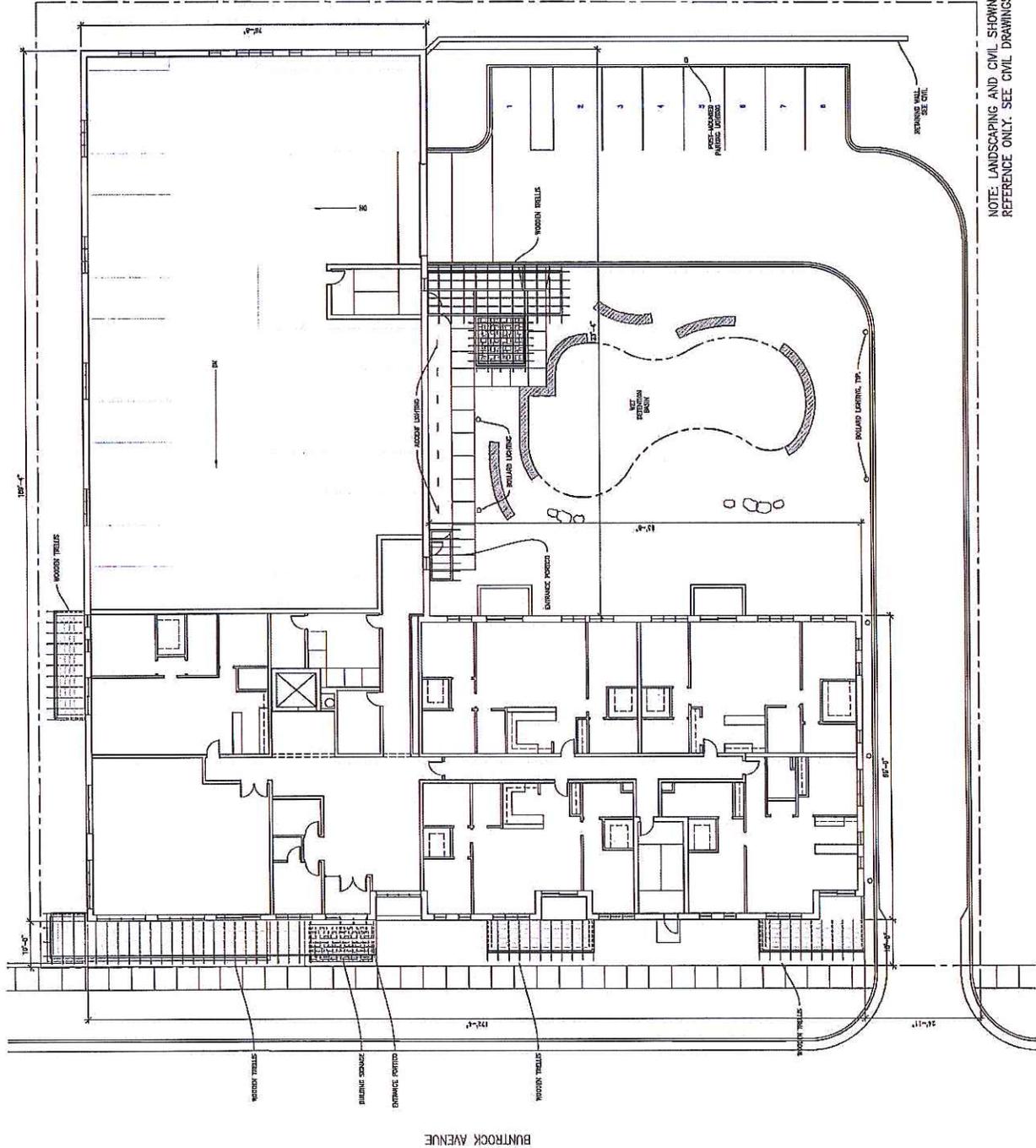
A0'

SITE PLAN
1"=40'-0"

11130 BUNTROCK AVE

DATE: 11/02/2015
PROJECT #: 15-138

REIN BUSINESS ARCHITECTURE
DERMO ARCHITECTURE



NOTE: LANDSCAPING AND CIVIL SHOWN FOR REFERENCE ONLY. SEE CIVIL DRAWINGS.

**11130 North Buntrock Avenue
Planned Unit Development Project Description
Owner's Statement of Intent**

Project Overview

- A. **The Development Team:** Dermond Property Investments intends to build a three-story residential apartment building consisting of 33 apartment units and 63 parking spaces. The project will be located at 11130 North Buntrock Avenue and will consist of three-bedroom, two-bedroom and one-bedroom apartment units. Founded in 2004 by Eric, Max & Stephane Dermond, Dermond Property Investments (DPI) is an integrated Real Estate services Company with operations in acquisitions, new development, historical rehabilitation and property management. In 2009, DPI expanded its real estate portfolio to include residential development. Since its inception, DPI has acquired and redeveloped office properties in the Milwaukee area such as 757 North Water, which won the Downtown Achievement Award in 2007, 757 North Broadway and 225 East Mason, which are all located in downtown Milwaukee's financial district. Other opportunistic Developments include the historic rehabilitation of the Pabst Boiler House located at 1234 North 10th Street, which has won The 2008 Milwaukee Historic Preservation Award, First Place for "Best Renovation Office" in 2009 and BOMA Office Building of the Year Award in 2010 & 2011 and two housing properties Latitude Apartments a 90 unit apartment complex with 7,500 square feet of retail space located at 1857 East Kenilworth Place, and Avante Apartments a 36 unit apartment complex located at 1601 North Jackson Street. With the aim of taking Real Estate Investment to the next level and providing top notch service to its Tenants, DPI owns and manages its properties in order to ensure customer/tenant satisfaction.

Ka+p, led by Scott Kindness, weaves together the principals of creative, efficient problem solving, environmental and fiscal stewardship, and practical application. Our 'Others Thinking' approach ensures that the clients, communities and stakeholders we serve receive thoughtful solutions that are tailored to and wholly appropriate for their goals, objectives, budgets and schedules.

Ka+p has been commissioned for over 1000 high quality, living units for a variety of markets in southeastern Wisconsin totaling more than \$200 million in construction. They are an award winning design firm,

most recently achieving the highest rated residential LEED Neighborhood Development (LEED ND Silver) in the country.

Ka+p has delivered a broad range of unique solutions including comprehensive master plans for neighborhoods, schools, cities, offices, City of Milwaukee, Milwaukee County and the State of Wisconsin; facility assessments; complex phased renovations; new construction; LEED certification; interior remodeling; and streetscape improvements. In total, Ka+p's creative, talented and technically proficient staff has and is involved in projects totaling more than \$585M in construction value.

Matt Burrow is the General Contractor & President of Catalyst Construction. Matt runs one of the leading and fastest growing construction firms in Southeastern Wisconsin and has been recognized extensively as one of the best in the state, having built The Latitude on Kenilworth, Avante on Jackson, Good Harvest Market, Pieper Power, St. John's Marcus Lutheran Expansion, Sentinel Building, Ticket King, WUWM Radio Station, Waukesha Housing Authority, Cambridge Condos, Cornerstone Financial, Lighthouse Development and a host of other commercial, education, government, religious and health care buildings for his clients in the Milwaukee and surrounding area. Catalyst Construction is committed to developing lasting relationships with their clients, delivering high quality services on-time and on-budget

- B. **The Current Status of Property:** The property is 11130 N Buntrock Avenue, parcel number 14-027-02-010.00, located in the Mequon Tax Incremental District #3. It is a one acre parcel, currently owned by KED R&R 2, LLC an LLC owned by Eric Dermond a 43% owner of Dermond Property Investments. Mr. Dermond purchased the property in September, 2008. Dermond Property Investments has held the property since then, with the anticipation of finding the right time for development. The property; land and improvements, is assessed at \$383,800 and taxes for 2014 were \$5,635.
- C. **Uses:** The proposal is for multi-family residential use. The project will target a mixed demographic of both young professionals and empty nesters who have decided to rent rather than own their home. We believe this location in the Town Center district is perfect start for a smaller boutique high quality multi-family residential apartment building. With the development of Mequon Town Center just being completed and the proposed brewery/restaurant to the north of our property, this location will give our tenants many restaurants and services within walking

distance. We also believe that this development will also enhance the success of the Town Center, and also provide a catalyst for future development along Buntrock Avenue and Industrial Drive.

Our intention is to bring new, quality multi-family units that are available in downtown Milwaukee, however, tailored to suburban Mequon and designed in keeping with the Town Center Zoning.

D. Site Statistics

- 1. Gross Land Area: 43,561 SF
- 2. Land Covered By Principal Buildings: 20,654 SF
- 3. Number of Dwelling Units Proposed Per Building: 33
- 4. Unit Mix:

Type of Unit	Quantity	Ave SF	Total SF
3 Bedroom Units with 2 Bath	4	1,809	7,234
2 Bedroom Units with 2 Bath	12	1,423	17,074
1 Bedroom & Den Units with 1 Bath	9	1,051	9,462
1 Bedroom Units with 1 Bath	8	856	6,846
	33	1,231	40,616

Approximately 10,038 square feet for Amenity space and hallways, etc.

- 5. Floor Area Ratio:
 - a. Site area 43,561sf
 - b. Proposed building area 50,654sf
 - c. The proposed building has an FAR of 116.4%. We are asking for this additional area due to the relatively small size of our site. If we were to construct a building that had the number of units allowed under Section 58-301(7) (i) Density bonuses, this would provide for 32 units. We would be allowed to increase the number of dwelling units by 10% since we are providing all of our required parking within the building, or a total of 35 units. If we assume the minimum size unit of 1,000 square feet, multiplied by 35 units, it totals an area of 35,000 square feet. If we add in the common spaces, amenities and mechanical spaces of 5,000 square feet, then apply an efficiency factor for circulation, this equates to a building that is almost 49,000 square feet – about the same size as what we propose. Even though mathematically achievable, this is not a marketable building for this location and the City of Mequon. Having 35 units at 1,000 square feet each, or even an average of 1,000 square feet would not be appropriate. Our proposal of 33 units at an average size of 1,231 affords the appropriate mix of

units for this location and our target market, and is the most efficient as it relates to construction costs/projected revenue.

6. Parking Spaces provided for the Proposed Building: 63 total inside and 8 guest parking spaces outside.

DEVELOPMENT AGREEMENT

This Development Agreement is made as of the 8th day of March, 2016, by and among the City of Mequon, Wisconsin, a Wisconsin municipal corporation (“City”) and Dermond Property Investments (“Owner/Developer”).

RECITALS

(i) Owner/Developer has acquired the land described on Exhibit A attached hereto (“Property”) for redevelopment/development of the Project defined below, in strict accordance with this Agreement and the development plans approved by the City of Mequon, and adopted by the Mequon Common Council and the Mequon Town Center design guidelines and principles, which are listed on Exhibit B (the “Approved Plans”).

(ii) Owner/Developer will own the Project, and will be responsible for management and operation of the Project.

(iii) It is anticipated that, in connection with the Project, Owner/Developer will be required to install certain public infrastructure improvements in the road right of way off the Property, which are defined on Exhibit C, (“Required Offsite Improvements”), which will be constructed in strict accordance with the plans and specifications for such Required Offsite Improvements approved by the City of Mequon and/or the State of Wisconsin as the case may be, and shown on Exhibit C, and which Required Offsite Improvements shall be dedicated to the appropriate governmental entity.

(iv) It is the desire of the City to foster and promote economic development in the City, including in the Town Center area of the City so as to encourage vibrant mixed-use development, expand the tax base, and create new jobs, all in furtherance and compliance with the Town Center TIF No. 3 Project Plan, as defined below. The proposed development of the Project in accordance with the terms and conditions of this Development Agreement will be in the public interest and will serve a public purpose.

(v) The Project will increase the taxable value of the Town Center of the City of Mequon, as well as its commercial and residential vitality, providing a substantial benefit to the Town Center itself, the City and the public, and the Project is and will be consistent with the TIF No. 3 Project Plan.

(vi) Certain financial incentives consisting of the TIF No. 3 Fast Track Incentive are herein provided, and the Project will not occur in their absence.

(vii) The parties to this Agreement have caused to be created this Development Agreement for the purpose of setting forth certain rights, duties and obligations of the parties with respect to the development of the Project and have approved its terms, and authorized their respective officers, directors and managers to execute it on their behalf.

Attachment: DEVELOPMENT AGREEMENT03.08.16 (RESOLUTION 3367 : Approving a Town Center TIF No. 3 Incentive under the Fast Track

Now, Therefore, in consideration of the recitals and mutual agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

(a) "Acceptable to the City" means, in varying applications of that term in this Agreement, that the matter under review and scrutiny by the City and Ehlers and Associates, its Financial Consultant, complies with this Agreement in all respects, and/or adheres to applicable laws, ordinances, building codes, TIF No. 3 Design Guidelines, rules, and regulations, and/or generally practiced and prudent underwriting and financial evaluation principles, standards and practices as relates to pro forma projections for the Project, cost estimates, bids and prices, terms of construction contracts and permanent Project financing, and the financial statements of Owner/Developer as well as amounts and terms for the investment of equity capital in the Project, as will reasonably lead to the good faith conclusion that the risks to the public herein contracted are reasonable and manageable under the circumstances, and in relation to the public benefit of this Development Agreement. Materials submitted to the City for such review shall be objected to within ten (10) business days, or shall be deemed acceptable to the City, except wherein review by the Planning Commission shall be required, in which case the review period shall be twenty (20) days, or by the Common Council, in which case the review period shall be thirty (30) days. The foregoing is not intended to impose additional requirement for review by the Planning Commission or the Common Council except in such circumstance in which such review shall be otherwise required by law. Any item included within Exhibit B as part of the definition of "Approved Plans" shall be deemed to be Acceptable to the City.

(b) "Actual Construction" means the commencement of land disturbing activity immediately preceding the building of physical improvements, but shall not include demolition work or pre-construction site work and preparation.

(c) "Affiliate" means: (i) a person or an entity that directly or indirectly controls, or is controlled by, or is under common control with, Owner/Developer, or (ii) a person or entity that directly or indirectly beneficially owns or holds any ownership interest in Owner/Developer unless that person or entity has no authority or right of management or control of Owner/Developer; or (iii) any person or entity in which Owner/Developer has an ownership interest unless that person or entity has no authority or right of management or control of Owner/Developer; or (iv) any person or entity that is an officer or director, general partner or managing member of Owner/Developer. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, by operation of law, or otherwise. Since Owner/Developer is a cooperative with many members, the parties agree that members of this cooperative are not Affiliates under this definition.

(d) "Available Tax Increment" means Tax Increment actually collected by the City with respect to the Property (including Tax Increment on Personal Property). More specifically, the Available Tax Increment for purposes of this Agreement will reflect the difference between the tax on equalized value of the Property and Personal Property as of January 1, 2016, (the Tax Increment Base), and the tax on the equalized value of the Property with the building and site improvements contemplated in this Agreement, and taxable Personal Property installation on that Property, and which tax is actually collected by the City for the Special TID No. 3 Fund.

(e) "Building and Site Improvements" shall mean the construction and installation of building and site improvements on the Property, in accordance with the Approved Plans, and also in compliance with all applicable requirements of federal, state and local construction, erosion control, fire, building, electrical, plumbing, HVAC, storm water, grading, and landscaping ordinances, laws, regulations, and codes, and all additions and/or alterations to these initially constructed building and site improvements on the Property.

(f) "City Owned Improvements" means: sidewalk, streetscaping, street trees and landscaping constructed and installed in the public right of way on the east side of Buntrock Avenue adjacent to the Property, as shown on Exhibit G which will be installed by Owner/Developer, but the cost of which will be reimbursed to Owner/Developer as provided herein, but separate from the Fast Track Incentive identified herein.

(g) "Fast Track Improvements" means: the improvements defined in Section 4(d) below.

(h) "Fast Track Improvements Cost Breakdown" means: A current complete cost breakdown of construction and non-construction cost items (i.e., a line-item budget), clearly identifying the Fast Track Improvements Costs shown on Exhibit D.

i) "Fast Track Incentive" means: the money to be paid by the City, out of TIF District Tax Increment resulting from this development project to Owner/Developer, defined in Section 4(d) below, as estimated on Exhibit D, and subject to adjustment after completion of the Fast Track Improvement and the limitations thereon, as provided herein.

(j) "General Contractor" means: The general contractor or general contractors hired by Owner/Developer to construct the Project or components of the Project under one or more contracts. General Contractor may include Owner/Developer to the extent it makes direct contracts for construction, furnishing or fixturing of parts of the Project.

(k) "Owner/Developer" means: Dermond Property Investments, and permitted successors and assigns as approved by the City, which shall have the exclusive management of the Project.

(l) "Plans" means: Final detailed plans and specifications for the Project which shall include, without limitation, the following: all improvements located on the Property as of

December 31, 2016, or to be located on the Property, the footprint of all improvements and the square footage of all improvements, all easements, pathways, exterior boundary lines, walkways, parking and circulation areas, adjoining public streets and alleys, utilities, exits and entrances, all signage, curbs, gutters, sidewalks, landscaping, medians and street lighting, all materials to be used in construction, all exterior finishes, the number of stories in the building, building sections and elevations, exterior elevations, the stacking of floors and all construction elements, a narrative description of all structural systems, mechanical systems, electrical systems and any specialty systems, and all parking areas and parking lots, and the types of taxable Personal Property needed for the Project. The Plans for the Project must be in sufficient detail to permit Owner/Developer and the General Contractor to enter into a contract for the Project.

(m) "Project" means a development as referred to and described in the Approved Plans listed on Exhibit B, and including:

- Demolition of existing improvements;
- Removal of any paving and miscellaneous materials;
- Excavation of materials and fill;
- Fill and rough grading of demolition areas;
- Filling, grading, removal and installation of utility services, installation of roads, sidewalks, driveways, walkways, curbs and gutters, parking lot(s); and all other site work as may be required in connection with the development and associated parking, and alterations to public rights of way;
- Construction and installation of all other improvements as may be required in order to comply with applicable Approved Plans which incorporate the zoning ordinances, building codes, TIF No. 3 Design Guidelines, and any other applicable rules and regulations identified in Exhibit B; and
- Construction and installation of the Required Offsite Improvements.
- Construction and installation of the City Owned Improvements.

(n) "Project Architect" means: _____.

(o) "Project Completion Date" means: the date of completion of the Project, which shall be no later than December 31, 2016.

(p) "Project Plan" means: The Project Plan for the City of Mequon Tax Incremental District No. 3, as amended from time to time.

(q) "Required Offsite Improvements" means: The work required in the public rights-of-way, including but not limited to median remodeling, which the City or the State determine are necessary in connection with the Project, and which are defined on Exhibit C.

(r) "Tax Increment" means the amount of tax collected from the Property and the building and site improvements to be constructed on the Property by Owner/Developer, and the personal property installed or located on the Property which is subject to personal

property tax (the "Personal Property"), less the tax collected on the equalized value of the Property as of the effective date of this Agreement (which is defined to be the "Tax Increment Base"), as calculated with reference to and in accordance with the provisions of Section 66.1105 (2)(i) through (m), Wisconsin Statutes.

(s) "TIF District" or "TIF No. 3" or "TID No. 3" means: City of Mequon Tax Incremental District No. 3.

(t) "Title Company" means: _____, the title company issuing the owner's policy of title insurance to the Owner/Developer.

2. Conditions Precedent: Owner/Developer's Obligations. In addition to all other conditions and requirements set forth in this Agreement, the obligations of the City under this Development Agreement are conditioned upon the satisfaction of each and every one of the following conditions:

(a) On or before May 1, 2016, and prior to Actual Construction, at its cost, Owner/Developer will provide Fast Track Improvements Cost Breakdown estimates to the City, in the form as shown on Exhibit D, certified by Owner/Developer and the General Contractor as presenting the then most accurate and complete Fast Track Improvements Cost Breakdown available, and which will demonstrate that estimated Fast Track Improvements Costs are \$647,000. To the extent that the actual Fast Track Improvements Costs are greater or less than the estimate, the Fast Track Incentive will be modified as identified in Paragraph 4(d)(vii), below.

(b) On or before May 1, 2016, Owner/Developer, at its cost, shall provide the City with a timetable for completion of the Project.

(c) Prior to the execution of this Agreement, Owner/Developer shall provide the City with evidence satisfactory to the City that Owner/Developer is authorized to enter into this Agreement and that the persons signing this Agreement on behalf of Owner/Developer are authorized to sign this Agreement. Prior to the execution of this Agreement, Owner/Developer, at its cost, shall provide a certified copy of its articles of organization and operating agreement and a certificate of status issued by the Wisconsin Department of Financial Institutions and its resolutions. Such formation documents and resolutions must be acceptable to the City and must show a state of facts as to ownership, management and control acceptable to the City.

(d) Prior to the execution of this Agreement, Owner/Developer shall provide a certificate of incumbency and resolutions or consents of its board, all of which resolutions and consents shall show that Owner/Developer has been duly authorized to enter into this Agreement and all other agreements, documents and contracts required to be executed by it in connection with the transactions which are the subject of this Agreement.

- (e) Before commencement of construction, City shall be satisfied with the list of Approved Plans which are on Exhibit B.
- (f) No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this Agreement.
- (g) Not later than June 1, 2016, the Owner/Developer shall provide to the City, all of the contracts and agreements necessary for construction and installation of the Required Offsite Improvements and City-Owned Improvements, all of which contracts and agreement must be reasonably acceptable to the City and show a state of facts acceptable to the City.
- (h) Not later than June 1, 2016, Owner/Developer shall have delivered the Plans identified above.

If all conditions contained in this Section are satisfied within the time periods for satisfaction of such conditions as set forth above or if such conditions are waived in writing by the City within the time periods for satisfaction of such conditions as set forth above, or if the City fails to disapprove or object to any of the deliverables furnished by or performance of Owner/Developer as to such conditions within ten (10) business days of receipt by the City, then the above conditions shall be deemed satisfied. The City shall issue a certificate (the "Certificate") confirming that all of the above Conditions Precedent have been satisfied or waived, which can be relied on to confirm that the obligations in this Section have been satisfied. If the City shall timely disapprove or object to the deliverables or performance of Owner/Developer specifying the reason(s) for which the matter is not satisfactory to the City, Owner/Developer and Owner/Developer shall have ten (10) business days to cure by resubmission of satisfactory deliverables or performance. In the event Owner/Developer does not timely resubmit or the resubmission is unsatisfactory to the City, the City, at its option, exercised in its reasonable discretion, may terminate this Agreement, by providing written notice to the Owner/Developer as provided herein, in which event, none of the parties to this Agreement shall have any further liability or obligation to the other parties; provided, however, Owner/Developer shall pay all costs and expenses incurred by the City in connection with the Project, the preparation and negotiation of this Development Agreement, including without limitation, attorneys fees and the fees of the City's outside financial consultant.

3. Representations and Warranties and Covenants of Owner/Developer.
 Owner/Developer represents and warrants to the City to the best of its knowledge, and covenants with the City as follows:

- (a) All copies of preliminary cost estimates, and final costs of the Fast Track Improvements and agreements related to them, which Owner/Developer has furnished to the City are true and correct in all material respects. There has been no material adverse change in the cost estimates of the Fast Track Improvements since the date of the last financial statements furnished by it to the City.

(b) Owner/Developer have paid, and will pay when due, all property taxes on the Property prior to any such taxes becoming delinquent.

(c) Owner/Developer will pay for all work performed and materials furnished for the Required Offsite Improvements, which upon completion, final inspection and acceptance by the City, shall be dedicated to the City, or State of Wisconsin, as applicable. The Required Offsite Improvements shall be as enumerated in Exhibit C to this Agreement. City confirms this Required Offsite Improvements work is not subject to any public bidding requirements, but that Owner/Developer's contractor shall provide notice to the City 3 days prior to commencement of that work, in order to allow the City to inspect the work.

(d) No statement of fact by Owner/Developer contained in this Agreement and no statement of fact furnished or to be furnished by Owner/Developer to the City pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading at the time when made.

(e) Owner/Developer is a duly organized Wisconsin cooperative and is duly formed and validly existing and has the power and has or will have all necessary licenses and permits to own the Property and to carry on its business at the Property.

(f) The execution, delivery and performance of this Agreement have been duly authorized by all necessary board action of Owner/Developer and constitute the valid and binding obligations of Owner/Developer enforceable in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.

(g) The execution, delivery, and performance of Owner/Developer's obligations pursuant to this Agreement will not violate or conflict with Owner/Developer's formation documents nor will the execution, delivery, or performance of Owner/Developer's obligations pursuant to this Agreement violate or conflict with any law applicable to Owner/Developer or the Project.

(h) There is no litigation or proceeding pending or threatened against or affecting the Project or Owner/Developer's interest in the Project.

(i) No default, or event which with the giving of notice or lapse of time or both would be a default, exists under this Agreement.

(j) Prior to completion of the Project Owner/Developer will not sell, transfer or convey the Property except to an Affiliate who shall take title subject to this Agreement. This shall not prevent the mortgaging of the Property.

(k) Construction of Project shall commence not later than the date required by the Conditional Use Permit listed in the Approved Plans (“CUP”). The building on the Property will be deemed completed upon occurrence of all of the following: a certificate of occupancy is issued by the appropriate governmental authorities for all spaces intended to be occupied in the building.

(l) Owner/Developer will cause the Project to be completed in conformance and compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all zoning and land division laws, rules, regulations and ordinances, all building codes and ordinances of the City and County, all environmental laws, rules, regulations and ordinances, and all terms and conditions of this Agreement.

(m) Owner/Developer will cause the City Owned Improvements to be constructed in a good and workmanlike manner and substantially in accordance with the Approved Plans for the Project as approved by the City and the State of Wisconsin, and will promptly correct any defects, structural or otherwise, in construction or deviations from the Plans for the Project. Construction of the City Owned Improvements shall be completed free of all liens and encumbrances except for those liens and encumbrances permitted by this Agreement, and lien waivers for the City Owned Improvements shall be submitted to the City as a condition precedent to its acceptance of dedication of such improvements, and to reimbursement to Owner/Developer for the costs of the City Owned Improvements.

(n) The Owner/Developer understands that the permitted uses for the Project are as enumerated in the TC Zoning District of the City of Mequon, as modified by the CUP and agrees to use the Project in compliance with this zoning.

(o) The representations and warranties contained herein shall be true and correct at all times during the term of this Agreement.

4. Covenants of City. The City covenants with the Owner/Developer as follows:

(a) City will expeditiously provide to Owner/Developer and its lenders such information as is reasonably requested by them.

(b) The City shall cooperate with Owner/Developer throughout the development of the Project and shall promptly review and/or process all submissions and applications as expeditiously as possible, taking into account applicable laws, rules, regulations and ordinances.

(c) Reimbursement for City Owned Improvements. When Owner/Developer has completed the construction of the City Owned Improvements, has furnished lien waivers for the same to the City, and the City has inspected and accepted the dedication of the City Owned Improvements, City shall, within 30 days after receiving the invoice and request for payment, pay to Owner/Developer, the cost of the City Owned Improvements, as identified on Exhibit G less the cash hold-back provided in section 15 below. City

confirms this work to construct the City Owned Improvements is not subject to any public bidding requirements, but that Owner/Developer’s contractor shall provide notice to the City 3 days prior to commencement of that work, in order to allow the City to inspect the work.

(d) Municipal Revenue Obligation to Reimburse for Qualified ‘Pay as You Go’ Costs. Subject to the verification of actual, verified qualifying costs incurred by Developer/Owner, post-construction by the City, as defined in section 4(d)(vii) below, the City, through TIF No. 3 shall provide the following financial incentive to the Owner/Developer to offset part or all of the “Gap Costs,” for the site repair and demolition costs defined herein as the Fast Track Improvements, as indicated and described in the Fast Track Incentive Formula calculation appended to this Agreement as Exhibit D, for demolition of existing improvements; removal of any hazardous substances including but not limited to asbestos, and remediation; well abandonment; fill and rough grading; and excavation, pouring of slurry, and compacting of fill due to poor soils, all being required in order to provide for new foundation, along with the engineering work related to the above (the “Fast Track Improvements”), in the manner provided herein, and subject to the following terms, conditions and procedures.

(i) In the event, Owner/Developer completes construction of the Project in the time and manner required herein, the City agrees that this Agreement shall constitute a Municipal Revenue Obligation under the terms contained herein (the “MRO”), in the amount of the Fast Track Incentive. The total amount of the Fast Track Incentive shall be the Base Improvement Value as shown on Exhibit D plus the Owner/Developer’s actual costs of completing the Fast Track Improvements the total of which is currently estimated to be \$258,068, and which is subject to the verification provided below, and to a true-up calculation based upon the actual costs of the Fast Track Improvements. This total Fast Track Incentive shall be paid over not more than 11 annual installments, on the date set forth in section 4 (d)(iii) below commencing in the year after the Project has been completed, as affected below by the amount of “Available Tax Increment”. The obligation to make such payments shall terminate as provided in section 4(d)(vi) and (vii) below, or at the earlier of the end of the currently remaining life of TID No. 3 or the date the full Fast Track Incentive has been paid to Owner/Developer, or as provided in section 12 below. The Municipal Revenue Obligation shall not bear interest, and shall be a project cost of TID No. 3.

(ii) In addition to the logs and reports to be provided to the City pursuant to section 2(h), Owner/ Developer will provide notice to the City when the excavation is complete and before the excavation is refilled, to allow the City to verify the amount of excavation and condition of the soils.

(iii) Payments on the Municipal Revenue Obligation shall be payable solely from the Special TID No. 3 Fund, and only to the extent that the City shall have received as of such payment date "Available Tax Increment" generated by the Property and the Personal Property, and no MRO Default shall have occurred, and shall not be an obligation of or a charge against the City's general credit or taxing power.

(iv) After the "Project Completion Date", for "Available Tax Increment" paid by Owner/Developer and collected by the City in the year in which the tax bill is generated or by the following July 31st, the payment date for the Municipal Revenue Obligation shall be September 1st. By way of example, if the "Building and Site Improvements" shall be completed and the Personal Property fixtures and equipment installed and fully assessable on or before January 1, 2017, then the tax bill generated in December, 2017 and paid by Owner/Developer on or before July 31, 2018 will result in a Fast Track Incentive payment to Owner/Developer on September 1, 2018. All obligations for payment of the Municipal Revenue Obligation shall terminate with the end of the final year of TID No. 3 as provided in Section 66.1105, Wisconsin Statutes, or may be sooner terminated as provided in accordance with this section 4, or as provided in section 12 below.

(v) Owner/Developer understands and agrees that the Municipal Revenue Obligation of City hereunder will be payable only to the extent that there exists "Available Tax Increment" funds as defined herein and generated pursuant to Section 66.1105, Wisconsin Statutes with respect to the Property and Personal Property, and no MRO Default has occurred under this Agreement, and will never represent or constitute general obligation debt or bonded indebtedness of the City, the State of Wisconsin or any political subdivision, all pursuant to the provisions of Section 66.1105, Wisconsin Statutes.

(vi) To satisfy in full the City's obligations under the Municipal Revenue Obligation, the City shall have the right to prepay the outstanding balance of the Municipal Revenue Obligation at any time. The prepayment option is available to provide the City the option of early termination of TID No. 3.

(vii) Financial Adjustment. Upon completion of the Fast Track Improvements, Owner/Developer will provide to the City's independent financial consultant under a confidentiality agreement all contracts, costs, books and records pertaining to the Project as a whole, and for the Fast Track Improvements to verify actual Project and Fast Track Improvements costs incurred. City assumes no obligation to Owner/Developer for the sufficiency or adequacy of such reviews, it being acknowledged that such reviews are made for the sole and separate benefit of City. Any and all notes and copies of records made by or on behalf of the City related to such reviews shall be treated as confidential to the full extent permitted by law. The fact that City may make construction reviews shall in no way relieve Owner/Developer from its duty to independently ascertain that the construction of the Project is being completed substantially in accordance with the approved Plans.

-If the total Project costs actually incurred by Owner/Developer for the Project taken as a whole, including the Personal Property, are less than \$8,000,000, which would result in the Owner/Developer not qualifying for the Fast Track Incentive, then City and TIF No. 3 shall be under no obligation to provide such financial incentive to Owner/Developer, City shall provide Owner/Developer notice of the termination of this obligation, and the Guaranteed Tax Increment obligation in section 12 below shall terminate, and the Tax-Exempt Covenant in section 11 below shall terminate.

Attachment: DEVELOPMENT AGREEMENT03.08.16 (RESOLUTION 3367 : Approving a Town Center TIF No. 3 Incentive under the Fast Track

-Unless this obligation is terminated under the previous sentence, City shall reduce or increase the Fast Track Incentive amount to equal the sum of the Base Improvement Value as shown on Exhibit D plus the Owner/Developer's verified actual costs for the Fast Track Improvements, divide the final Fast Track Incentive amount into 11 annual payments (each, a "Scheduled Payment") and a formal Municipal Revenue Obligation document shall be issued on that date and with this final amount, to reflect the true-up calculations and the resulting adjusted Fast Track Incentive agreement as provided herein. It is confirmed that while the list of Fast Track Improvements cannot change, the actual costs of those Fast Track Improvements, including hard and soft costs, are to be taken as a whole, and the line items can be adjusted relative to one another within the final total. This final verified total of the Fast Track Incentive shall be divided into 11 parts, representing the contemplated amount for each of the annual installments to be paid to Owner/Developer subject to the qualifications and limitations provided herein.

Notwithstanding the above, no Scheduled Payment of the Fast Track Incentive may exceed 39% of the Available Tax Increment generated by the Property and the Personal Property, charged on the real and personal property tax bill issued in the prior year (the "39% Limit"). Therefore, if there is insufficient Available Tax Increment in any year, to pay the Scheduled Payment out of 39% of the Available Tax Increment, the deficiency shall be deemed a "Shortfall" except as provided in section 12 below. If in a later year, 39% of the Available Tax Increment is greater than the regularly Scheduled Payment, the amount in excess of the Scheduled Payment but not exceeding the 39% Limit, shall be paid to Owner/Developer for the oldest Shortfall first, to the extent such amounts are available and until all Shortfalls are paid. Any "Shortfall" remaining as of the end of the currently scheduled life of TID No. 3 shall be discharged and extinguished, and shall cease to be an obligation of TID No. 3. No Fast Track Incentive obligation of TID No. 3, whether for Scheduled Payments of any Shortfall, shall survive this Agreement.

5. Default. The occurrence of any one or more of the following events shall constitute a default ("Default") hereunder.

- (a) Owner/Developer shall fail to pay any amounts due from it under this Agreement on or before ten days following notice of nonpayment when due; or
- (b) Any representation or warranty made by Owner/Developer in this Agreement, or any document or financial statement delivered by Owner/Developer pursuant to this Agreement, shall prove to have been false in any material respect as of the time when made or given and not curable; or
- (c) Owner/Developer shall breach or fail to perform timely or observe timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following notice thereof from City to Owner/Developer (or such longer period of time as is necessary to cure the default as long as Owner/Developer has commenced the cure of the default within

the 30-day period, is diligently pursuing the cure of the default and as long as the default is cured not later than 60 days following the notice thereof from the City); or

(d) Owner/Developer shall: (i) become insolvent or generally not pay, or be unable to pay, or admit in writing its/his inability to pay, its/his debts as they mature; or (ii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its/his assets; or (iii) become the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or (iv) have a petition or application filed against it/him in bankruptcy or any similar proceeding, or have such a proceeding commenced against it/him, and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or Owner/Developer shall file an answer to such a petition or application, admitting the material allegations thereof; or (v) apply to a court for the appointment of a receiver or custodian for any of its/his assets or properties, or have a receiver or custodian appointed for any of its/his assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after his appointment; or (vi) adopt a plan of complete liquidation of its/his assets; or

(e) If Owner/Developer shall cease to exist; or

(f) A default shall occur under any other documents executed with and delivered to the City in connection with the Project, and remain uncured within in 60 days following notice thereof from the City.

6. Remedies.

(a) Upon the occurrence of any Default, without further notice, demand or action of any kind by the City, the City may, at its option, pursue any or all of the rights and remedies available to the City at law and/or in equity against Owner/Developer and/or the Project, except that, as provided in Paragraph 6(b) below, the City shall only have the right to suspend performance of any of its obligations or covenants under this Agreement and/or to terminate this Agreement, as stated therein. Except as may be otherwise specifically set forth herein, no remedy herein conferred upon the City is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity. No failure or delay on the part of the City in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy. Notwithstanding any of the foregoing authorizations, the City shall have no duty or obligation whatsoever with respect to any of the matters so authorized.

(b) Notwithstanding anything contained herein to the contrary, acknowledging that the remedy of stopping payment to Owner/Developer or its permitted assigns, of amounts

otherwise due it under the MRO is a heavy penalty which should not be invoked for a small and immaterial default, or a material, but curable default provided Owner/Developer is diligently pursuing a cure of the default, the parties hereto agree that no default hereunder shall result in the termination of the City's obligations to pay the Fast Track Incentive under the MRO except for a MRO Default, which shall be defined as a default under the provisions of Paragraph 6(a) above regarding warranties or representations which are not curable, or a default of the Tax-Exempt Covenant or under the Guaranteed Tax Increment below, which are not paid within 30 days after notice from the City. Except for an MRO Default, no default shall cause the termination or postponement of the City's obligation to perform any one or more of its obligations under the MRO including, but not limited to, any payment obligations on the MRO. In the event of an MRO Default, the City may immediately with only concurrent, but not prior notice to Owner/Developer, suspend its obligation to make any further payments on the MRO.

7. Costs. All reasonable fees, costs and expenses incurred by the City, including that for City Staff time and attorneys and consultant's fees, expended and incurred in connection with the negotiation, preparation and drafting of this Agreement, and all documents and agreements executed in connection therewith, as well as the inspection and approval of all deliverables relating to authority, and any other considerations necessary to creation of this Development Agreement, which are required to be provided the City, shall be paid by Owner/Developer in an amount not to exceed \$10,000. Said amount shall not include, and shall be in addition to amounts which Owner/Developer shall be obligated to pay for plan reviews, permitting, and inspections which shall be separately charged by the City at the usual and customary rates. The Owner/Developer shall pay all costs and expenses associated with the enforcement of the City's rights against Owner/Developer under this Agreement, including without limitation the enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving Owner/Developer. Any and all such fees, costs and expenses incurred by the City which are to be paid by the Owner/Developer, shall be paid by Owner/Developer to the City within 30 days of demand by the City.

8. City's Right to Cure Default. In case of failure by Owner/Developer to pay any fees, assessments, charges or taxes arising with respect to the Project or to comply with the terms and conditions of this Agreement or any other document, contract or agreement affecting the Project, the City shall have the right, but shall not be obligated, to pay such fees, assessments, charges or taxes or take such action as is necessary to remedy the failure of Owner/Developer to comply with the documents, contracts or agreements affecting the Project, and, in that event, the cost thereof shall be payable by Owner/Developer to the City.

9. Parking. Owner/Developer understands and agrees that it shall be Owner/Developer's obligation to provide adequate parking for the Project complying with all applicable laws, rules, regulations and ordinances, and in conformity with the site plan which is included within the Approved Plans.

10. Signage. All signage installed at the Project, both during construction and after completion of the Project, must comply with all applicable laws, rules, regulations and ordinances, and shall conform to the sign plan included in the Approved Plans. All signage shall

be maintained, repaired and replaced as necessary to ensure it remains in good order by Owner/Developer at its expense.

11. Real Estate Taxes and Assessments.

(a) Owner/Developer agrees to pay before delinquent all generally applicable real and personal property taxes assessed and levied against the Property and the Personal Property by the City under its applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time. Nothing in this Agreement shall impair any statutory rights of the City with respect to the assessment, levy, priority, collection and/or enforcement of real estate and personal property taxes.

(b) In addition, Owner/Developer agrees to pay timely to the City all special assessments as may be assessed or levied in connection with the Project under the applicable special assessment laws, rules, regulations, ordinances and rates in effect at the time said special assessments are assessed or levied, but any special assessments or charges to be paid in connection with the initial construction of the Project are as shown on Exhibit E.

(c) Owner/Developer agrees that it will not sell, lease, assign or otherwise transfer or convey any interest in the Property to a person or entity exempt from general property taxation or in a manner which would cause all or any portion of the Property to be exempt from general property taxation (the "Tax-Exempt Covenant"). The provisions of the Tax-Exempt Covenant shall be included in the Memorandum of Development Agreement which is attached hereto as Exhibit F, which Tax-Exempt Covenant will run with the land and will be binding upon the Owner/Developer and the Property and/or lessee and/or mortgagee of all or any portions of the Property, and their successors and assigns, but only until the earlier of the expiration of the currently remaining term of the TIF District, or the date on which the full Fast Track Incentive amount has been paid to Owner/Developer. In the event a court finds this Tax-Exempt Covenant is not valid or enforceable or if for any reason the Tax-Exempt Covenant is terminated, then Owner/Developer and its successors and assigns shall make a payment in lieu of taxes to the City, equal to the amount of taxes that would be due if the Property or owner was not tax exempt, but if Owner/Developer pays the Differential Payment required in Paragraph 13 below, no amount shall be due hereunder.

12. Guaranteed Tax Increment. Owner/Developer guarantees that on or before the Project Completion Date, the equalized value of the Property plus Personal Property, will be not less than \$8,000,000 (the "Minimum Value") in and for tax year 2017 and thereafter, such guaranty ending with the earlier of the expiration of the currently remaining term of the TIF No. 3, or the date on which the full Fast Track Incentive amount has been paid to Owner/Developer, or the termination of this Agreement, and the tax increment due to the City shall be no less than the Minimum Value guaranteed herein multiplied by the assessment ratio for the relevant year, and that product multiplied by the mill rate for the relevant year. In the event the equalized value of the Property and the Personal Property fails to meet the Minimum Value as of the Project Completion Date, or in the event that the equalized value of the Property and Personal Property meets this initial Minimum Value as of the Project Completion Date, but the equalized value falls below the Minimum Value in any year thereafter during the term of this Agreement, as a

result of an Unrepaired Casualty as defined below, or in the event the equalized value falls below the minimum eligibility for the Fast Track Incentive program of \$3,000,000 for any reason other than Unrepaired Casualty, then this Agreement shall terminate. An "Unrepaired Casualty" shall be defined to exist if the Property and Personal Property are damaged in a material amount by a casualty, and Owner/Developer has not rebuilt the improvements and restored the personal property to a combined equalized value of at least the Minimum Value, within 9 months after the date of loss. Owner/Developer covenants to keep the Property and Personal Property insured under commercially reasonable policy or policies of insurance in amounts adequate to pay for the rebuilding in the event of a total loss of the insured improvements and personal property. However, if Owner/Developer does build the improvements with an equalized value of at least the Minimum Value as of the Project Completion Date, and, other than in the case of an Unrepaired Casualty, the equalized value in any subsequent year covered by this Agreement shall be less than the amount guaranteed under this paragraph, City shall submit a bill to Owner/Developer, for the differential ("Differential Payment"). Such a billing shall be submitted to Owner/Developer by the City Treasurer by December 31st of the relevant tax year and shall be paid in full by Owner/Developer, without interest thereon, by March 31st of the following year. If not fully paid when due, the amount remaining unpaid on and after April 1st of the following year shall accrue interest at the statutory rate prescribed for delinquent real and personal property taxes until fully paid.

13. Indemnifications. Owner/Developer hereby indemnifies, defends, covenants not to sue and holds the City (which for the purposes of this paragraph includes the persons/entities referenced in Paragraph 19 below) harmless from and against all loss, liability, damage and expense, including attorneys' fees, suffered or incurred by the City in any way in connection with the Project, including without limitation: (a) the failure of Owner/Developer or its contractors, subcontractors, agents, employees, or invitees to comply with any environmental law, rule, regulation or ordinance, or any order of any regulatory or administrative authority with respect thereto; (b) any release by Owner/Developer or its contractors, subcontractors, agents, employees, or invitees of petroleum products or hazardous materials or hazardous substances on, upon or into the Project; (c) any and all damage to natural resources or real property or harm or injury to persons resulting or alleged to have resulted from any failure by the Owner/Developer and/or its contractors, subcontractors and/or agents to comply with any law, rule, regulation or ordinance or any release of petroleum products or hazardous materials or hazardous substances as described in clauses (a) and (b) above; (d) any material violation by Owner/Developer at the Project or on the Property of any environmental law, rule, regulation or ordinance; (e) claims arising under the Americans With Disabilities Act, and any other laws, rules, regulations or ordinances; (f) the failure by Owner/Developer to comply with any term or condition of this Agreement; (g) injury to or death of any person at the Project; injury to any property caused by or at the Project; and (h) the failure of Owner/Developer to maintain, repair or replace, as needed, any portion of the Project. The terms "hazardous substances" means any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances" under any applicable federal or state or local laws or regulations.

14. City Owned Improvements. The City Owned Improvements shall be constructed and installed in accordance with plans and specifications approved by the City as part of the

approval of the Plans. The City Owned Improvements shall at all times be subject to City inspection and approval and the City shall not be required to accept dedication and conveyance of the City Owned Improvements unless the City Owned Improvements have been constructed in a good workmanlike manner, in accordance with the City-approved plans for the City Owned Improvements, are warranted against defects as provided herein, and otherwise in a condition reasonably acceptable to the City. Following approval by the City of the completed City Owned Improvements, the City Owned Improvements shall be dedicated and conveyed to the City, at no cost or expense to the City and the cost of which shall be reimbursed to Developer as provided in sections 1.(f) and 3.(m). The Owner/Developer shall provide to the City from the Owner/Developer and all contractors and consultants involved in connection with the construction and installation of the City Owned Improvements, a two-year warranty against defects in construction, materials and workmanship, in a form reasonably acceptable to the City. The Owner/Developer shall also provide to the City as-built construction records for the City Owned Improvements in an electronic format acceptable to the City.

15. Security for Guaranty Obligation. Following final completion of the City Owned Improvements, Owner/Developer will provide the City with a latent defects guarantee for City Owned Improvements in the form of a cash hold-back by the City in an amount equal to 4 % of the aggregate total contract cost of such City Owned Improvements. The guarantee shall insure against defects in construction, materials and workmanship, for a period of two years following the date on which all of the City Owned Improvements have been accepted by the City. The guarantee must be in form and content acceptable to the City, and shall contain procedures for warranty claims to be made against the holdback, and the expiration and surrender of the remaining letter of credit at the end of that warranty period. Any hold back funds not applied to correct defective materials or work during the two year guaranty period or which are awaiting disbursement for work contracted or to be contracted to cure such defects arising during the warranty period, shall be refunded to Owner/Developer within thirty (30) days following the expiration of the guaranty period.

16. Fire and Safety Hazards. Owner/Developer agrees to construct the Project in conformance with all fire and safety standards specified by applicable law.

17. Nondiscrimination. The City and Owner/Developer agree that Owner/Developer shall not use the Project in a manner to permit discrimination or restriction on the basis of race, creed, ethnic origin or identity, color, gender, religion, marital status, familial status, age, handicap or national origin, and that the construction and operation of the Project shall be in compliance with all federal, state, and local laws, rules, regulations and ordinances relating to discrimination or any of the foregoing, and any lease for any portion of the Project will include this obligation.

18. No Personal Liability. Under no circumstances shall the City, or any officer, official, director, attorney, employee or agent of the City have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

19. City Authorization. The execution of this Agreement by the City was authorized by Resolution No. 3367 of the Mequon Common Council adopted on March 8, 2016, which also

authorized the City Attorney and City Director of Community Development to finalize the wording of this Agreement, the exhibits hereto, and the documents required herein, and authorized the parties signing below to sign the Agreement and related agreements, on behalf of the City.

20. Miscellaneous.

- (a) Except as otherwise specifically set forth herein, the respective rights and liabilities of City and Owner/Developer under this Agreement are not assignable or delegable, in whole or in part, without the prior written consent of the other party. The provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.
- (b) No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the City and Owner/Developer, and then only to the extent specifically set forth in writing, but the City Attorney and City Director of Community Development are authorized to approve non-substantive and non-material changes to this Agreement, the exhibits and the agreements required herein, without further City Council Action.
- (c) All agreements, representations, warranties, covenants, liabilities and obligations made in this Agreement and in any document delivered pursuant to this Agreement shall survive the execution and delivery of this Agreement.
- (d) All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer of the person entitled to such notice, if hand delivered, or (ii) two business days following deposit in the United States mail, postage prepaid, or with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, airbill prepaid, or (iii) upon transmission if by facsimile, and each such communication or notice shall be addressed as follows, unless and until any of such parties notifies the other in accordance with this Paragraph of a change of address:

If to the City:

City of Mequon, Wisconsin
11133 North Cedarburg Road
Mequon, WI 53092
Attention: City Administrator

With a copy to:

City Attorney
Community Development Director
Public Works Director

If to the Owner/Developer
Dermond Property Investments
Attn: Nora Pecor

With a copy to:

(e) This Agreement and the documents executed pursuant to this Agreement contain the entire understanding of the parties with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth in this Agreement and the documents executed in connection with this Agreement. This Agreement and the documents executed in connection herewith supersede all prior negotiations, agreements and undertakings between the parties with respect to the subject matter hereof. All Exhibits referenced herein are attached hereto and incorporated herein by this reference. The City Attorney and City Director of Community Development have the authority to replace exhibits to this Agreement with updated exhibits initialed by the Owner/Developer and the City, as updated versions of those exhibits are approved by both parties. It is intended that Exhibit B, the List of Approved Plans, will be modified by City Staff to add to the list other Plans as they are approved by the City.

(f) This Agreement is intended solely for the benefit of Owner/Developer and the City, and no third party (other than successors and permitted assigns) shall have any rights or interest in any provision of this Agreement, or as a result of any action or inaction of the City in connection therewith. Without limiting the foregoing, no approvals given pursuant to this Agreement by Owner/Developer or the City, or any person acting on behalf of any of them, shall be available for use by any contractor or other person in any dispute relating to construction of the Project.

(g) This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Wisconsin applicable to contracts made and wholly performed within such state.

(h) This Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. Facsimile signatures shall be deemed original signatures for all purposes of this Agreement.

(i) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement in

such jurisdiction or affecting the validity or enforceability of any provision in any other jurisdiction.

(j) Nothing contained in this Agreement or any other documents executed pursuant to this Agreement, shall be deemed or construed as creating a partnership or joint venture between the City and Owner/Developer or between the City and any other person, or cause the City to be responsible in any way for the debts or obligations of Owner/Developer or any other person. Owner/Developer further represents, warrants and agrees, for itself and its successors and permitted assigns, not to make any assertion inconsistent with their acknowledgment and agreement contained in the preceding sentence in the event of any action, suit or proceeding, at law or in equity, with respect to the transactions which are the subject of this Agreement and this paragraph may be pleaded and construed as a complete bar and estoppel against any assertion by or for Owner/Developer and its successors and permitted assigns, that is inconsistent with its acknowledgment and agreement contained in the preceding sentence.

(k) Time is of the essence of each and every obligation or agreement contained in this Agreement.

(l) If any party is delayed or prevented from timely completing construction of the Project, by reason of fire, earthquake, war, flood, riot, strikes, labor disputes, governmental restrictions, judicial order, public emergency, or other causes beyond the control of the party obligated to perform, performance of such act shall be excused for the period of such delay and the time for the performance of any such act shall be extended for a period equivalent to such delay.

(m) This Development Agreement shall terminate upon the latest to occur of the following: (i) the conveyance of the City Owned Improvements to the City; the completion of the Project as described above; (ii) receipt by the City of all payments it is entitled to pursuant to this Development Agreement; (iii) the receipt by Owner/Developer of all payments it is entitled to pursuant to this Development Agreement and the MRO.

(n) This Agreement shall be recorded in the office of the Register of Deeds of Ozaukee County, Wisconsin, prior to the recording of any other mortgage on the Project, it being understood by the parties that until termination of this Agreement as set forth above, this Agreement will run with the land and will be binding upon the Property and the Project and any Owner/Developer and/or lessee and/or mortgagee of all or any portions of the Property and the Project and their successors and assigns.

(o) Nothing contained in this Agreement is intended to or has the effect of releasing Owner/Developer from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

(p) All financial reports and information required to be provided by Owner/Developer to the City under this Agreement shall be provided to the City's outside financial consultant for review on behalf of the City.

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Attachment: DEVELOPMENT AGREEMENT03.08.16 (RESOLUTION 3367 : Approving a Town Center TIF No. 3 Incentive under the Fast Track

Dated at Mequon, Wisconsin this _____ Day of _____, 2016.

CITY OF MEQUON

Daniel Abendroth, Mayor

William H. Jones, Jr., Clerk

OWNER/DEVELOPER:

DERMOND PROPERTY INVESTMENTS

By: _____
Max Dermond

By: _____
Nora Pecor

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Attachment: DEVELOPMENT AGREEMENT03.08.16 (RESOLUTION 3367 : Approving a Town Center TIF No. 3 Incentive under the Fast Track

EXHIBIT A: Property Location

Attachment: DEVELOPMENT AGREEMENT 03.08.16 (RESOLUTION 3367 : Approving a Town Center TIF No. 3 Incentive under the Fast Track

EXHIBIT B: Approved Plan Set

Attachment: DEVELOPMENT AGREEMENT 03.08.16 (RESOLUTION 3367 : Approving a Town Center TIF No. 3 Incentive under the Fast Track

EXHIBIT C: Required Off-Site Improvements

Attachment: DEVELOPMENT AGREEMENT 03.08.16 (RESOLUTION 3367 : Approving a Town Center TIF No. 3 Incentive under the Fast Track

EXHIBIT D: Fast Track Improvement Costs

Attachment: DEVELOPMENT AGREEMENT 03.08.16 (RESOLUTION 3367 : Approving a Town Center TIF No. 3 Incentive under the Fast Track

EXHIBIT E: Special Assessments

Attachment: DEVELOPMENT AGREEMENT 03.08.16 (RESOLUTION 3367 : Approving a Town Center TIF No. 3 Incentive under the Fast Track

EXHIBIT F: MOU of Development Agreement

Attachment: DEVELOPMENT AGREEMENT 03.08.16 (RESOLUTION 3367 : Approving a Town Center TIF No. 3 Incentive under the Fast Track

EXHIBIT G: City-Owned Improvements

Attachment: DEVELOPMENT AGREEMENT03.08.16 (RESOLUTION 3367 : Approving a Town Center TIF No. 3 Incentive under the Fast Track