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Office of the City Clerk
Taped and Televised

**COMMON COUNCIL
Regular Meeting
Tuesday, May 10, 2016
7:30 PM
Christine Nuernberg Hall**

Agenda

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

2) Public Hearings:

- a) **2016-1467** - An Ordinance Amending a Planned Unit Development (PUD) Approval for the Sarah Chudnow Campus Located at 10995 N. Market Street Reducing the Overall Site Acreage from 19.4 to 16.9 acres **Recommendation to table by Planning Commission February 8, 2016; Recommended by Planning Commission April 11, 2016; First Reading at Common Council April 12, 2016.**

- b) **2016-1468** - An Ordinance Amending Chapter 58, 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 Planned Unit Development (PUD) to Allow for a 9 Lot Single Family Residential Development **Recommendation to table by Planning Commission February 8, 2016; Recommended by Planning Commission April 11, 2016; First Reading at Common Council April 12, 2016.**

3) Personal Appearances and Public Comment:

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

4) Public Officials' Reports:

- a) Mayor
- b) City Administrator

5) Consent Agenda:

- a) Common Council meeting minutes of April 12, 2016
- b) Common Council Organizational meeting minutes of April 19, 2016
- c) Architectural Board meeting minutes of March 14, 2016
- d) Board of Appeals meeting minutes of April 13, 2016
- e) Bureau of Permits and Inspections Report for March 2016
- f) Finance-Personnel Committee meeting minutes of March 8, 2016
- g) Fire Department Report for March 2016
- h) Mequon/Thiensville Bike pedestrian Commission meeting minutes of February 5, 2016
- i) Planning Commission meeting minutes of February 8, 2016
- j) Public Safety Committee meeting minutes of February 23, 2016
- k) Public Welfare Committee meeting minutes of March 8, 2016
- l) Public Works Committee meeting minutes of February 9 and March 8, 2016
- m) River Advisory Committee meeting minutes of February 24, 2016
- n) Sewer Utility District Commission meeting minutes of October 27, 2015
- o) Zoning Enforcement and Site Compliance Report through May 1, 2016

6) Ordinances:

- a) **ORDINANCE 2016-1468** - An Ordinance Amending Chapter 58, 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 Planned Unit Development (PUD) to Allow a 9 Lot Single Family Residential Development. **Recommendation to table by Planning Commission February 8, 2016; Recommended by Planning Commission April 11, 2016; First Reading at Common Council April 12, 2016.**
- b) **ORDINANCE 2016-1467** - An Ordinance Amending a Planned Unit Development (PUD) approval for the Sarah Chudnow Campus Located at 10995 N. Market Street Reducing the Overall Site Acreage from 19.4 to 16.9 Acres. **Recommendation to table by the Planning Commission February 8, 2016; Recommended by Planning Commission April 11, 2016; First Reading at Common Council April 12, 2016.**

- c) **ORDINANCE 2016-1471** - An Ordinance Amending Section 2-204 of the Mequon Municipal Code as it Relates to Identifying and Defining Department Heads. **Recommendation forthcoming from Finance-Personnel Committee May 10, 2016; First Reading.**

7) Resolutions:

- a) **RESOLUTION 3373** - A Resolution Awarding the 2016 GSB-88 Bituminous Seal Contract to Fahrner Asphalt Sealers, LLC, Kaukauna, WI, in the Amount of \$266,030. **Recommendation forthcoming by Public Works Committee May 10, 2016.**
- b) **RESOLUTION 3374** - A Resolution Awarding the 2016 Road Improvements Contract to Payne & Dolan, Inc., Jackson, WI, in the Amount of \$962,170. **Recommendation forthcoming by Public Works Committee May 10, 2016.**
- c) **RESOLUTION 3375** - A Resolution Authorizing Execution of a Professional Services Agreement with Matrix Consulting Group, Mountain View, CA, for Completion of a Human Resource Compliance Audit in an Amount Not-to-Exceed \$23,250. **Recommendation forthcoming by Finance-Personnel Committee May 10, 2016.**
- d) **RESOLUTION 3376** - A Resolution Amending the City of Mequon's 2016 Employee Compensation Plan, in Connection with the Establishment of New and Reclassified Positions. **Recommendation forthcoming by Finance-Personnel Committee May 10, 2016.**
- e) **RESOLUTION 3377** - A Resolution Authorizing the Replacement of Squad Video Cameras and Purchase of Body Worn Cameras. **Recommended by Public Safety Committee April 26, 2016.**
- f) **RESOLUTION 3379** - A Resolution Authorizing Renewal of a Mutual Cooperation Agreement For the City of Mequon's Participation In the Home Investment Partnership Program Administered by Waukesha County. **Recommendation forthcoming by Public Welfare Committee May 10, 2016.**
- g) **RESOLUTION 3380** - A Resolution Authorizing a Development Agreement Between the City of Mequon and P2 Development Company, LLC with a Town Center TID Incentive in The Amount of \$250,000. **Recommended by Economic Development Board May 3, 2016; Recommendation forthcoming by Finance-Personnel Committee May 10, 2016.**

8) Specified Unfinished Business: None

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

10) Specified Miscellaneous New Business:

- a) Aldermanic Appointment: Harold Nonken, Ethics Board Member, District 7

11) Closed Session:

- a) 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).

12) Adjourn

Dated: May 5, 2016

/s/ Dan Abendroth, Mayor

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

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

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

**CITY OF MEQUON
COMMON COUNCIL**

**Regular Meeting
April 12, 2016**

draft

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

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 Hearing:**

- a) Moved by Alderman Nerbun, seconded by Alderman Strzelczyk to open a public hearing to discuss **ORDINANCE 2016-1469** - An Ordinance Amending Chapter 58, 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 Amending the Land Use Plan Map from Office to Community Commercial. **Recommendation of denial by Planning Commission February 8, 2016; First Reading at Common Council February 9, 2016.**

The motion passed by voice acclamation 8/0.

The following citizens spoke in opposition to **ORDINANCE 2016-1469**: Norb Laskowski, Steve Richman, and Bernie Berson. They expressed concerns about the traffic patterns, lack of full disclosure to the public and lack of consultation with the area residents. Jim Hlavacek registered his opposition to this ordinance but did not wish to speak.

There being no one else wishing to speak, moved by Alderman Pukaite seconded by Alderman Strzelczyk to close the public hearing.

The motion passed by voice acclamation 8/0.

Moved by Alderman Adams, seconded by Alderman Nerbun to suspend the rules and take action on **ORDINANCE 2016-1469** - An Ordinance Amending Chapter 58, 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 Amending the Land Use Plan Map from Office to Community Commercial.

Motion passed by roll call vote 8/0:

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

Opposed: None

Moved by Alderman Mayr, seconded by Alderman Nerbun to deny **ORDINANCE 2016-1469**.

Attachment: CC minutes_04-12-16 (1616 : Common Council meeting minutes of April 12, 2016)

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Director Tollefson stated that although the Planning Commission recommended denial of this ordinance, staff said that a text amendment to the zoning code to include only the uses specific to the applicant could be an option, i.e., fitness center or dry cleaning facility. Typically text amendments do not include a specific notification to property owners. In the event a text amendment is proposed in the future, staff could notify the neighbors who expressed opposition tonight or the neighbors could follow up with City staff for an update.

Motion to deny passed upon roll call vote 8/0.

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

Opposed: None

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

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

- a) **Mayor:** Alderman Pukaite stated that a service club called Interact at Homestead High School will be doing a service project to remove the teasel from the grounds of Oriole Lane School on April 23rd. The Department of Public Works will assist with the removal of the invasive species, the Ozaukee Washington Land Trust will treat the new plants with herbicide in the spring, and a mowing schedule will be implemented by the School District in the hopes of controlling this invasive plant. Mayor Abendroth reminded residents that Arbor Day festivities will be held at the Logemann Center on April 24th.
- b) **City Administrator:** The ground breaking ceremony for the new Department of Public Works Combined Facility will be held on Thursday, April 14th at 11:00 am.

Deputy City Clerk Fochs presented the results of the April 5, 2016 election. Mayor Abendroth and Alderman Strzelczyk were reelected to a new three year terms. Alderman-elect John Wirth was elected to a three year term as well. All Council members will be sworn in at the Organization meeting on April 19th at 7:00 pm.

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 Festivals Committee meeting minutes of October 2, 2015
- i) Park Board meeting minutes of December 16, 2015
- j) Planning Commission meeting minutes of January 11, 2016
- 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, 2016
- o) Zoning Enforcement and Site Compliance Reports through March 1, 2016

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

The motion passed by voice acclamation 8/0.

6) **Ordinances:**

- a) **ORDINANCE 2016-1468** - An Ordinance Amending Chapter 58, 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 Planned Unit Development (PUD (Planned Unit Development) to Allow a 9 Lot Single Family Residential Development
Recommendation to table by Planning Commission on February 8, 2016; Recommendation forthcoming by Planning Commission on April 11, 2016; First Reading.
- b) **ORDINANCE 2016-1467** - An Ordinance Amending A Planned Unit Development (PUD) approval for the Sarah Chudnow Campus located at 10995 N. Market Street Reducing the Overall Site Acreage from 19.4 to 16.9 Acres. **Recommendation to table by Planning Commission on February 8, 2016; Recommendation forthcoming by Planning Commission on April 11, 2016; First Reading.**
- d) Moved by Alderman Pukaite, seconded by Alderman Hawkins to approve **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.

Motion passed by roll call vote 8/0:

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

Opposed: None

7) **Resolutions:**

- a) Moved by Alderman Adams, seconded by Alderman Hawkins to approve **RESOLUTION 3369** – A Resolution Awarding the 2016 Crack Sealing Contract to American Pavement Solutions, Inc., Green Bay, WI in the amount of \$157,162.

Motion passed by roll call vote 8/0:

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

Opposed: None

- b) Moved by Alderman Pukaite, seconded by Alderman Strzelczyk to approve **RESOLUTION 3371** – A Resolution Approving the Award of a Contract for the Replacement of a Generator and Transfer Switch at Lift Station A to Frank Gillitzer Electric, Mequon, WI in the Amount of \$47,489

Motion passed upon roll call vote 8/0:

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

Opposed: None

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- 8) **Specified Unfinished Business:** None
- 9) **Presentation of Petitions, Memorials, and/or Remonstrance's and Communications:**
None
- 10) **Specified Miscellaneous New Business:** None
- 11) **Closed Session:**
a) Moved by Alderman Hawkins, seconded by Alderman Nerbun to convene into closed session at 7:57 PM pursuant to Section 19.85(1)(g), Wisconsin State Statutes, conferring with legal counsel for the government body who is rendering oral and written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved (Claim of the Lakes of Ville du Parc Condominium Association).
- Motion passed by roll call vote 8/0:
Favor: Hawkins, Nerbun, Adams, Strzelczyk, Pukaite, Mayr, Leszczynski, Gierl
Opposed: None
- 12) **Adjourn:** Moved by Alderman Gierl, seconded by Alderman Adams to adjourn at 8:25 PM.
- Motion passed by voice acclamation 8/0.

William H. Jones, Jr., City Clerk

**CITY OF MEQUON
COMMON COUNCIL
Organizational Meeting
April 19, 2016**

draft

- 1) Mayor Abendroth called the Organizational Meeting of the Common Council to order at 7:00 PM with the Pledge of Allegiance and the roll call.

PRESENT: Mayor Abendroth, Aldermen Strzelczyk, Pukaite, Mayr, Leszczynski, Gierl, Hawkins, Nerbun, Adams; City Administrator/City Clerk Jones, City Attorney Sajdak, Deputy City Clerk Fochs, Police Chief Graff; press and interested public

2) **Recognition of Outgoing Alderman John Leszczynski, District 4:**

Mayor Abendroth read a proclamation extending thanks and best wishes to Alderman Leszczynski. Leszczynski extended his congratulations to Alderman-elect Wirth and his thanks to Aldermanic candidate Janette Braverman for her campaign efforts. He further thanked the Council, staff members, and the members of District 4. He left with the request to take a fresh look at the Park budget for maintenance and capital improvements since the parks are one of Mequon's finest assets.

3) **Deputy City Clerk to Administer Oath of Office to:**

Deputy City Clerk Fochs administered the Oaths of Office to Mayor Abendroth, Alderman Strzelczyk and Wirth and they took their places on the Common Council.

4) **Common Council President:**

a) **Nominations:**

- 1) Alderman Pukaite nominated Alderman Nerbun for Common Council President
- 2) Alderman Nerbun nominated Alderman Strzelczyk for Common Council President.
- 3) Alderman Adams nominated Alderman Mayr for Common Council President.

With no other nominations proposed, Council members proceeded on to electing the Common Council President.

b) **Election:**

City Attorney Sajdak stated that five votes would be needed to elect a Council President. Voting for Common Council President was conducted by secret ballot. Mayor Abendroth announced Alderman Mayr received three votes, Alderman Nerbun received two votes and Alderman Strzelczyk received three votes. A second secret ballot produced five votes for Alderman Strzelczyk and three votes for Alderman Mayr. The Mayor declared Alderman Strzelczyk the new Common Council President.

5) **Planning Commission Aldermanic Representative Appointments:**

- a) Nomination by Common Council President: Alderman Strzelczyk presented a split appointment between Aldermen Adams and himself.

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b) Common Council confirmed by majority vote 8/0.

6) **Common Council Aldermanic Representative Appointments:**

- a) Economic Development Board: Alderman Strzelczyk recommended Alderman Adams with Alderman Wirth as Alternate #1 and Alderman Pukaite as Alternate #2.
- b) Library Board: Alderman Strzelczyk recommended Alderman Hawkins with Alderman Pukaite as alternate.
- c) Park Board: Alderman Strzelczyk recommended Alderman Gierl with Alderman Strzelczyk as alternate.
- d) Bikeway Commission had no recommendation.

Moved by Alderman Hawkins, seconded by Alderman Nerbun to approve the Aldermanic Representative Appointments.

The motion passed by voice acclamation 8/0.

7) **Convene as Committee of the Whole:** There being no objection; the Mayor declared the Council convened as Committee of the Whole (7:23 PM) to nominate and confirm Standing Committee Assignments.

a) Nominate and Confirm Standing Committee Assignments

Alderman Strzelczyk presented the following recommendations for standing committees assignments:

- i) Finance-Personnel: Alderman Nerbun
Alderman Strzelczyk
Alderman Wirth
- ii) Public Safety: Alderman Hawkins
Alderman Nerbun
Alderman Pukaite
- iii) Public Welfare: Alderman Gierl
Alderman Mayr
Alderman Wirth
- iv) Public Works: Alderman Adams
Alderman Mayr
Alderman Pukaite

Moved by Alderman Strzelczyk, seconded by Alderman Wirth to approve the Standing Committee assignments. The motion passed by voice acclamation 8/0.

b) Discussion Regarding Common Council Meeting Start Time – 7:00 PM.

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Discussion ensued on the possibility of changing the start time of Council meetings to 7:00 instead of 7:30 PM. Committee of the Whole recommended keeping the start time as 7:30 pm.

- 8) **Reconvene as Common Council:** There being no objection; the Mayor declared the Committee of the Whole reconvened as the Common Council (7:28 PM).

- 9) **New Business:**

- a) **Designation of Official City Newspaper:**

Deputy City Clerk Fochs stated per State Statutes the city is required to annually designate an official city newspaper for publication of its legal notices. Staff received two responses to this bid request, recommending News Graphics be designated as the official city newspaper for 2016-2017.

Discussion ensued on the circulation numbers of each bidder, ways to reach out to more residents, bottom line estimates of both bidders, and the possibility of publishing in both newspapers. Council recommended that ways to better communicate with our residents and reach a wider audience should be a future agenda item for the Public Welfare Committee.

Moved by Alderman Pukaite, seconded by Alderman Hawkins to confirm the News Graphic as the official city newspaper.

Motion passed by voice acclamation 8/0.

- b) **Mayoral and Aldermanic Appointments:**

Moved by Alderman Nerbun, seconded by Alderman Wirth to confirm the Mayoral and Aldermanic appointments.

The motion passed by voice acclamation 8//0.

- 10) **Adjourn:**

Moved by Alderman Hawkins, seconded by Alderman Nerbun to adjourn at 7:33 PM. The motion passed by voice acclamation 8/0.

William H. Jones, City Clerk

2)	Dist. 1 6:35pm	Addition	Greg Devorkin 13106 N. West Shoreland Dr. Subd: N/A	Cont: Owner Arch: New Horizon Ventures
<p>Moved to Approve: <u>Youngquist</u></p> <p>Seconded by: <u>Morgan</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>6-0</u></p> <p>Conditions: Plans approved as submitted with the condition that new material to match existing home.</p>				

3)	Dist. 2 6:45pm	Exterior Renovations: Residing/Windows	Ms. Sheila Johnson 11527 N. Laguna Drive Subd: Oz. Country Club	Cont: Vander Hoop Constr. Arch: N/A
<p>Moved to Approve: <u>Weich</u></p> <p>Seconded by: <u>Chich</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>6-0</u></p> <p>Conditions: Plans approved as submitted.</p>				

4)	Dist. 3 6:55pm	Re-Submittal: Outbuilding	Dexter & Cynthia Jones 11344 N. Glenwood Drive Subd: Solar Heights	Cont: Owner Arch: Owner
<p>Moved to Approve: <u>Reed</u></p> <p>Seconded by: <u>Meyers</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>6-0</u></p> <p>Conditions: Plans approved as submitted.</p>				

5)	Dist. 4 7:05pm	New: Single Family Residence	Veridian Homes LLC Lot #16 – Firefly Court Subd: The Enclave @ Mequon Preserve	Cont: Veridian Homes LLC Arch: Veridian Homes LLC
<p>Moved to Approve: <u>Mattingly</u></p> <p>Seconded by: <u>Reed</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>6-0</u></p> <p>Conditions: Plans approved as submitted.</p>				

6)	Dist. 4 7:10pm	New: Single Family Residence	Tim O’Brien Homes Lot #34 Subd: Highlander Estates	Cont: Tim O’Brien Homes Arch: Tim O’Brien Homes
<p>Moved to Approve: <u>Mattingly</u></p> <p>Seconded by: <u>Morgan</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>6-0</u></p> <p>Conditions: Plans approved as submitted.</p>				

7)	Dist. 6 7:15pm	New: Detached Garage	Ben & Amanda Uher 5620 W. Sherwood Drive Subd: Hirschinger	Cont: J.D. Griffiths Co. Arch: N/A
<p>Moved to Approve: <u>Chich</u></p> <p>Seconded by: <u>Reed</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>6-0</u></p> <p>Conditions: Plans approved as submitted with the addition of single hung window with shutters to match existing home.</p>				

Attachment: Arch Brd minutes_03-14-16 (1604 : Architectural Board meeting minutes of March 14, 2016)

8)	Dist. 7 7:25pm	Addition: Garage/Mudroom	Randolph & Pamela Frank 9743 N. Valley Hill Drive Subd: Range Line Valley	Cont: SF Construction & Design Arch: S2 LLC
<p>Moved to Approve: <u>Reed</u></p> <p>Seconded by: <u>Chich</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>6-0</u></p> <p>Conditions: Plans approved as submitted with materials to match existing home with an option to add additional window on North Elevation and shutters to match.</p>				
9)	Dist. 7 7:35pm	Addition: Garage/Porch	Louis & Jean Maier 9862 N. Range Line Road Subd: N/A	Cont: Lakeside Development Arch: N/A
<p>Moved to Approve: <u>Myers</u></p> <p>Seconded by: <u>Morgan</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>6-0</u></p> <p>Conditions: Plans approved as submitted.</p>				
10)	Dist.8 7:45pm	Exterior Renovations: Windows/Doors/Brick/ Siding and new front entryway	Eric Stelske 10438 N. Lake Shore Drive Subd: N/A	Cont: Hickory Bridge Const. Arch: Patera
<p>Moved to Table: <u>Davison</u></p> <p>Seconded by: <u>Pemberton</u></p> <p>Approved: <u>No</u></p> <p>Vote: <u>6-0</u></p> <p>Conditions: Tabled for re-draw to show actual siding and stone to either act as a focal point or carry around all four sides as a beltline.</p>				

11)	Dist.8 7:55pm	New: Single Family Residence	Steve & Michelle Bersell 10108 N. Sheridan Drive Subd: Fairy Chasm	Cont: Fiduciary Real Estate Arch: Vetter Denk
<p>Moved to Approve: <u>Pemberton</u></p> <p>Seconded by: <u>Morgan</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>6-0</u></p> <p>Conditions: Plans approved as submitted.</p>				

12)	Dist.8 8:00pm	Revision to Original Plans: New Single Family Residence	Indrajit Choudhuri 11168 N. Lake Shore Drive Subd: N/A	Cont: Entech Builders Arch: Vetter Denk Architects
<p>Moved to Approve: <u>Pemberton</u></p> <p>Seconded by: <u>Morgan</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>6-0</u></p> <p>Conditions: Plans approved as submitted.</p>				



BOARD OF APPEALS
Wednesday, April 13, 2016; 6:00 PM

Present: Chairman Reitz; Members Ashmore, Levin, Clancy, Deputy Clerk Fochs; City Inspector Rakow, Court Reporter Rodriguez, Gramann Reporting; and interested public

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

The meeting was called to order at 6:03 PM.

1. Approve meeting minutes of February 4, 2016

Moved by Member Ashmore, seconded by Member Levin to approve the meeting minutes of February 29, 2016.

The motion passed by voice acclamation 4/0.

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

Applicant(s): Paul Rausch

Owner: Paul Rausch

Appeal: Requesting a variance from Section 58-237(g)(2) Mequon Code of Ordinances in order to increase the height of the garage beyond the required 15' limit at 11254 N. Solar Avenue.

Inspector Rakow summarized the applicant's case. He indicated that the appellant is requesting a variance from the 15 foot height limitation for accessory structures. The appellant's garage exceeds that limit by 3'7". The addition to the existing garage had no work permits and a stop order was issued in spring 2015. Mr. Rakow stated that if the garage was moved closer to the center of the property the appellant could build as high as 25 feet.

Mr. Rausch explained that he was notified by the City that his travel trailer camper was too large to be out in the open on his property. It should be parked in an enclosed garage. His garage was large enough to park the camper, however, it was not tall enough. Construction on the garage started April 2015, however, no work has been done since mid-summer 2015. His original plans were just to repair the roof on the garage, which needed no building permit. He quickly learned that the repair job would be more extensive and framing changes and trusses were required to make the garage functional. The garage still needs trim and siding to complete the job. The original goal was to comply with the non-compliant letter. His camper is now parked in an enclosed structure off site. There are no objections by the neighbors to his taller garage.

It was noted by the appellant that many homes in his neighborhood have detached garages seemingly over the 15 foot limit. However, the specific zoning for those properties is not known.

City Staff explained that for each foot the structure would be moved into the lot, said structure could be built one foot higher.

Chairman Reitz questioned if other storage facilities were researched, Mr. Rausch explained that the fees are very high and none are located close to Mequon.

Moved by Member Levin, seconded by Member Ashmore to close the public hearing.

The motion passed by roll call vote 4/0.

Favor: Members Ashmore, Levin, Clancy, Chairman Reitz

Opposed: None

The Board deliberated:

- The existing garage pre-existed so the hardship was not created by the appellant in terms of the location of the garage
- The 3' 7" variance is minor and is consistent with other buildings in the neighborhood.
- It is important to be consistent with the application of the ordinances
- The Board can sympathize with the inconvenience and additional expense to build in conformity
- Hardship must be based on conditions unique to the property rather than conditions personal to the property owner
- Options exist to become compliant

Motion by Member Clancy, seconded by Member Levin to approve the variance.

The motion resulted in a roll call vote 2/2:

Favor: Members Levin, Clancy

Oppose: Member Ashmore, Chairman Reitz

The motion to approve failed.

3. Adjourn

Moved by Member Ashmore, seconded by Member Clancy to adjourn the meeting at 6:33. PM. The motion passed 4/0 by voice acclamation.

Respectfully submitted,

CITY OF MEQUON BOARD OF APPEALS

Kathy Andrykowski, Administrative Secretary

Approved 4/26/16

**CITY OF MEQUON
WISCONSIN**

DEPARTMENT OF COMMUNITY DEVELOPMENT

BUREAU OF PERMITS AND INSPECTIONS

MARCH 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	15	1,607.00	27	2,665.00	34	3,472.00
Building Permits	75	41,636.60	185	113,092.13	153	102,734.69
Heating Permits	29	10,696.66	116	20,324.44	142	28,360.34
Temp. Occupancy Permits	8	640.00	14	1,503.00	13	649.00
Occupancy Permits	5	287.00	27	1,674.00	29	2,114.00
Cert. of Compliances	0	0.00	0	0.00	77	4,697.00
Moving Permits	0	0.00	0	0.00	0	0.00
Razing	1	80.00	3	202.00	9	549.00
Plumbing Permits	53	6,413.00	194	24,277.00	202	27,660.00
Electrical Permits	64	5,834.88	216	18,187.65	217	22,093.38
Well Abandonment Permit	1	61.00	1	61.00	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	251	\$ 67,256.14	783	\$ 181,986.22	877	\$ 192,512.41

Note: In 2016 a Security Deposit was included with every building permit fee.
A total of those security fee's will be deducted at the end of 2016.

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

Type of Permit	This Month		Year to Date		2015	
	No.	Value	No.	Value	No.	Value
Residences	3	1,465,500.00	11	6,228,927.00	12	6,118,806.00
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	29	747,310.00	89	2,773,657.00	81	2,481,371.52
Misc Residential	35	382,028.95	64	610,390.32	37	542,039.85
Commercial New/Addition	0	0.00	0	0.00	2	1,500,000.00
Commercial Remodel	1	1,300.00	5	204,037.00	6	72,336.00
Commercial Tenant	0	0.00	2	3,900,000.00	8	1,111,000.00
Utility	0	0.00	5	102,200.00	4	78,000.00
School/Church/Public Add/Rem	7	3,981,391.00	8	4,021,391.00	0	0.00
School, Church, Public, New	0	0.00	0	0.00	0	0.00
Agricultural	0	0.00	1	73,000.00	3	140,000.00
Raze Buildings/UST	1	0.00	2	0.00	9	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	76	\$ 6,577,529.95	187	\$ 17,913,602.32	162	\$ 12,043,553.37

*Total Permits Issued, 2 Residences per 1 Unit

Attachment: Bureau of Permits & Inspections_March 2016 (1615 : Bureau of Permits and Inspections



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
 March 8, 2016**

Present: Mayor Abendroth, Aldermen Leszczynski, Mayr, Pukaite

Also Present: City Administrator Jones, Assistant City Administrator Thyges, Finance Director Watson, Community Development Director Tollefson, Deputy City Clerk Fochs, Executive Assistant Prosser, James Mann, Senior Municipal Advisor/Vice President, Ehlers & Associates, Alexander Novak-Novation Group Consulting, LTD

Mayor Abendroth called the meeting to order at 6:30 PM.

Approve minutes from the February 9, 2016 meeting

Action: Motion to approve the February 9, 2016 meeting minutes (Leszczynski/Pukaite).

Result: Motion passed by voice acclamation.

License applications

Action: Motion to approve license applications and deny operator (bartender) license application for Jeremy Davon Scott as recommended. (Pukaite/Leszczynski).

Result: Motion passed by voice acclamation.

Vouchers for payment

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

Result: Motion passed by voice acclamation.

RESOLUTION 3364 Awarding the sale of \$9,020,000 General Obligation Public Works Facility Bonds, Series 2016A

Finance Director Watson stated before the Committee is a resolution to award the sale of General Obligation Bonds in order to fund construction of the Public Works Combined facility. Mr. Watson turned the discussion over to James Mann, Senior Municipal Advisor/Vice President, Ehlers & Associates to review the bond sale. Mr. Mann reported seven qualified bids were received from underwriters across the country with the low bid received from Bosc, a subsidiary of the Bank of Kansas at 1.83% for a 15 year term.

Action: Motion to approve RESOLUTION 3364 Awarding the sale of \$9,020,000 General Obligation Public Works Facility Bonds, Series 2016A (Pukaite/Leszczynski)

Result: Motion passed by roll call vote (3/0). Resolution 3364 recommended to Common Council for approval.

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

Community Development Director Tollefson stated Dermond Property Investments, LLC has submitted a proposal for a Town Center TID financial incentive under the Fast Track Formula that has applied to other projects in the City's TIDs. Ms. Tollefson went on to say, under the Town Center TID project plan, qualifying development projects allow for receivership of a financial incentive for redevelopment efforts based on a set of criteria. Ms. Tollefson noted the Dermond Property Investments 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.

Action: Motion to approve 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 (Pukaite/Leszczynski)

Result: Motion passed by voice acclamation. Resolution 3367 recommended to Common Council for approval.

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)

Action: Motion to approve 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) (Mayr/Pukaite)

Result: Motion passed by voice acclamation. Resolution 3365 recommended to Common Council for approval.

2015 Budget Report (Unaudited)

Finance Director Watson reviewed an unaudited 2015 Budget Report with the Committee. Mr. Watson stated staff is projecting a budget short fall of approximately \$86,000 primarily due to not executing the budgeted fund balance transfer of \$300,000. Mr. Watson went on to say, other notable variances include favorable variances in fuel costs, salt purchases, and cell tower lease revenues. Mr. Watson noted unfavorable variances took place in building permit revenues, contracted assessing services, Fire/EMS payroll and equipment repairs.

Adjourn

Action: Motion to adjourn (Leszczynski/Pukaite)

Result: Motion passed by voice acclamation. Meeting adjourned at 7:06 PM.

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

Mequon Fire Department

Monthly Report - March 2016



Calls for Service

Call Type	March 2016	YTD 2016	YTD 2015
EMS	131	406	327
Fire	51	125	126
Total	182	531	453

Interfacility Transports	6	20	N/A
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Response Times

Call Type	Average Response Time
First Responder	5:24
Ambulance	8:30
Fire	9:52

Fire Calls

Type/Cause	Number
Fire (structure, car or vegetation)	3
Rescue/EMS (water/ice rescue or search for lost person)	8
Hazardous Condition (no fire, chemical/electrical problem, gas leak)	9
Service Call (smoke removal, mutual aid standby)	3
Good Intent Call (cancelled enroute to alarm or smoke mistaken for fire)	6
False Alarm/False Call (fire alarm, co alarm, or malfunction of system)	22
Severe Weather	0
Monthly Total	51

EMS Calls – By Dispatch Reason/Most Common

Type/Cause	Number
Fall Victim	27
Breathing Problem	14
Unconscious Person	7
Lift Assist	12
Stroke/CVA	1
Sick	7
Traffic Accident	23
Altered Mental Status	3
Chest Pain	4
Seizures	5

Monthly Training

Type	Average Attendance
Fire/EMS	39
Dive/Tech Rescue	18

Community Education

Activity	Number
Department Tours/Fire Prevention Presentations* (Tour groups, birthday parties, community events)	2
Fire Prevention Talk (Offsite - school, facility, business, etc.)	0

Administrative

Activity	Number
False Alarm Charges	20
Burn Permits Issued	79
Fire Inspections	37

Attachment: Fire Dept report_ Mar 2016 (1607 : Fire Department Report for March 2016)



Mequon/Thiensville Bike Pedestrian Commission
Friday February 5, 2016 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 9:17 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 Nina Look For the Jonathan Clark House. The City was represented by J. Keegan and recording secretary B. Vento.

2. Review Minutes of October 2nd, 2015.

Discussion: C. Leonard asked if there were any comments on the minutes of October 2nd. 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

B. Sign on OIT for the Jonathan Clark House – Nina Look

Discussion: C. Leonard asked that we begin with Item B first. All agreed. Nina Look introduced herself as the Director of the Jonathan Clark House on the corner of Bonniwell and Cedarburg Rd. She said that they are developing the museum and welcome anyone who stops by. She and her husband have been working on it for just a couple of years. It's an educational facility that brings history to life and captures what life was like in 1848. They would like to make the museum a little more accessible inside and out. As soon as they pay their debt, they would also like to begin some other projects. N. Look also gave a little more history of the house. N. Look stated that they are close to the Inter Urban Trail and asked if there was some way that a sign could be placed on the trail or if the path could be extend from the trail to the house. K. Wade felt this would be a great opportunity for all of us as this is a spot on the trail where there aren't any rest rooms and people do bike past here as an example for Harvest Fest. C. Leonard asked if we own the signage on the OIT. J. Keegan stated that it's the County's Trail but the sign code would be subject to the Cities Ordinances. However, you would need to start with the County as it is their trail. J. Keegan further stated that he would have to check into the section of road between the OIT and the House to see when the road was paved last. C. Leonard asked if we want to consider adding a trail from the OIT to the house. J. Keegan suggested putting it on the list. He said it sounds like some improvements had been done not too many years ago and would not be on the road program any time soon. K. Wade asked if it completely abuts the trail. N. Looks stated that it does not. The Wells family owns the land in between on the north side of Bonniwell. There is a woodland area and the Jonathan Clark owns into the woods a bit, but they own the rest of the woods that ends at the trail. J. Keegan asked if she had spoken with the Wells Family. N. Look said that they had not yet. J. Keegan stated that there are many public easements on private property throughout the city. This would be completely separate from Bonniwell Road. We don't get funding for the bike path, so perhaps some fund raising could be done for this path. J Keegan

Attachment: Bikeway Comm minutes_02-05-16 (1608 : Mequon/Thiensville Bike Pedestrian Commission meeting minutes of February 5, 2016)

suggested that N Look contact the Wells family as a private citizen. The Wells family would be a little more receptive to this type of personal contact.

Motion: C. Leonard made a motion to have J. Keegan find out when Bonniwell was last paved to see if adding a paved trail from the OIT to the Jonathan Clark House was something that we should consider adding to the Project Prioritization List. K. Wade moved to approve. T. Mooney second. A voice vote was called. All approved. The motion passed 5-0 with 2 absent.

A. Interurban Crossing at Donges Bay Rd – J. Keegan

Discussion: J. Keegan said that the crossing at Donges Bay is an issue with bikers not obeying the traffic signs that are on the trail. There are a couple things going on with Donges Bay right now. Donges Bay Road is in poor shape. It's in our five year program for paving and we're thinking that in the next couple of years we're going to get that road repaved. The actual track crossing for Wisconsin Central Crossing is in really bad shape, so we are also trying to work with Wisconsin Central to upgrade their rail crossing and we are trying to coordinate all this work. These are some of the things we are looking at doing on Donges Bay Road itself. For the actual OIT crossing if we are paving right in front of it we would check to see how it all ties in with the road program once we get to that point. We don't expect to realign through the Libby Montana property. The issue is a matter of the Bikers blowing through the stop signs. We'll look closer at the project once the road is paved to see what we can do. It's my guess that we may be looking at 2017 for work on this road and if not the following year. D. Waschow asked about putting the paths over roads so we don't have to worry about traffic? J. Keegan said that they are very expensive. K. Wade said that stripping makes sense. Maybe we should consider something in the meantime. There is a lot of truck traffic. J. Keegan said we have no control of the bad rail crossing. We keep on Wisconsin Central all the time, but they do as little as possible. K. Wade said that maybe we could have something farther down the trail for a warning. C. Leonard said that any signage would be the County. J. Keegan said that he would have to check out some things with D. Curran on the signage. C. Leonard asked if we should table this issue. J. Keegan agreed until he can get some more information.

REGULAR BUSINESS

4. Priority Information List – C. Leonard

Discussion: C. Leonard asked if we have a road plan for this year yet. J. Keegan said that we are working on it right now. We've completed the road rating and are in the process of developing the 2016 road program. It will go to the March Public Works Meeting. Green Bay Road, item number two on the priority list is on it and we're looking at doing bike lanes. I will have more to update at our next meeting.

5. Bike Path Ahead Signs

Status of sign placement by Public Works Department

Discussion/Approval: J. Keegan said that we already have signs with a bike and an arrow. It's a rather large sign. We need to make sure that they are in public easements. It's on his list to do for some time now along with the list of connections. Before we put a sign up we have to make sure that people can use the connections. The signs are not free, but could be at a reduced cost because we have had them for some time now verses having the custom signs made. If the group is ok with using that type of signage it will save money and will be easier for us to get them installed.

6. Bike Racks – C. Leonard

Discussion/Approval: C. Leonard said that she has nothing to update. Nina Look is looking for a bike rack and may take the one that is at Public Works. This was formerly at the Library and was removed when they got different ones. J. Keegan said that he would check with Community Development if they have a place for the rack first. C. Leonard said that otherwise Jonathan Clark is thinking about it.

7. Education – K. Wade & J. Krueger

A. Share and Be Aware

Discussion/Approval: K. Wade said that the majority of the programs as cost based. With the budget we have there's not much more that can be done.

8. Highland Rd – C. Leonard

A. Off-Road Path – Rotary Park to Laurel Ln

Discussion/Approval: C. Leonard referred everyone to a map included in their packet. Laurel Lanes is off of Bonniwell Road and dead ends well west of Mequon Rotary Park. It would be nice if we could have a path that would connect Laurel Lane to Rotary Park. That would take some bike traffic off of Green Bay Road and people navigate that mile long stretch between the two. J. Keegan said there is no public easement and not publicly owned property and that would be the challenge to get the rights in there. J. Keegan will check to see if Laurel Lane is a public roadway. Another issue would be if the people living on Laurel Lane would approve of the traffic from bikes and pedestrians. C. Leonard seeing as there is not much interest at this time, we will remove from agenda.

9. OIT Improvement

A. Accident at Donges Bay & Interurban Trail

Discussion: C. Leonard stated that this has been on the agenda for some time and was another resident concern. This accident occurred in 2014. J. Keegan said that we talked about it and suggested that maybe this is an item that once again should be on the priority list. C. Leonard said that there are mirrors and lines on the path to help with vision around a structure near this point. C. Leonard asked if item should be removed from the list as these relate to items already on the Prioritization List. All agreed.

10. Off Road Bike Path on Donges Bay

Discussion: J. Keegan stated that the City Clerk who lives in Council Hills has children that go to the park. We Energies is planning to replace a High Pressure Gas Main and its going to be south of Donges Bay Road and then shift to north of Donges Bay Road. We Energies is getting easements from property owners and she thought that the City could piggy back on top of We Energies easements at the same time to perhaps someday do an off road path. Unfortunately that's not how easements work; it's going to be We Energies negotiating with private property owners independent of the City involvement. We have no vested right in there except for when it crosses public land and then in those areas it's across a roadway. There are advocates for having a path there someday, but we have no rights for a path there. No one will be able to build in that corridor so some day we may be able to put a path there. C. Leonard said that this item 15 on the Prioritization List and will be addressed when we talk about rearranging the Priority list.

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

A. Mountain Biking

Discussion: C. Leonard has not yet been able to make the meetings and hoping to do so for February. The County is building a mountain bike trail in the Mee Kwon Park. There are different types of mountain bike paths and we need to continue to work with the Park Board to see if there is the ability to put a different type of mountain bike path in a City park.

12. Other Business

A. Disconnects – J. Treffert (A. LaFond)

B. Bikeway Commission Schedule for 2016

Discussion:

- A. C. Leonard said this related to our maps not working and asked whom she should speak about it. K. Wade said that she would speak to Mark Harris. C. Leonard said that has been on the list for awhile and it is possible that it is already working.
- B. C. Leonard asked if there were any concerns with the dates. C. Leonard motion to approve the schedule. K. Wade Second. Voice vote call. The motion passed 5-0 2 absent.

Next meeting: April 1st, 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 10:22 a.m.

Dated: February 15, 2016

/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
PLANNING COMMISSION MINUTES
February 8, 2016**

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

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, January 11, 2016 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 January 11, 2016 Planning Commission meeting minutes.

Action:

Commissioner Mason moved to approve the January 11, 2016 minutes.
Commissioner Fuchs seconded the motion to approve the minutes.
A voice vote was called. All voted aye, 8-0.

Consent

2. WE Energies

Address: 7980 W. Donges Bay Road Tax Key: #14-028-16-005.00 Zoning: R-4 District: #4

Request: 1. Road Reservation Vacation

Briefing: The applicant is seeking a road reservation vacation to remove a 30' road reservation for the property located at 7980 W. Donges Bay Road.

3. Fiddleheads Coffee

Address: 10530 N. Port Washington Road Tax Key: #15-179-0001.000 Zoning: B-4/PUD District: #8

Request: 1. Master Sign Plan Amendment

Briefing: The applicant is seeking master sign plan amendment approval to allow for signage on two awnings, 8 square feet in area, at the property located at the 10530 N. Port Washington Road.

Action:

Commissioner Bessler made a motion to approve the consent items #2, #3
Commissioner Becky Schaefer seconded the motion.
A voice vote was called. All voted aye, 8-0.

Public Hearing

4. P2 Development Company, Bob Bach / Lakeside Development

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

- Request:**
1. Conditional Use Grant
 2. Building/Site Plan
 3. Certified Survey Map
 4. Specimen Tree Removal

Briefing: The applicant is seeking conditional use grant, building/site plan, certified survey map and specimen tree removal (2 trees) approval for a three story 88 unit multiple family residential development located at 6729-6835 W. Mequon Road.

Action:

Commissioner Parrish made a motion to go into public hearing.
Commissioner Stoker seconded the motion.

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

Action:

Commissioner Parrish made a motion to go into public hearing.
Commissioner Stoker seconded the motion.

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

Asst. Dir. Zader stated that at the November Planning Commission (PC) meeting, the applicant was approved for concept plan and PUD rezoning which then was also approved by the Common Council (CC). They are now seeking conditional use grant, building/site plan, specimen tree and certified survey map approval. The number of apartment units has been dropped to 81 to better fit along the south property line. The average size of the apartments is 1,232 with a mix of:

- 21 1-bedrooms
- 42 2-bedrooms
- 18 2-bedrooms with den apartment

There are a few waivers as part of the PUD that were granted:

- 20% of the units are allowed to be less than 1,000 sq. ft. with no unit less than 881 sq. ft.
- FAR for the entire project allowed to be at 66%

All the other zoning requirements are met. The site plan has some minor changes that were made based on comments from the CC:

- The building was slightly shifted to the north to add an additional buffer to the apartments to the south. The applicant is planting additional trees on the neighboring property as a buffer.
- The intersection was modified to include an island was moved.

There will be a shared driveway with the RCAC, the Memory Care Facility and future retail development. As part of this approval, it will be required that this section of the road get installed before occupancy of either of these two developments. It will include the island, the street trees, the landscaping and the sidewalk out to Mequon Road.

Regarding the building plan, staff has a few recommendations. One recommendation is to have the southwest corner of the building have similar brick to what is on the northwest corner. The articulation on the building has been slightly changed. The preferred design is that the columns do not extend all the way up to the roof line. Staff is looking for some more trim detail over the windows to provide a more horizontal band across that elevation. Commissioner Jim Schaefer, PC architect, is supportive of these changes and he feels that these changes are much improved since the last meeting.

There are two specimen trees located in the middle of the proposed project and Ken Baker, City Forester, reported that the trees are not in the best condition and he is supportive of the two trees being removed in accordance with the City's Tree Preservation Ordinance.

The building is 2.5 stories in height which by code requires a shadow line study. Staff feels that no matter what gets developed on that property; the narrow property to the west will be in the shadow line. There is very minimal difference between the 2.5 story and 3 story shadow line impact.

Regarding the landscaping plan, there are a number of suggestions made by Terry Higgins, the City's landscape architect consultant. The applicant has already made these changes and they are satisfactory to Staff. The applicant will be planting a number of trees on the neighboring property and staff has asked for some variation in the species.

The lighting plan needs a few small changes. The plan shows the same fixtures as the Memory Care facility for the parking lot. They are using the Town Center fixture for the road. There will be a few other minor tweaks to the dispersion plan that staff will handle as a condition of approval.

The certified survey map will be divided into three separate lots: the RCAC, the apartment building and the future retail

portion which Lakeside will retain ownership.

Staff recommends approval according to the conditions in the report.

The applicant, Bob Bach, stated that the neighbor to the south was a main focus. There are allowing planting on their property to help buffer between the buildings. He feels that the combination of moving the building to the north and adding the buffering helps to alleviate concerns of the residents. They also reduced the number of units from 88 to 81 units.

Commissioner Fuchs asked about the landscaping on Mequon Road to help cut the massing of the building.

Mr. Bach answered that there will be tall street trees planted along the north property line parcel as well as south of the parking lot by the green area.

Ald. Adams stated that she has given much thought to this project and at this point she is not supportive of this large building. She would prefer smaller buildings, maybe connected, with some more finesse. She stated that there will be many more apartments coming in the TC area.

Commissioner Mason asked about the stone sample the applicant had with them.

Mr. Bach stated that there will be Iannon stone around the building. They exceed the required masonry requirements of the city.

In response to Ald. Adams he answered that they have conducted two studies that warrant the need for these apartments. The high-end amenities need to be off-set by a certain number of apartments. He feels that having all the units under one roof helps contribute to a community feel.

Commissioner Stoker asked if the applicant was comfortable with all 22 of staff conditions.

Mr. Bach stated that they are comfortable with all of the staff recommendations. They have spent a lot of time with Km and Jac and Jim Schaefer and they made all the recommended changes.

Commissioner Parrish stated that he appreciates that the applicant responded to the feedback from the PC at the concept plan meeting. He stated that he feels comfortable with the size of the building and that the apartment building will not sit directly at the road. There will be retail in the front of this building along the street. He asked for some explanation about the location of the entranceway due to the pool being located directly at the front of the building. He prefers that the pool be tucked into the building and that there be a more prominent entry area. He also asked about the percentage of amenities of the space.

Asst. Dir. Zader stated that they due to the large amenity of the pool and the underground parking, there are not other options for the location of the pool. It is a tough site to accommodate this amenity. They did make some changes to try to work with this situation: they made the corridors wider; it gives a little more privacy to some of the units; almost like a courtyard feeling.

Mr. Bach answered the amenities are about 12-13%.

Mr. Bach explained that the second floor above the pool is a common area with grills and a fire pit. It is over 4,500 sq. ft. He stated that it is a great gathering space for the residents. There is a community room on the 1st floor next to the pool for the residents to use for parties and large gatherings. The intent is that this is a community and not just an apartment building. Residents can stay on site to work out, use the pool and have friends over. The applicant also wants to establish this as a walking area to nearby TC amenities and services.

Commissioner Becky Schaefer stated that the changes have been well done. She also has concerns about the size of the building. She asked about the projected average rent.

Mr. Bach answered that the rents would start at about \$1,400 to about \$2,300 depending on size of the unit, floor an

location in the building. He stated that this building is set back from the street and there are other buildings close to the street that would be more noticeable than this building.

Commissioner Bessler asked for clarification about the significance of the FAR waiver that was approved.

Asst. Dir. Zader answered that the FAR is the floor area ratio. In the Arrival Corridor (AC) it is 50%. The applicant asked for 66%. The Demond apartments asked for 100% and were granted 116%. Some of the reasons for the FAR increase are due the many large amenities and the indoor pool. It is not isolated to this site it includes the RCAC which has many community areas and cafeterias. It was deemed acceptable and built into the PUD that was approved by CC.

Ald. Adams stated that she is open to apartments and likes the high end amenities. She would like to have smaller buildings and less massing. She would like the trees to enhance the landscaping not to hide a building.

Commissioner Fuchs asked if there is integration between the three buildings considering they offer varying levels of living and care.

Mr. Bach stated that each building is separate but there is a natural progression of utilizing the different buildings and one could stay within the same campus when needing to change their level of care. They are planning to appeal to empty nesters and can offer more than one service. They also own the Memory Care center.

Action:

Commissioner Mason made a motion to approve based on all the staff recommendations.
Commissioner Stoker seconded the motion.

A roll vote was called. Vote passed 7-1 (No: Ald. Adams)

5. Robert Niebauer for Lakeside Development

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

Request:

1. Conditional Use Grant
2. Building/Site Plan

Briefing: The applicant is seeking conditional use grant and building/site plan approval for a three story 60-unit assisted living care facility located at 6729-6835W. Mequon Road.

Asst. Dir. Zader stated that this is phase 2 of the approvals for this site. The only change from the last version is that the building has been shifted further from the tree line at the south property line. Staff is asking for the building to be shifted back three feet to allow for a grass terrace area to be added back into the plan. A small storm water pond was added to help with possible capacity issues from the large storm water pond. They are still working on some areas relating to the retail portion of the site but there is ample space to handle all the storm water requirements. This is a RCAC facility with 53 surface parking spaces and 34 underground parking spaces. There is a shared parking agreement among all of the entities at this site.

The new building design is a vast improvement from the concept plan. The colors have been softened to a more earth tone palette that is compatible with the memory care facility. Staff is happy about the changes that have been made. The height of the building exceeds 2.5 stories which requires conditional use grant approval. The shadowing would take place in the interior of the lot and will not have any impact on the surrounding properties. There are some minor landscaping changes on the interior road. The same issues regarding the interior lighting and having the TC lights to extend the length of the road apply here as item #4. There are no specimen trees on this site but tree protection fencing is recommended at the tree line on the south property line to protect the trees during construction. Staff recommends approval.

Action:

Commissioner Stoker made a motion to go into public hearing.
Commissioner Fuchs seconded the motion.

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

Action:

Commissioner Stoker made a motion to go into public hearing.

Commissioner Becky Schaefer seconded the motion.

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

Ald. Adams stated this is a completely different issue than the apartment building because it is a much smaller building and much more similar to other buildings in town. She feels there is a need for this type of service in the community. She likes the new building design.

Commissioner Fuchs asked about the comparison of height compared to the apartment building.

Asst. Dir. Zader answered that the buildings are roughly the same height.

Action:

Commissioner Stoker made a motion to approve with staff recommendations.

Commissioner Bessler seconded the motion.

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

Regular Business

6. Mequon Town Center LLC

Address: 11205 – 11315 N. Cedarburg Road Tax Key: #14-050-02-05-003 Zoning: TC District: #2
5900 – 6048 W. Mequon Road Tax Key: #14-050-02-04-001

Request: 1. Development Agreement Amendment

Briefing: The applicant is seeking development agreement amendment for the property located at the northwest corner of Cedarburg Road and Mequon Road in Town Center to extend the timeline for Phase II project completion: Café Hollander.

Asst. Dir. Zader stated that this is an update for the PC. The current development agreement states that the completion of Phase II of Café Hollander shall be done no later than February 29th. The applicant is now requesting that the completion date of Phase II be June 30, 2016 with total completion and all site amenities completed.

Commissioner Becky Schaefer asked if it is projected to be done prior to that date.

Blair Williams, President of WiRed, answered that it is projected to be done one month prior but the amended development agreement ties the date together.

Commissioner Becky Schaefer stated that she is happy to have Mr. Williams present at the meeting and would like his presence at all PC meetings when issues regarding his property are being discussed.

Commissioner Fuchs asked about the reasons for the delays.

Mr. Williams answered that there are many issues occurring within the Lowlands organization. There were many design changes and they did not have the site far along enough to pour the concrete in the fall.

Commissioner Mason asked what percent of the building is currently complete.

Mr. Williams answered that they are over 50% complete. His commitment as the landlord will be completed this month. His portion is 100% completed except for the final landscape and some final improvements at that site. He says that it is much further along internally than it appears from the exterior. He feels confident about the June 30th day and he is

hopeful they would be able to open sooner.

Commissioner Fuchs asked what exactly is considered complete by staff.

Asst. Dir. Zader answered that all items that went before the PC for approval: landscaping, lighting, site, parking lot, storm water, building elevations; everything must be completed.

Ald. Adams stated that the community is very excited about Café Hollander opening soon. She asked about the outdoor spaced and how it will be shared between Café Hollander and Colectivo..

Mr. Williams answered that there will be two distinct outdoor spaces; each has an area for their customers. He said the area was designed to complement each other and he expects it will be a very active space.

Action:

Commissioner Bessler made a motion to approve the item.

Commissioner Parrish seconded the motion.

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

7. Dan Mikolajczak

Address: 8677 W. Freistadt Road Tax Key: #14-021-06-009.00 Zoning: R-1/OA, C-1/FW District: #3

- Request:**
1. Remove from Table
 2. Minor Request - Accessory Structure + 1,000 sq. ft,

Briefing: The applicant is seeking accessory structure approval for a new storage building at the property located at 8677 Freistadt Road.

Action:

Commissioner Becky Schaefer made a motion to remove from table

Commissioner Stoker seconded the motion.

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

Asst. Dir. Zader stated the use of this building was previously discussed. The applicant was previously approved in November of 2015 to use the structure “primarily” for agricultural purposes. The City Attorney issued an opinion that based on the code; the building had to be used solely for agricultural purposes.

The applicant has now provided a 2 hour rated wall separating the personal portion and the agricultural portion. The personal portion will be 2,268 sq. ft. and the portion used solely for agricultural purposes will be 1,880 sq. ft. The personal portion did go before Architectural Review Board and was approved at their last meeting. The 1,880 sq. ft. portion is before the PC now for approval. This could have been on consent except that it needed to be removed from table. Staff feels satisfied with the outcome of this issue.

Action:

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

Commissioner Fuchs seconded the motion.

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

Commissioner Parrish recused himself from items #8 and #9.

8. Tom Zabjek for Lakeside Development Company /Oriole Lane

Addresses: Land immediately south of 11104 Oriole Lane.

Tax Key: #15-030-02-023.00 #15-030-02-022.00

Zoning: R-3, IPS, PUD, C-2 District: #6

#15-030-02-020.00 #15-030-02-021.00
#15-030-03-024.00

Request: 1. Rezoning Recommendation
2. Concept Plan

Briefing: The applicant is seeking rezoning recommendation and concept plan approval to allow 9 lots for a single-family residential subdivision on a 10-acre property located immediately south of 11104 Oriole Lane.

Asst. Dir. Zader stated that items #8 and #9 are inter-related. The IPS/PUD that Sarah Chudnow is covered by along Oriole Lane is zoned R-3 residential. There was a land division that created four separate lots along Oriole Lane. The applicant would like to do a PUD on this development. In order to do a PUD, a minimum of 10 acres is required. They are doing a land swap with the JCC so that they are able to apply for the PUD.

The applicant is proposing nine single family condominium units. There are a number of wetlands on the site that allow for very little developable area. In an effort to protect the wetlands and create a plan that would work, the development is located in the center of the site. It keeps the property lines to the south further away from existing residential units.

Staff does not prefer the two units located to the south; which are close to the road. Staff feels that all 9 units could be located off the main road and still meet the 30 ft. spacing requirement. The plan does require a wetland fill. This would be a general permit through the DNR. Staff has been working with the DNR on a number of issues; the wetland fill and the wetland setback deviation and the issues are not yet resolved. Staff is recommending tabling this item until some of these issues can be resolved. Another outstanding issue is the specimen trees. It is not known how many specimen trees would be impacted by this development. The work needs to be done to identify the trees.

Staff recommends tabling the item.

Janet Ehn – 1948 W. Hidden Reserve Court. – Opposed. She is the president of the homeowners association of Hidden Reserve. She has received many concerns about this proposed development. The concern is regarding the wetlands and also all the development that has occurred in this area. The buffer area would be removed and wildlife would be disturbed.

Charles Bomzer – 1963 W. Hidden Reserve Court. He is opposed because of the disruption of the rural character of the area. He has concerns about the infrastructure of Oriole Lane and the additional stresses on infrastructure components.

John Graham – 9627 W. Highland Road. He is in favor of this development. He is not a neighbor but he encourages development like this throughout the city. He says the developer is sensitive to the environment there. He stated that the condominiums would have an association that would be care for the common areas.

Lisa Lamb – 10925 N. Oriole Lane. She is opposed and lives directly across the street from the proposed development. She read a letter she sent to Ald. Hawkins. She stated that there are serious water problems in that area and says that there is constantly standing water. She is concerned about the storm water ponds proposed and worried there will be more flooding. She is concerned about the location of the proposed road and headlights going straight into their home. She is concerned that the sewer system would be comprised with additional use. She is worried about the additional traffic there because there are no sidewalks or lights and many people walk on Oriole Lane.

Al Washko - President of the Winding Hollow association. He is concerned about the drainage and says they will be directly affected. He stated that Winding Hollow will hire engineers if the applicant does not to help evaluate the drainage concerns. He wants to ensure that any plan is well thought out and well executed.

Mr. Tom Zabjak, President of Lakeside Development, and Scott Humber were present. Mr. Zabjak stated that the property is zoned for residential development. They could develop four individual homes on this site which would not require any additional engineering evaluation. He feels that developing four homes there does not add to the neighborhood. He says there is a huge demand for these type of homes and he does not have any concerns about absorption. He stated that have spent about \$40,000 evaluating the site regarding the wetlands. He does not want to move forward and spend more money before getting feedback from PC to be able to move forward.

Mr. Humber added that they have built homes in the Mequon for 40 years. He says they are losing clients because there is

not the type of housing for older residents wanting high end product in a smaller home. This design has less impact than individual homes would have on the area.

Mayor Abendroth stated that he has received feedback from many older residents that do want to sell their larger homes and buy something smaller in Mequon. He feels this type of product and the location is very desirable. He asked Mr. Zader to explain the difference of a conservation subdivision versus individual home builders and the storm water issues.

Asst. Dir. Zader explained that if four individual homeowners are to build on these lots they are not required to provide any storm water maintenance for their individual lots. Through the proposed conservation subdivision the developer is required to provide a full storm water management plan that will need to meet all the requirements.

Mr. James Keegan, Deputy Director of Engineering, stated that the wetlands were delineated by an assured DNR delineator. They were classified as moderately susceptible. The City's code does not set a setback for this classification, so the city defaults to the DNR's standards; which is a 50 foot protective area. There cannot be direct run off from impervious surface from 50 feet. The fill for the wetland is regulated by the DNR. A storm water management plan is required for this site and would be approved by both the City and MMSD. It requires that run off does not increase the current rate at this site. It would be a well vetted site.

Commissioner Fuchs asked how the proposed 9 units compare in square feet to other homes on Oriole Lane. He stated there is a nice mix of homes there. He feels that Hidden Reserve is further away and not directly impacted. He is concerned about the water issues here and suggests that there be a safety factor to ensure there are not added issues. He would like to table this issue until the water issues can be better addressed.

Mr. Zabjak stated the units would be a very upscale (\$200 - \$400/sq. ft.) unit of around 2,400 – 3,000 sq. ft. He feels what is being proposed would be an enhancement to the neighborhood.

Ald. Adams stated that this area has a lot of history. Before she can vote she would like to hear from the neighborhood on Oriole Lane about how they feel, she wants to know the answers regarding the wetlands, the answers to the specimen trees; how many will be affected and is the site buildable. She does not feel that the yield plan is feasible. She feels that lots 7, 8 and 9 do not work well on this site.

Commissioner Stoker stated that he likes the concept of the cohesion and he knows the product and is supportive. He feels that an appeal to this development is that it is a known quantity as opposed to four individual homes that could be very different. He is concerned about the 40 x 60 pad being buildable. He has the confidence that the staff will do the due diligence. The DNR will not allow the project to proceed unless everything is done correctly and examined thoroughly. He supports this proposed development.

Mr. Humber stated that the condos will be cottage style, clustered close together and it is not anything that has been done before in Mequon. It is for residents that want a sense of community that do not want to share a wall. The idea is to cluster and to have as few hard surfaces. Minimize lawns and have more nature close by.

Mayor Abendroth stated that there is support for the concept plan and there needs to be more information regarding the wetlands.

Commissioner Mason stated that he favors the concept plan because he feels it is a better design than 4 individual homes. He does have concerns about the water and drainage and does not want the neighbors to be negatively affected. He asked Mr. Keegan if there are current issues being dealt with in the area now.

Mr. Keegan answered that there were no active drainage complaints at the time of Children's Hospital was being developed. Engineering takes feedback from neighbors when there are concerns when reviewing grading plans and site plans. The reviews will be thorough. This is all the materials that have been presented for this site thus far.

Commissioner Mason asked the applicant if the reason for doing fill is to get the houses high enough to get out of the water and he asked if there will there be basements.

Mr. Zabjak answered that some of the wetlands need to be filled in not to raise the area. He answered that they are

planning to put basements in the condominiums.

Commissioner Becky Schaefer stated that she is not in favor of the development. She does not feel this site is desirable for building because of the reoccurring water issues. She likes the idea but not on this site. She agrees to table the issue.

Mr. Zabjak stated that they will develop on this site regardless of which plan is chosen; either the proposed plan or 4 individual homes.

Commissioner Fuchs stated the he likes this development. He feels that the conservation subdivision is favorable and that it is more attractive than what is currently there. He feels there is a market for this type of homes. He wants to make sure the water and drainage issues are reviewed thoroughly.

Mayor Abendroth stated that the rezoning would be done by the CC.

Action:

Commissioner Becky Schaefer made a motion to table the item per staff recommendations.

Commissioner Fuchs seconded the motion.

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

9. Sarah Chudnow

Addresses: 10995 N. Market Street Tax Key: #15- 030-02-023.00 Zoning: IPS/PUD, R-3 District: #6

Request: 1. Rezoning Recommendation

Briefing: The applicant is seeking a rezoning recommendation approval to reduce the overall land area of the PUD by 2 acres for the property located at 10995 N. Market Street.

Asst. Dir. Zader made a suggestion to table the item based on the action taken on item #8.

Action:

Ald. Adams made a motion to table the item based on the action taken on item #8.

Commissioner Becky Schaefer seconded the motion.

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

10. Kohler Credit Union

Address: 11351 - 11363 N. Port Washington Road Tax Key: #15-019-13-020.00 Zoning: B-3 District: # 5

Request: 1. Rezoning Recommendation
 2. Land Use Plan Amendment

Briefing: The applicant is seeking a rezoning recommendation and land use plan amendment approval change from B-3 (Office) to B-2 (Community Commercial) for the property located at 11351 - 11363 N. Port Washington Road.

Asst. Dir. Zader stated that the Kohler Credit Union is seeking rezoning from B-3 office to B-2 community commercial zoning. The applicant states that they are having difficulty securing tenants that will wait to go through the process to obtain a text amendment or conditional use grant. They are seeking more flexibility in uses for the site. When evaluating rezoning these factors are considered:

- What does the surrounding area look like – the properties to the north, to the south and surrounding this site are all zoned B-3. This was done purposefully when the area was rezoned. The B-3 zoning was used as a buffer between the Port Washington commercial corridor and the residential single family homes to the west. If this property were to be rezoned, staff feels that many other properties in the area would also come forward with rezoning approval requests. This would open the possibility of a fast food restaurant being allowed.

- Are there reasonable uses allowed. It was zoned B-3 when Kohler Credit Union was built on this site and they should have requested the change at that time.

Staff is not supportive of these approval request and feels that this property should remain as a B-3 zoned area as it serves as a buffer. It may be beneficial to change some of the allowed uses in the B-3 zone. Staff can look at these uses to be allowed in the B-3. The LTD Overlay district could also be an option. It allows for more limited retail (Lexington Square) but does not allow the fast food restaurant.

Brian Stark, agent for the Kohler Credit Union, stated they are seeking more flexibility on uses allowed. They are having a difficult time leasing for their two vacant spaces at this property. It is very hard to market for the specific uses allowed. Potential renters have not wanted to wait to go through the approval process.

Ben La Macchia from the La Macchia Group designed and built this building. He stated this is a professional, owner occupied building. They would like a designation retailer in their spaces. They would like the flexibility to work with possible tenants with permitted uses. They want to be able to market this property for personal services (beauty salon, dry cleaner, health, fitness). The approval process is too lengthy.

Asst. Dir. Zader stated that beauty services already are an allowed use in the district.

Mayor Abendroth stated that the LTD Overlay would be a better option for the applicant. He stated if they have suggestions for uses in the B-3 to bring them forward.

Ald. Adams stated the LTD Overlay is too expansive of what could be allowed. She thinks too many others will request this as well. She is more comfortable evaluating a specific use.

Commissioner Fuchs stated he too favors the property remaining a B-3. He stated there is more control and less impact on surrounding parcels. He stated that he has a fundamental problem with developers that build under one zone and then apply to change the rules. He will vote no against the B-2.

Commissioner Bessler stated he feels the same way as Commissioner Fuchs.

Action:

Commissioner Bessler made a motion to deny the request to rezone the property.

Commissioner Fuchs seconded the motion.

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

8. Announcements

Development Inquiry

Commissioner Fuchs asked Ms. Tollefson about the Ruby Tap Loan Program listed on the Development Inquiry.

Ms. Tollefson answered that in 2013 staff along with First Financial Bank Center, have established a business loan and expansion loan program. They typically invest in downtown areas. The program was developed to target Town Center. Town Center (TC) businesses are eligible for it and it is a nice economic development tool. TC is part of a TIF district which helps provide public improvements as well as provides incentives to the developer for redevelopment. This helps businesses build out their tenant space, enhance their current space by allowing for capital investment and equipment investment. This specific case is helping with the completion of their outdoor dining space. All of the underwriting and all of the financial commitment comes from First Financial, there is no money given from the City. When this program was approved by the CC, some criteria were established: for what type of business the City would like the dollars to go towards:

- Business Expansion
- Startup businesses
- Uses that will create a larger user base and employees
- A business that provides attraction people gathering and creating vitality

Ms. Tollefson also explained the Revolving Fund Loan (RFL) is from Community Block Fund Dollars provided through HUD; a federal government program that was approved about 6-7 years ago for \$650,000. It is completely based on job creation. Eligible for up to \$20,000 for every full time job created and it is available city-wide. The Ozaukee County Economic Development Corporation helps the City of Mequon administer the program as they are more familiar with state and city criteria.

This specific case is Nichol Park recreation facility has a new potential user. Their business plan includes year-round activity, lessons and a contract with First Tee (the PGA youth program). They are looking for a loan to help with job creation at that site and it will help with land acquisition as well as capital investment. The Ozaukee Economic Development Board along with resources in the private lending businesses doing all the underwriting and vetting for the City. There are specific loan terms and collateral associated which is managed by the finance department.

Next Meeting is Monday, March 7, 2016

10. Adjourn

The meeting adjourned at 9:25 pm

Commissioner Stoker moved to adjourn.
Commissioner Fuchs seconded the motion.
All voted aye. Vote passed 8-0



**Public Safety Committee
 February 23, 2016
 MINUTES**

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

Others Present: Diane Anderson, resident

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

1. Approve meeting minutes of December 14, 2015

Moved by Alderman Leszczynski, seconded by Alderman Hawkins to approve the meeting minutes of December 14, 2015. The motion passed by voice acclamation.

2. Annual report of the Fire Department

Chief Bialk summarized highlights from the Fire Department report for committee members noting that calls increased 11% from last year.

Committee members extended their gratitude and complimented the staff on their professionalism, commitment, and innovative approaches towards department cost efficiencies. The chairman stated she will draft a letter, which all members expressed a desire to sign, to acknowledge on record the department's accomplishments.

In response to questions raised, Chief Bialk additionally updated the committee on station improvements and the availability of Narcan to counteract heroin overdoses on ambulances.

3. Intersection Review: Crestline Road at Haven Avenue

A complaint from resident Diane Anderson was received regarding trees in the public right away that are obstructing intersection visibility at Crestline Road at Haven Avenue. The property owner adjacent to the trees requested that the intersection be evaluated for a four way stop prior to tree removal. Diane Anderson was present at the meeting, however despite emails and home delivery of the meeting and item analysis information, and telephone contacts, the adjacent property owner failed to respond or attend.

Upon inspection of the intersection, city staff determined that visibility is impaired by the trees as they are within the clear site triangle of the intersection. The intersection was also evaluated and determined not to have the crash history or traffic volumes that would warrant a four way stop as per the Manual of Uniform Traffic Control Devices. Because the trees create a public safety hazard and are in the public right of way, the city is obligated and responsible for removing said hazard to provide clear line of sight.

Committee members discussed additional options such as allowing the adjacent property owner to move the existing trees, or having staff explore the idea of offering said property owner like replacement trees from the city's nursery (only if available). Diane Anderson

stated that if replacement trees were offered by the city, said plantings should be much farther back into the private property and kept low, which the committee confirmed would be required.

Further discussion revealed that moving the trees would be problematic due to a nearby fire hydrant (water main), and replacement offers need careful precedent setting consideration.

Alderman Hawkins moved to table this item for further study on utility lines and research of the discussed options, however with no second received, the motion failed.

Moved by Alderman Leszczynski, seconded by Alderman Pukaite to remove the trees per staff recommendation. The motion passed by majority voice vote with one opposed.

The committee additionally suggested that for this current circumstance, the city notify the adjacent property owner of the scheduled removal of these trees via letter and if there is an opportunity to offer “like trees from the city’s nursery,” share that as well.

It was also suggested for the future that the city explore whether resources would allow them to alert alderman via email of addresses within their district that will be subject to removal of right of way plantings. This would provide opportunity for aldermen to inform their constituents of such city action in advance.

4. Ordinance 2016-1470 – 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.

This amendment is proposed for committee consideration as a result of bringing the city’s existing hunting and weapons ordinance into compliance with current state law which allows much wider bow and arrow, or crossbow use anywhere in the state if you are more than 300 feet from an inhabitable building.

Alderman Leszczynski commented that this new state law seems to imply that a municipality cannot be any more restrictive, asking then if Mequon can still require a weapons discharge permit?

Chief Graff will follow up with the city attorney, who had previously stated that while the city cannot be more restrictive, it is still allowed to charge a fee. He will additionally get clarification on whether the city’s weapons discharge permit is required for hunting on one’s own property.

Moved by Alderman Hawkins, seconded by Alderman Leszczynski to approve the proposed amended ordinance. The motion passed by voice acclamation.

5. Adjourn

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

Respectfully Submitted,

Diane Kowalchuk

Executive Assistant

Committee approved: 04/26/16



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Office of the City Administrator

**PUBLIC WELFARE COMMITTEE
MEETING MINUTES
March 8, 2016**

PRESENT: Aldermen Gierl, Mayr, Strzelczyk

ALSO PRESENT: City Administrator Jones, Assistant City Administrator Thyres, City Attorney Sajdak, Executive Assistant Prosser

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

Approval of the February 9, 2016 meeting minutes

Action: Motion to approve the February 9, 2016 meeting minutes.
(Strzelczyk/Gierl)

Result: Motion passed by voice acclamation.

ORDINANCE 2016-1471 An Ordinance Creating § 2-137(b)(9) of the Mequon Municipal Code Relating to the Imposition of an Affirmative Duty Upon Officials to Act With Honesty

City Attorney Sajdak stated back in January, 2015 changes were made within the Ethics and Personnel code to include an honesty provision. Attorney Sajdak went on to say, at the request of Alderman Gierl, the provisions related to the Ethics Code were reviewed and it was determined that the changes made by Ordinance 2014-1440 were not complete. Mr. Sajdak stated the proposed ordinance adds an affirmative duty upon city officials and employees to act honestly in their dealings with the public and each other. Attorney Sajdak noted City Officials are identified as Aldermen, members of the city boards and commissions, and contracted vendors filling a statutory role such as the City Assessor and City Attorney.

Alderman Gierl pointed out the proposed ordinance does not contain a definition of honesty nor does it make clear the ramifications for being dishonest. Alderman Gierl handed out to the Committee and city staff a document he drafted entitled; Mequon Code of Ethics Honest & Fair Dealings.

Alderman Strzelczyk stated the proposed ordinance is not unreasonable, but noted there it is no identifiable line for elected officials to follow, and no defined set of consequences if the line is crossed.

Alderman Mayr stated he agreed with the statement that has been added to the ordinance; however he questioned whether the City has the right to authorize a provision. Alderman Mayr mentioned, if a complaint is filed against an elected official, the complaint would go before the Ethics Board for review.

City Attorney Sajdak confirmed the Ethics Code does provide a procedure for filing an ethics claim.

Alderman Mayr suggested tabling the item until the next meeting to allow for additional time to review Alderman Gierl’s handout and to give staff the opportunity to review what procedures the City currently has in place. Alderman Mayr requested a copy of the City’s Ethics Code to be included in the next meeting packet for the Committee’s review.

Attachment: Public Welfare minutes_03-08-16 (1611 : Public Welfare Committee meeting minutes of March 8, 2016)

Action: Motion to table ORDINANCE 2016-1471 An Ordinance Creating § 2-137(b)(9) of the Mequon Municipal Code Relating to the Imposition of an Affirmative Duty Upon Officials to Act With Honesty (Strzelczyk/Gierl)

Result: Motion passed by voice acclamation.

Adjourn

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

Result: Motion passed by voice acclamation. Meeting adjourned at 6:25 PM.

Respectfully submitted,

Lina Prosser, Executive Assistant

CITY OF MEQUON PUBLIC WELFARE COMMITTEE

CITY OF MEQUON
WISCONSIN

COMMITTEE ON PUBLIC WORKS
MINUTES
February 9, 2016

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

Staff present was Director of Parks and Operations Curran, Engineering Services Manager Keegan and Administrative Secretary Kress.

2. The minutes of the January 12, 2016 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 Parks and Operations Curran presented the 2016 DPW Equipment Replacement Program. He provided photographs of equipment purchased through the 2015 DPW Equipment Replacement Program and noted that these purchases were made under the approved \$373,000 amount, totaling \$350,135. Staff and the Committee discussed the benefits of leasing equipment and replacing expensive equipment before costly repairs are required. Director of Parks and Operations Curran explained that while the 2016 requested funding is not to exceed \$336,000, several higher priced pieces of equipment have been retained past their estimated life expectancy and will need to be replaced in upcoming years. This will require a higher budget amount of at least \$400,000.

Following discussion, it was moved by Ald. Nerbun, seconded by Ald. Hawkins, and unanimously approved by the Committee on Public Works to recommend Resolution 3356, 2016 DPW Equipment Replacement, to the Common Council for approval.

4. There being no further business to conduct, the meeting was unanimously adjourned at 7:14 p.m.

CITY OF MEQUON
WISCONSIN

COMMITTEE ON PUBLIC WORKS
MINUTES
March 8, 2016

1. The meeting was called to order at 6:30 p.m. with Alderman Adams, Alderman Hawkins and Alderman Nerbun present. Also present was Jon Wallenkamp from Kueny Co.

Staff present were Director of Public Works Lundeen, Director of Parks and Operations Curran, Engineering Services Manager Keegan, Engineering Technician Weyker and Administrative Secretary Vento.

2. The minutes of the February 9th, 2016 Public Works Committee meeting were moved for approval by Ald. Hawkins, seconded by Ald. Nerbun and unanimously approved by the Committee as written.

3. A. Director of Public Works Lundeen presented Resolution 3362 – Contract Award for the Construction of the Combined Department of Public Works Facility. Lundeen stated that we are recommending the total base bid and all of the alternates except for the warm storage building and the equipment for the automatic wash bay. We are recommending that it be awarded to the low bidder, who was SMA Construction, LLC. Jon Wallenkamp, Kueny Co., did all of the due diligence and was happy with their references.

Following discussion, it was moved by Ald. Hawkins, seconded by Ald. Nerbun, and unanimously approved by the Committee on Public Works to recommend Resolution 3362, Contract Award for the Construction of the Combined Department of Public Works Facility, to the Common Council for approval.

B. Director of Public Works Lundeen presented Resolution 3363 - Contract Award for the Consultant Contracts Associated with the Combined Department of Public Works Facility. Lundeen stated that this Resolution goes along with the recommendation Resolution 3362 for the supplemental contracts that are required to move forward with the facility. The key one from our perspective then is to move forward with Kueny Architects for Construction Management as noted in the staff report. They would be the on site company that would help us through the process. Each of the contracts is within the amount estimated and a part of the borrowing.

Following discussion, it was moved by Ald. Hawkins, seconded by Ald. Nerbun, and unanimously approved by the Committee on Public Works to recommend Resolution 3363 - Contract Award for the Consultant Contracts Associated with the Combined Department of Public Works Facility, to the Common Council for approval

C. Engineering Services Manager Keegan stated that Lumen Christi has begun some safety improvements to their driveway, as they have cars backing up into the west bound lane of traffic. Lumen Christi has been working with WisDOT to get approval of this. WisDOT will not enter into an agreement with a property owner that is why we are involved. WisDot will redesign the signalized intersection and use a required Engineering Services Request with the City to ensure that all their engineering, inspection and construction costs are reimbursed from the City. The City drafted a Memo of Understanding to coincide with this agreement to require Lumen Christi Church to reimburse the City for all costs associated with the Engineering Services Request.

Following discussion, it was moved by Ald. Nerbun, seconded by Ald. Hawkins, and unanimously approved by the Committee on Public Works to recommend Resolution 3366 – Lumen Christi Church Engineering Services Request and Memorandum of Understanding, to the Common Council for approval.

4. A. 2015 Seal Coat Project Update. Director Lundeen stated that we are equally frustrated with this project. A Notice of Defect has been issued to the contractor. Lundeen stated that at this time we are putting a moratorium on seal coating for 2016 until such time as we determine what went wrong. Engineering Services Manager Keegan stated that it's a contractor performance issue and we are in constant contact with the contractor. We have a performance bond and we are going to try to extract as much out of that as possible to get the roadways fixed. By the end of March we plan to meet the contractor on the road and try and figure out the best treatment for the roads. Engineer Keegan also stated that after reviewing the roads this year it was determined that we don't have enough roads to do seal coating this year and therefore would be a good time to take a break and see what happened.

B. 2016 Annual Road Program. Engineer Keegan presented the program along with a larger map for easier review. Maintenance includes the Crack Sealing and GSB-88 Fog Seal. Some roads will have a combination of the two. Fog seal is essentially similar to a driveway sealer. It does not have aggregate, its an oil, it does help kept the asphalt together and preserve it. We will be working on three sections for reconstruction in the city. One is Green Bay Road north of Thiensville. This will include 4 ft paved shoulders north of Highland Road and essentially the same width between Highland and Bonniwell Rd. It was one of the Bikeway Commissions Priorities on Highland Rd. Director Lundeen also reminded everyone that when Thiensville re-widened Green Bay Road a few years ago there was a promise that Mequon would do the same. Director Lundeen reminded everyone that also associated with the road program is the ash tree removal. Solar Heights is done and we had no complaints about the tree removal process. We're currently looking at Huntington Park to have the same thing done.

C. Pines Haddonstone Storm Sewer Project. Engineer Keegan mentioned that DPW crews have been working on this throughout the winter. 800' of storm sewer pipe has been installed, manholes placed and the connection to the pond made. The two ponds drain into an old 1920's drain tile that was collapsed and in bad shape. To date both ponds are down about 3 million gallons, and is operating as they should be. There still is another phase of the project to be completed and that would be televising the portion of the tile to the west of the portion we reconstructed. Commissioner Hawkins asked about the silt. Director Lundeen stated that technically both of their ponds are non compliant in terms of their pond certification, so their next step will be to do the pond certification and that will identify what they indicated is present or not.

5. There being no further business to conduct, the meeting was unanimously adjourned at 7:18 p.m.

11333 N. Cedarburg Rd 60W
 Mequon, WI 53092-1930
 Phone: 262/236-2945
 Fax: 262/242-9655

www.ci.mequon.wi.us

RIVER ADVISORY COMMITTEE
Wednesday, Feb 24, 2016 7:00pm
***** Mequon City Hall *****
North Conference Room

Minutes

1. Call to order and roll call
 - a. The meeting was called to order at 7:00pm by Chairman Gross.
 - b. Karen Stern, Ken Quant, Dan Knuth, Ron Dorszynski, Mike Gross, Dale Mortensen, Julie Cabaniss and Don Curran were in attendance
2. Approval of previous meeting minutes
 - a. No minutes were presented for approval
3. Chairman's Report
 - a. Report on current projects and events. No items were presented.
4. Election of chairman
 - a. It was decided that a separate person would take notes and then forward them to the chairman. Ron Dorszynski offered take notes in 2016.
 - b. Action: Julie Cabaniss was nominated for and elected as chairman by unanimous vote.
 - c. Action: Dan Knuth was nominated for and elected as vice-chairman by unanimous vote.
5. Discussion of future agenda items
 - a. Members agreed to hold meetings on 2nd Thursdays of alternate months as follows: (4/14, 5/12, 6/9, 8/11 and 10/13) and as needed.
6. Future agenda items include:
 - a. Dedicated paddlers' parking at Villa Grove Park and restoration of upstream ramp. Members should do a site visit prior to next meeting.
 - b. Updating the Arbor Day display and obtaining additional flyers for table. Candy to give away?
 - c. Fun Before the Fourth Boat Parade planning
 - d. Continued discussion of ordinance signage at Villa Grove and Thiensville Village Parks. Ken will forward information to review.
7. Other matters as appropriate and unfinished business.
 - a. Continued discussion of map and river safety / sharing signage for paddlers at canoe launches & boat ramps. Some edits were offered. Ken will send a draft for members to review and suggest edits.
8. Adjourn
 - a. The meeting was adjourned at 8:05pm.

Dated: Feb 24th, 2016

/s/ _____, Chairman

CITY OF MEQUON
WISCONSIN

Sewer Utility District Commission

Tuesday, October 27, 2015 – Christine Nuernberg Hall
MINUTES

PRESENT: Mayor Abendroth, Aldermen Strzelczyk, Pukaite, Mayr, Leszczynski, Gierl, Hawkins, Nerbun, Adams.

STAFF

PRESENT: City Administrator Jones, Assistant City Administrator Thyges, Director of Public Works/City Engineer Lundeen, Deputy Director of Public Works/Assistant City Engineer Jahncke, Finance Director Watson, Assistant Finance Director Rudychev and Administrative Secretary Kress.

Mayor Abendroth called the meeting to order at 8:59 p.m.

- 1) The minutes of the meeting held September 22, 2015 were moved for approval by Ald. Strzelczyk, seconded by Ald. Nerbun, and unanimously approved by the Commission as written.
- 2) Director of Public Works/City Engineer Lundeen provided an overview of the 2016 Sanitary Sewer Budget.

Following discussion, it was moved by Ald. Gierl, seconded by Ald. Hawkins, and unanimously approved by the Sewer Utility District Commission to recommend Resolution 3335, Adopting a 2016 Sanitary Sewer Budget and Establishing the 2016 Sanitary Sewer User Fee Schedule, to the Common Council for approval.

- 3) There being no further business to conduct, the meeting was unanimously adjourned at 9:05 p.m.

City of Mequon - Zoning Enforcement Report Date: 5/1/2016

ALD. DIST.	PARCEL #	ADDRESS	OWNER	VIOLATION	OTC MAILED	COMPLIANCE DATE	COMMENTS (See Key Below)
7	150600106000	10248 N GREENVIEW DR	STEVEN OR JANET PETERSON	OUTSIDE STORAGE	1/2/2015	1/12/2015	1
7	150600301000	10357 N SUNNYCREST DR	JUDY TAYLOR-CLARK	OUTSIDE STORAGE	1/2/2015	1/12/2015	1
7	150600209000	10239 N GREENVIEW DR	THOMAS LARSON	PARKING GRASS	1/2/2012	1/9/2015	5,5,5,4,1
7	150600509000	10030 N SUNNYCREST DR	LARRY OR ALEXA GUTBROD	PARKING GRASS	1/2/2015	1/9/2015	1
7	150310500200	10335 N GRASSLYN RD	THOMAS OR JULIS NAWROT	PARKING TRAILERS	1/2/2015	1/16/2015	1
7	150600514000	1801 W CLOVER LANE	JANET TUROWSKI	PARKING TRAILERS	1/2/2015	1/16/2015	1
7	150550102000	1915 W ZEDLER LANE	GENTILLI TRUST	PARKING TRAILERS	1/2/2015	1/16/2015	1
7	150600213000	1632 N CLOVER LANE	DANIELLE CHANELLIER OR VINCENT FARINA	HOOP HOUSE	1/2/2015	1/16/2015	4,1
8		10530 N PORT WASHINGTON RD	FIDDLEHEADS	BANNER	1/6/2015	1/8/2015	1
5		1550 W MEQUON RD	MUSHIES	BANNER	1/6/2015	1/8/2015	1
4	140290100300	11029 N SWAN ROAD	RAYMOND OR MARY CLAUSING	PARKING GRASS	1/14/2015	1/17/2015	1
8		10930 N PORT WASHINGTON ROAD	MARSHALLS	SIGNS	1/14/2015	1/22/2015	5,1
8		10930 N PORT WASHINGTON ROAD	BRIXMOR MEQUON PAVILLIONS	SIGNS	1/14/2015	1/22/2015	1
5	150990021000	1436 W LIBEAU ROAD	MICHAEL GROH	PARKING	1/15/2015	1/28/2015	1
4	140281300300	10661 N WAUWATOSA ROAD	JANICE BESLER	PARKING	1/15/2015	1/22/2015	1
7	150600106000	10248 N GREENVIEW DR	STEVEN OR JANET PETERSON	PARKING	1/16/2015	1/23/2015	1
6		1515 W MEQUON RD	SALOTTO ZARLETTI	SIGN PERMIT	1/16/2015	1/23/2015	5,4
3	140871101000	8109 W FREISTADT RD	FREDRICK OR KIMBERLY BUCHOLTZ	PARKING TRAILERS	1/16/2015	1/23/2015	1
3	140161200500	8320 W FREISTADT RD	MICHELLE HINTZ	OUTSIDE STORAGE	1/16/2015	1/23/2015	1
3	150600106000	8025 W FREISTADT RD	JOESEPH CLAUSING	OUTSIDE STORAGE	1/16/2015	1/23/2015	1
3	150600106000	8025 W FREISTADT RD	JOESEPH CLAUSING	PARKING GRASS	1/16/2015	1/23/2015	1
8	150201001700	10972 N PORT WASHINGTON ROAD	APPAREL LORAIN'S	BANNER	1/26/2015	1/29/2015	1
6		11035 N PORT WASHINGTON ROAD	PICARDY SHOE PARLOUR	BANNER	1/26/2015	1/29/2015	1
6	150300600600	11120 N RANGE LINE ROAD	PHILIP OR JEAN STEINKE	GARBAGE CONTAINERS	1/27/2015	1/30/2015	1
3	140300200000	11401 W MEQUON ROAD	LOIS HILGENDORF	TEMP. STRUCTURES	1/28/2015	4/15/2015	4
1	140980121000	13148 N WEST SHORELAND DRIVE	ALICE MATTHEWS	RESIDENTIAL/BUSINESS	1/28/2015	2/13/2015	4,1
1	140011600300	3104 BONNIWELL ROAD	STANLEY WRZESKI	RESIDENTIAL/BUSINESS	1/28/2015	2/13/2015	4,1
8		10910 N PORT WASHINGTON ROAD	HOLLY TAMM	BANNER	2/2/2015	2/5/2015	1
6	150780110000	10449 N MAGNOLIA DRIVE	HOWARD OR MERLE MITZ	OUTSIDE STORAGE	2/6/2016	2/10/2015	1
6	140750021000	11016 N HEDGEWOOD LANE	MICHAEL OR GLORIA STUPAK	PARKING	2/10/2015	3/31/2015	4,1
3	140870803000	11754 N SOLAR AVENUE	JAMES OR ARLENE MULVANEY	CAR PORT	2/10/2015	4/15/2015	4,1
3	140870803000	11754 N SOLAR AVENUE	JAMES OR ARLENE MULVANEY	PARKING	2/10/2015	3/31/2015	4,1
3	140860210000	11249 N SOLAR AVENUE	TIM OR KATHLEEN KOHLBECK	PARKING	2/10/2015	2/28/2015	4,1
3	140860110000	11254 N SOLAR AVENUE	PAUL RAUSCH	PARKING	2/10/2015	2/28/2015	4,1
4	140281300300	10661 N WAUWATOSA ROAD	JANICE BESLER	PARKING	2/26/2015	3/1/2015	5,1

1 COMPLIANCE ACHIEVED

2 COMPLIANCE DATE NOT MET

3 WAITING ON REPLY

4 EXTENSION GRANTED

5 GOING TO COURT

6 ON HOLD

Attachment: Zoning & Site Compliance rpt_05-2016 (1638 : Zoning Enforcement and Site Compliance

City of Mequon - Zoning Enforcement Report Date: 5/1/2016

ALD. DIST.	PARCEL #	ADDRESS	OWNER	VIOLATION	OTC MAILED	COMPLIANCE DATE	COMMENTS (See Key Below)
4	140501009000	10249 N CEDARBURG ROAD	WI. CONF. ASSN. SEVENTH DAY ADVENTIS	PARKING	2/26/2015	3/1/2015	1
4	140680207000	5011 W KATHLEEN LANE	SAM DELIGIO JR	PARKING	2/26/2015	3/1/2015	4,1
2	140580628000	11646 N AUSTIN AVENUE	JOSEPH BERKHAHN	2 TRAILERS	2/26/2015	3/1/2015	4,1
2	140740202000	5223 W HILLCREST DR	JEFF POMERANTZ	OUTSIDE STORAGE	3/6/2015	3/13/2015	5,5,5,5,1
2	140740107000	5426 W HILLCREST DR	STEVEN MANOR	2 TRAILERS	3/6/2015	3/13/2015	1
8		10530 N PORT WASHINGTON RD	FIDDLEHEADS	BANNER	3/6/2015	3/6/2015	5,1
5	150050400800	14050 N BIRCHWOOD LANE	HENRY ROSLER OR YVETTE NOSSIG	BLUFF	3/12/2015	4/10/2015	4
6		2909 W MEQUON ROAD	KIDS RULE ACADEMY	BANNER	3/12/2015	3/15/2015	1
2		11300 N ST. JAMES LANE	LUMEN CHRISTI	BANNER	3/12/2015	3/15/2015	1
8	150540110000	701 W MEQUON ROAD	CAROL NEILS	PARKING	3/12/2015	3/16/2015	1
4	140271000700	10710 N WAUWATOSA ROAD	ARNOLD OR ELDA NEUHAUS	OUTSIDE MAINTENCE	4/8/2015	9/1/2015	4
4	140271000700	10710 N WAUWATOSA ROAD	ARNOLD OR ELDA NEUHAUS	PARKING	4/8/2015	4/13/2015	5,5,5,1
5	150171500100	12144 N LAKE SHORE DRIVE	ROBERT OR JEANNE CRAWFORD	RAZE	3/17/2015	7/1/2015	1
4	140271101400	7520 W DONGES BAY ROAD	LAURA	SIGN LANDSCAPING	3/18/2015	9/17/2015	1
1	140020200100	4901 W PIONEER ROAD	ISAAC OR ALICIA FIGUEROA	OUTSIDE STORAGE	4/3/2015	4/17/2015	1
6	140650401000	10918 N SHERWOOD DRIVE	OLEG OR NATALYA RAGOZIN	OUTSIDE STORAGE	4/3/2015	4/17/2015	1
5		11422 N PORT WASHINGTON ROAD	DRAGONFLY MEDITATION	BANNER	4/8/2015	4/10/2015	1
5		13460 N PORT WASHINGTON ROAD	CHRIST CHURCH	BANNER	4/8/2015	4/10/2015	1
6		10001 N CEDARBURG ROAD	TRINITY LUTHERAN CHURCH	BANNER	4/8/2015	4/10/2015	1
6		11147 N PORT WASHINGTON ROAD	BP STATION	BANNER	4/8/2015	4/10/2015	5,1
6		5616 W DONGES BAY ROAD	LIBBY MONTANA	BANNER	4/8/2015	4/10/2015	5,1
7		1220 W RANCHITO LANE	FAMILY TAE KWON DO	BANNER	4/8/2015	4/10/2015	5,1
8		10994 N PORT WASHINGTON ROAD	FRESH ECO CAFÉ	BANNER	4/8/2015	4/10/2015	5,5,5,5,1
8		11000 N PORT WASHINGTON ROAD	AT & T	BANNER	4/8/2015	4/10/2015	1
8		11048 N PORT WASHINGTON ROAD	DSW	BANNER	4/8/2015	4/10/2015	1
8		11014 N PORT WASHINGTON ROAD	ABOUT FACE	BANNER	4/8/2015	4/10/2015	1
5	150990401000	1309 W LIBEAU ROAD	BEVERLY KOSSOW	OUTSIDE STORAGE	4/9/2015	4/13/2015	1
4		10250 N CEDARBURG ROAD	POGA BAR	SIGN PERMIT	4/9/2015	4/13/2015	5,5,5,1
3	140211500400	8120 W MEQUON ROAD	MICHAEL OR MELISSA HECTOR	OUTSIDE STORAGE	4/9/2015	4/13/2015	5,5,5,5,5,1
3	140211500400	8120 W MEQUON ROAD	MICHAEL OR MELISSA HECTOR	FENCE PERMIT	4/9/2015	4/17/2015	5,5,5,5,5,5
5	151001013000	12502 N CIRCLE DRIVE	LANCE HAMPEL OR ELISA MANETTI	PARKING	4/10/2015	4/14/2015	5,5,1
7	150500317000	1327 W EL RANCHO DRIVE	JOSE OR MAYRA SERNA	PARKING	4/10/2015	4/14/2015	1
5	151200017000	11633 N LAKE SHORE DRIVE	BARBARA PFAFF	PARKING	4/16/2015	4/20/2015	1
7	150500101000	9927 N PORT WASHINGTON LANE	TEISUTIS OR ALINA MIKALUSKIENE	PARKING	4/22/2015	4/30/2015	1
7	150500101000	9927 N PORT WASHINGTON LANE	TEISUTIS OR ALINA MIKALUSKIENE	HOOP HOUSE	4/22/2015	4/30/2015	5,5,5,5,1
3	140921010000	11245 N BUNTROCK AVENUE	PAUL OR LORA REINHOLZ	REAL ESTATE SIGNS	4/22/2015	4/27/2015	1

1 COMPLIANCE ACHIEVED

2 COMPLIANCE DATE NOT MET

3 WAITING ON REPLY

4 EXTENSION GRANTED

5 GOING TO COURT

6 ON HOLD

Attachment: Zoning & Site Compliance rpt_05-2016 (1638 : Zoning Enforcement and Site Compliance

City of Mequon - Zoning Enforcement Report Date: 5/1/2016

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	140640107000	5612 W SHERWOOD DRIVE	PATRICK OE ERICKA MC GINLEY	PARKING	5/4/2014	5/8/2015	1
7	150500208000	1314 W EL RANCHERO DRIVE	LESLEY SCHWALBACH	PARKING	5/4/2015	5/8/2015	1
5	150990509000	1707 W LIBEAU ROAD	JOSEPH OR DAWN ALIOTA	PARKING	5/4/2015	5/8/2015	1
5	150990509000	1707 W LIBEAU ROAD	JOSEPH OR DAWN ALIOTA	HOOP HOUSE	5/4/2015	5/18/2015	4,1
2	140500303001	11340 N CEDARBURG ROAD	LUTHER MANOR AT RIVER OAKS	A FRAME	5/6/2015	5/9/2015	1
7	140250101600	2909 W MEQUON ROAD	KIDS RULE ACADEMY	BANNER	5/6/2015	5/9/2015	1
4	140560305000	5103 W WESTFIELD ROAD	DAVID KRIEGEL	HOOP HOUSE	5/6/2015	5/20/2015	4,1
4	140560305000	5103 W WESTFIELD ROAD	DAVID KRIEGEL	OUTSIDE STORAGE	5/6/2015	5/20/2015	1
4	140560305000	5103 W WESTFIELD ROAD	DAVID KRIEGEL	PARKING	5/6/2015	5/10/2015	1
4	140560305000	5103 W WESTFIELD ROAD	DAVID KRIEGEL	MAINTENCE ROOF/PAINT	5/6/2015	6/1/2015	4,1
6	150300500400	2137 W MEQUON ROAD	FREDRICK GROSS	HOOP HOUSE	5/7/2015	6/8/2015	4, 5,5,5,1
6	150300500400	2137 W MEQUON ROAD	FREDRICK GROSS	MAINTENCE	5/7/2015	6/15/2015	4, 5,5,5,5,4
6	150300500400	2137 W MEQUON ROAD	FREDRICK GROSS	OUTSIDE STORAGE	5/7/2015	6/15/2015	4,5,5,5,5,4,
2	140730068000	5321 W PARKVIEW DRIVE	JAMES C BROWN	PARKING	5/8/2015	5/11/2015	1
2	140730069000	5405 W PARKVIEW DRIVE	DONALD J JR. OR SHARON L SALVIN-BRINK	PARKING	5/8/2015	5/16/2015	1
7	150500102000	9915 N PORT WASHINGTON LANE	AMIR YAVOR	PARKING	5/11/2015	5/16/2015	1
7	150500102000	9915 N PORT WASHINGTON LANE	AMIR YAVOR	OUTSIDE STORAGE	5/11/2015	9/25/2015	4,1
7	150680201000	9615 N GREENVIEW LANE	LINDA WALSH	2 HOOP HOUSES	5/11/2015	5/25/2015	1
3	140881301000	11214 N MEADOWBROOK DRIVE	SCOTT OR ELIZABETH DEVEREUX	PARKING	5/20/2015	5/25/2015	1
3	140590013000	10406 N COUNCIL HILLS DRIVE	KALEEMUDDIN OR SHABANA JAWAID	GRASS	5/20/2015	5/25/2015	1
3	140600015000	12119 W SHAWNEE PASS	STEVEN SLICKER	PARKING	5/20/2015	5/25/2015	1
3	140600029000	12314 W SHAWNEE PASS	KATHLEEN BEHRS	PARKING	5/20/2015	5/25/2015	1
2	140771401000	2716 W CHESTNUT ROAD	HOWARD OR ETA DUBOFF	GRASS	5/20/2015	5/25/2015	1
2	140560501000	5405 W HILLCREST ROAD	KENNETH OR CARMEN BANASZYNSKI	PARKING	5/20/2015	5/25/2015	1
2	140730009000	11329 N PARKVIEW DRIVE	JOYCE DUMAS	PARKING	5/20/2015	5/25/2015	1

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

Attachment: Zoning & Site Compliance rpt_05-2016 (1638 : Zoning Enforcement and Site Compliance

City of Mequon - Zoning Enforcement Report Date: 5/1/2016

ALD. DIST.	PARCEL #	ADDRESS	OWNER	VIOLATION	OTC MAILED	COMPLIANCE DATE	COMMENTS (See Key Below)
8		10968 N PORT WASHINGTON ROAD	GREAT CLIPS	BANNER	5/21/2015	5/24/2015	1
4	140271101400	7520 W DONGES BAY ROAD	LAURA'S DONGES BAY CLUBHOUSE	BANNER	5/21/2015	5/24/2015	1
2	140771519000	2915 W RANCH ROAD	DANIEL OR LINDA KRIPLEAN	PARKING	5/21/2015	5/25/2015	1
2	140720304000	11650 N BOBOLINK LANE	RONALD L LEVIN	GRASS	5/21/2015	5/25/2015	1
5	151001007000	12517 N CENTER DRIVE	MAMIE DAMICO	GRASS	5/29/2015	6/2/2015	1
5	151001214000	1630 DOROTHY PLACE	DAVID J OR SHELLY L HAUGH	GRASS	5/29/2015	6/2/2015	1
5	151001016000	12514 N CIRCLE DRIVE	TODD A HABERMANN	PARKING	5/29/2015	6/2/2015	1
5	151000424000	12511 N CIRCLE DRIVE	RICARDO B LANZA	PARKING	5/29/2015	6/2/2015	5,5,1
5	151001301000	12546 N PILOT DRIVE	TED S OR SUSAN E GEHRKE	PARKING	5/29/2015	6/2/2015	1
5	151001210000	1710 DOROTHY PLACE	JAMIE LEE FREITAG	PARKING	5/29/2015	6/2/2015	1
3	140870502001	11803 N WAUWATOSA ROAD	DALE R OR FRANCINE K RECHCYGL	HOOP HOUSE	5/29/2015	6/12/2015	1
3	140870805000	11715 N SILVER AVENUE	LUJESS LLC	OUTSIDE STORAGE	5/29/2015	6/15/2015	5,5,4,1
3	140870903000	11749 N RIDGEWAY AVENUE	JASON A OR LAURA D FREELS	PARKING	5/29/2015	6/2/2015	4,1
3	140881303000	8421 W POPLAR DRIVE	STEVEN G OR BOBBI J SCHROEDER	PARKING	5/29/2015	6/2/2015	4,1
3	140870806000	11710 N RIDGEWAY AVENUE	BOB TANKING	PARKING	5/29/2015	6/2/2015	4,1
6	150301200100	2116 W DONGES BAY	GARY R OR ANNE M SKIFF	MAINTENANCE	5/29/2015	7/1/2015	4
2	150990705000	12259 N EAST SHORELAND DRIVE	MICHAEL MANDELMANN	OUTSIDE STORAGE	5/29/2015	6/3/2015	1
7	150550102000	1915 W ZEDLER LANE	GENTILLI TRUST	PARKING	6/3/2015	6/7/2015	1
7	150600210000	10225 N GREENVIEW DRIVE	BRADLEY BONNEAU WILLET	GRASS	6/3/2015	6/8/2015	1
7	150550104000	1829 W ZEDLER LANE	DAVID OR REGINA SPAHN	HOOP HOUSE	6/3/2015	6/17/2015	4,5,1
7	150600318000	10302 N GRASSLYN ROAD	PHILIP OR MARIA THEISEN	PARKING	6/3/2015	6/17/2015	5,1
4	140310100100	10141 N GRANVILLE ROAD	JAMES OR JOSEPH WHITE	PARKING	6/5/2015	6/10/2015	1
3	140881415000	11208 N SWAN ROAD	WILLIAM OR CARRIE ERICKSON	HOOP HOUSE	6/5/2015	6/19/2015	4, 1
7	150550103000	1903 W ZEDLER LANE	MERNA JARVIS	MAINTENANCE	6/5/2015	7/6/2015	4,5,5,4
3	140881409000	8813 W POPLAR DRIVE	WILLIAM OR SUSAN BUTH	PARKING	6/5/2015	6/10/2015	4,1
6	140830310000	4107 W SCENIC AVENUE	NICHOLAS VANS TRUST	MAINTENANCE	6/5/2015	9/19/2015	4
6	140830310000	4107 W SCENIC AVENUE	NICHOLAS VANS TRUST	GRASS	6/5/2015	6/10/2015	1
6	140830310000	4107 W SCENIC AVENUE	NICHOLAS VANS TRUST	PARKING	6/5/2015	6/10/2015	1
6	140830310000	4107 W SCENIC AVENUE	NICHOLAS VANS TRUST	STORAGE	6/5/2015	9/19/2015	1
5	150170900900	12245 N LAKE SHORE DRIVE	WAEDEKIN FAMILY TRUST	PARKING	6/10/2015	6/17/2015	1,5
5	150170900900	12245 N LAKE SHORE DRIVE	WAEDEKIN FAMILY TRUST	STORAGE	6/10/2015	6/17/2015	5,5,5,5,5,5,5,5,5,5
5	150170200900	12620 N LAKE SHORE DRIVE	NANCY KEATING / FOLEY AND LARDNER	GRASS	6/10/2015	6/15/2015	1
7	150500311000	1617 W EL RANCHERO DRIVE	MICHAEL AND REBECCA BETZ	PARKING	6/10/2015	6/24/2015	4,1
3	140881601000	11305 N MEADOWBROOK DRIVE	ANTHONY OR CHERYL ZUCCARO	PARKING	6/10/2015	6/15/2015	5,1
3	140881625000	8612 W POPLAR DRIVE	BORIS OR BELLAL YELLIN	PARKING	6/10/2015	6/15/2015	1
3	140881608000	11433 N MEADOWBROOK DRIVE	DAVID OR TARIE UMHOEFER	PARKING	6/10/2015	9/17/2015	4,1

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)
3	140881607000	11427 N MEADOWBROOK DRIVE	PATRICIA MARCOUILLER	PARKING	6/10/2015	6/15/2015	1
8		11030 N PORT WASHINGTON ROAD	LEGENDS OF THE FIELD	SIGNS	6/10/2015	6/13/2015	5,5,1
5		11357 N PORT WASHINGTON ROAD	U S CELLULAR	SIGNS	6/10/2015	6/13/2015	5,1
5	150191801500	11249 N PORT WASHINGTON ROAD	BANK MUTUAL	SIGNS	6/10/2015	6/13/2015	5,1
5	150191302000	11357 N PORT WASHINGTON ROAD	KOHLER CREDIT UNION	BANNER	6/10/2015	6/13/2015	1
7	151070110000	DONGES BAY RD AND LA CRESTA DR	OSCAR OR MARY FORTSON	GRASS	6/18/2015	6/25/2015	5,4,1
7	151070112000	2 PROPERTIES ON DONGES BAY RD	EDWARD JOHNSON	GRASS	6/18/2015	6/25/2015	5,4,1
5		1404 W MEQUON ROAD	HAPPY FEET	BANNER	6/18/2015	6/21/2015	5,5,1
5		1300 W MEQUON ROAD	PANERA BREAD	SIGNS	6/18/2015	6/21/2015	1
5	151001009001	12503 N CENTER DRIVE	RONALD OR LEONA JORDAN	PARKING	6/18/2015	7/2/2015	4,1
4	140890007000	12211 W TOMAHAWK TRAIL	DANIEL OR PAULA CARLO	GRASS	6/18/2015	6/25/2015	1
4		10250 N CEDARBURG ROAD	POGA BAR	SIGNS	6/16/2015	6/18/2015	5,5,5,5,1
4	140501003000	10351 N CEDARBURG ROAD	BUCKLEY TREE SERVICE	PARKING	6/16/2016	6/18/2015	1
4		7426 W DONGES BAY ROAD	VALESTIN LANDSCAPE LLC	BUSINESS	6/23/2015	9/29/2015	4,5,1
4	140710007000	4707 W ELMDALE ROAD	MALOCHY TOAL	GRASS	6/23/2015	6/28/2015	1
4	140710029000	4711 W ELMDALE ROAD	MISTI MICELI	PARKING	6/23/2015	6/27/2015	1
5		1550 W MEQUON RD	GIGI OF MEQUON	BANNER	6/23/2015	6/26/2015	1
4	140330500100	8329 W DONGES BAY ROAD	WILLIAM SCHINNER	PARKING	6/23/2015	6/27/2015	5,5,5,1
4	140341100900	7526 W COUNTY LINE ROAD	PETER OR DELORES NELSON	PARKING	6/23/2015	6/27/2015	1
4	140341100900	7526 W COUNTY LINE ROAD	PETER OR DELORES NELSON	HOOP HOUSE	6/23/2015	9/7/2015	4,5,5,1
8		10954 N PORT WASHINGTON ROAD	SEARS APPLIANCE	SIGNS	6/25/2015	6/28/2015	1
7	150600206000	10319 N GREENVIEW DRIVE	LYNN MASTEY	GRASS	6/25/2015	6/30/2015	4,1
4	140870616000	11744 N VEGA AVENUE	DOUGLAS HARDY OR JANYCE COLLINS	GRASS	6/26/2015	6/30/2015	1
5	150170200900	12620 N LAKE SHORE DRIVE	SHEKHAR SANE	GRASS	6/25/2015	6/30/2015	1
6	140830518000	10821 N HEDGEWOOD LANE	KEVIN S HO	STORAGE	7/2/2015	7/7/2015	1
6	150850000062	3111 W MEQUON ROAD	LIGHTHOUSE OF MEQUON	FLAGS	7/8/2015	7/13/2015	1
5	150060300400	14013 N PORT WASHINGTON ROAD	ARTHUR H WISTH	STORAGE	7/8/2015	7/22/2015	1
5	150060400600	14037 N PORT WASHINGTON ROAD	GLEY R KLAHORST OR DIANE L LARSON	PARKING	7/8/2015	7/12/2015	1
2		6048 W MEQUON ROAD	FORWARD DENTAL	BANNER	7/13/2015	7/16/2015	1
6		2233 W MEQUON ROAD	CENTER FOR JEWISH LIFE	BANNER	7/13/2015	7/16/2015	1
6		11035 N PORT WASHINGTON ROAD	PICARDY SHOE PARLOUR	BANNER	7/13/2015	7/16/2015	1
8	150641210000	416 E MAPLE LANE	TAYLOR SMITH	STORAGE	7/15/2015	9/29/2015	4,5,4
8	150641207000	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	7/26/2015	1
6		11126 N CEDARBURG ROAD	EXPRESS EMPLOYMENT PROFESSIONALS	FLAG	7/23/2015	7/25/2015	1
4		6835 W MEQUON ROAD	IVANA'S TRUNK	BANNER	7/23/2015	7/25/2015	5,1
2	140580515000	11633 N AUSTIN AVENUE	YURIY MISYUK	GRASS	7/29/2015	8/5/2015	1
8		10616 N PORT WASHINGTON ROAD	NIORTH SHORE COMPUTERS	FLAG	7/29/2015	8/1/2015	1
6	150300101500	11147 N PORT WASHINGTON ROAD	HEMAOM LLC	BANNER	7/29/2015	8/1/2015	1
6	140250601000	11006 N RIVER ROAD	JUAN OROZCO - SOSA	SIGN	8/13/2015	8/16/2015	1
7	151070114001	10330 N PORT WASHINGTON ROAD	BAYMONT INN AND SUITES	SIGNS	8/13/2015	8/20/2015	1
7	140120300200	10144 N PORT WASHINGTON ROAD	TAMMY TRAU	STORAGE	8/14/2015	8/28/2015	1
4	140500905004	10240 N CEDARBURG ROAD	SYBARIS CLUBS INTERNATIONAL INC.	SIGN	8/14/2015	9/7/2015	1
8	150740118000	10447 N CIRCLE DRIVE	PAMELA MYERS	MAINTENANCE	8/20/2015	8/28/2015	4,1
7	150500102000	9915 N PORT WASHINGTON LANE	AMIR YAVOR	PARKING	8/25/2015	8/31/2015	5,1
7	150500102000	9915 N PORT WASHINGTON LANE	AMIR YAVOR	HOOP HOUSE	8/25/2015	8/31/2015	5,4,1
7	150500102000	9915 N PORT WASHINGTON LANE	AMIR YAVOR	STORAGE	8/25/2015	8/31/2015	5,1
5	150860208000	2000 RAEL DRIVE	MATTHEW HOFMANN	GRASS	8/25/2015	8/31/2015	1
5	151000429000	12501 ISLAND DRIVE	ALICE MENZEL	PARKING	9/23/2015	9/30/2015	1
5	151000213001	12505 ISLAND DRIVE	BLAINE THOMPSON	PARKING	8/25/2015	8/31/2015	5,5,4
5	151670001000	1214 W VENTURE COURT	VENTURE PROPERTIES	PARKING	8/25/2015	8/31/2015	4,5,1
5		11402 N PORT WASHINGTON ROAD	MED TRANSPORT	PARKING	8/25/2015	8/31/2015	5,5,5,5,5,
5	151670002000	1222 W VENTURE COURT	VENTURE PROPERTIES	MAINTENANCE	8/25/2015	9/8/2015	4,5,1
5	151200017000	11633 N LAKE SHORE DRIVE	BARBARA PFAFF	VEHICLES	8/5/2015	8/19/2015	5,5,1
5	151200017000	11633 N LAKE SHORE DRIVE	BARBARA PFAFF	STORAGE	8/5/2015	8/19/2015	5,5,1,5,5,5,5,5
2		11215 N CEDARBURG ROAD	ELEMENTS MASSAGE	BANNER	9/2/2015	9/5/2015	5,5,5,5,1
2		11215 N CEDARBURG ROAD	ELEMENTS MASSAGE	A FRAME	9/2/2015	9/5/2015	1
2		6016 W MEQUON ROAD	SUPERCUTS HAIR SALON	PUSH IN SIGN	9/2/2015	9/5/2015	1
7		10315 N PORT WASHINGTON ROAD	SIGNITURE AUTO DETAILING	PUSH IN SIGN	9/2/2015	9/5/2015	1
8		10614 N PORT WASHINGTON ROAD	VEIN CLINICS OF AMERICA	SIDEWALK SIGN	9/2/2015	9/5/2015	1
2		MEQUON TOWN CENTER	COLLECTIVA COFFEE ROASTERS	BANNER	9/2/2015	9/5/2015	1
8		10352 N PORT WASHINGTON ROAD	SOBELMAN'S PUB N GRILL	BANNER	9/2/2015	9/5/2015	1
7	151070112000	DONGES BAY RD AND LA CRESTA DR	EDWARD JOHNSON	GRASS	9/3/2015	9/10/2015	1
7	151070111000	DONGES BAY RD AND LA CRESTA DR	OSCAR OR MARY FORTSON	GRASS	9/3/2015	9/10/2015	1
3	140870714000	11700 N RIDGEWAY AVENUE	TIMOTHY OR DEBRA OTTEM	PARKING	9/8/2015	9/13/2015	5,1
3	140870805000	11715 N SILVER AVENUE	LUJESS LLC	GRASS	9/8/2015	9/13/2015	1
3	140870805000	11715 N SILVER AVENUE	LUJESS LLC	PARKING	9/8/2015	9/13/2015	4,5,5,5,5,
3	140860205000	11413 N SOLAR AVENUE	DUANE OR JULIE WAGNER	PARKING	9/8/2015	9/13/2015	1

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7	150310101100	10355 N PORT WASHINGTON ROAD	CLARK STATION / KHLID AHMED	SIGNS	9/9/2015	9/13/2015	1
7	150320600200	10352 N PORT WASHINGTON ROAD	SOBELMAN'S PUB N GRILL	BANNER	9/9/2015	9/13/2015	1
8		10984 N PORT WASHINGTON ROAD	MARSHALLS	SIGN	9/9/2015	9/13/2015	1
6		6028 W MEQUON ROAD STE. 100	IN BALANCE YOGA	SIGN	9/9/2015	9/13/2015	1
4	141330018000	8011 W KENSINGTON DRIVE	RICHARD BERNSTEIN	GARBAGE CONTAINERS	9/9/2015	9/13/2015	1
5		13800 N PORT WASHINGTON ROAD	UNITARIAN CHURCH NORTH	BANNERS	9/9/2015	9/13/2015	1
5		11649 N PORT WASHINGTON ROAD	DR RICHARD LEWIS	SIGN	9/9/2015	9/13/2015	1
4	141030304000	9815 W SHANNON COURT	DAWN SEDERHOLM	STORAGE	9/11/2015	9/16/2015	1,5,1
6		10512 N CEDARBURG ROAD	GLADYS MAE LUCHT	RAZE			4,5,5,5,5,4
4	140600027000	12206 W SHAWNEE PASS	SUGAR BAR LLC MARIE KASTEN	GRASS	9/14/2015	9/18/2015	5,1
7	151070112000	1027 W DONGES BAY ROAD	WARD OR MARY JOHNSON	STORAGE	9/16/2015	9/23/2015	4,5
7	151070112000	1027 W DONGES BAY ROAD	WARD OR MARY JOHNSON	MAINTENANCE	9/16/2015	9/30/2015	4,5
7	150600514000	1801 W CLOVER LANE	JANET TUROWSKI	MAINTENANCE	9/16/2015	10/16/2015	4,1
4		NEWMAN HOMES DEVELOPMENT	KEVIN ANDERSON	PARKING	9/18/2015	9/15/2015	1
4		10250 N CEDARBURG ROAD	YUMMYS ROXANNE CARDENAS	BANNER	9/18/2015	9/22/2015	5,1
1	140070900000	12973 N FOX HOLLOW ROAD	ALEX MAZUR	GRASS	9/18/2015	9/25/2015	5,5,5,5,1
1	140040600100	14202 N DAVIS ROAD	KASTEN FAMILY TRUST	PARKING	9/18/2015	9/25/2015	1
5	150201001700	ORT RD JUST NORTH OF VENTURE C	APPARELS LORAIN'S	STORAGE	9/18/2015	10/18/2015	1
3	140860110000	11254 N SOLAR AVENUE	PAUL RAUSCH	BUILDING PERMIT	9/23/2015	10/30/2015	4
3	140870902000	11761 N RIDGEWAY AVENUE	MATTHEW LEMKE	PARKING	9/24/2015	9/28/2015	5,1
3	140860212000	11242 N VEGA AVENUE	SUSAN SCOTT	PARKING	9/24/2015	9/28/2015	1
3	140510101001	11224 N VEGA AVENUE	JEFFERY WIDDER	PARKING	9/24/2015	9/28/2015	1
3	140871201000	8205 W FREISTADT ROAD	DENNIS PETERSON	PARKING	9/24/2015	9/28/2015	1
3	140870718000	11728 N SILVER AVENUE	MLCFA INVESTMENTS LLC	PARKING	9/24/2015	9/28/2015	1
3	140708040000	11723 N SILVER AVENUE	GAVIN MCNEIL	PARKING	9/24/2015	9/28/2015	1
3	140210600900	8677 W FREISTADT ROAD	DANIEL MIKOLAJCZAK	PARKING	9/24/2015	9/28/2015	1
4	140270200100	6619 W MEQUON ROAD	HALMAR 1 LLC	BANNER	9/24/2015	9/28/2015	1
5	150200701400	11558 N PORT WASHINGTON ROAD	METRO MARKET	A FRAME	9/29/2015	10/2/2015	1
5	150200701400	11558 N PORT WASHINGTON ROAD	METRO MARKET PHARMACY	SIGN	9/29/2015	10/2/2015	1
2		11275 N CEDARBURG ROAD	LEO AND LOU'S CHILDRENS WEAR	BANNER	9/22/2015	9/28/2015	1
6	140500607000	10401 N CEDARBURG ROAD	ALPINE RESTAURANT	STORAGE	9/30/2015	10/14/2015	1
6	140500607000	10401 N CEDARBURG ROAD	ALPINE RESTAURANT	MAINTENANCE	9/30/2015	10/21/2015	1
2		11205 N CEDARBURG ROAD	COLLECTIVA COFFEE ROASTERS	BANNER	10/1/2015	10/4/2015	5,1
5	150080600200	13460 N PORT WASHINGTON ROAD	CHRIST CHURCH	BANNER	10/12/2015	10/15/2015	1
6	140250101800	2909 W MEQUON ROAD	CHRISTIAN LIFE CENTER	BANNER	10/12/2015	10/15/2015	1
4	140500612000	5616 W DONGES BAY ROAD	LIBBY MONTANA	BANNER	10/12/2015	10/15/2015	1

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2		6016 W MEQUON ROAD	SUPER CUTS	BANNER	10/12/2015	10/15/2015	5,1
6	150301601000	10401 N PORT WASHINGTON ROAD	CRAVE BAR AND FOOD	FLAG	10/12/2015	10/15/2015	1
7		10315 N PORT WASHINGTON ROAD	SIGNITURE AUTO DETAILING	BANNER	10/21/2015	10/25/2015	5,1
2		TOWN HALL CENTER	SIEGEL GALLAGHER MGMT.	BANNER	10/21/2015	10/25/2015	1
8		10918 N PORT WASHINGTON ROAD	ELITE NUTRITION	A FRAME	10/21/2015	10/25/2015	1
6		6027 W MEQUON ROAD	SHERWIN WILLIAMS	FLAG	10/21/2015	10/25/2015	1
8		10954 N PORT WASHINGTON ROAD	SEARS APPLIANCE	SIGNS	10/21/2015	10/25/2015	1
6		6121 W MEQUON ROAD	RICKS MEQUON CAR CARE	BANNER	10/21/2015	10/25/2015	1
5	150650107000	1832 W WOODSIDE LANE	HAROLD ZIGAN	PARKING	10/21/2015	10/25/2015	1
2	150650408000	11841 N COUNTRY LANE	WILLIAM REEDUS	PARKING	10/21/2015	10/25/2015	1
4	140840112000	4558 W COUNTY LINE ROAD	GERALD BERENS	PARKING	10/21/2015	10/25/2015	1
6	140500716002	10418 N CEDARBURG ROAD	PKH PROPERTIES LLC	PARKING	10/21/2015	10/25/2015	1
4	140341300600	9825 N BAEHR ROAD	MONICA POPE - WRIGHT	PARKING	10/21/2015	10/25/2015	1
4	140840301000	4812 W COUNTY LINE ROAD	RICHARD MUILENBURG	PARKING	10/21/2015	10/25/2015	1
2	140240700500	11712 N RIVER ROAD	BRADLEY O IRVINE	PARKING	11/6/2015	11/13/2015	1
2	140580101000	11743 N RIVER ROAD	RODRICK PARKER	PARKING	11/6/2015	11/13/2015	1
2	140580101000	11743 N RIVER ROAD	RODRICK PARKER	STORAGE	11/6/2016	11/20/2015	4,5,4
5	150530401000	11402 N PORT WASHINGTON ROAD	PORTWASH I LLC	PARKING	11/9/2015	11/16/2015	1
3	140300600700	12017 W MEQUON ROAD	BRAD D THUROW	SIGN	11/9/2015	11/11/2015	1
7	150320600200	10352 N PORT WASHINGTON ROAD	DAVE SOBELMAN	SIGN	11/11/2015	11/25/2015	5,4,1
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
5		11525 N PORT WASHINGTON ROAD	JIMMY JOHNS	BANNER	12/1/2015	12/4/2015	1
7	150500317000	1327 W EL RANCHO DRIVE	JOSE OR MAYRA SERNA	PARKING	12/7/2015	12/14/2015	4,5,1
7	150500317000	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

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3 WAITING ON REPLY

4 EXTENSION GRANTED

5 GOING TO COURT

6 ON HOLD

Attachment: Zoning & Site Compliance rpt_05-2016 (1638 : Zoning Enforcement and Site Compliance

City of Mequon - Zoning Enforcement Report Date: 5/1/2016

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		6006 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
5		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	RODERICK 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	5,5,1
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 CAFÉ	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	4,
7		1220 W RANCHITO LANE	FAMILY TAE KWON DO	BANNER	2/24/2016	2/24/2016	5,5,5,5,1

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

Attachment: Zoning & Site Compliance rpt_05-2016 (1638 : Zoning Enforcement and Site Compliance



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: May 10, 2016
SUBJECT: An Ordinance Amending Chapter 58, 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 Planned Unit Development (PUD) to Allow a 9 Lot Single Family Residential 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.

In February, the Planning Commission tabled action on this project requesting the developer further evaluate the environmental conditions including the wetlands and the specimen trees. The project was scheduled for the Planning Commission meeting in March, but was postponed because the developer was requesting removal of several specimen, a request that staff did not support. The project is now returning to the Planning Commission with preservation of all specimen trees and resolution regarding the wetlands conditions subject to approval by the Department of Natural Resources (DNR).

Public Input

The City has received written correspondence from interested stakeholders both in support and opposition related to this rezoning application. Please find attached the correspondence within the attachment titled Developer Submittal and Lakeside Public Commentary.

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 site contains a large wetland complex which was delineated by TRC Environmental on September 24, 2014. The plan would require a small portion of the existing wetlands to be filled which will require approval from the DNR. The updated plan reduces the amount of wetland fill that is needed. 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. The applicant is showing a number of rain gardens on the site which will serve as a buffer to the wetlands. Deviations to the wetland setback and the use of rain gardens will also require approval from the DNR.

The updated plan preserves all of the 22 specimen trees on site. Staff is supportive of the changes made to the plan and preservation of the trees. Staff will require tree protection fencing around some of the trees that will be in close proximity to the development as dictated by the City Forester.

Planning Commission Recommendation

The Planning Commission recommended approval on April 11, 2016, by a vote of 6-2.

Attachments:

Memo re Lakeside Development Rezoning Protest Petition (DOCX)
 Narrative (PDF)
 Developer Submittal (PDF)
 Developer Maps (PDF)
 Area Map No.1 (PDF)
 LakesidePublicCommentary (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2016-1468

An Ordinance Amending Chapter 58, 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 Planned Unit Development (PUD) to Allow a 9 Lot Single Family Residential Development

SECTION I:

Following recommendation of the Planning Commission on the 11th day of April, 2016, and after due notice and hearing by the Common Council of the City of Mequon on the 10th day of May, 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 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 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.
- . Tree protection fencing shall be installed in accordance with the City Forester's recommendation.
- . 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 rezoning zoning shall not go into effect until the boundary line adjustment between the two parcels is completed.
- . The rezoning will not go into effect until DNR approval of the wetland fill is granted.
- . Any reduction in the wetland setback shall be approved by the DNR.
- . 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.
- . 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: May 10, 2016

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 10, 2016.

William H. Jones, Jr., City Clerk

Published: _____

MEMORANDUM

To: Mayor and Common Council
 From: Brian C. Sajdak, City Attorney
 Date: May 5, 2016
 Re: Protest Petitions concerning Rezoning for Oriole Lane/Lakeside Development

As you may be aware, a protest petition has been filed with respect to the rezoning application for the Lakeside Development PUD on Oriole Lane. Protest petitions are governed by Wisconsin Statute. Specifically, Wis. Stat. § 62.23(7)(d)2m.a. provides:

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

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

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

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

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

Attachment: Memo re Lakeside Development Rezoning Protest Petition (ORDINANCE 2016-1468 : Rezoning: Lakeside Development Oriole

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,



Thomas A. Zabjek
President

c: Jac Zader

enclosures

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Mequon, WI 53092

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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,



Thomas A. Zabjek
President

c: Jac Zader

enclosures

Lakeside Building Nc
1500 W. Market Street, Suite 2
Mequon, Wisconsin 530
☎ 262-241-2300 ☐ 262-241-2000
e-mail lakeside-development@msn.com
www



11333 N. Cedarburg Rd 60W
Mequon, WI 53092-1930
Phone (262) 512-1297
Fax (262) 238-1580

www.ci.mequon.wi.us

Office of the City Forester

MEMORANDUM

TO: Mequon Plan Commission
FROM: Ken Baker, Mequon City Forester
SUBJECT: Oriole Lane Development
OWNER: Lakeside Development
DATE: March 24, 2016

Observations:

I, Ken Baker, met with Mr. Zbject numerous times at the site. I located numerous specimen trees on the site. I pointed these out to Mr. Zbject and made some suggestions as to how we could develop this property and still keep within the specimen tree ordinance. It was agreed upon that there would be no specimen trees removed.

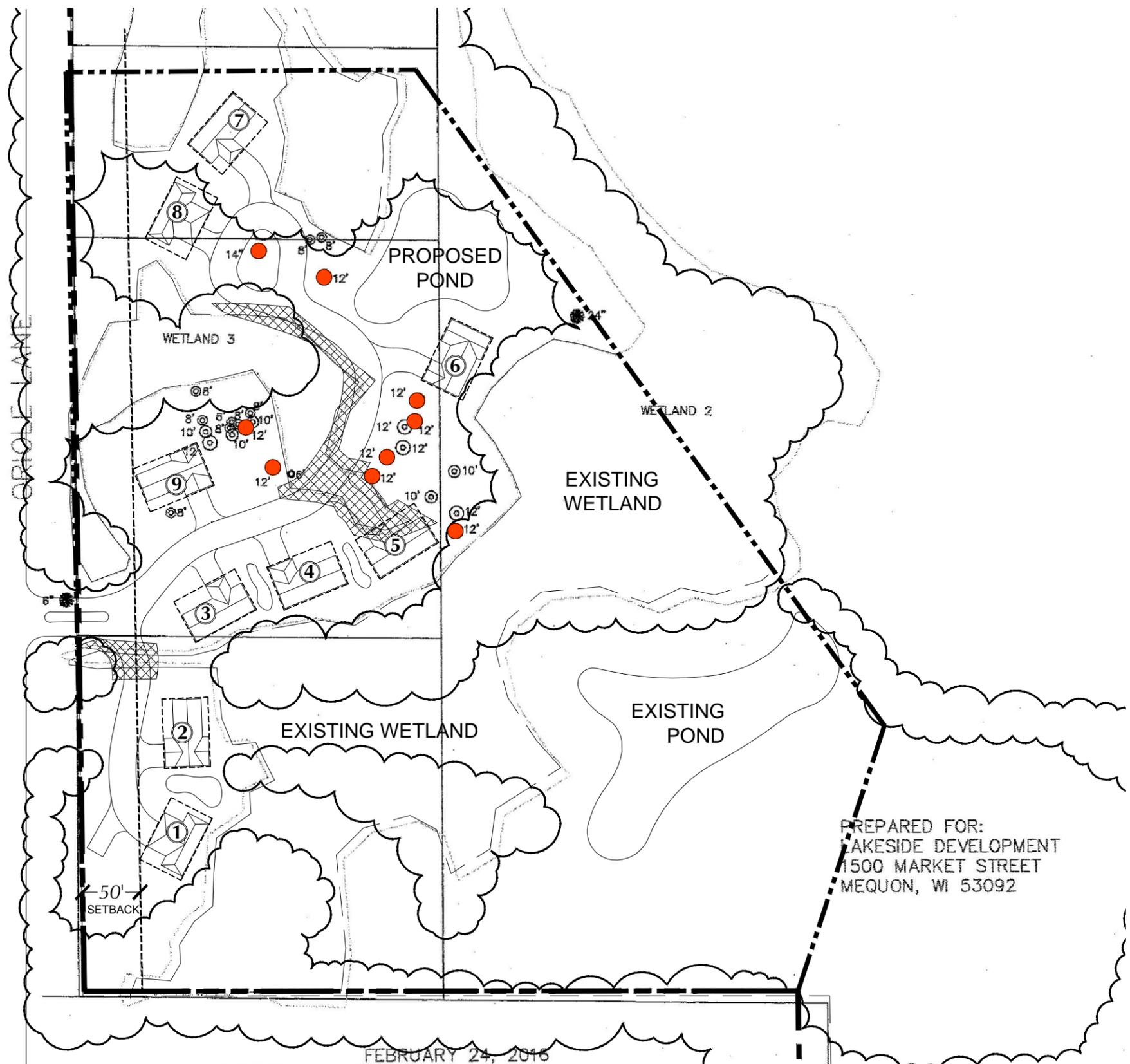
Recommendation:

I would require that the specimen trees along the road and the buildable areas, be protected by fencing and signage according to our tree preservation manual.

Thank you,

Ken Baker
WI-0286 AM
City of Mequon

Attachment: Developer Submittal (ORDINANCE 2016-1468 : Rezoning: Lakeside Development Oriole Lane)



SPECIMEN TREE MAP LEGEND

- ⊙ -DENOTES CEDAR (JUNIPER) TREE
SIZE NOTED IS CANOPY DIAMETER
- -DENOTES DECIDUOUS TREE
SIZE NOTED IS TRUNK DIAMETER (APPROX.)
- NOTE: TREES FLAGGED BY OTHERS
- SPECIMEN TREES PER MEQUON CITY FORESTER

TREE SURVEYED BY:

FEBRUARY 24, 2016

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

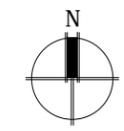
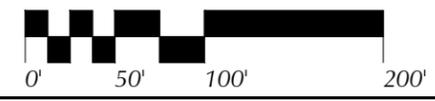
 Existing Wetland to be Mitigated
 (9,116 Sq. Ft.)

PREPARED FOR:
 LAKESIDE DEVELOPMENT
 1500 MARKET STREET
 MEQUON, WI 53092

FEBRUARY 24, 2016

ORIOLE LANE DEVELOPMENT: Site Development Plan with Tree Survey

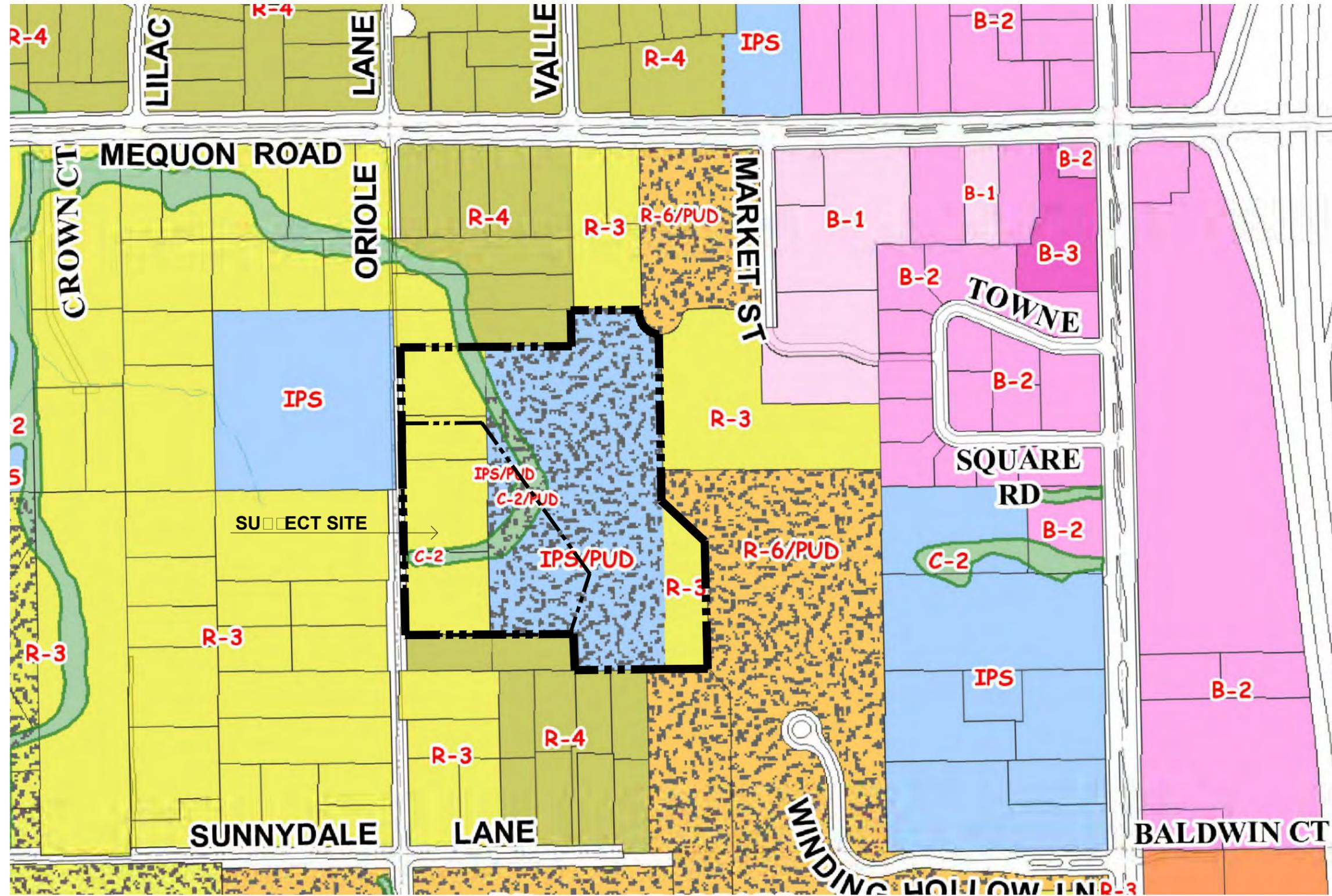
Mequon, Wisconsin



March 16, 2016



L-8



ORIOLE LANE DEVELOPMENT: Existing Zoning Map

Mequon, Wisconsin

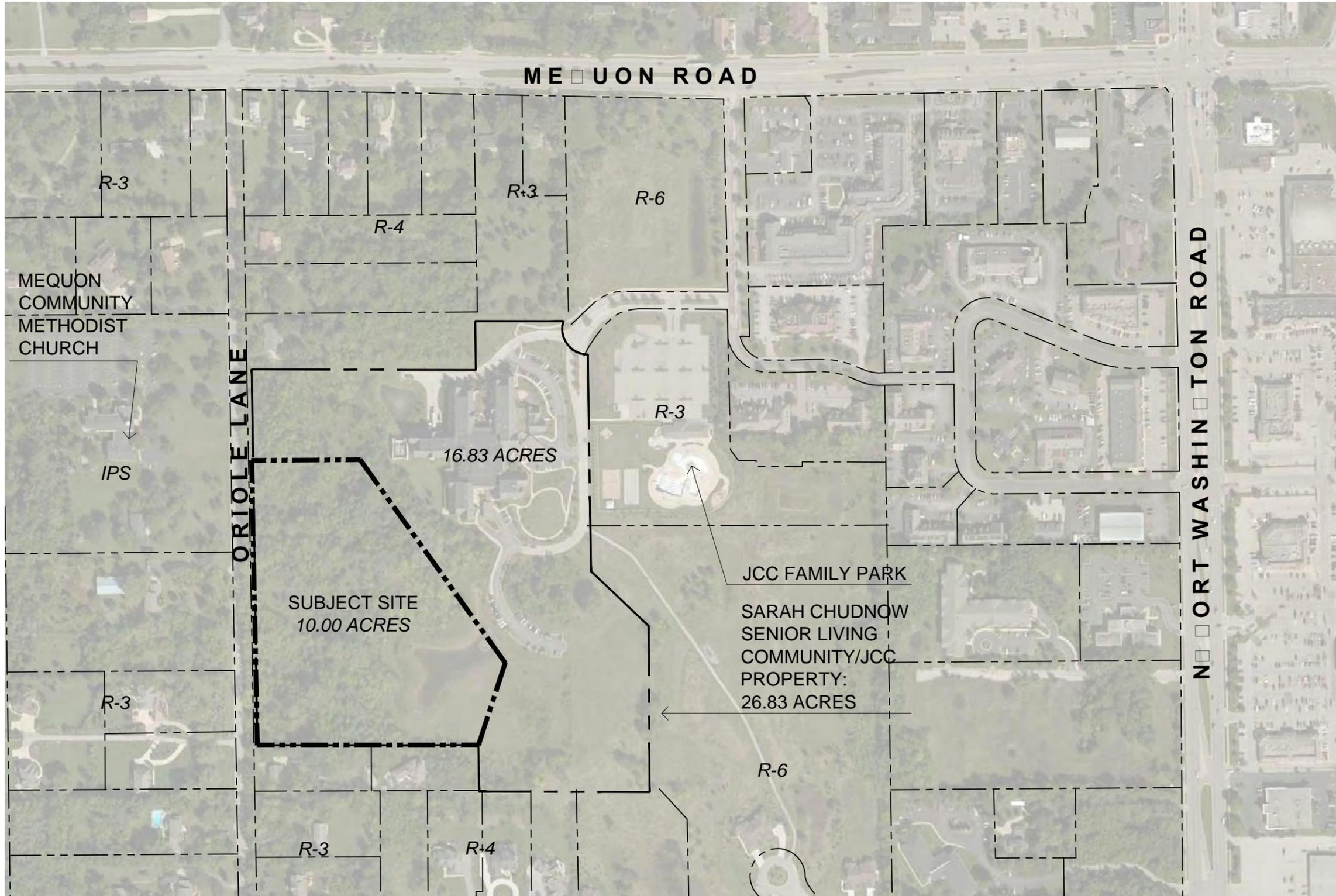


February 01, 2016

L-1



DESIGNED FOR:
 Lakeside Development Company
 1500 W. MARKET ST.
 SUITE 200
 MEQUON, WI
 53092



ORIOLE LANE DEVELOPMENT: Aerial Context Plan

Mequon, Wisconsin

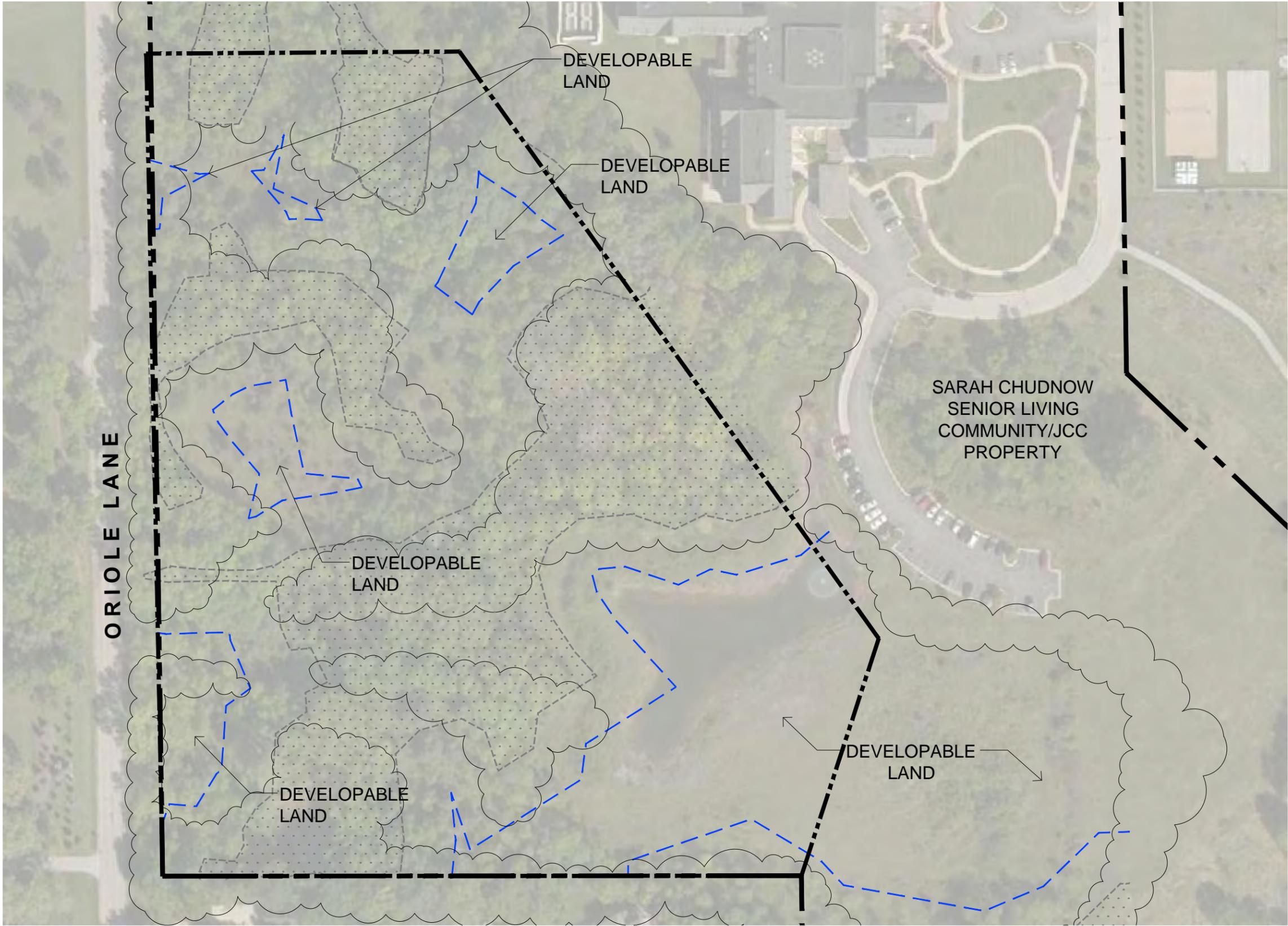


February 01, 2016



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

L-2

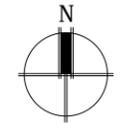
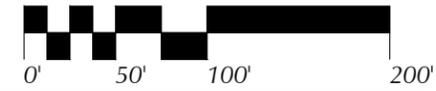


LEGEND:

-  Developable Land
-  Wetland
-  Wetland Edge

ORIOLE LANE DEVELOPMENT: Development Opportunities / Environmental Preservation Plan Diagram

Mequon, Wisconsin



February 01, 2016



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

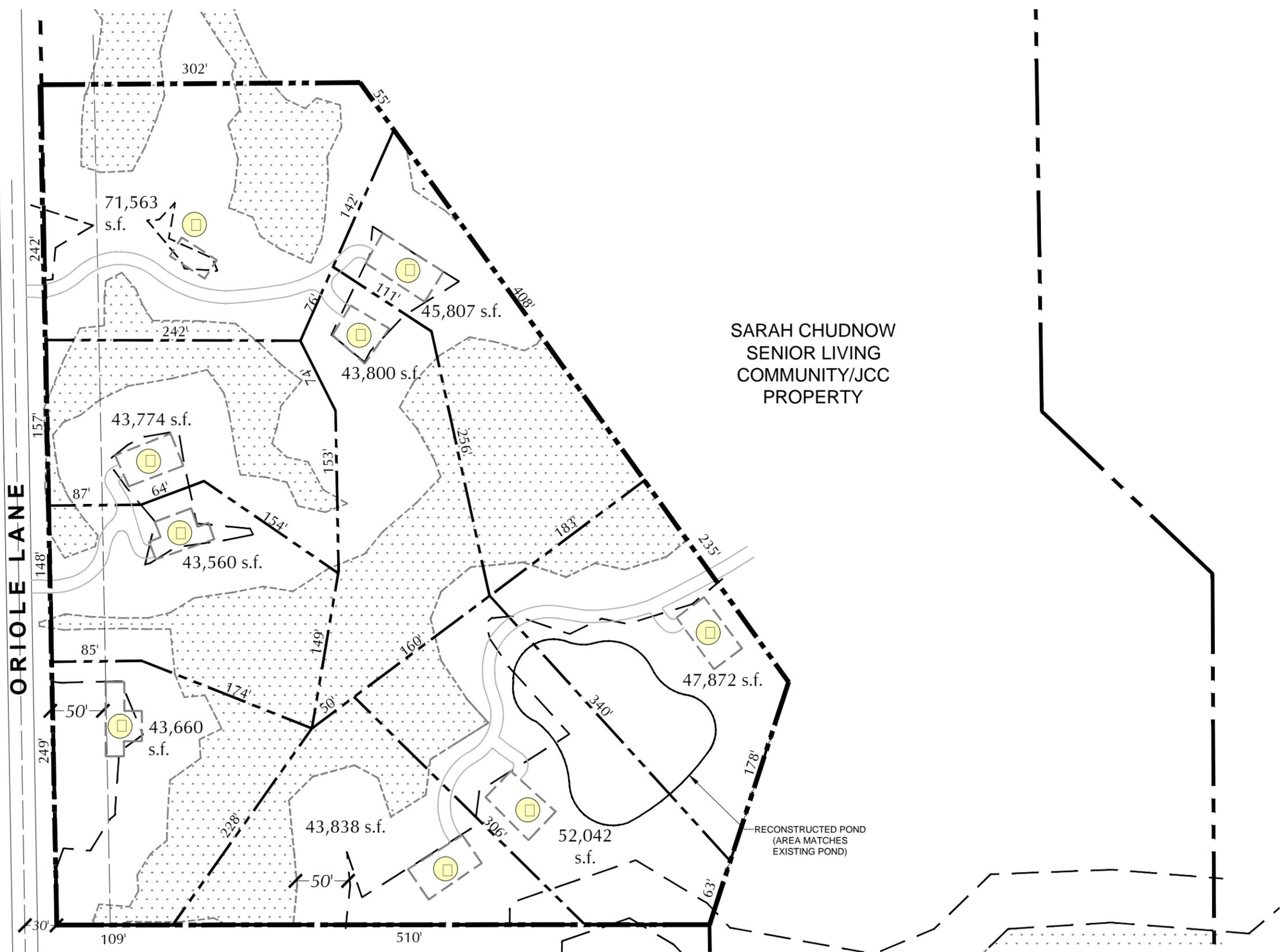
L-3

LEGEND:

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

10 ACRE SITE
R-3 ZONED YIELD PLAN:

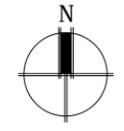
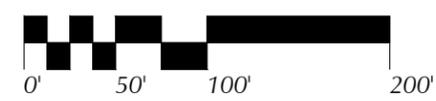
- 9 LOTS @ 1.00 AC.
- 150' AVERAGE LOT WIDTH (TYP.)
- BUILDING AREA SETBACKS:
50' FROM ORIOLE LANE
20' SIDE AND REAR YARD



* WETLAND DELINEATION REPORT
PROVIDED BY TRC SOLUTIONS

ORIOLE LANE DEVELOPMENT: R-3 Yield Diagram

Mequon, Wisconsin

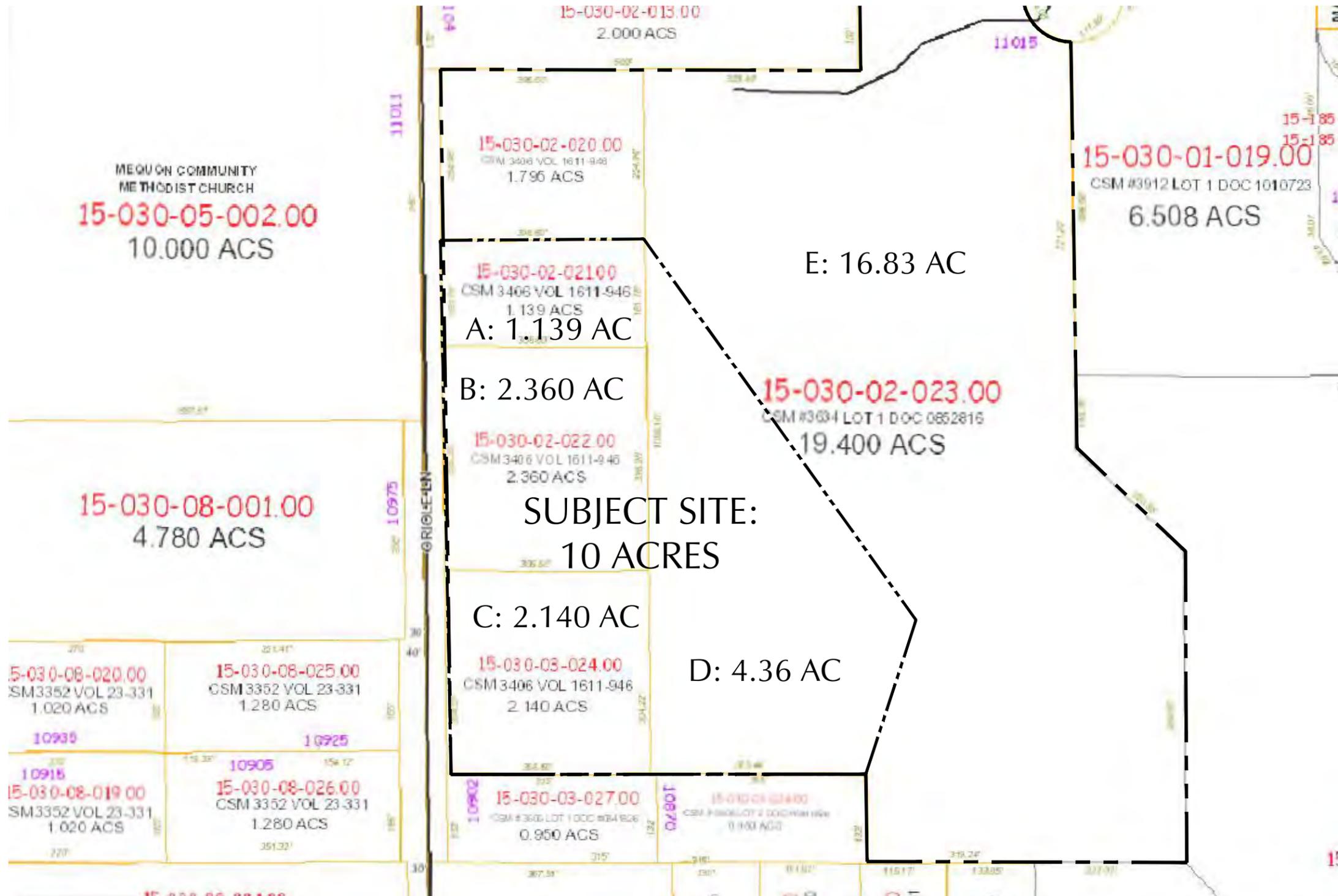


February 01, 2016



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

L-4

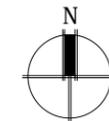


TOTAL AREA:
26.83 ACRES

* MAP TAKEN FROM OZAUKEE COUNTY GIS PORTAL

ORIOLE LANE DEVELOPMENT: Property Lines

Mequon, Wisconsin



February 01, 2016



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

L-5

WETLAND MAP

NW CORNER NE
1/4 SEC 30-9-22



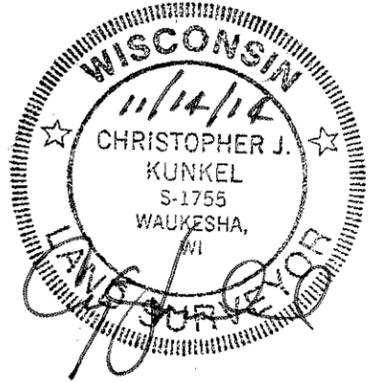
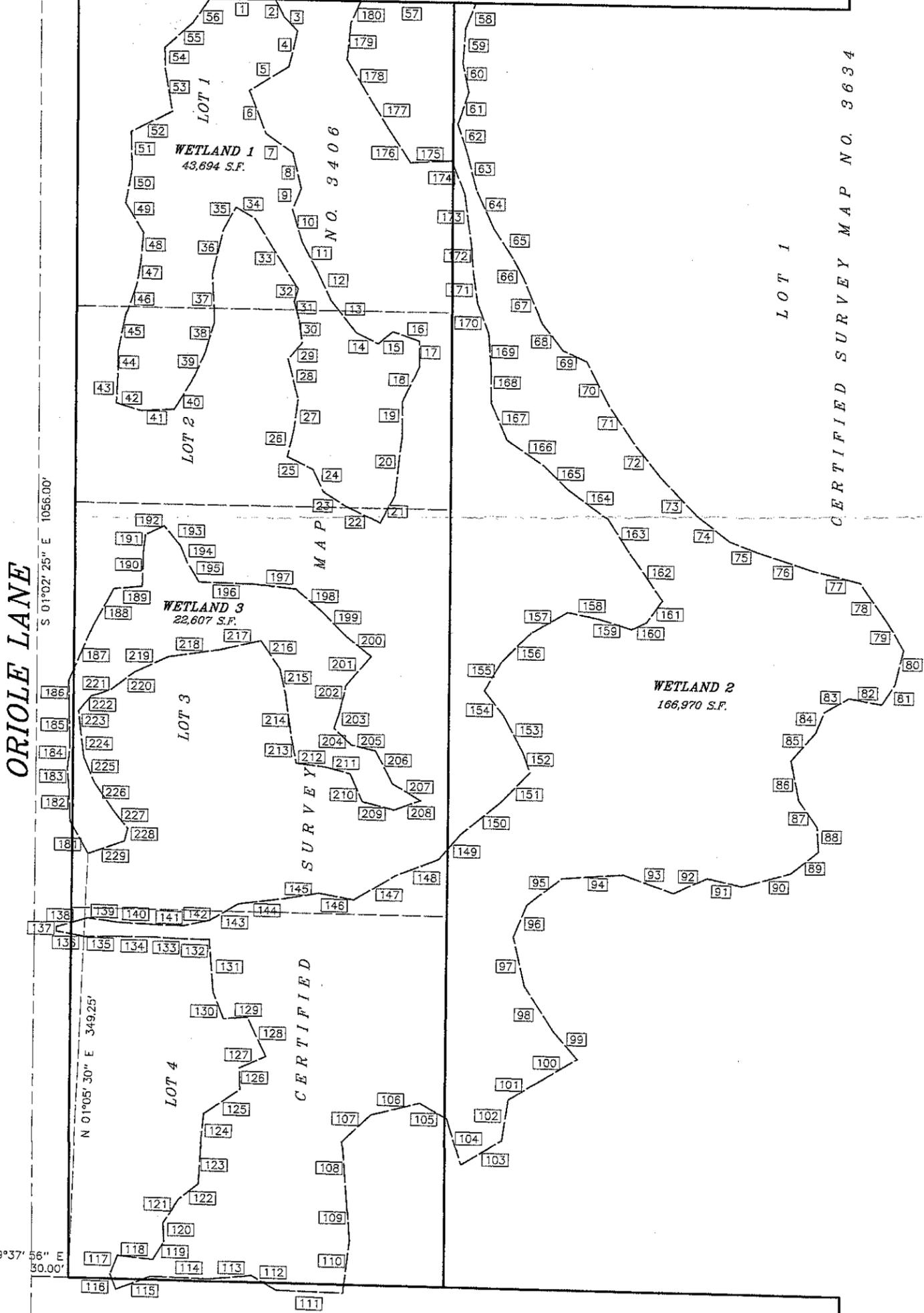
SCALE: 1"=100'



WEST LINE NE 1/4 SEC 30-9-22
S 01°02' 25" E 803.30'

N 89°36' 20" E
137.34'

N 89°36' 20" E
69.98'



EDGEWOOD SURVEYING D

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

**Wetland Delineation Report
N. Oriole Ln. Parcels
City of Mequon, Ozaukee County, WI**

Prepared for:

**Lakeside Development Company
1500 W. Market St., Suite 200
Mequon, WI 53092**

**Kathi Kramasz
Wisconsin Department of Natural Resources
Plymouth Service Center
1155 Pilgrim Road
Plymouth, WI 53073**

**Rebecca Graser
U.S. Army Corps of Engineers
Regulatory Branch
20711 Watertown Rd., Suite F
Waukesha, WI 53186**

Prepared by:

**TRC Environmental Corporation
Brookfield, WI
TRC Project 225201**

December 2014

Attachment: Developer Submittal (ORDINANCE 2016-1468 : Rezoning: Lakeside Development Oriole Lane)

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Appendix A: Figures

- Figure 1 – Site Location Map
- Figure 2 – Wisconsin DNR Wisconsin Wetlands Inventory Map
- Figure 3 – Natural Resource Conservation Service Soils Map
- Figure 4 – 2005 Aerial Imagery
- Figure 5 – 2008 Aerial Imagery
- Figure 6 – 2011 Aerial Imagery
- Figure 7 – Southeastern Wisconsin Regional Planning Commission Environmental Corridor Map
- Figure 8 – Southeastern Wisconsin Regional Planning Commission Land Use Map

Appendix B: WETS Analysis / Precipitation Data

Appendix C: Wetland Delineation Map

Appendix D: Site Photographs

Appendix E: Wetland Determination Data Forms

1.0 INTRODUCTION

On behalf of Lakeside Development Company Inc., TRC Environmental Corporation (TRC) conducted a wetland delineation within a designated Study Area in select parcels located along the east side of N. Oriole Ln. between Mequon Rd. and W. Sunnydale Ln. (Figure 1, Appendix A). The Study Area is located in part of Section 30, Township 9 north, Range 22 east in the City of Mequon, Ozaukee County, Wisconsin.

The purpose of this wetland delineation was to determine the current location and extent of wetlands located within designated Study Areas for the proposed development of the parcels. Our study is presented here in terms of methodology, results, and conclusions.

The wetland delineation field investigation was conducted by TRC scientists Ron A. Londré (lead investigator), Lesley Brotkowski, and Alex Meehan on September 24, 2014 and solely by Ron A Londré on October 8, 2014.

2.0 STATEMENT OF QUALIFICATIONS

TRC provides comprehensive wetland and ecological services including: ecological assessments, wetland assessments, permitting, mitigation site design and monitoring, and restoration. We have conducted hundreds of wetland identification projects. Our teams have extensive professional training and educational backgrounds in wetlands, ecology, biology, and botany.

Mr. Ron A. Londré, PWS, Senior Ecologist, has M.S. and B.S. degrees in biological science with focused studies on plant community ecology from the University of Wisconsin-Milwaukee and the University of Wisconsin-Parkside, respectively. Mr. Londré is certified by the Society of Wetland Scientists as a Professional Wetland Scientist (PWS # 2436) and the Ecological Society of America as a Certified Ecologist. Mr. Londré is also a Certified Wetland Specialist in McHenry County and Lake County, Illinois. He has over nine years professional experience as an ecological consultant specializing in wetland assessments and delineations, wetland and waterway permitting, mitigation site design and monitoring, ecological restoration, water resource studies and management planning, invasive species management, and threatened and endangered species investigations. Previously, Mr. Londré served as a college instructor and research scientist when he taught courses in biological science, environmental science, and botany while conducting research on the forces that structure plant communities and landscape and restoration ecology. Mr. Londré has completed the following wetland delineation technical training workshops: Advanced Wetland Delineation Training Workshop provided by the University of Wisconsin-La Crosse in 2013, Critical Methods in Wetland Delineation Workshop provided by the University of Wisconsin-La Crosse in 2013, Regional Supplement Seminar and Field Practicum provided by the Wetland Training Institute in 2012, Basic Wetland Delineation Training Workshop provided by the University of Wisconsin-La Crosse in 2011, and the

Wetland Delineation Training Workshop provided by the University of Wisconsin-Milwaukee in 2004. Mr. Londré served as the primary investigator for this wetland assessment.

Ms. Lesley Brotkowski, WDNR Assured Wetland Ecologist, earned a Master's Degree in Ecology and Conservation Biology from the University of Illinois at Urbana-Champaign. Ms. Brotkowski has experience with a variety of wetland delineation, habitat assessment, conservation, and restoration projects throughout Wisconsin and has completed the advanced wetland delineation training workshop and field indicators of hydric soils workshops provided by UW-La Crosse. Ms. Brotkowski is a part of the Wetland Delineation Professional Assurance Initiative of the Wisconsin Department of Natural Resources (WDNR). This means her work is assured for purposes of State of Wisconsin wetland delineations.

Mr. Alex Meehan, Biological Technician, has experience with wetland delineations, wildlife surveys, native plant habitat restoration, and invasive species management in Wisconsin. Mr. Meehan conducts wetland delineations and has been involved with invasive plant identification and management. He provides field assistance, data collection, and reporting.

3.0 REGULATORY DEFINITIONS

The current U.S. Army Corps of Engineers (USACE) regulatory definition of wetlands is “areas inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and [which] under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions” (USACE 1987). A wetland must possess the following three diagnostic environmental characteristics:

1. Hydrophytic vegetation. The prevalent vegetation must consist of macrophytes that are typically adapted to areas having hydrologic and soil conditions described in the wetland definition (above). That is, they must be adapted to actively grow in saturated soils.
2. Hydric soil. Soils must be present or they must possess characteristics that are associated with reducing soil conditions.
3. Hydrology. The area must be inundated either permanently or periodically at mean water depths less than or equal to 6.6 feet, or the soil must be saturated to the surface at some time during the growing season of the prevalent vegetation.

Professional judgment may also be used to make qualified assessments of a site when diagnostic environmental characteristics are masked, significantly disturbed, or naturally problematic.

Under Section 404, the USACE regulates all “waters of the United States” (WOUS), which includes: all waters which are currently used, were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and flow of the tide; all interstate waters, including interstate wetlands; the territorial seas; all impoundments

of a traditional navigable water, interstate water, the territorial seas or a tributary; all tributaries of a traditional navigable water, interstate water, the territorial seas or impoundment; all waters, including wetlands, adjacent to a traditional navigable water, interstate water, the territorial seas, impoundment or tributary; and on a case-specific basis, other waters, including wetlands, provided that those waters alone, or in combination with other similarly situated waters, including wetlands, located in the same region, have a significant nexus to a traditional navigable water, interstate water or the territorial seas.

In addition to Section 404, Section 281.36 of Wisconsin Statutes regulates all wetlands that are regulated under Section 404, including some wetlands that would not be regulated under Section 404, particularly wetlands that may be considered as “isolated” under Section 404. Such wetlands are defined as “nonfederal wetlands” in the Wisconsin Statutes.

4.0 METHODS

STANDARDS AND ANALYSIS OF EXISTING DOCUMENTS

This delineation was conducted in accordance with the guidelines of the Corps of Engineers Wetland Delineation Manual (Environmental Laboratory, 1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0, 2010) and in general accordance with Wisconsin Department of Natural Resources guidelines (WI Department of Administration, WI Coastal Management Program, 1995). National Wetland Indicator status and taxonomic nomenclature is referenced from The National Wetland Plant List (Lichvar 2014). National Wetland Indicator status is based on the Midwest Region.

Prior to conducting fieldwork, TRC scientists reviewed several maps including the United States Geological Survey (USGS) 7.5' Quadrangle maps, Wisconsin Wetland Inventory Map, Natural Resource Conservation Service (NRCS) Soil Survey Map, and aerial photographs. These sources were used to identify areas likely to contain wetlands.

Precipitation data from approximately 90 days prior to the field investigation was obtained from a weather station near the Study Area and compared with 30-year average precipitation data obtained from a NRCS WETS Table for the County where the Study Area was located to determine if antecedent hydrologic conditions at the time of the site visit were normal for the time of the year.

FIELD INVESTIGATION

Areas having wetland field indicators within the Study Area were evaluated in the field by TRC wetland scientists. Data points were located in areas exhibiting wetland and upland characteristics to document the presence and/or absence of wetlands and to provide support for the delineated wetland boundaries. At each data point, data were collected to document the

vegetation, soils, and indicators of wetland hydrology. The wetland boundaries were staked using wire pin flags and when needed flagging tape. Wetland boundaries were generally determined by distinct to subtle differences in the abundance of hydrophytic vegetation and non-hydrophytic vegetation, presence versus absence of hydric soil indicators and wetland hydrology indicators, and apparent topographic breaks.

5.0 RESULTS

MAP AND INFORMATION REVIEW

The USGS topographic map (Figure 1, Appendix A) indicated that the topography of the Study Area was relatively flat. Based on the 2 foot contour data from Ozaukee Counties public GIS mapping website, land elevations ranged from 686 to 700 feet above sea level with the majority of the Study Area being between 686 and 690 feet above sea level.

The Wisconsin Wetland Inventory (WWI) map (Figure 2, Appendix A) depicted two wetlands within the Study Area. The types of wetland shown on the WWI map include S3K (scrub / shrub; broad-leaved deciduous; wet soil, palustrine) and W0Hx (Open water; subclass unknown; standing water, palustrine; excavated) which appears to be a storm water pond.

According to the NRCS Soil Survey map (Figure 3, Appendix A) three mapped soil units are located within the Study Area. The types of mapped soils and their hydric classifications are listed on Table 1 below.

Table 1. Mapped Soils

Map Unit Symbol	Taxonomic Classification	Hydric Classification
MaA	Manwa silt loam, 1-3% slopes	Partially hydric
KnB	Kewaunee silt loam, 2-6% slopes	Partially hydric
Lu	Loamy land	Partially hydric

A review of aerial photographs from 2005 through 2011 (Figures 4-6) showed that the land appeared to be mostly wooded with no detectable land use changes within the Study Area.

The SEWRPC Environmental Corridor Map (Figure 7, Appendix A) does not depict any Environmental Corridors within the Study Area.

The SEWRPC Land Use Map (Figure 8, Appendix A) shows the Study Area to be comprised of agricultural and other open lands, wetlands, and surface water. Based on a review of aerial photographs, agricultural does not reflect the current land type.

PRECIPITATION

According to the Midwestern Regional Climate Center cli-MATE database, the total precipitation from a nearby weather station (GERMANTOWN, WI3058) for the 14 days prior to the field investigation on September 24th was 0.97 inches and 1.09 inches the 14 days prior to the field investigation on October 8th. The most recent rainfall event prior to September 24th was 0.07 inches, which occurred on September 22nd. The most recent rainfall event prior to October 8th was 0.01 inches, which occurred on October 6th. The total precipitation for the 90 days prior to September 24th was approximately 6.31 inches. The total precipitation for the 90 days prior to October 8th was approximately 5.63 inches. The precipitation data for the 90 day period preceding the dates of the field investigations (Appendix B) and precipitation data from a nearby WETS station (GERMANTOWN, WI3058) were entered into WETS analysis worksheets (Appendix B) to determine whether antecedent hydrologic conditions were within a normal range for the time of the year the field investigations occurred. Based on this analysis, the precipitation total for the 90 days prior to both dates of the field investigations were considered to be below a normal range, suggesting that the surface or near-surface hydrology at the time of the site visit was not normal and that hydrologic conditions during the site visit were not typical. Based on our professional judgment and the nature of the wetlands identified and delineated, the below average rainfall is not a factor in the determination or delineation.

FIELD INVESTIGATION OF WETLANDS

Site Description

The Study Area was comprised of undeveloped parcels with naturally occurring vegetation. Plant communities within the Study Area included an immature hardwood forest, upland and wetland meadows, scrub shrub, and hardwood swamp. The Study Area was bordered on the north and south by residential properties, on the east by the Jewish Community Center property, and on the west by N. Oriole Ln. The Study Area was approximately 10 acres in size.

Wetlands

Three wetlands (Wetland 1 through Wetland 3) were delineated. The delineated wetland boundaries and sample points are shown on a map (Exhibit A) in Appendix C. Photographs were taken at sample points and other notable locations (Appendix D). Data were collected and recorded on Wetland Determination Data Forms at twelve data points to document wetland and upland locations (Appendix E).

Wetland 1

Wetland 1 was approximately 3.82 acres within the Study Area and extended outside of the Study Area to the north, south, and east. Wetland 1 consisted predominantly of a deciduous hardwood swamp and scrub shrub plant communities with small pockets of wet meadow habitat. Three wetland data points (DP-2, DP-6, and DP-10) were taken within Wetland 1 and four upland data points (DP-1, DP-3, DP-9, and DP-7) were taken in adjacent upland areas.

The dominant vegetation within Wetland 1 included *Fraxinus pennsylvanica* (green ash) in the tree stratum, *Rhamnus cathartica* (common buckthorn) in the shrub stratum, and a variety of different hydrophytes (see data forms for a list) in the herb stratum at each data point. Hydrology appeared to be sustained mainly by surface water and to a lesser extent rain water. Hydrology indicators that were observed at the wetland data points in Wetland 1 included a high water table, saturated soils, drainage patterns, geomorphic position, and a positive FAC-neutral test. Hydric soil indicators observed at the wetland data points included redox dark surface and depleted matrix.

The boundary of Wetland 1 was based on subtle topographic breaks, the boundary between the presence and absence of hydric soil, the boundary between the presence and absence of wetland hydrology indicators, and a subtle difference in the abundance of hydrophytes versus non-hydrophytes. Hydrophytic plant communities tended to extend beyond the wetland boundary into uplands along portions of the boundary and were less useful in determining the location of the boundary.

Wetland 2

Wetland 2 was approximately 0.51 acres and contained entirely within the Study Area. Wetland 2 was comprised of a deciduous hardwood swamp. One wetland data point (DP-5) and one upland data point (DP-4) were taken to document wetland and adjacent upland locations.

The dominant vegetation in Wetland 2 included *Fraxinus pennsylvanica* in the tree stratum and at data point DP-5 *Rhamnus cathartica*, *Cornus alba* (red osier dogwood), and *Fraxinus pennsylvanica* were the major dominants in the shrub stratum with *Scirpus atrovirens* (dark-green bulrush), *Carex stipata* (common fox sedge), and *Cornus alba* the major dominants in the herb stratum. Hydrology appeared to be sustained mainly by surface water and to a lesser extent rain water. Hydrology indicators observed at the wetland data point included water marks, sparsely vegetated concave surface, oxidized rhizospheres on living roots, geomorphic position, and a positive FAC-neutral test. Hydric soil indicators observed at the wetland data point included redox dark surface.

The boundary of Wetland 2 was based on subtle to distinct topographic breaks, the boundary between the presence and absence of hydric soil, the boundary between the presence and absence

of wetland hydrology indicators, and a subtle difference in the abundance of hydrophytes versus non-hydrophytes. Hydrophytic plant communities tended to extend beyond the wetland boundary into uplands along portions of the boundary and were less useful in determining the location of the boundary.

Wetland 3

Wetland 3 was approximately 1.01 acres within the Study Area and extended a short distance north beyond the Study Area. The wetland was comprised predominantly of deciduous hardwood swamp with a small pocket of wet meadow near the north Study Area boundary. Two wetland data points (DP-8 and DP-12) and two upland data points (DP-7 and DP-11) were taken in wetland and adjacent upland locations.

The dominant vegetation observed at the wetland data points included *Fraxinus pennsylvanica*, *Salix nigra* (black willow), and *Populus tremuloides* (quaking aspen) in the tree stratum, *Fraxinus pennsylvanica*, *Rhamnus cathartica*, and *Cornus racemosa* (grey dogwood) in the shrub stratum, and *Phalaris arundinacea* (reed canary grass) and *Carex stricta* (tussock sedge) in the herb stratum. Hydrology appeared to be sustained mainly by surface water and to a lesser extent rain water. Hydrology indicators observed at the wetland data points included water marks, a sparsely vegetated concave surface, geomorphic position, and a positive FAC-neutral test. Hydric soil indicators observed at the wetland data points included redox dark surface and thick dark surface.

The boundary of Wetland 3 was based on subtle topographic breaks, the boundary between the presence and absence of hydric soil, the boundary between the presence and absence of wetland hydrology indicators, and a subtle difference in the abundance of hydrophytes versus non-hydrophytes. Hydrophytic plant communities tended to extend beyond the wetland boundary into uplands along portions of the boundary and were less useful in determining the location of the boundary.

Uplands

Data Points DP-1, DP-3, DP-4, DP-7, and DP-9 were located in upland areas. Generally, upland plant communities were comprised of a deciduous hardwood forest and upland meadows. There was a relatively high proportion of hydrophytes observed within upland areas.

6.0 CONCLUSIONS

Based on the wetland assessment completed by TRC, three wetland areas (Wetland 1 through Wetland 3) totaling approximately 5.34 acres were identified within the Study Area.

There were no waterways identified within the Study Area.

The results of this field study are based on site conditions at the time of the field study, which was conducted in accordance with current regulatory policy and methods. Unknown and future conditions that affect observations of field indicators, and change in interpretation of regulatory policy or methods, may modify future findings.

The ultimate authority to determine the location of the wetland boundary and jurisdictional authority over the wetlands and waterways identified in this report resides with the USACE and WDNR. Decisions made by staff of these regulatory agencies may result in modifications to the location of the wetland and/or waterway boundaries shown in this report.

TRC recommends that coordination with the USACE and the WDNR be conducted prior to implementing any activity that is in near proximity or is within wetlands or waterways to determine if a permit would be needed to perform the activity.

7.0 REFERENCES

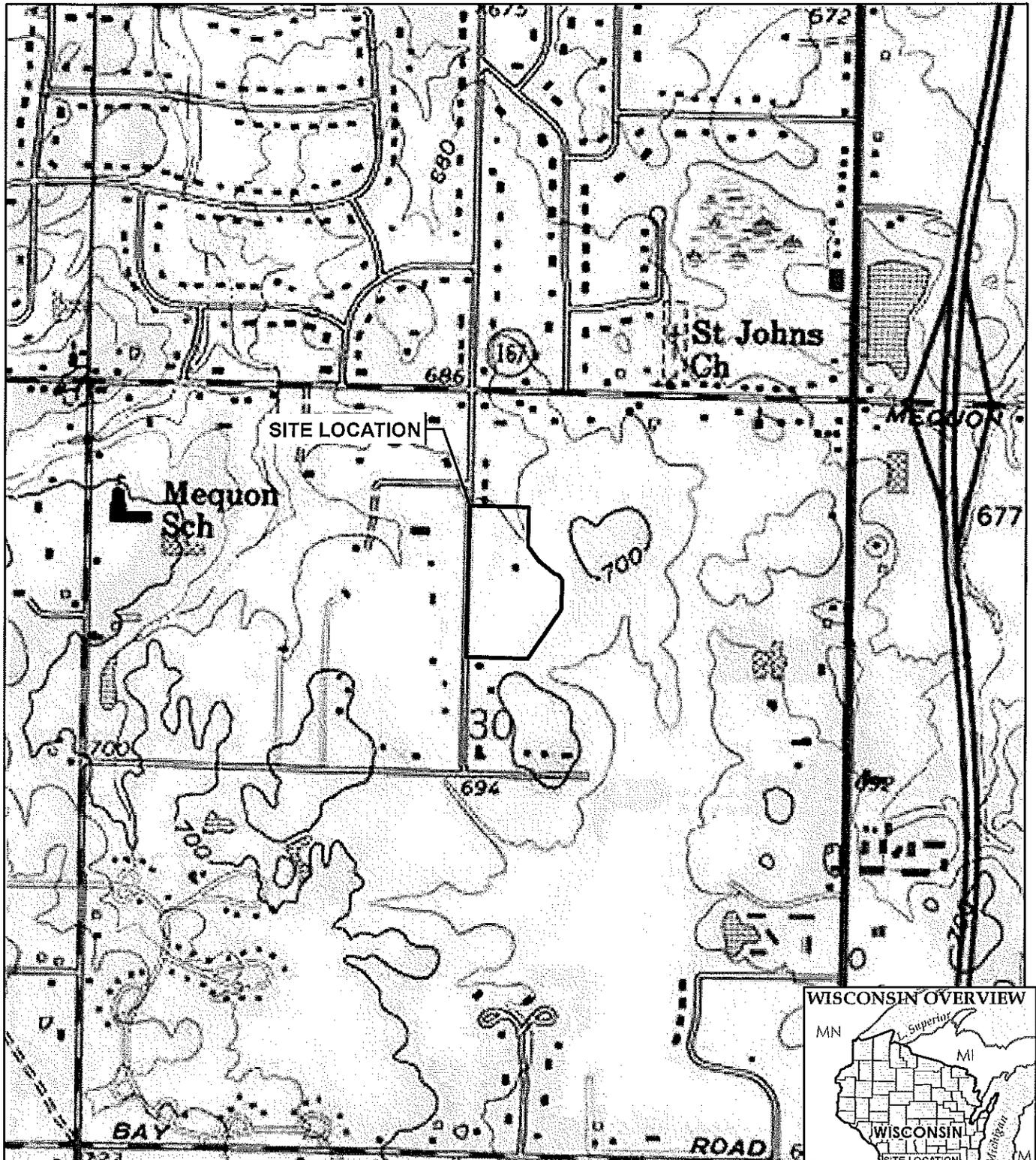
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<http://mrcc.isws.illinois.edu/CLIMATE/>
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<http://maps.sewrpc.org/regionallandinfo/regionalmapping/RegionalMaps/viewer.htm>
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- USDA Natural Resources Conservation Service Web Soil Survey
<http://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx>
- USDA NRCS Climate Analysis by County Web Site (WETS). (Web Address:
<http://www.wcc.nrcs.usda.gov/climate/wetlands.html>)
- Woodward , Donald E., ed. 1997. Hydrology Tools for Wetland Determination, Chapter 19. Engineering Field Handbook. U.S. Department of Agriculture, Natural Resources Conservation Service, Fort Worth, TX.
- WI Department of Administration, WI Coastal Management Program. 1995. Basic Guide to Wisconsin's Wetlands and their Boundaries. WI Coastal Management Program, Madison, WI
- Wisconsin Department of Natural Resources Surface Water Data Viewer Web Mapping Application <http://dnrmapping.wi.gov/imf/imf.jsp?site=SurfaceWaterViewer>

**APPENDIX A
FIGURES**

Attachment: Developer Submittal (ORDINANCE 2016-1468 : Rezoning: Lakeside Development Oriole Lane)

Saved By: BRHODE on 12/2/2014, 13:36:53 PM

TRC - GIS



BASE MAP FROM USGS 7.5 MINUTE TOPOGRAPHIC QUADRANGLE SERIES.



708 Heartland Trail
 Suite 3000
 Madison, WI 53717
 Phone: 608.826.3600

**NORTH ORIOLE LANE PARCELS
 WETLAND DELINEATION
 CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN**

SITE LOCATION MAP

DRAWN BY:	RHODE B
APPROVED BY:	
PROJECT NO:	225201
FILE NO:	225201-001slm.mxd
DATE:	DECEMBER 2014

E:\LakelandDevelopment\OrioleLane\2014_225201\225201-001slm.mxd

Attachment: Developer Submittal (ORDINANCE 2016-1468 : Rezoning: Lakeside Development Oriole Lane)

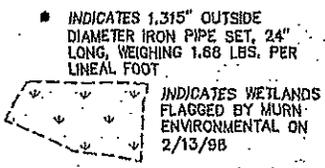
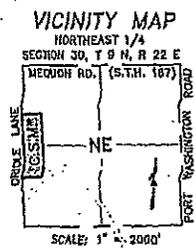
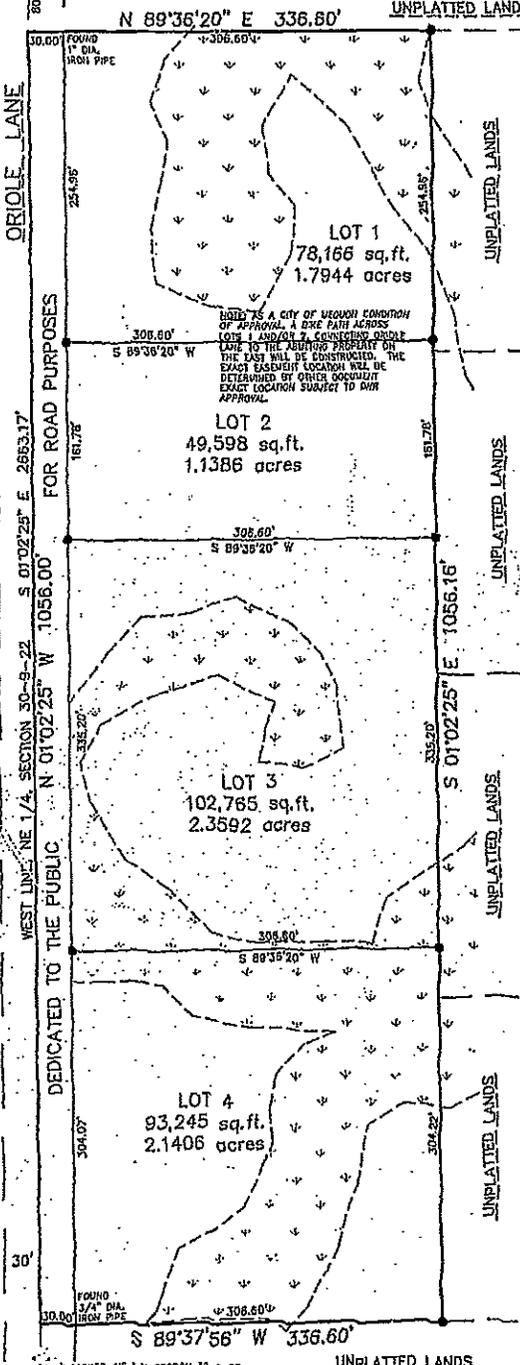
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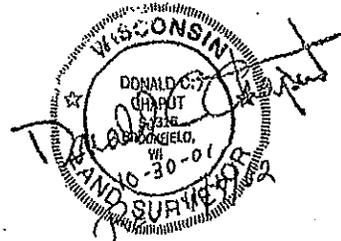
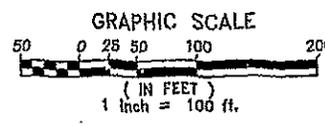
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CERTIFIED SURVEY MAP NO.

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



BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN COORDINATE SYSTEM, SOUTH ZONE (NAD'27). THE WEST LINE OF THE NE 1/4 OF SECTION 30 HAS A BEARING OF S 01°02'25" E.



National Survey & Engineering

Telephone 262-781-0000
 Facsimile 262-781-8468
 8747 W. Blumond Road
 Suite 200
 Brookfield, WI 53005-5038
 www.nsewi.com
 810289/CST0111-1114

15-030-02-018.00* 15-030-03-020.00*
 15-030-02-019.00* 15-030-03-021.00*

ORIOLE LANE
 DEDICATED TO THE PUBLIC
 WEST LINE NE 1/4 SECTION 30-9-22 S 01°02'25" E 2663.17'
 FOR ROAD PURPOSES
 N 01°02'25" W 1056.00'

CORNER, NE 1/4 SECTION 30-9-22
 MARKED WITH BRASS CAPS
 1 5.00' ALONG 1/4 SECTION LINES

Attachment: Developer Submittal (ORDINANCE 2016-1468 : Rezoning: Lakeside Development Oriole Lane)

CERTIFIED SURVEY MAP NO. _____

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

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
):SS
WAUKESHA COUNTY)

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

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

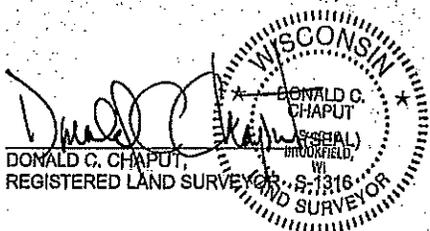
COMMENCING at the Northwest corner of said Northeast 1/4 Section; thence South 01°02'25" East along the West line of said Northeast 1/4 Section 803.30 feet to the point of beginning; thence North 89°36'20" East 336.60 feet to a point; thence South 01°02'25" East 1056.16 feet to a point; thence South 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 30, 2007
DATE



Attachment: Developer Submittal (ORDINANCE 2016-1468 : Rezoning: Lakeside Development Oriole Lane)

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

In the presence of:

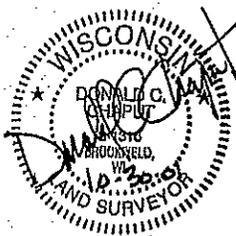
MEQUON PARK CORPORATION

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

STATE OF WISCONSIN }
Milwaukee COUNTY } :SS

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

Robin J. Smith (SEAL)
Notary Public, State of Wisconsin
~~My commission expires~~
My commission is permanent.



CERTIFIED SURVEY MAP NO. _____

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

CITY OF MEQUON PLANNING COMMISSION APPROVAL

APPROVED by the City of Mequon Planning Commission this 14 day of November, 2001, and
As Amended on October 19, 2012.

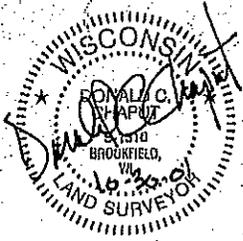
Christine Neuman
CHAIRPERSON

[Signature]
SECRETARY

RECORDED

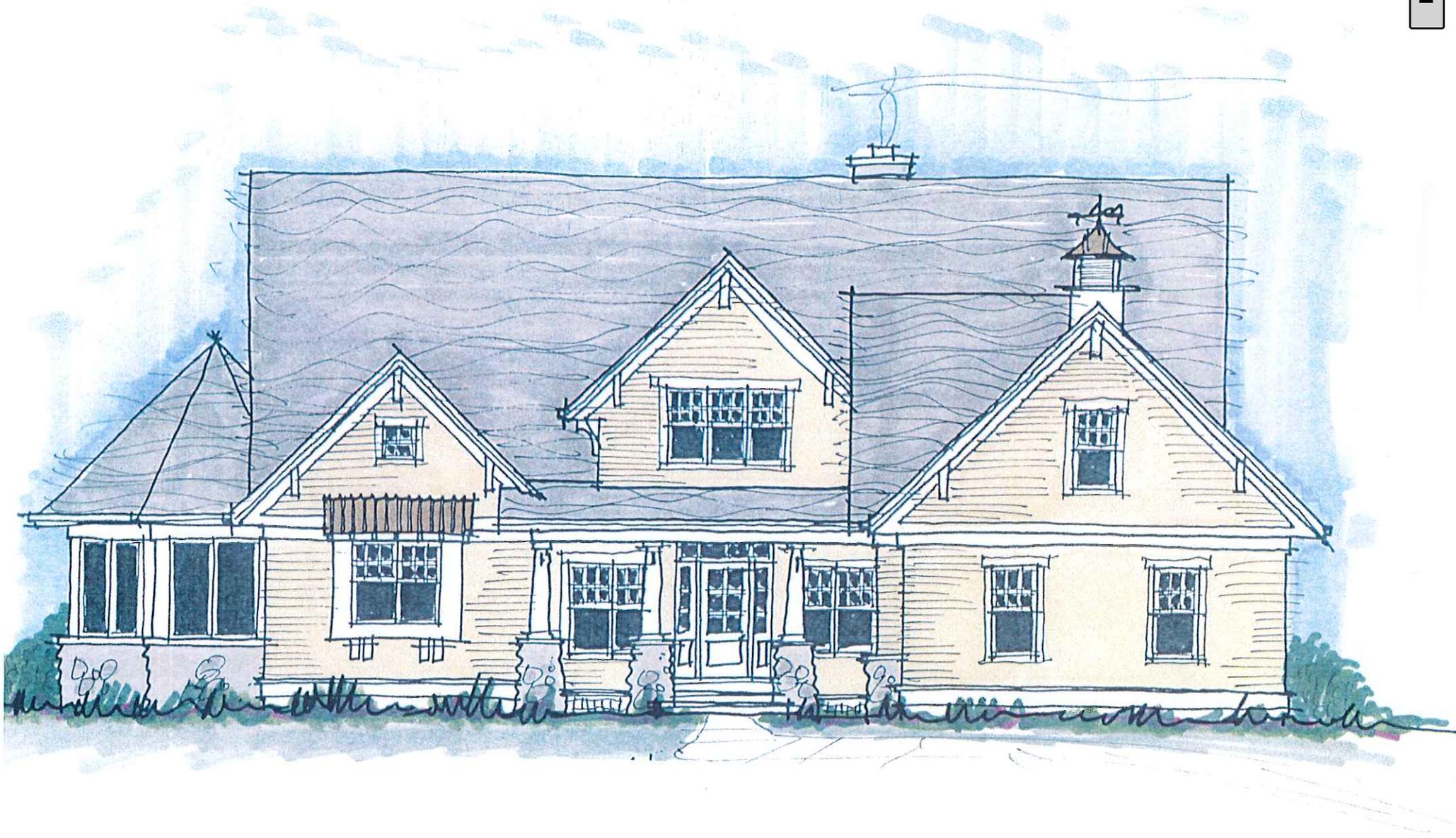
2009 JAN 15 PM 2:00

Ronald H. Chaput
REGISTER OF DEEDS
OZAUKEE COUNTY, WI



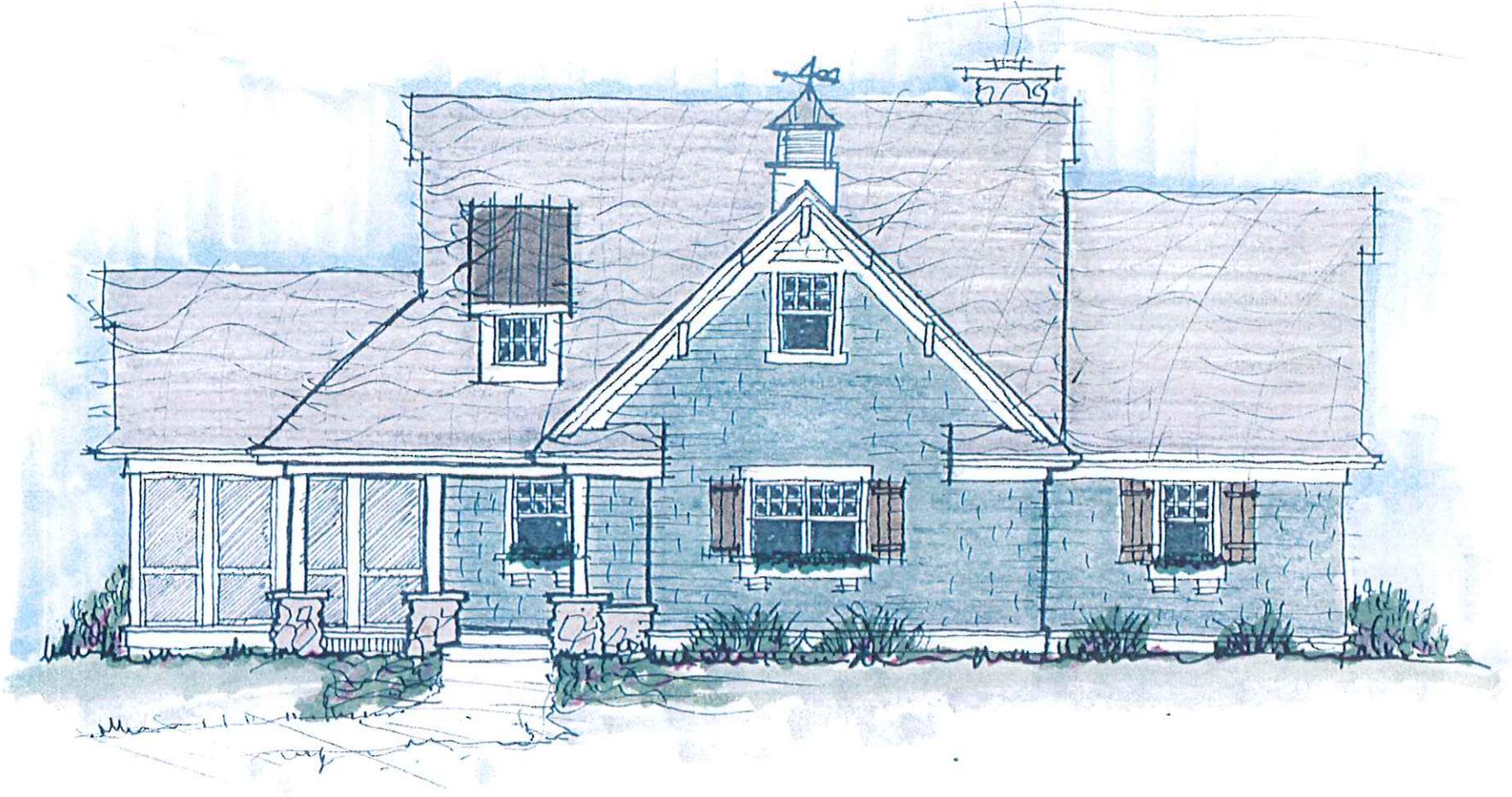
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REGISTERED LAND SURVEYOR S-1316

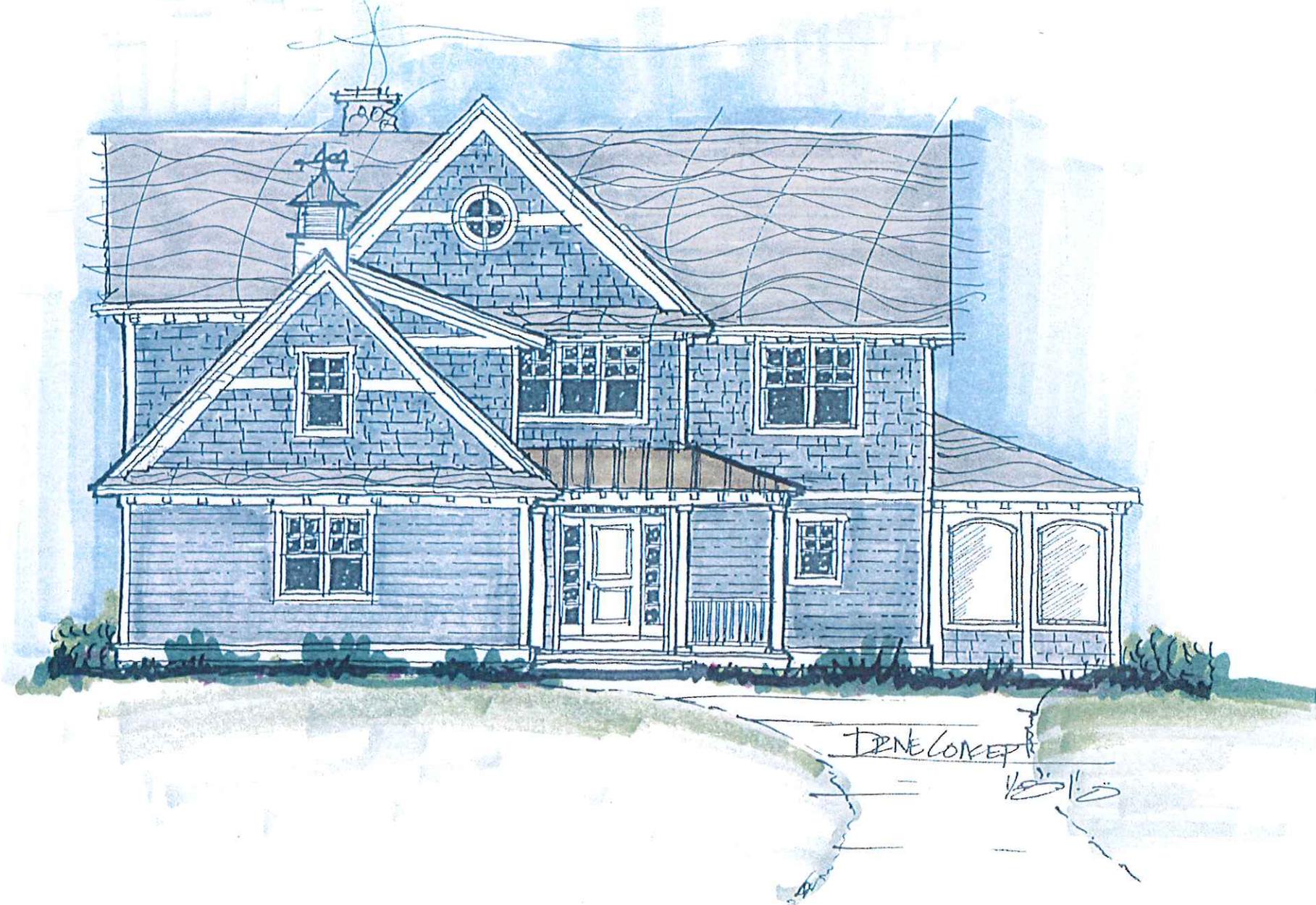
Attachment: Developer Submittal (ORDINANCE 2016-1468 : Rezoning: Lakeside Development Oriole Lane)



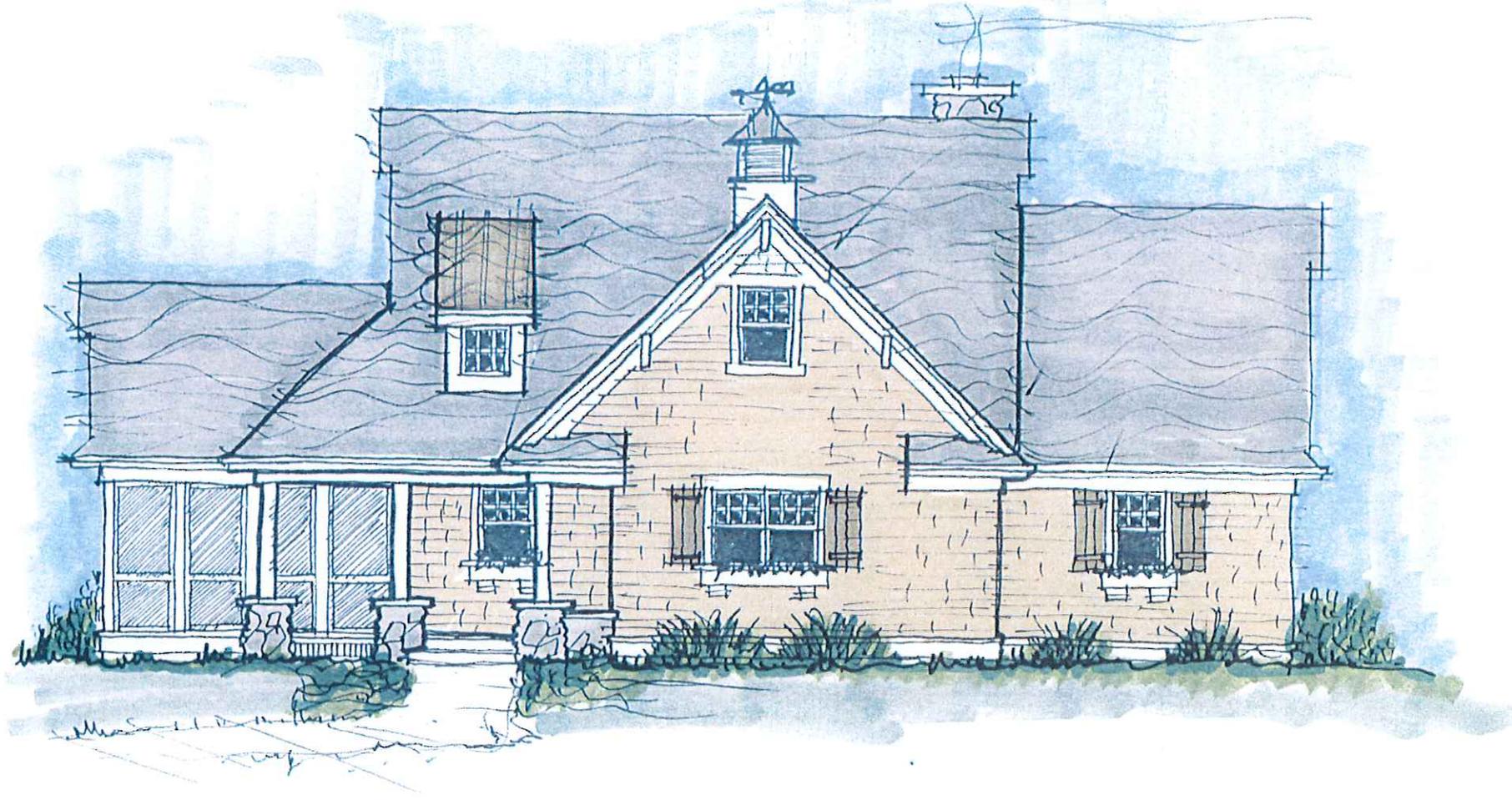


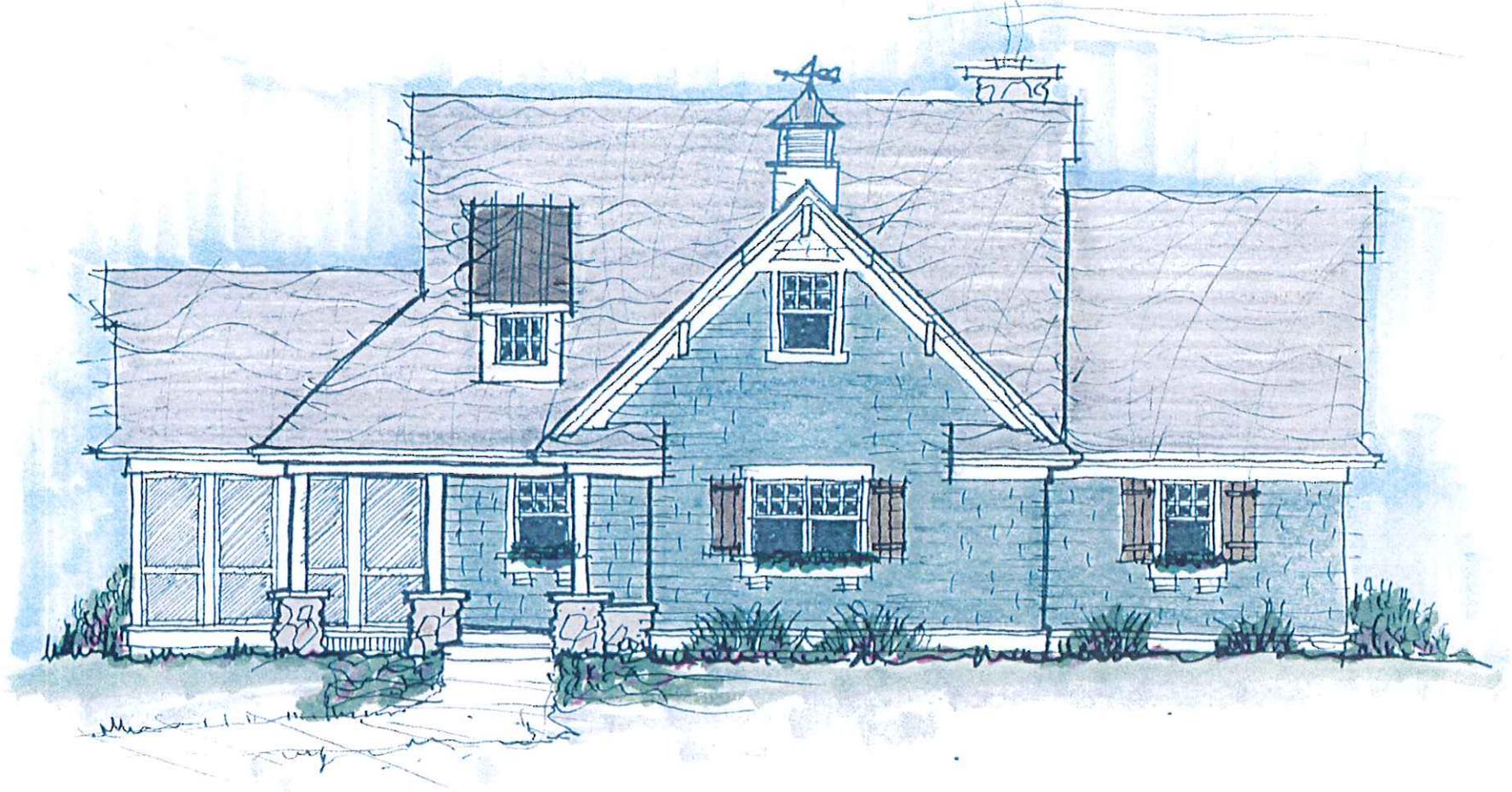
ORIOLE LANE DEVELOPMENT

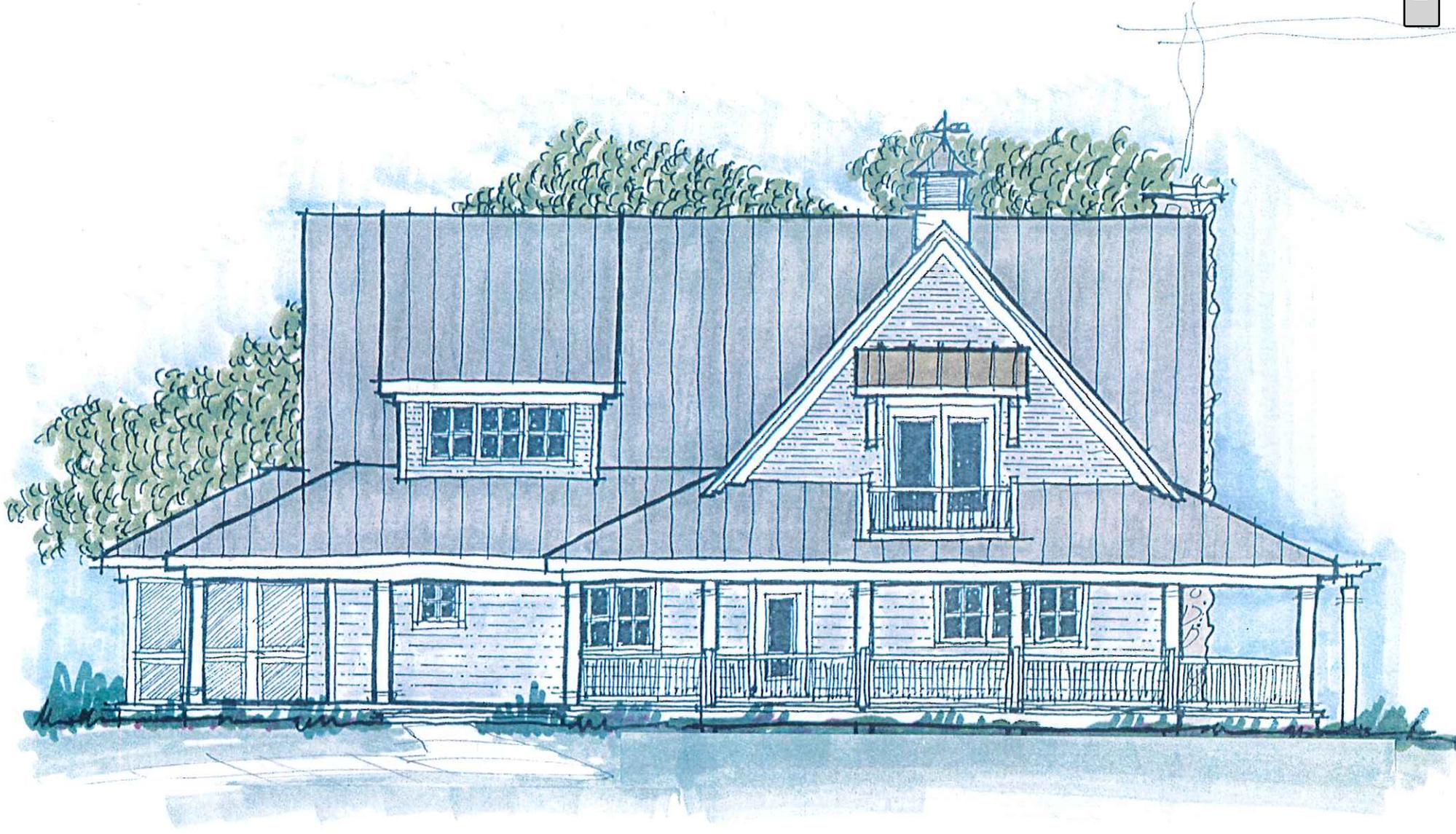




ORIOLE LANE DEVELOPMENT ORIOLE LANE







Resident Feedback

Jac Zader

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

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

Thank You for Your Kind Attentiona

Sent from my iPhone

Jac Zader

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

Gentlemen and Ms. Tollefson,

Since we am unable to attend the Planning Commission meeting on Monday, February 8th, we would like to express our grave concern for the proposed rezoning and development of 12 acres representing the last remaining natural and wetlands area on the east side of Oriole Lane. The development of 9 lots and homes on this parcel would have a significantly negative impact on the natural and wildlife communities in this area. Fox, deer and a huge variety of birds inhabit this area. Destruction of this natural habitat would diminish property values for current home owners for the gain of additional tax revenue.

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

Thank you,
John and Julie Carpenter

Jac Zader

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

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

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

Kimberly Tollefson

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

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

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

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

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

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

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

Robin Buzzell

Subject: Proposed Development on Oriole Lane

From: Rick Frank [<mailto:rick.frank@yahoo.com>]
Sent: Thursday, February 04, 2016 8:37 AM
To: Jac Zader
Cc: Kimberly Tollefson
Subject: Proposed Development on Oriole Lane

Dear Mr. Zader,

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

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

Sincerely,

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

Attachment: Developer Submittal (ORDINANCE 2016-1468 : Rezoning: Lakeside Development Oriole Lane)

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

Attachment: Developer Submittal (ORDINANCE 2016-1468 : Rezoning: Lakeside Development Oriole Lane)

Robin Buzzell

From: Kimberly Tollefson
Sent: Friday, February 05, 2016 12:48 PM
To: Jac Zader; Robin Buzzell
Cc: Mayor
Subject: FW: proposed development

From: Werner RICHHEIMER [<mailto:wrichheimer@gmail.com>]
Sent: Friday, February 05, 2016 12:06 PM
To: Kimberly Tollefson
Subject: proposed development

To members of the planning board:

My wife Carol and I are very concerned about the proposed development of 12 acres representing the last remaining natural and wetlands area on the east side of Oriole Lane just north of Hidden Reserve. We are very much against this development going forward.

Thank you, Werner RICHHEIMER

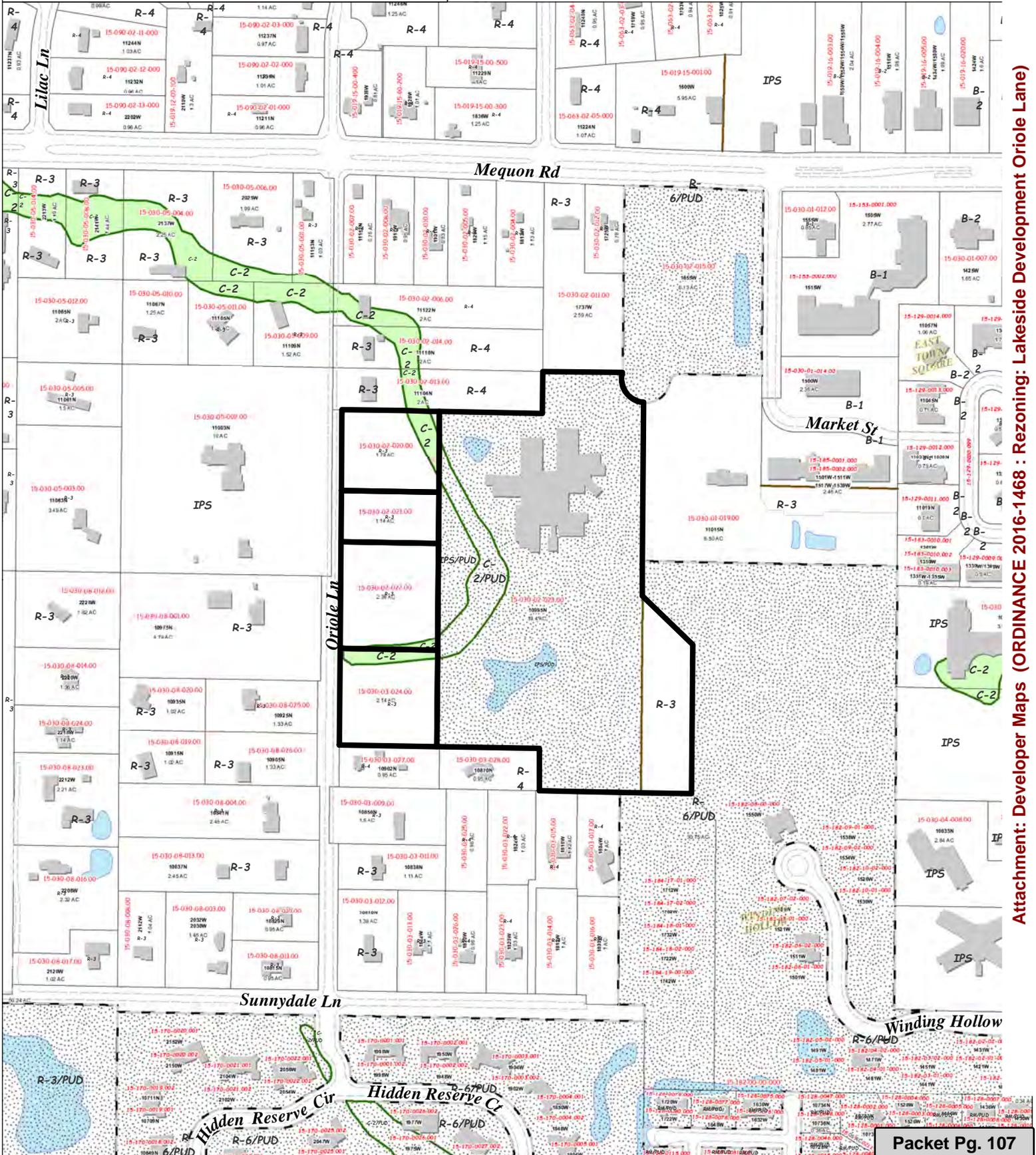
wrichheimer@gmail.com

ITEM #11 - Tom Zabjek for Lakeside Development Company/ Oriole Lane

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

- LTD Limited Use
- OA Agricultural Overlay
- PUD Planned Unit Development
- 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

6.a.d



Attachment: Developer Maps (ORDINANCE 2016-1468 : Rezoning: Lakeside Development Oriole Lane)

ITEM #11 - Tom Zabjek for Lakeside Development Company/Oriole Lane



Attachment: Developer Maps (ORDINANCE 2016-1468 : Rezoning: Lakeside Development Oriole Lane)

ITEM #2 - Tom Zabjec for Lakeside Development Company /Oriole Lane



Attachment: Area Map No.1 (ORDINANCE 2016-1468 : Rezoning: Lakeside Development Oriole Lane)

Lakeside Public Commentary

Jae Zader

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

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

Thank You for Your Kind Attentiona

Sent from my iPhone

Attachment: LakesidePublicCommentary (ORDINANCE 2016-1468 : Rezoning: Lakeside Development Oriole Lane)

Jae Zader

From: Julie Carpenter <carpjulie@wi.rr.com>
Sent: Tuesday, February 02, 2016 5:38 PM
To: Jae 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.

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Thank you,
John and Julie Carpenter

Attachment: LakesidePublicCommentary (ORDINANCE 2016-1468 : Rezoning: Lakeside Development Oriole Lane)

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Sent: Wednesday, February 03, 2016 8:35 AM
To: Jae Zader
Subject: Development on Oriole Lane

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1903 W. Hidden Reserve Road
Mequon, WI 53092

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 10975 N Oriole Lane
 Mequon, WI 53092-4913
 H: 262-242-0788
 M: 414-943-0788

Robin Buzzell

Subject: Proposed Development on Oriole Lane

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Dear Mr. Zader,

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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,

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10632 N Hidden Reserve Circle
Mequon
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Sent: Wednesday, February 03, 2016 4:50 PM
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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

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Robin Buzzell

From: Kimberly Tollefson
Sent: Friday, February 05, 2016 12:48 PM
To: Jac Zader; Robin Buzzell
Cc: Mayor
Subject: FW: proposed development

From: Werner Richheimer [<mailto:wrichheimer@gmail.com>]
Sent: Friday, February 05, 2016 12:06 PM
To: Kimberly Tollefson
Subject: proposed development

To members of the planning board:

My wife Carol and I are very concerned about the proposed development of 12 acres representing the last remaining natural and wetlands area on the east side of Oriole Lane just north of Hidden Reserve. We are very much against this development going forward.

Thank you, Werner Richheimer

wrichheimer@gmail.com

Dear Commissioners:

I cannot attend the Planning Commission meeting on the development proposed for Oriole Lane south of Mequon Road on April 11, so I wanted to make sure I shared my opinion with our local government officials.

I built a home in Huntington Park in 1987 and have watched the carefully planned expansion of the city of Mequon. After a five-year absence from Mequon, I just built another home in The Preserve in Mequon due to the quality of life Mequon offers and the careful residential and commercial planning and balance that is in place here.

Additionally, my daughter, Katie Van Laanen, is the owner of Health In Balance, who is an anchor tenant for the recently completed new development on the corner of Cedarburg and Mequon Road. For this development, we had many problems getting answers from the developer and was almost one year late getting into our space. Therefore, I am speaking from both a homeowners and business perspective. Local involvement in development is critical, that is one of the main reasons I support the Lakeside project, having just recently gone through a very bad one locally in Mequon with another developer.

I want to put my support 100% behind this project as it clearly fits in with the need for more development that is residential and Mequon's vision. I believe the quality housing that will be built by Lakeside Development will keep many empty nesters, who do not want to own traditional side-by-side housing here in Mequon.

We need good smaller single family housing in our area and what lakeside is proposing will, in part, fill that void. This whole project will lead to a significant increase in property value and taxes in our community, which will help greatly current homeowners.

Lastly, I have dealt with Tom Zabjek and Lakeside over the last several years and find them both to be of high integrity, a willingness to do high-end work and be responsive to their customers' needs. In addition, Tom is a resident of Mequon and takes pride in our community, unlike some of developers who to them it is just another project, not something that enhances our community.

I ask all of you to support this project, as it is good for Mequon and our community.

the b you for your service.

est
11965 N Sandhill Circle
Mequon, 53092
414-793-4818

From: Chris Doerr [mailto:doerrcl@passagepartners.com]
Sent: Saturday, April 02, 2016 3:51 PM
To: Jac Zader; Kimberly Tollefson
Subject: Lakeside Development

Dear Commissioners,

I have been a resident of Mequon for over 30 years; I currently live at 3000 W. County Line Road. However, I now spend much of my time outside of the state, and at my age, I no longer need a 6,000 square-foot house. I would like to downsize my residence but with all the amenities, appointments and attention to detail found in my current home. Equally importantly, I would like to stay in Mequon.

The home I currently live in was designed and build by Lakeside Development, as was my previous home, which was on Hidden Lake Road. Because of my prior positive experiences with Lakeside, I would be very interested in having Lakeside design and build a smaller upscale home for me in their proposed Oriole Lane development.

I have known the principles of Lakeside for over 40 years and I am confident they will develop a project in keeping with Mequon's high standards, as they did in the development of Stone Fields, The Preserve at Glen Oaks, Woodland Shores of Grafton and the Enclave in Door County. I would emphasize I have no interest in relocating to a five acre lot in western Mequon which would not be on municipal utilities and lacks the unique character of a conservancy design which is in keeping with market demands for those inclined to prefer a more rural neighborhood...with close proximity to I-43. With that, I strongly support Lakeside Development's proposed development on Oriole Lane.

Thank you!

Chris Doerr

Christopher L. Doerr
Passage Partners, LLC
P.O. Box 210, Grafton, WI 53024
Shipping Address
1341 W. Mequon Rd., Mequon, WI 53092
Phone
Voice: 262.387.1000
Fax: 262.241.0101
E-Mail: doerrcl@passagepartners.com

From: Lisa Lamb [mailto:lisawfbay@gmail.com]
Sent: Friday, April 01, 2016 3:39 PM
To: Kimberly Tollefson; Jac Zader
Subject: Fwd: Lakeside Development / Oriole Lane

Mr. Zader and Ms. Tollefson

Here is a copy of an email we sent to Alderman Hawkins on February 8 expressing our concerns about the proposed rezoning and development of the 12 acres on Oriole Lane directly across from our home. We are sending this to you because we'd like to have it added to the 'Resident Feedback' section of the PCPacket030716 document so it's available for future reference. Going forward, we will be sure to include you on correspondence we send related to this matter.

To reiterate our main concern, we have serious issues with standing water and drainage on our property and are very concerned that additional disruption of the surrounding wetland will only make things worse. That acreage is not suitable for building and should be left alone. Quite honestly, approval should not have been given to build the 4 homes on our drive and our neighbors agree. We invite you to visit our property to see what we're dealing with, why we're currently suing the former owner and brokers for not disclosing our property had wetlands and how even digging a pond did not alleviate the problem.

Thank you,

Lisa Lamb and Jim Locatelli

p.s. I've attached an additional photo that was taken yesterday and yes, those are 3 ducks swimming in our front yard

From: Jim Locatelli [<mailto:jim@locatelllicpa.com>]
Sent: Sunday, April 10, 2016 3:42 PM
To: Kimberly Tollefson; Jac Zader; John Hawkins
Subject: Lakeside Development Oriole Lane Proposal

Good afternoon,

I am a Mequon resident/taxpayer and own a home at 10925 N. Oriole Lane, which is immediately west and across the street from the proposed development. I am strongly opposed to the development for three primary reasons;

- The proposed development is in a significant wetland and swamp area. I purchased my home two years ago and initially viewed and inspected it in February, 2014, during a harsh winter with two feet of snow on the ground. Through deception and lies from the seller and real estate brokers, I was unaware that I was making a \$ 700,000 investment on a 1.33 acre property that contains two wetlands. I am currently in litigation with both parties in an attempt to recover a portion of my losses. Although we have a beautiful home, we essentially are unable to use the land that we purchased because it is almost constantly filled with standing water and saturated soil. Our three dogs cannot go in the front yard and sink in the soft muck of the backyard. Our beautifully landscaped yard is simply a mess and I invite you to take a look for yourselves.

Around 2002, the Mequon Planning Commission approved a proposal from Steven Peterson to develop a 5 acre parcel into a four lot mini-subdivision. Our home was created within this subdivision along with 10905, 10915 and 10935 N. Oriole Lane. Ironically, each of these homes sold within a 16 month period in 2014 and 2015. Each of our current neighbors have young children and complain about the inability of their kids to play on their property, because we all have existing wetlands. Our former neighbors at 10905 N. Oriole Lane purchased their home on 10/05/07 for \$ 857,000 and made substantial improvements to the property. They sold it on 05/14/14 for \$ 750,000, taking a loss of at least \$ 107,000. Our former neighbors at 10935 N. Oriole Lane purchased their home on 06/02/04 for \$ 770,000 and made substantial improvements. They sold it on 05/22/15 for \$ 667,000 and took a loss of at least \$ 103,000. Our former neighbors at 10915 N. Oriole Lane purchased the house on 10/01/12 in very poor condition from the by now bankrupt developer, made significant repairs and improvements to the property and sold it on 01/03/14 for a profit. In my opinion, the Planning Commission at the time made a terrible and costly (to the homeowners) mistake in allowing this 5 acre parcel to be developed.

We are very concerned that the construction of nine homes directly across the street is going to negatively affect the value of our property and negatively affect the water table and increase the standing water on our property. In your February 8, 2016 minutes, Lakeside Development's Mr. Zabjek is quoted as stating that Lakeside units "would be very upscale (\$200 - \$400sq.ft.) unit of around 2,400 – 3,000sq.ft." These numbers equate to homes costing the buyer \$ 480,000 to \$ 1,200,000. Can you forsee anyone wanting to build a million dollar home in a swamp? Seriously!!!

Lakeside's site development plan dated February 1, 2016 includes building roadways and homes over filled in wetlands. I cannot imagine any informed person spending this kind of

money on a home built on a mitigated wetland and accessing their home on roadways that are constructed on mitigated wetlands. This proposal sure sounds like significant future lawsuits just waiting to happen.

- The half mile stretch of Oriole Lane from Mequon Road to Sunnydale Lane is an open roadway without any streetlights, without any road shoulder and possessing steep culverts. It is used by avid walkers, joggers, bicyclists along with many dog walkers. There are no speed impediments to the 25 mile per hour speed limit and cars and trucks regularly roar down this street at 35 to 45 miles per hour. Without any street lights, without any road shoulder, this stretch of Oriole Lane is an accident waiting to happen. During the construction period of nine homes, heavy equipment and trucks are going to significantly add to the current danger. There literally is no place for these vehicles and equipment to park other than on the Oriole Lane roadway. Once completed, these nine homes will add presumably at least eighteen vehicles to the area, which will further compromise resident safety. This development will negatively impact the safety and significantly increase the danger of its residents. Take a drive down Oriole Lane and see for yourself!
- I realize that some of the Planning Commission members may have little or no regard to the buffer that this 10 acre parcel provides from the commercialization of Market Street and Mequon and Port Washington Roads, as well as a sanctuary for wildlife and birds. However, the somewhat rural and eclectic feel of our stretch of Oriole Lane is the reason that many of us made significant investments in our homes. This development would eliminate the buffer and sanctuary, increase roadway danger to the existing residents, potentially increase our current wetland issues and devalue our properties.

I have nothing against Lakeside Development and respect their desire to generate a profit through residential development. However, the proposed property contains too much wetland area and should never be developed. I respectfully ask that you prioritize the interests of your constituents, residents and taxpayers ahead of the interest of a developer. Thank you for your time and consideration.

Sincerely,

Jim Locatelli

James D. Locatelli, CPA
10925 N. Oriole Lane
Mequon, WI 53092
jim@locatellipcpa.com

From: Ellen Leeney
[mailto:eleeney@ameritech.net]
Sent: Monday, April 11, 2016
5:29 PM
To: Kimberly Tollefson; Jac
Zader; John Hawkins
Subject: Oriole Lane Project

Hello all,

We would like to offer some thoughts about the Oriole Lane development project that is on the Planning Commission's agenda tonight.

First of all, we are quite concerned about the water and drainage issues.

We have lived at 10837 N Oriole Lane since 1999 and drive by the area in question daily and have witnessed standing water in the acreage and ditches after rains and especially in the spring when the snow melts.

There has been mention of a retention pond being placed on the acreage, but on our own property we have a large 16 foot deep pond that helps minimally with water issues on our 2.5 acre property.

Over half of our lot is wet and soggy a majority of the year, again especially in the spring.

All the residents on our street have had standing water and drainage issues despite our best attempts to correct the problem.

In order for the condo development to take place, many trees will need to be cleared.

We have noted as have our neighbors that when trees are removed from our heavy clay soil, the standing water is worse.

We recently cleared our treeline of buckthorn and other trees, which now leaves us with standing water for days after a heavy rain.

Standing water and/or a retention pond is a perfect breeding ground for mosquitoes--the last thing you need anywhere but especially by a senior living center and a large children's clinic.

With the senior living center and the CHOW clinic coming soon, it would seem to make sense to leave the acreage with its beautiful trees and wildlife and consider putting in biking/walking paths that could be used by seniors, patients and their families and nearby residents.

We would think that if this development would be built, that living right behind a large medical clinic building would not be desirable for buyers anyway.

Oriole Lane is a busy street for walkers and bicyclists but without adequate shoulders or sidewalks.

More traffic which is what we would get with this development is not what our street needs.

Again, biking and walking paths would be a great use for the acreage in question.

There are so many other open areas/lots in Mequon that could be used for nine single family condos.

We just don't see the need to put them on the Wetland acreage west of Sarah Chudnow when there are so many other options.

Respectfully,
Ellen Leeney and John Yang

To: Members of the City of Mequon Planning Commission Board

Here are just some of our concerns with the Lakeside Development/Oriole Lane development project. We sincerely hope that you will take them into consideration when you vote on whether or not to approve this development.

1) There is a long history of issues with standing water and drainage on and around the proposed site. The vast majority of the acreage is heavily wooded Wetland with standing water throughout most of the year. Virtually all of the surrounding properties experience notable issues with standing water and/or drainage.

We are very concerned that removal of the Wetland trees that currently soak up unknown quantities of water will result in even more standing water and problems with drainage.

The standing water is a result of the dense clay content of the soil. Nothing will change that, and any water that's displaced as a result of this development will have to go somewhere.

We are also very concerned that reshaping and filling the Wetlands will only worsen the problems with water, and there's no way to know how much digging another retention pond will actually help.

2) This acreage is the single remaining natural resource between our homes and the rapidly encroaching commercial development taking place on/near Market Street and Mequon Road. That's not to mention the mention the enormous Children's Hospital currently under construction.

We chose our homes because we value the rural feel of the area and want that to be preserved.

3) We are concerned of what impact this development would have on the existing water/sewer system. We are also worried about the road and properties that will be torn up in order to access the public water supply on the west side of Oriole Lane that's required for this development.

4) We are concerned about the increased traffic this development would bring and how it would affect our safety and quality of life. Likewise, we are concerned about our safety and quality of life during the lengthy construction period.

We have many dog walkers and bicyclists who enjoy using Oriole Lane. The road is narrow with no sidewalks or streetlights. There are steep ditches on either side that are often filled with water. As a result, pedestrians walk in the road.

The stretch of road between Mequon and Sunnydale has no stop signs. Because of that, drivers often exceed the speed limit, and drivers from outside the area use it as a short cut to avoid the light at Mequon and Range Line. Adding these homes would significantly add to the number of cars on Oriole Lane.

There is a bus stop and a church with a daycare across from the entrance of the proposed development. We believe this would present additional safety hazards, especially during the construction period.

5) This acreage is a safe haven, migratory rest stop and home for water fowl, deer, fox and many other mammals and birds. We feel that destroying their natural habitat is wrong.

Petition Against the proposed development on Oriole Lane by Lakeside Development Company

Lakeside Development Co. is seeking approval to develop the Wetland acreage located just south of 11104 N Oriole Lane into a residential area with 9 single family condominium homes.

While we recognize Lakeside's claim there may be a need for this type of housing, we firmly believe there are far better options available other than trying to make the Wetland acreage on Oriole Lane a workable solution.

Therefore, we the undersigned residents, living near the proposed building site, believe the development will have a negative impact for numerous reasons and are therefore **OPPOSED** to this development. We respectfully ask that our concerns and opposition be recognized by the members of the Mequon Planning Commission so they will **VOTE NO** to the development of this acreage.

Printed Name	Signature	Address	Date	Email (optional)	Comments (optional)
MARION NEBEL	<i>Marion A. Nebel</i>	11065 N Oriole	4/10/16	marionnebel@gmail.com	see attached note

I have lived on Oriole lane for 60 years. At that time there were 6 houses on all of Oriole Lane. One of those homes was moved to Grafton or Cedarburg because of the wet-land. Thank you, Lisa for doing something about this. Marion.

Printed Name	Signature	Address	Date	Email (optional)	Comments (optional)
LISA GEROLD	<i>[Signature]</i>	11067 N Oriole	4/10/16		
ADAM SELD	<i>[Signature]</i>	11067 N Oriole (Map)	4/10/16		

Therefore, we the undersigned residents, living near the proposed building site, believe the development will have a negative impact for numerous reasons and are therefore **OPPOSED** to this development. We respectfully ask that our concerns and opposition be recognized by the members of the Mequon Planning Commission so they will **VOTE NO** to the development of this acreage.

Printed Name	Signature	Address	Date	Email (optional)	Comments (optional)
Ellen Leoney and John Yang	<i>[Signature]</i>	10837 W Oriole Lane (residents since 1999)	4/10/16	eleeney@ameritech.net	See my email

Attachment: LakesidePublicCommentary (ORDINANCE 2016-1468 : Rezoning: Lakeside Development Oriole Lane)

Petition Against the proposed development on Oriole Lane by Lakeside Development Company

Lakeside Development Co. is seeking approval to develop the Wetland acreage located just south of 11104 N Oriole Lane into a residential area with 9 single family condominium homes.

While we recognize Lakeside's claim there may be a need for this type of housing, we firmly believe there are far better options available other than trying to make the Wetland acreage on Oriole Lane a workable solution.

Therefore, we the undersigned residents, living near the proposed building site, believe the development will have a negative impact for numerous reasons and are therefore **OPPOSED** to this development. We respectfully ask that our concerns and opposition be recognized by the members of the Mequon Planning Commission so they will **VOTE NO** to the development of this acreage.

Printed Name	Signature	Address	Date	Email (optional)	Comments (optional)
Richard Taylor		1804 W. Sunnydale Lane	4/11/16		
Kim Temkin Taylor		1804 W. Sunnydale Ln.	4/11/16		

Printed Name	Signature	Address	Date	Email (optional)	Comments (optional)
Arlene Kurzer		1104 N. Oriole Lane	4/11/16	Arlene.Kurzer@willer.com	

I have also written to the members of the Planning Commission

Commission so they will **VOTE NO** to the development of this acreage.

Printed Name	Signature	Address	Date	Email (optional)	Comments (optional)
OSCAR DORTIZ		10905 N Oriole LN	4-11-16		
Sara Flect		10905 N Oriole Ln Mequon	4-11-16	SaraFlect@hotmail.com	

Printed Name	Signature	Address	Date	Email (optional)	Comments (optional)
James D. ...		10925 N. Oriole Lane	4/10/16	Jim@... .com	

Attachment: LakesidePublicCommentary (ORDINANCE 2016-1468 : Rezoning: Lakeside Development Oriole Lane)

Petition Against the proposed development on Oriole Lane by Lakeside Development Company

Lakeside Development Co. is seeking approval to develop the Wetland acreage located just south of 11104 N Oriole Lane into a residential area with 9 single family condominium homes.

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Printed Name	Signature	Address	Date	Email (optional)	Comments (optional)
FREDENTHAL	<i>[Signature]</i>	11110 N. Oriole Lane	4/10/16		✓ ABOVE
FREDENTHAL	<i>[Signature]</i>	11110 N ORIOLE LN	4/11/16		

Printed Name	Signature	Address	Date	Email (optional)	Comments (optional)
Tom W Zielkowski	<i>[Signature]</i>	10810 N. Oriole Ln	4-11-16		

Printed Name	Signature	Address	Date	Email (optional)	Comments (optional)
Judy Parrish	<i>[Signature]</i>	1824 W. Sunnydale Ln	4/11/16	Judyth eve 80@gmail.com	thanks for your leadership, Lisa!

Petition Against the proposed development on Oriole Lane by Lakeside Development Company

Lakeside Development Co. is seeking approval to develop the Wetland acreage located just south of 11104 N Oriole Lane into a residential area with 9 single family condominium homes.

While we recognize Lakeside's claim there may be a need for this type of housing, we firmly believe there are far better options available other than trying to make the Wetland acreage on Oriole Lane a workable solution.

Therefore, we the undersigned residents, living near the proposed building site, believe the development will have a negative impact for numerous reasons and are therefore **OPPOSED** to this development. We respectfully ask that our concerns and opposition be recognized by the members of the Mequon Planning Commission so they will **VOTE NO** to the development of this acreage.

Printed Name	Signature	Address	Date	Email (optional)	Comments (optional)
Lee OSten	<i>Lee OSten</i>	11105 N. Oriole Lane			
Rebecca OSten	<i>Rebecca OSten</i>	11105 N. Oriole Lane	4/10/16		
			4/10/16		

Commission so they will **VOTE NO** to the development of this acreage.

Printed Name	Signature	Address	Date	Email (optional)	Comments (optional)
Mary Ann Byrne	<i>Mary Ann Byrne</i>	10815 N. Oriole Ln	4-10-16		

Commission so they will **VOTE NO** to the development of this acreage.

Printed Name	Signature	Address	Date	Email (optional)	Comments (optional)
Lisa Lamb	<i>Lisa Lamb</i>	10925 N Oriole Ln	4/11/16		

Attachment: LakesidePublicCommentary (ORDINANCE 2016-1468 : Rezoning: Lakeside Development Oriole Lane)

KENNETH J. ZGANJAR, D.D.S.

MEMBER

General Dentistry for Children and Adults
414) 355-3202 Fax (414) 355-3802
Greenbrook Professional Building
6051 W. Brown Deer Road, Brown Deer, WI 53223

American Dental Association
Greater Milwaukee Dental Association
Wisconsin Dental Association

April 25, 2016

City of Mequon
Mayor Dan Abendroth
11333 N. Cedarburg Road
Mequon, WI 53092

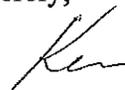
Dear Mayor Abendroth,

I am writing to show my support for Lakeside Development Company's proposed project, The Grove.

I believe Lakeside's proposed project would greatly benefit the community and provide housing that will fill a need and keep current residents in Mequon instead of moving outside the city.

Thank you for your consideration.

Sincerely,



Kenneth J. Zganjar, D.D.S.

KJZ/seb



RECEIVED
MAY 02 2016
CITY ADMINISTRATOR
MEQUON, WISCONSIN

Attachment: LakesidePublicCommentary (ORDINANCE 2016-1468 : Rezoning: Lakeside Development Oriole Lane)

April 26, 2016

City of Mequon
Mequon Planning Commission
Mayor Dan Abendroth
Alderman Pam Adams
11333 N. Cedarburg Road
Mequon, WI 53092

Dear Mayor Abendroth and Alderman Adams,

My wife and I have lived in our home in Mequon for almost 20 years. Lakeside Development built it. They also did a remodel in 2007 and an addition in 2011. We have been very happy with our home but our children have moved on with their lives and we are in the process of downsizing.

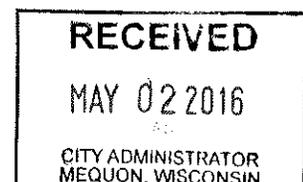
Last year we purchased a condominium in downtown Milwaukee. We would have preferred to stay in Mequon but we could not find a property that met our needs. The Lakeside development on Oriole Lane would have been of interest but didn't exist and still doesn't. If this project is approved it will add to the tax base and help to retain residents like us. It may even draw new residents to the city of Mequon.

While this project is too late for us it should receive approval from the Common Council.

Sincerely,



Greg Bultman
10601 N. Wood Crest Ct
Mequon, WI 53092



April 19, 2015

City of Mequon
Mequon Planning Commission
Mayor Dan Abendroth
Alderman Pam Adams
11333 N. Cedarburg Road
Mequon, WI 53092

Dear Mayor Abendroth and Alderman Adams,

My husband and I want to stay in Mequon and are considering a smaller, well-built home. The proposed project, The Grove, by Lakeside appears to be just what we are looking for.

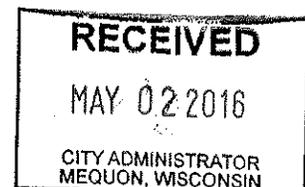
It will also provide additional housing and increase Mequon's tax base. Both of these are positive for our city.

We are in favor of the new development being presented by Lakeside and ask for your support as we are lending ours to this great project.

Regards,



Laura Epstein



April 19, 2015

City of Mequon
 Mequon Planning Commission
 Mayor Dan Abendroth
 Alderman Andrew Nerbun, Common Council President
 11333 N. Cedarburg Road
 Mequon, WI 53092

Dear Mayor Abendroth and Alderman Nerbun,

This letter is a testimony in support of Lakeside Development Company's proposed project The Grove.

Lakeside's proposed project, in my opinion, would provide beneficial opportunities for this community by implementing newer housing, which in return would fill a need that this city is looking for; current residents who are looking to move will also be able to have the opportunity to stay in Mequon rather than look elsewhere for establishing a new residence.

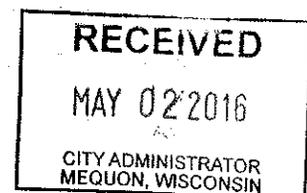
My affiliation with Lakeside Development has been for over 25 years. I would do nothing but give my full support and utmost confidence for their proposed project The Grove.

Thank you kindly for your attention to this proposal.

Sincerely,



Christopher L. Doerr





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: April 12, 2016
SUBJECT: An Ordinance Amending a Planned Unit Development (PUD) approval for the Sarah Chudnow Campus Located at 10995 N. Market Street Reducing 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, and the Common Council will take action on this amendment in concert with the action associated with the Ordinance amendment by Lakeside Development for a 10 acre property located immediately south of 11104 Oriole Lane.

Planning Commission Recommendation on February 8, 2016

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

Action on this item was tabled by the Planning Commission because it was requested the developer of the Lakeside Development project evaluate the environmental conditions present at the 10 acre property located immediately south of 11104 Oriole Lane.

Planning Commission Recommendation on April 11, 2016

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

Attachments:

Memo re Sarah Chudnow Rezoning Protest Petition (PDF)

Developer Submittal (PDF)

Area Map No.1 (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2016-1467

An Ordinance Amending a Planned Unit Development (PUD) approval for the Sarah Chudnow Campus Located at 10995 N. Market Street Reducing the Overall Site Acreage from 19.4 to 16.9 Acres

SECTION I:

Following recommendation of the Planning Commission on the 11th day of April, 2016, and after due notice and hearing by the Common Council of the City of Mequon on the 10th day of May, 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: May 10, 2016

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 10, 2016.

William H. Jones, Jr., City Clerk

Published: _____

MEMORANDUM

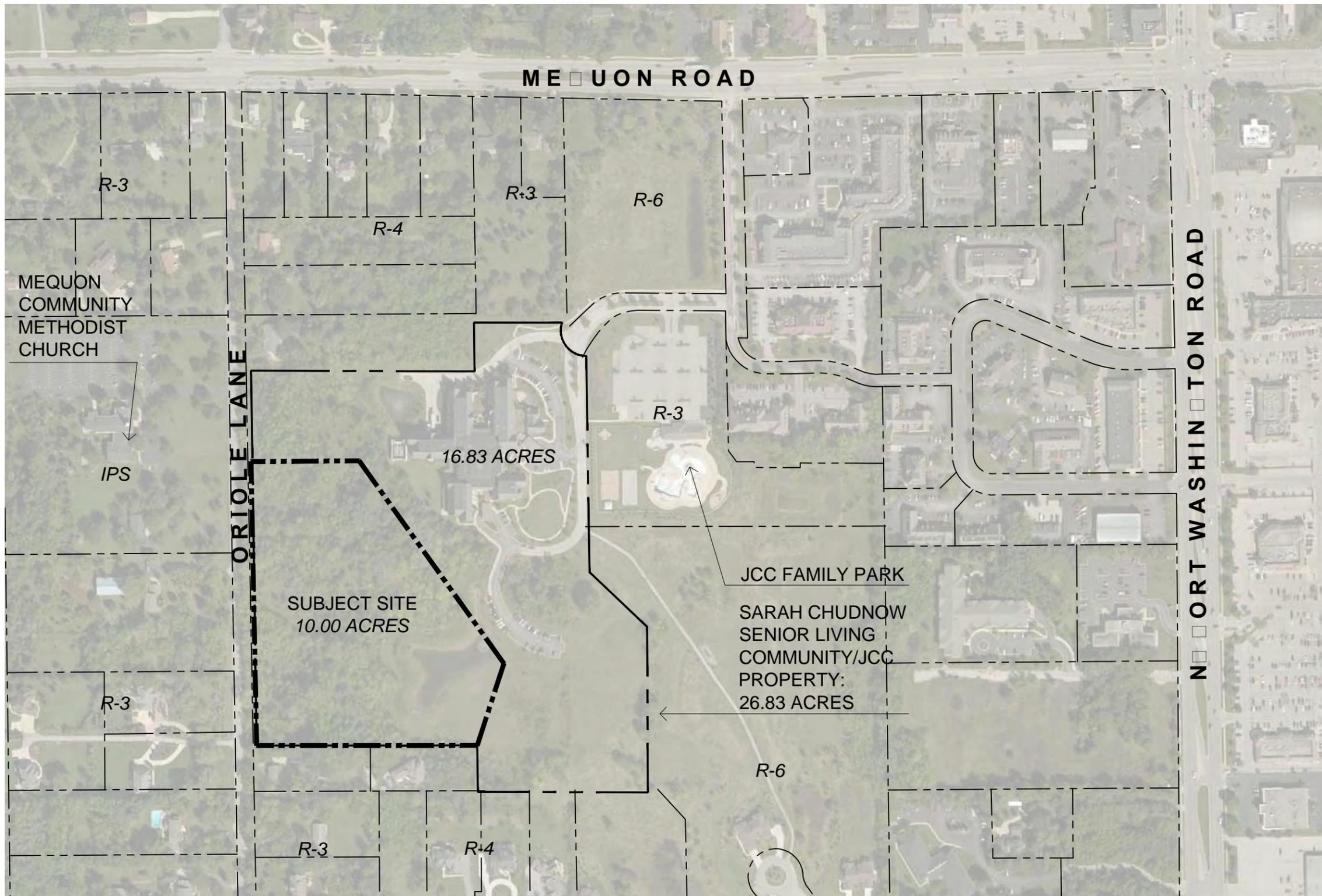
To: Mayor and Common Council
 From: Brian C. Sajdak, City Attorney
 Date: May 5, 2016
 Re: Protest Petitions concerning Rezoning/Amendment of the Sarah Chudnow PUD
 (10995 N. Market St)

As you may be aware, a protest petition has been filed with respect to the rezoning application for the Sarah Chudnow PUD on Market Street. Protest petitions are governed by Wisconsin Statute. Specifically, Wis. Stat. § 62.23(7)(d)2m.a. provides:

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

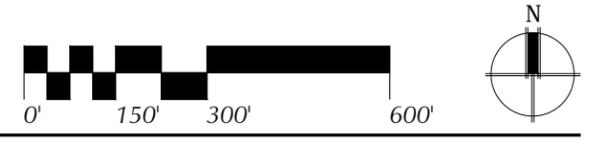
(Emphasis added). Thus, if a valid petition has been filed, any rezoning will require a three-fourths majority vote in order to become effective.

In the present case, our office has reviewed the protest petition filed with respect to the rezoning application necessary for this development. Following that review, we have determined that the protest petition does not meet the requirements of the statute. The two adjacent property owners that have filed a protest petition do not own 20% of the total area adjacent to the rezoned lands as that term is defined by statute. Accordingly, a simple majority vote would be sufficient to adopt the rezoning (PUD amendment) in this situation.



ORIOLE LANE DEVELOPMENT: Aerial Context Plan

Mequon, Wisconsin



February 01, 2016



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

L-2

**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., ¾-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: _____

Attachment: Developer Submittal (ORDINANCE 2016-1467 : PUD Amendment Sarah Chudnow)

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 Thyres, Acting City Clerk

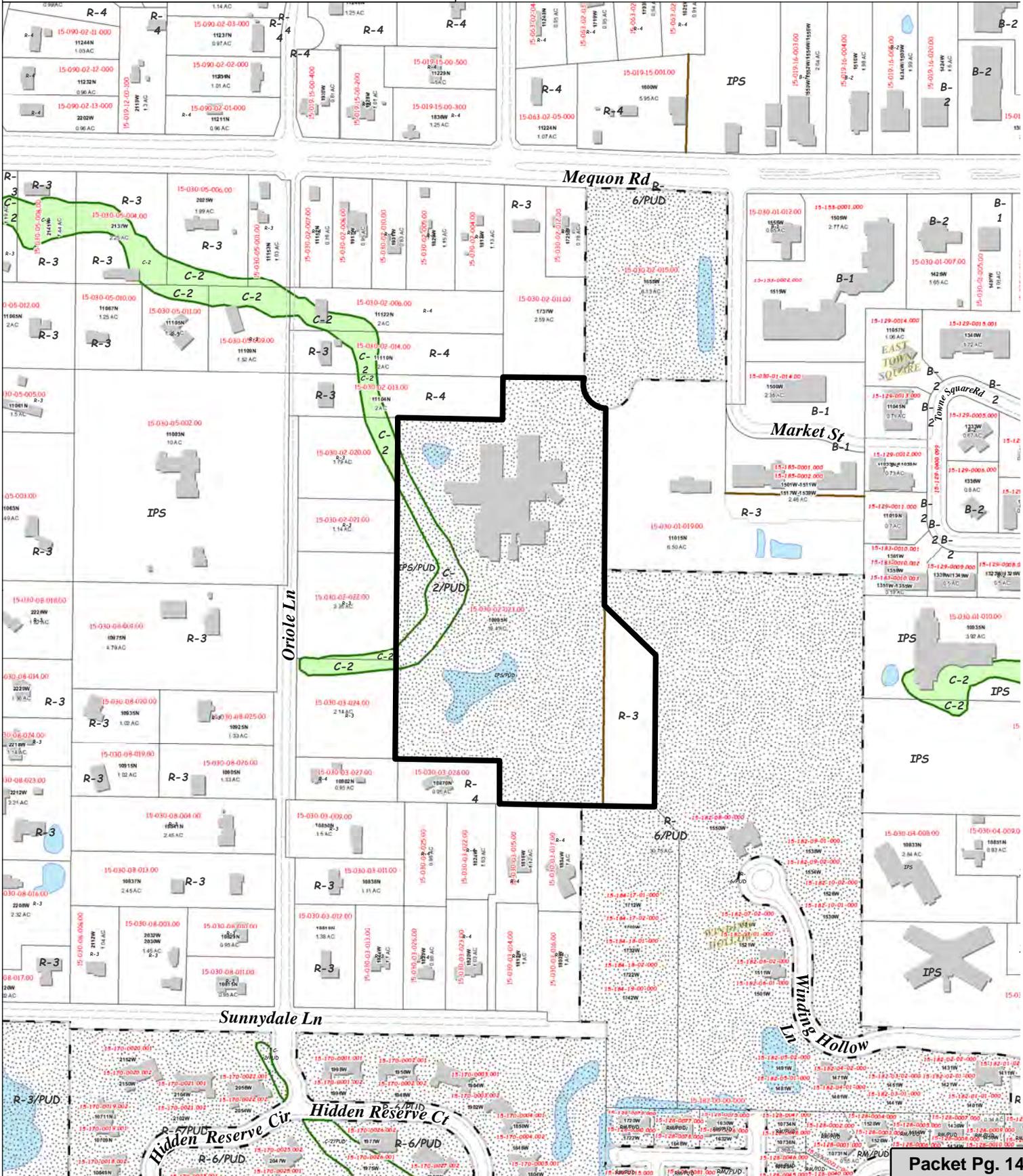
Published: November 6, 2014

ITEM #12 - Sarah Chudnow

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

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

6.b.c



Attachment: Area Map No.1 (ORDINANCE 2016-1467 : PUD Amendment Sarah Chudnow)

ITEM #12 - Sarah Chudnow



Attachment: Area Map No.1 (ORDINANCE 2016-1467 : PUD Amendment Sarah Chudnow)



11333 N. Cedarburg Rd
 Mequon, WI 53092-1930
 Phone: 262-236-2941
 Fax: 262/242-9655

www.ci.mequon.wi.us

Office of Administration

TO: Common Council
FROM: William Jones, City Administrator
DATE: May 2, 2016
SUBJECT: An Ordinance Amending Section 2-204 of the Mequon Municipal Code as it Relates to Identifying and Defining Department Heads

Background

Traditionally, the City Administrator has filled the statutory role of municipal clerk within Mequon. The Administrator is supported in carrying out the City Clerk's duties (elections, licensing, maintaining official records, voter registration, etc.) by dedicated staff that comprise the City Clerk's Office, including a full-time Deputy City Clerk, a full-time secretary, a part-time secretary and a seasonal elections assistant. Staff within the City Clerk's Office, including the City Administrator, is required to undergo mandatory training each year in order to maintain certifications that are necessary to perform many of the Office's functions. In practical terms, the City Administrator has little involvement in administering the day-to-day functions of the Office, other than attesting to the execution of various ordinances, resolutions and agreements approved by the Common Council, and other documents requiring signature by the City Clerk.

Analysis

In recent years, as additional mandates and responsibilities have been placed upon local governments, many municipalities have chosen to designate an individual other than the Chief Administrative Officer to serve as the official City or Village Clerk. Most recently, the State of Wisconsin approved legislation requiring a municipal clerk who receives a request for an absentee ballot to respond to such a request no later than one day after receiving such a request. Under the current arrangement in Mequon, these requests are frequently sent to the City Administrator, who then forwards them to the Deputy City Clerk for prompt follow-up. This arrangement is inherently inefficient, and City staff recommends that the Deputy City Clerk be appointed to the position of City Clerk, as part of an effort to eliminate redundancy and improve organizational efficiency.

Locally, most neighboring communities have appointed an employee other than the City Administrator or Manager to serve as City or Village Clerk. Area communities where such a separation of duties exists include: Bayside, Brown Deer, Cedarburg, Fox Point, Germantown, Grafton, Port Washington and Whitefish Bay.

Fiscal Impact

Presently, the Deputy City Clerk position is classified at Grade 12 within the City's Pay Plan, with an authorized salary range of \$59,894 - \$81,032. Based on a recent survey of 20 comparable municipalities, the mean salary range for the position of City Clerk is \$68,555 - \$88,779. Accordingly, it is recommended that the newly proposed position of City Clerk be adjusted to Salary Grade 13 (\$64,685 - \$87,515) within the City's Pay Plan. Further, it is recommended that the current Deputy City Clerk's salary be adjusted to a corresponding position within Pay Grade 13, resulting in a net annualized adjustment of \$5,397.

Recommendation

Adoption of the Proposed Ordinance

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2016-1471

An Ordinance Amending Section 2-204 of the Mequon Municipal Code as it Relates to
Identifying and Defining Department Heads

WHEREAS, the Common Council of the City of Mequon previously adopted section 2-204 of the Mequon Municipal Code which defines and identifies department heads in the City; and

WHEREAS, in light of the Clerk-Administrator combined appointment, the Deputy City Clerk was identified as the department head for the City Clerk's Office; and

WHEREAS, upon the recommendation of the City Administrator, the Common Council has decided to end the practice of a combined Clerk-Administrator appointment thereby making the City Clerk the head of the Clerk's Office;

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

SECTION I

The definition of "department head" in section 2-204 is hereby amended to read as follows (NOTE: Added text is underlined; Deleted text is ~~struck through~~):

Department head means an employee who is responsible for the operation of a city department and includes: city administrator, chief of police, fire chief, city assessor, director of community development, director of public works/city engineer, director of parks and operations, director of finance/treasurer, assistant city administrator and ~~deputy~~-city clerk.

SECTION II

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 III

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

SECTION IV

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

Approved by: Dan Abendroth, Mayor

Date Approved: May 10, 2016

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 10, 2016.

William H. Jones, Jr., City Clerk

Published: _____



11333 N. Cedarburg Rd
 Mequon, WI 53092-1930
 Phone: 262-236-8145
 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: May 10, 2016
SUBJECT: A Resolution Awarding the 2016 GSB-88 Bituminous Seal Contract to Fahrner Asphalt Sealers, LLC, Kaukauna, WI, in the Amount of \$266,030

Background

At its March meeting, the Public Works Committee authorized staff to advertise the 2016 Annual Road Program for bids. Staff advertised for 22.4 miles of GSB-88 Bituminous Pavement Sealing at an estimated cost of \$306,000 in its base bid. GSB-88 Bituminous Seal is a black bituminous sealer which looks similar to an asphalt driveway seal. GSB-88 rejuvenates asphalt pavements by reintroducing oils and resins lost to UV rays, oxidization, temperature swings and precipitation. These environmental factors accelerate the aging process on untreated pavement causing significant damage over time. The City typically utilizes this type of seal on roads in good condition to extend the life of the pavement approximately five years. Staff included as additive bids city streets that were seal coated last year so that the City would have the option of re-sealing these streets with GSB-88 bituminous sealer. A street list and a map of the streets included in this contract are attached.

Analysis

The City received 3 bids for the 2016 GSB-88 Bituminous Seal contract with the low base bid of \$266,030 from Fahrner Asphalt Sealers, LLC, Kaukauna, Wisconsin. The low bid is approximately 13% less than the estimate. Staff believes this is due to the increased quantity of work included in the bid, and competition from an additional bidder this year. Fahrner Asphalt Sealers has performed acceptable work of this type for the City in the past. Work on this contract can start as soon as the contracts are fully executed. The completion date for this work is August 31st, 2016. The bid summary is attached.

Fiscal Impact

There is adequate funding available in the Annual Road Program account to award this project.

Recommendation

Staff recommends awarding only the base bid portion of this contract at this time as staff is working with last year's seal coat contractor to remedy the seal coat failures under the warranty for that work. If staff would recommend at a later date to re-seal the additive item streets with

GSB-88, a change order can be issued to this contract. It is staff's recommendation that the Public Works Committee favorably endorse, and the Common Council approve the attached resolution awarding the 2016 GSB-88 Bituminous Seal contract to Fahrner Asphalt Sealers, LLC, Kaukauna, Wisconsin, for the base bid amount of \$266,030.

Attachments:

GSB-88 Street List (PDF)

GSB-88 Location Map (PDF)

GSB-88 Bid Summary (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3373

A Resolution Awarding the 2016 GSB-88 Bituminous Seal Contract to Fahrner Asphalt Sealers, LLC, Kaukauna, WI, in the Amount of \$266,030

WHEREAS, the City of Mequon Department of Engineering has advertised and received bids for the 2016 GSB-88 Bituminous Seal contract; and

WHEREAS, staff has reviewed the various bids and contractor qualifications for the contracts; 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, the Committee on Public Works at its meeting on May 10, 2016 agreed with the staff recommendations for the following:

2016 GSB-88 Bituminous Seal Contract - Fahrner Asphalt Sealers, LLC - \$266,030.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Mequon that the above Contract, as recommended by the Public Works Committee, be accepted and that the proper City officials be authorized to sign the appropriate contract documents.

Adequate funds for this contract are available from the following sources:

Capital Project - 0410, Project: Local Road Program - 10001

Approved by: Dan Abendroth, Mayor

Date Approved: May 10, 2016

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 10, 2016.

William H. Jones, Jr., City Clerk

2016 GSB-88 BITUMINOUS SEAL – BASE BID STREETS

STREET	FROM	TO
Bonniwell Road 136N	Granville Road 107W	Wauwatosa Road 76W
Bonniwell Road 136N	Wauwatosa Road 76W	Cedarburg Road 62W
Bonniwell Road 136N	Wisconsin Central LTD Railroad 61W	Green Bay Road 50W
Riverland Road 35W	Bonniwell Road 136N	Pioneer Road 144N
Freistadt Road 120N	Wauwatosa Road 76W	Pigeon Creek Bridge 68W
Freistadt Road 120N	Pigeon Creek Bridge 68W	Village of Thiensville – village limits 65W
Port Washington Lane 13W	County Line Road 96N	Port Washington Road 100N
Fox Hollow Road	Highland Road	Cul-de-sac
Cobblestone Court	Highland Road	Cul-de-sac
River Drive	Riverland Road	Highland Drive
Highland Drive	River Drive	Cul-de-sac
Silver Fox Drive	Green Bay Road	Green Bay Road
Hawks Glen Drive	Highland Road	Hawks Glen Court
Hawks Glen Court	Hawks Glen Drive	Cul-de-sac
Hawks Glen Circle	Hawks Glen Drive	Cul-de-sac
West Shoreland Drive	Highland Road	Cul-de-sac
Fleur De Lis Drive	Marseilles Drive	Collette Court
Montpellier Lane	Marseilles Drive	End
Marseilles drive	River Road	Sherbrooke Drive
Sherbrooke Drive	Saint Anne Lane	Marseilles Drive
Saint Anne Lane	Marseilles Drive	Sherbrooke Drive
Saint Anne Court	Sherbrooke Drive	Cul-de-sac
Woodland Drive	Ville Du Parc Drive	Yvonne Drive
Ville Du Parc Drive	Fieldwood Road	Woodland Drive
Concord Creek Drive	Mequon Road	Oakview Court
Oakview Court	Concord Creek Drive	Creekside Court
Creekside Court	Concord Creek Drive	Cul-de-sac
River Birch Drive	Mequon Road	Concord Creek Drive
River Birch Drive	Concord Creek Drive	Cul-de-sac
Heron Pond Drive	Wauwatosa Road	Cul-de-sac
Kathleen Lane	Cedarburg Road	Cul-de-sac
Westfield Road	Cedarburg Road	End
Meadow Lane	Westfield Road	End
Cassel Lane	Saddlebrook Lane	End
Bridalpath Court	Saddlebrook Lane	Cul-de-sac
Saddlebrook Circle	Saddlebrook Lane	Saddlebrook Lane

Attachment: GSB-88 Street List (RESOLUTION 3373 : GSB-88 Project Award)

STREET	FROM	TO
Saddlebrook Lane	Pioneer Road	Cul-de-sac
Riverland Court	Mequon Road	Around Court
Adams Court	Charter Mall	Around Court
Bancroft Court	Charter Mall	Around Court
Cumberland Court	Charter Mall	Around Court
Dickinson Court	Charter Mall	Around Court
Franklin Court	Charter Mall	Around Court
Gettysburg Court	Charter Mall	Around Court
Holmes Court	Charter Mall	Around Court
Kirkland Court	Charter Mall	Around Court
Lee Court	Charter Mall	Around Court
Merrimac Court	Charter Mall	Around Court
Norfolk Court	Charter Mall	Around Court
Quincy Court	Charter Mall	Around Court
Raleigh Court	Charter Mall	Around Court
Savannah Court	Charter Mall	Around Court
Brookdale Drive	Zedler Lane	End
Zedler Lane	Grasslyn Road	Port Washington Lane
Clover Lane	Grasslyn Road	Brookdale Drive
Sunnycrest Drive	Zedler Lane	Donges Bay Road
Greenview Drive	Zedler Lane	Donges Bay Road
Grasslyn Road	Zedler Lane	Donges Bay Road
Grasslyn Road	Fiesta Lane	Zedler Lane
Valley Hill Drive	County Line Road	Lamplighter Lane
Lamplighter Lane	Valley Hill Drive	Valley Hill Drive
Lamplighter Lane (N)	Lamplighter Lane	Valley Hill Drive
Sunset Lane	County Line Road	Lamplighter Lane
Hilltop Lane	Sunset Lane	Cul-de-sac
Courtland Drive	County Line Road	Cul-de-sac
Russet Lane	Courtland Drive	McIntosh Lane
McIntosh Lane	Russet Lane	Courtland Drive
Auburn Court	Courtland Drive	Cul-de-sac
Thornapple Lane	Zedler Lane	Otto Road
Appletree Court	Thornapple Lane	Cul-de-sac
Deer Run Lane	Thornapple Lane	Cul-de-sac

2016 GSB-88 BITUMINOUS SEAL – ADDITIVE BID STREETS

STREET	FROM	TO
Donges Bay Road 104N	River Road 43W	Range Line Road 27W
Donges Bay Road 104N	Range Line Road 27W	Grasslyn Road 20W
Donges Bay Road 104N	Grasslyn Road 20W	Port Washington Road 13W
Shady Lane	Lake Shore Drive	Cul-de-sac
Hemlock Lane	Lake Shore Drive	Birchwood Lane
Birchwood Lane	North Cul-de-sac	South Cul-de-sac
Northwood Lane	Bonniwell Road	Bonness Lane
Bonness Lane	Northwood Lane	Lakewood Drive
Lakewood Drive	Bonniwell Road	South Cul-de-sac

Attachment: GSB-88 Street List (RESOLUTION 3373 : GSB-88 Project Award)

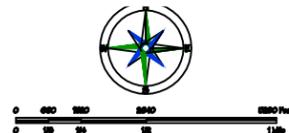


18000 N. Cedarburg Road 6007
Mequon, Wisconsin 53092
(262) 546-9100

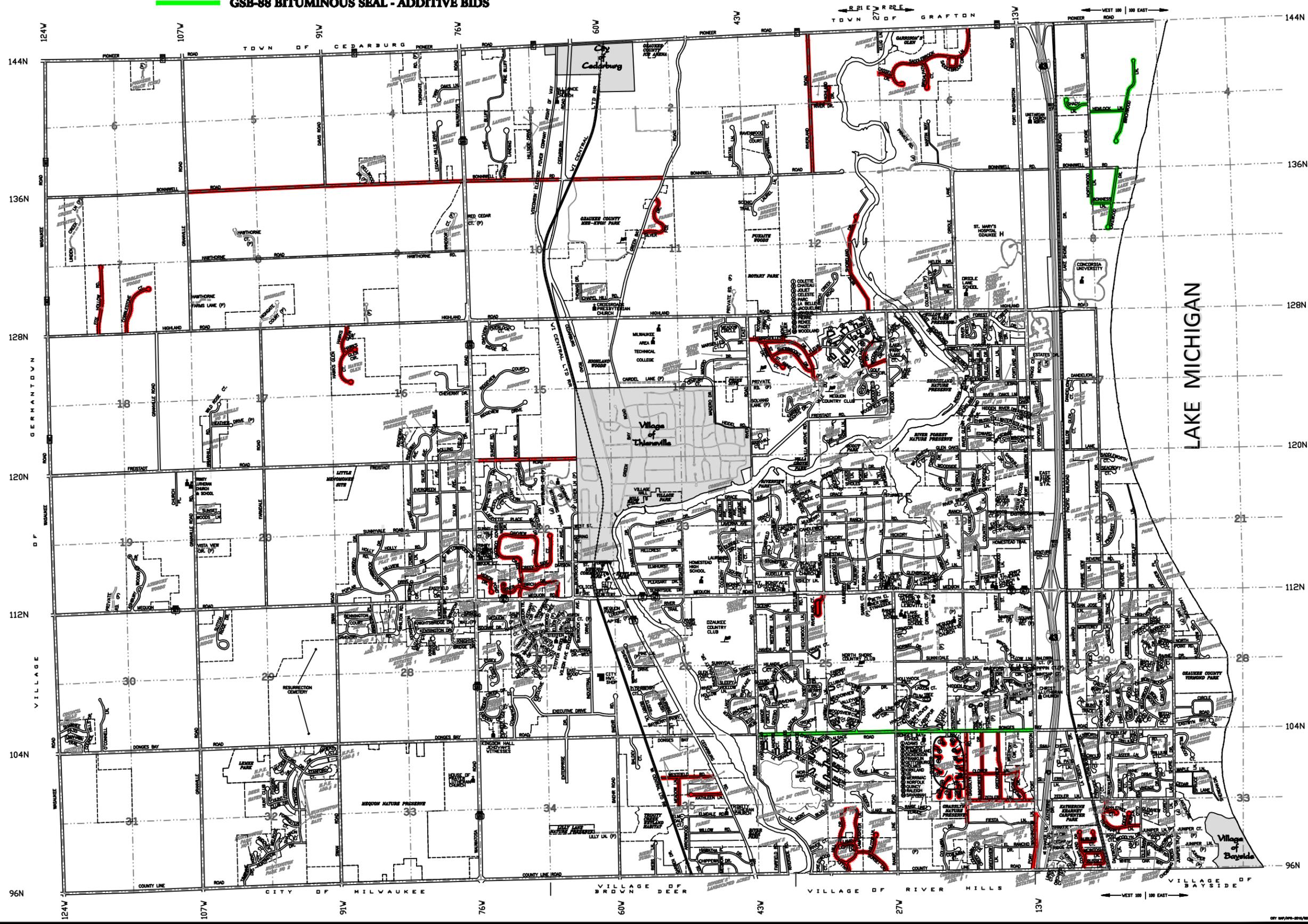
2016 GSB-88 BITUMINOUS SEAL LOCATION MAP

CITY OF MEQUON

- GSB-88 BITUMINOUS SEAL - BASE BIDS
- GSB-88 BITUMINOUS SEAL - ADDITIVE BIDS



- HOSPITAL
- SCHOOL
- CHURCH
- SYNAGOGUE
- GOLF COURSE
- PRIVATE ROAD
- INTERSTATE HIGHWAY
- STATE TRUNK HIGHWAY
- COUNTY TRUNK HIGHWAY
- MILWAUKEE CITY HALL
- LATTITUDE: 43° 13' 24" N
- LONGITUDE: 87° 59' 03" W



LAKE MICHIGAN



11333 N. Cedarburg Road, 60W
Mequon, Wisconsin 53092

CITY OF MEQUON

WISCONSIN

BIDS RECEIVED FOR: 2016 GSB-88 BITUMINOUS SEAL FILE #3762-16

BID OPENING:

4/27/2016

1:30 PM

DATE

TIME

BIDDER	TOTAL BASE BID	TOTAL ADDITIVE BIDS
American Road Maintenance, Inc.	\$285,000.00	\$59,286.00
Gee Asphalt Systems, Inc.	\$283,666.36	\$64,675.36
Fahrner Asphalt Sealers, LLC	\$266,030.00	\$67,096.00



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 Mequon, WI 53092-1930
 Phone: 262-236-8145
 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: May 10, 2016
SUBJECT: A Resolution Awarding the 2016 Road Improvements Contract to Payne & Dolan, Inc., Jackson, WI, in the Amount of \$962,170

Background

At its March meeting, the Public Works Committee authorized staff to advertise the 2016 Annual Road Program for bids. Staff advertised for 5 miles of pavement pulverizing, grading and compacting, asphalt paving both lower and upper layers, and shouldering; and 0.25 miles of asphalt paving wedge & overlay and shouldering at an estimated cost of \$1,090,000. A road list and a map of the roads included in this contract are attached.

Analysis

The City received 2 bids for the 2016 Road Improvements contract with the low base bid of \$962,170 from Payne & Dolan, Inc., Jackson, Wisconsin. The low bid is approximately 12% less than the estimate reflecting the correlation between current asphalt prices and lower oil prices. Payne & Dolan has performed acceptable work of this type for the City in the past. Contractor work cannot start until after the 4th of July holiday to allow City DPW crews time to complete required drainage improvements. The final completion date is September 30th, 2016. The bid summary is attached.

Fiscal Impact

In May of 2015, the Common Council approved Resolution 3302 providing funding for the 2015 through 2017 Annual Road Program based upon \$1.7 million funding in each year.

The 2015 Annual Road Program costs were \$2,513,395. The 2015 program used the remaining fund balance of \$570,000 in addition to the targeted \$1,700,000 to complete a robust program including additional work in the Ville Du Parc area.

This year, with the awarded contracts and the estimated material costs of the DPW drainage improvements associated with the roadwork, the 2016 Annual Road Program costs are projected to be \$1,482,513. This will leave approximately \$1,674,000 for the 2017 program.

Recommendation

It is staff's recommendation that the Public Works Committee favorably endorse, and the Common Council approve the attached resolution awarding the 2016 Road Improvements contract to Payne & Dolan, Inc., Jackson, Wisconsin, for \$962,170.

Attachments:

Road Improvements Road List (PDF)

Road Improvements Location Map (PDF)

Road Improvements Bid Summary (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3374

A Resolution Awarding the 2016 Road Improvements Contract to Payne & Dolan, Inc., Jackson, WI, in the Amount of \$962,170

WHEREAS, the City of Mequon Department of Engineering has advertised and received bids for the 2016 Road Improvements contract; and

WHEREAS, staff has reviewed the various bids and contractor qualifications for the contracts; 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, the Committee on Public Works at its meeting on May 10, 2016 agreed with the staff recommendations for the following:

2016 Road Improvements Contract - Payne & Dolan, Inc. - \$962,170

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Mequon that the above Contract, as recommended by the Public Works Committee, be accepted and that the proper City officials be authorized to sign the appropriate contract documents.

Adequate funds for this contract are available from the following sources:

Capital Project - 0410, Project: Local Road Program - 10001

Approved by: Dan Abendroth, Mayor

Date Approved: May 10, 2016

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 10, 2016.

William H. Jones, Jr., City Clerk

2016 ROAD IMPROVEMENTS ROAD LIST

STREET	FROM	TO	MILES
Green Bay Road	Village of Thiensville	Highland Road	0.51
Green Bay Road	Highland Road	Bonniwell Road	1.07
Ridgeway Avenue	Evergreen Road	Freistadt Road	0.21
Silver Avenue	Evergreen Road	Freistadt Road	0.21
Vega Avenue	Sunnyvale Road	Freistadt Road	0.50
Solar Avenue	Sunnyvale Road	Evergreen Road	0.27
Solar Avenue	Evergreen Road	Freistadt Road	0.23
Evergreen Road	Ridgeway Avenue	Wauwatosa Road	0.45
Sunnyvale Road	Holly Road	Wauwatosa Road	0.35
Stanford Drive	Donges Bay Road	Concord Drive	0.27
Stanford Court	Concord Drive	Cul-de-sac	0.23
Hayden Court	Stanford Drive	Cul-de-sac	0.14
Foxkirk Circle	Foxkirk Drive	Around Circle	0.26
Hunt Club Drive	Foxkirk Drive	Hunt Club Court	0.13
Foxkirk Drive	Stanford Drive	Concord Drive	0.40
Ridgeview Drive	Cul-de-sac Only		0.06
Total:			5.29

2016 ROAD IMPROVEMENTS BID SUMMARY

ITEM NUMBER	BASE BID ITEMS	UNIT	EST. QUANTITY	City Estimate		Payne & Dolan, Inc.		Stark Pavement Corporation	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Pulverized & Re-laid Pavement	S.Y.	69,911	\$1.27	\$88,786.97	\$1.12	\$78,300.32	\$1.28	\$89,486.08
	Section 02420								
2	Fine Grade & Compact Roadway	S.Y.	2,280	\$0.75	\$1,710.00	\$0.54	\$1,231.20	\$0.55	\$1,254.00
	Section 02460								
3	HMA Pavement Lower Layer MT 58-28 S	Ton	3,767	\$49.30	\$185,713.10	\$42.78	\$161,152.26	\$44.95	\$169,326.65
	Section 02710								
4	HMA Pavement Upper Layer 5 MT 58-28 S	Ton	2,202	\$55.17	\$121,484.34	\$50.00	\$110,100.00	\$55.75	\$122,761.50
	Section 02710								
5	HMA Pavement Lower Layer LT 58-28 S	Ton	6,113	\$50.88	\$311,029.44	\$43.00	\$262,859.00	\$45.12	\$275,818.56
6	HMA Pavement Upper Layer 5 LT 58-28 S	Ton	4,621	\$59.68	\$275,781.28	\$52.14	\$240,938.94	\$53.50	\$247,223.50
7	Shouldering Green Bay Road (Thiensville - Bonniwell Rd.)	Lump	1	\$9,038.00	\$9,038.00	\$11,500.00	\$11,500.00	\$11,300.00	\$11,300.00
	Section 02810	Sum							
8	Shouldering Solar Heights - Phase II	Lump	1	\$12,700.00	\$12,700.00	\$7,500.00	\$7,500.00	\$6,850.00	\$6,850.00
	Section 02810	Sum							
9	Shouldering Huntington Park - Phase II	Lump	1	\$8,180.00	\$8,180.00	\$11,800.00	\$11,800.00	\$12,000.00	\$12,000.00
	Section 02810	Sum							
10	Shouldering Ridgeview Drive CDS	Lump	1	\$350.00	\$350.00	\$800.00	\$800.00	\$950.00	\$950.00
	Section 02810	Sum							
11	Base & Subgrade Repair Common Excavation	C.Y.	1,729	\$16.54	\$28,597.66	\$14.50	\$25,070.50	\$13.00	\$22,477.00
	Section 02480								
12	Base & Subgrade Repair Graded Base	Ton	3,285	\$14.20	\$46,647.00	\$15.50	\$50,917.50	\$11.50	\$37,777.50
	Section 02480 & 02410								
Total Base Bid Items 1 through 12:					\$1,090,017.79		\$962,169.72		\$997,224.79



11333 N. Cedarburg Rd
 Mequon, WI 53092-1930
 Phone: 262-236-2941
 Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Administration

TO: Common Council
FROM: William Jones, City Administrator
DATE: May 2, 2016
SUBJECT: A Resolution Authorizing Execution of a Professional Services Agreement with Matrix Consulting Group, Mountain View, CA, for Completion of a Human Resource Compliance Audit in an Amount Not-to-Exceed \$23,250

Background

Pursuant to the Mequon City Code, the City Administrator is designated as the City's Chief Personnel Officer, who among other duties, is responsible for the uniform application of City rules and policies, establishing and maintaining a central personnel file for all departments, reviewing various rules and regulations, and recommending any revisions.

In connection with this role, one of the organizational objectives identified for completion by the City Administrator in 2016 is completion of a Human Resource (HR) Compliance Audit. The audit is a comprehensive method to review current policies, procedures, documentation and systems to identify needs for improvement and enhancement of the HR function, as well as assess compliance with ever-changing state and federal employment rules, regulations and laws.

Such an analysis will not only assist the City in mitigating potential risks associated with its current employment practices; it will also identify strategies to augment the City's position as an 'employer of choice', as many retirement-eligible employees are succeeded in the coming years by newer employees, presumably from the millennial generation.

Analysis

On February 24, staff issued a Request for Proposals (RFP) for completion of a Human Resource Compliance Audit. The RFP was advertised in the *Milwaukee Journal Sentinel* and distributed to approximately ten consulting firms. The proposed assessment is to include:

- A comprehensive review of the City's Human Resource framework and core functions, including a benchmark survey of operations in similarly-scaled communities regarding: structure, staffing, responsibilities, practices, policies and record-keeping.
- Specific compliance assessments including, but not limited to: ADA, COBRA, Affirmative Action/EEO, FLSA, HIPPA, Personnel Records Management, Insurance, Personnel Work Rules & Policies, Recruitment/Selection/Promotion, HR Initiated Training, and Employee Communications/Relations.

- Identifying procedures and practices which if modified, would result in improved operations and/or direct time and cost savings, while ensuring legal compliance, including specific recommendations to bylaws or policies for improvement or efficiency.
- A review of the City's payroll processes and procedures.

Given five (5) weeks to respond, seven (7) firms responded as indicated below. Copies of all proposals received by the City are on file with the City Administrator's Office.

Firm	Cost	Expenses	Total
MRA	\$13,175	\$0	\$13,175
Arthur J. Gallagher	\$15,750	Actual Costs	\$15,750
Wipfli	\$19,500	\$0	\$19,500
Springsted	\$19,565	\$750	\$20,315
Schenck	\$22,000	Actual Costs	\$22,000
Matrix Consulting Group	\$20,400	\$2,850	\$23,250
Baker Tilly	\$41,928	\$3,000	\$44,928

A committee consisting of the City Administrator, Community Development Director and Assistant Finance Director assessed the proposals based upon evaluation criteria outlined in the RFP, including: local government experience, HR consulting experience, project team experience, adherence to requirements of the RFP and overall quality. Additionally, the team conducted in-person interviews with each of the firms to assist in identifying the consultant that best met the City's needs. Following interviews, the seven proposers were ranked according to the City's evaluation criteria, and a finalist was identified.

Matrix Consulting Group, LLC, achieved the highest score in staff's overall assessment, and is recommended to complete the human resources compliance audit. The proposal presented by Matrix fully addressed the RFP, demonstrated a complete understanding of the required scope of services, presented a well-qualified project team that has worked on several similar projects, and provided a strong group of local government client references. Reference checks found Matrix has successfully completed numerous human resource projects for other municipalities, counties and universities throughout the country, both on-time and within budget. The assigned project manager has 15 years of previous local government experience, including 13 years in various HR roles with Peoria County, Illinois (pop. 188,429).

Fiscal Impact

As noted, the City received seven proposals ranging from \$13,175 - \$44,928. While Matrix Consulting did not provide the lowest cost amongst the seven submittals, the committee nevertheless was unanimous in its determination that Matrix is the recommended firm in terms of both proposal quality and in-person interviews. Though the City has not specifically allocated funds in the this year's budget to accommodate this project, cost savings resulting from full-time position vacancies that have occurred during the first part of 2016 are available to fund the proposed expenditure. It should be noted that it may also be possible to reduce the not-to-exceed cost of \$23,250, through a reduction in the number of on-site visits that may be necessary to complete the project. It is anticipated that the audit will be completed by October 31, 2016.

Recommendation

Adoption of the Proposed Resolution

Attachments:

HR AUDIT CONSULTING AGREEMENT (DOC)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3375

A Resolution Authorizing Execution of a Professional Services Agreement with Matrix Consulting Group, Mountain View, CA, for Completion of a Human Resource Compliance Audit in an Amount Not-to-Exceed \$23,250

WHEREAS, the City solicited proposals for a Human Resource Compliance Audit, and the Matrix Consulting Group was determined to be the best qualified proposer upon such project, and the Finance-Personnel Committee having recommended award of the contract to the Matrix Consulting Group; and

WHEREAS, the Common Council having determined that such contract award and project performance is necessary to protect the health, safety and welfare of the City.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Mequon, Wisconsin, that the Agreement to complete a Human Resource Compliance Audit, is hereby approved and awarded to the Matrix Consulting Group, Mountain View, California, in an amount not to exceed \$23,250.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute and deliver the aforesaid Agreement.

Approved by: Dan Abendroth, Mayor

Date Approved: May 10, 2016

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 10, 2016.

William H. Jones, Jr., City Clerk

**CITY OF MEQUON
PROFESSIONAL SERVICES AGREEMENT**

This **AGREEMENT** is dated as of the _____ day of May, 2016 (**"Agreement"**), and is by and between the **CITY OF MEQUON**, a Wisconsin municipal corporation (**"City"**) and the Consultant identified in Section 1.A of this Agreement.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the City's statutory powers, the parties agree as follows:

SECTION 1. CONSULTANT.

A. Engagement of Consultant. The City desires to engage the Consultant identified below to perform and to provide all necessary professional consulting services to perform the work in connection with the project identified below:

Consultant Name ("Consultant"): Matrix Consulting Group

Address: 101 Southpointe Drive, Suite E
Edwardsville, Illinois 62025

Telephone No.: (618) 692-9085

Email: apennington@matrixcg.net

Agreement Amount: \$23,250

B. Project Description. The Consultant has been engaged to complete an audit of all human resource operations and practices, compliance assessments, and recommendations to address audit findings. The project is further described in the Request for Proposals issued by the City on February 24, 2016, which is attached as **Exhibit A** to this Agreement (**"RFP"**).

C. Representations of Consultant. The Consultant has submitted to the City a work proposal dated March 30, 2016, a copy of which is attached as **Exhibit B** to this Agreement (**"Proposal"**). The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the consulting services that are set forth in the RFP and in the Proposal (**"Services"**) in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

SECTION 2. SCOPE OF SERVICES.

A. Retention of the Consultant. The City retains the Consultant to perform, and the Consultant agrees to perform the Services.

B. Services. The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

C. Commencement; Time of Performance. The Consultant shall commence the Services immediately upon receipt of written notice from the City that this Agreement has been fully executed by the Parties ("***Commencement Date***"). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon the termination of this Agreement by the City, but in no event later than October 31, 2016 ("***Time of Performance***"). The City may modify the Time of Performance at any time upon 15 days prior written notice to the Consultant. Delays caused by the City shall extend the Time of Performance in equal proportion to the delay caused by the City; provided, however, that the Consultant shall be responsible for completion of all work within the Time of Performance, notwithstanding any strike or other work stoppage by employees of either Consultant or of the City.

D. Reporting. The Consultant shall regularly report to the City Administrator, or his designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. Agreement Amount. The total amount paid by the City for the Services under this Agreement (including, without limitation, the amount of all reimbursable expenses) shall not exceed twenty-three thousand two hundred and fifty dollars ("***Agreement Amount***").

B. Invoices and Payment. The Consultant shall submit invoices in an approved format to the City for costs incurred by the Consultant in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in the Proposal. The City shall pay to the Consultant the amount billed within 30 days after receiving such an invoice.

C. Records. The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the City to inspect and audit all data and records of the Consultant for work done pursuant to this Agreement. The records shall be made available to the City at reasonable times during the term of this Agreement, and for one year after the termination of this Agreement.

D. Additional Services. The Consultant acknowledges and agrees that the City shall not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement (“*Additional Services*”), regardless of whether such Additional Services are requested or directed by the City, except upon the prior written consent of the City.

E. Taxes, Benefits, and Royalties. Each payment by the City to the Consultant includes all applicable federal, state, and City taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty, or fee are hereby waived and released by the Consultant.

F. Final Acceptance. The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the City of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The Key Project Personnel identified in the Proposal shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the City’s prior written approval.

B. Availability of Personnel. The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the City as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the City for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassignment, or resignation.

C. Approval and Use of Subcontractors. The Consultant shall perform the Services with its own personnel and under the management,

supervision, and control of its own organization unless otherwise approved in advance by the City in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the City. The City's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the City and consistent with commonly accepted professional practices, the Consultant shall immediately upon notice from the City remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION.

A. Confidential Information. The term "*Confidential Information*" shall mean information in the possession or under the control of the City relating to the technical, business, or corporate affairs of the City; City property; user information, including, without limitation, any information pertaining to usage of the City's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. City Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Consultant from a source other than the City prior to the time of disclosure of such information to the Consultant pursuant to this Agreement ("*Time of Disclosure*"); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the City; or (4) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the City to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the Services for the City under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the

express prior written consent of the City. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

A. Representation and Certification of Services. The Consultant represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the City.

B. Indemnification. The Consultant shall, and does hereby agree to, indemnify, save harmless, and defend the City against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Consultant's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications set forth in Section 6.A of this Agreement.

C. Insurance. The Consultant shall provide, at its sole cost and expense, liability insurance in the aggregate amount of \$1,000,000, which insurance shall include, without limitation, protection for all activities associated with the Services. The insurance shall be for a minimum of \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage. The Consultant shall cause the City to be named as an additional insured on the insurance policy described in this Section 6.C. Not later than 10 days after the Commencement Date, the Consultant shall provide the City with either: (a) a copy of the entire insurance policy; or (b) a Certificate of Insurance along with a letter from the broker issuing the insurance policy to the effect that the Certificate accurately reflects the contents of the insurance policy. The insurance coverage and limits set forth in this Section 6.C shall be deemed to be minimum coverage and limits, and shall not be construed in any way as a limitation on the Consultant's duty to carry adequate insurance or on the Consultant's liability for losses or damages under this Agreement.

D. No Personal Liability. No elected or appointed official or employee of the City shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

A. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed: (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the City and Consultant; or (2) to create any relationship between the City and any subcontractor of the Consultant.

B. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no elected or appointed City official, employee or agent has a personal financial interest in the business of the Consultant or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. No Collusion. The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the City prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the City for all loss or damage that the City may suffer, and this Agreement shall, at the City's option, be null and void.

D. Termination. Notwithstanding any other provision hereof, the City may terminate this Agreement at any time upon 15 days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed, which shall be determined on the basis of the rates set forth in the Proposal.

E. Compliance With Laws and Grants.

1. **Compliance with Laws.** The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be

required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, and the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.* The Consultant shall also comply with all conditions of any federal, state, or local grant received by the City or the Consultant with respect to this Agreement or the Services.

2. Liability for Noncompliance. The Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or any of its subcontractors', performance of, or failure to perform, the Services or any part thereof.

F. Default. If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("***Event of Default***"), and fails to cure any such Event of Default within 10 business days after the Consultant's receipt of written notice of such Event of Default from the City, then the City shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by Consultant. The City may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement;

2. Termination of Agreement by City. The City may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination; and/or

3. Withholding of Payment by City. The City may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the City as the result of any Event of Default by the Consultant or as a result of actions taken by the City in response to any Event of Default by the Consultant.

G. No Additional Obligation. The Parties acknowledge and agree that the City is under no obligation under this Agreement or otherwise to negotiate or

enter into any other or additional contracts or agreements with the Consultant or with any vendor solicited or recommended by the Consultant.

H. Common Council Authority. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by, the Consultant to vendors shall be subject to the approval of the Common Council. For purposes of this Section 7.H, "vendors" shall mean entities engaged in subcontracts for the provision of additional services directly to the City. The City shall not be liable to any vendor or third party for any agreements made by the Consultant without the knowledge and approval of the Common Council.

I. Mutual Cooperation. The City agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the City may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the City in the performance and completion of the Services and with any other consultants engaged by the City.

J. News Releases. The Consultant shall not issue any news releases, advertisements, or other public statements regarding the Services without the prior written consent of the City Administrator.

K. Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received from the City by the Consultant in connection with any or all of the Services to be performed under this Agreement ("***Documents***") shall be and remain the exclusive property of the City. At the City's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the City.

SECTION 8. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

B. Assignment. This Agreement may not be assigned by the City or by the Consultant without the prior written consent of the other party.

C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Parties to this Agreement and their agents, successors, and assigns.

D. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a

reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 8.D, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the City shall be addressed to, and delivered at, the following address:

City of Mequon
11333 N. Cedarburg Road
Mequon, Wisconsin 53092
Attention: City Administrator

With a copy to:

Wesolowski, Reidenbach & Sajdak
11402 W. Church Street
Franklin, Wisconsin 53132
Attention: Brian C. Sajdak, City Attorney

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address:

Matrix Consulting Group
201 San Antonio Circle, Suite 148
Mountain View, CA 94040
Attention: Richard Brady

E. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the City.

F. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

G. Time. Time is of the essence in the performance of all terms and provisions of this Agreement.

H. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

I. Governing Law and Venue. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Wisconsin. Venue for any action or other proceeding that may be brought arising out of, in conjunction with, or by reason of this Agreement, shall be the Wisconsin Circuit Court for and in Ozaukee County.

J. Authority to Execute.

1. The City. The City hereby warrants and represents to the Consultant that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. The Consultant. The Consultant hereby warrants and represents to the City that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral relating to the subject matter of this Agreement.

L. Waiver. Neither the City nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the City or the Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the City's or the Consultant's right to enforce such rights or any other rights.

M. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

N. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

O. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

P. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

Q. Exhibits. Exhibit A, the City’s Request for Proposals (RFP), and Exhibit B, the Consultant’s Proposal, are attached to, and by this reference incorporated in and made a part of, this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control. In the event of a conflict between the RFP and the proposal, the RFP shall control.

R. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

S. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____ day of _____, 2016.

ATTEST:

CITY OF MEQUON

By: _____
William H. Jones, Jr., City Clerk

By: _____
Dan Abendroth, Mayor

Attachment: HR AUDIT CONSULTING AGREEMENT (RESOLUTION 3375 : HUMAN RESOURCE COMPLIANCE AUDIT)

Approved as to Form:

Brian C. Sajdak, City Attorney

ATTEST:

CONSULTANT

By: _____

By: _____

Title: _____

Its: _____

Attachment: HR AUDIT CONSULTING AGREEMENT (RESOLUTION 3375 : HUMAN RESOURCE COMPLIANCE AUDIT)

EXHIBIT A

REQUEST FOR PROPOSAL

City of Mequon, RFP Dated February 24, 2016

Attachment: HR AUDIT CONSULTING AGREEMENT (RESOLUTION 3375 : HUMAN RESOURCE COMPLIANCE AUDIT)

EXHIBIT B

PROPOSAL

Matrix Consulting Group, LLC Proposal Dated March 30, 2016

Attachment: HR AUDIT CONSULTING AGREEMENT (RESOLUTION 3375 : HUMAN RESOURCE COMPLIANCE AUDIT)



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 Thyes, Asst City Administrator/Human Resource Manager
DATE: May 10, 2016
SUBJECT: A Resolution Amending the City of Mequon's 2016 Employee Compensation Plan, in Connection with the Establishment of New and Reclassified Positions

Background

In 2014 the City of Mequon adopted a Compensation Plan in accord with the completed Classification and Compensation study. There have been new positions created through the FY2016 budget process and the reorganization of the Public Works Department management team which require inclusion in the Compensation Plan. There are also “housekeeping” amendments proposed. The Employee Personnel Code [Section 24.07(2)(3)] calls for Committee approval for changes to the City’s Compensation Plan and for the assignment of pay grades to given job positions.

Analysis

The position of “Deputy Director of Public Works” was vacated at the end of 2015, thus a series of discussions pertaining to the reorganization of the Department of Public Works’ organizational chart have occurred. Based upon those discussions, three management level positions within the Department of Public Works have been reclassified in an effort to create management coverage and a clearer delineation of job responsibilities and supervisory duties. Below is a summary of the proposed assignment of pay grades for the reclassified positions;

- The position of “Director of Parks and Operations” is proposed to be placed within pay grade 15 (\$75,449 - \$102,077) which is up from grade 14 (\$69,860 - \$94,516)
- The newly created “Deputy Director of Engineering” is proposed to be placed within pay grade 15 (\$75,449 - \$102,077) which is up from grade 14 (\$69,860 - \$94,516)
- The former position of “Deputy Director of Public Works” has been reclassified as “Deputy Director of Utilities” and is proposed to be placed within pay grade 15 (\$75,449 - \$102,077) which is down from grade 16 (\$81,484 - \$110,244)

The new positions created as a part of the FY2016 budget are proposed to be assigned into the Compensation Plan as follows;

- Utility Clerk - pay grade 6 (\$37,743 - \$51,065)

- Communications Center and Records Supervisor - pay grade 9 (\$47,546 - \$64,326)
- Building Inspections Supervisor - pay grade 12 (\$59,894 - \$81,032)

It should be noted that the starting salary of \$51,182 for the Communications and Records Supervisor is \$3,182 higher than initially budgeted due to the position being filled through an internal promotion (i.e. recognizing the new supervisory responsibilities) accompanied by the fact that the original budgeted amount did not take into account the wage compression between supervisor and staff positions.

Lastly, it is proposed to simply list the job position of “Police Captain” instead of differentiating between the two job titles as they are in the same pay grade. It is also proposed to consolidate the titles of “Executive Secretary-Police” and “Executive Assistant” under the title of “Executive Assistant” for consistency as their duties are very similar in nature.

An updated 2016 Compensation Plan that illustrates all of the above-mentioned changes is attached as Exhibit A.

Fiscal Impact

The assignment of grades and clarification of job titles within the Compensation Plan does not have a fiscal impact.

The fiscal impacts of the reclassification of the management staff positions within the Department of Public Works are illustrated below:

Position	Salary	Increase/Decrease
Deputy Director of Engineering	\$ 91,355	\$ 4,350
Director of Parks and Operations	\$ 82,822	\$ 3,944
Deputy Director of Utilities	\$ 76,500 (<i>anticipated</i>)	(\$ 5,098)
Net Impact		\$3,196

It should also be noted that the net fiscal impact of the reclassification will be further off-set as the Deputy Director of Utilities position has been vacant since December, 2015.

Recommendation

The prepared amendments make the City’s Compensation Plan consistent with current staffing levels and organizational structure, therefore Staff recommends adoption of Resolution 3376.

Attachments:

2016 salary structure proposed update (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3376

A Resolution Amending the City of Mequon's 2016 Employee Compensation Plan, in Connection with the Establishment of New and Reclassified Positions

WHEREAS, in 2014 the City of Mequon adopted and implemented a Compensation Plan that sets forth job positions and their assigned pay grades for non-represented employees; and

WHEREAS, three new job positions (Utility Clerk, Communications Center and Records Supervisor, and Building Inspection Supervisor) were created as a part of the FY2016 Annual City Budget; and

WHEREAS; three management level positions within the Department of Public Works (Deputy Director of Engineering, Deputy Director of Utilities, and Director of Parks and Operations) have been reclassified in an effort to establish a clear delineation of job responsibilities and supervisory duties; and

WHEREAS; the consolidation of the two Police Captain job titles and the consolidation of the Executive Assistant/Executive Secretary job titles helps to clarify similar positions within the Pay Plan; and

WHEREAS, Section 24.07(2)(3) of the City's Employee Personnel Code requires Committee and Common Council approval of any amendments to the City Compensation Plan;

WHEREAS, The Committee on Finance-Personnel has reviewed and recommended to the Common Council amendments to the City of Mequon Compensation Plan to accurately reflect job positions and pay grade assignments for non-represented employees for FY2016;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Mequon, Ozaukee County, Wisconsin, that the amendments to the City's Compensation Plan are hereby approved and adopted.

Approved by: Dan Abendroth, Mayor

Date Approved: May 10, 2016

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 10, 2016.

William H. Jones, Jr., City Clerk

Pay Grades	2016 Pay Ranges					JOB POSITION
	Minimum	Q1	Midpoint	Q3	Maximum	
1	\$ 25,687	\$ 27,954	\$ 30,220	\$ 32,487	\$ 34,753	CUSTODIAN
2	\$ 27,742	\$ 30,190	\$ 32,638	\$ 35,086	\$ 37,534	
3	\$ 29,962	\$ 32,605	\$ 35,249	\$ 37,893	\$ 40,536	
4	\$ 32,359	\$ 35,214	\$ 38,069	\$ 40,924	\$ 43,779	
5	\$ 34,948	\$ 38,031	\$ 41,115	\$ 44,199	\$ 47,282	
6	\$ 37,743	\$ 41,074	\$ 44,404	\$ 47,734	\$ 51,065	HUMAN RESOURCES ASSISTANT DISPATCHER ADMIN SECRETARY DPW ADMIN SECRETARY ENG ADMIN SECRETARY I ADMIN SECRETARY FIRE ADMIN SECRETARY POLICE ACCOUNTING ASST/PARKS RECEPTIONIST ACCOUNTING ASSISTANT ASSESSMENT TECHNICIAN UTILITY CLERK
7	\$ 40,763	\$ 44,359	\$ 47,956	\$ 51,553	\$ 55,149	
8	\$ 44,024	\$ 47,909	\$ 51,793	\$ 55,677	\$ 59,562	BUILDINGS MAINTENANCE WORKER HWY EQUIP. OP HEAVY HIGHWAY WORKER HWY/PARKS WORKER HWY EQUIP. OP REGULAR SEWER WORKER PARKS WORKER EXECUTIVE ASSISTANT MECHANIC HIGHWAY EQUIPMENT OPERATOR
9	\$ 47,546	\$ 51,741	\$ 55,936	\$ 60,131	\$ 64,326	BUILDINGS FOREMAN ENGINEERING TECH I SEWER FOREMAN HWY SECTION FOREMAN CITY FORESTER COMMUNICATIONS CENTER/RECORDS SUPERVISOR

Attachment: 2016 salary structure proposed update (RESOLUTION 3376 : 2016 Pay Plan update)

Pay Grades	2016 Pay Ranges				
	Minimum	Q1	Midpoint	Q3	Maximum
10	\$ 51,349	\$ 55,880	\$ 60,411	\$ 64,942	\$ 69,473
11	\$ 55,457	\$ 60,351	\$ 65,244	\$ 70,137	\$ 75,031
12	\$ 59,894	\$ 65,178	\$ 70,463	\$ 75,748	\$ 81,032
13	\$ 64,685	\$ 70,393	\$ 76,100	\$ 81,808	\$ 87,515
14	\$ 69,860	\$ 76,024	\$ 82,188	\$ 88,352	\$ 94,516
15	\$ 75,449	\$ 82,106	\$ 88,763	\$ 95,420	\$ 102,077
16	\$ 81,484	\$ 88,674	\$ 95,864	\$ 103,054	\$ 110,244
17	\$ 88,004	\$ 95,769	\$ 103,534	\$ 111,299	\$ 119,064
18	<i>Established by Employment Contract</i>				

JOB POSITION
INSPECTOR GIS COORDINATOR ENGINEERING TECH II ENGINEER FIELD COORD
ASSISTANT FINANCE DIRECTOR CHIEF MECHANIC
BUILDINGS SUPERINTENDENT EQUIP OP FOREMAN SEWER SUPERINTENDENT DEPUTY CITY CLERK BUILDING INSPECTIONS SUPERVISOR
ASST. DIR. OF COMMUNITY DEVELOPMENT
ASST. CITY ADMIN./ HR DIRECTOR POLICE CAPTAIN FINANCE DIRECTOR DEPUTY DIRECTOR OF ENGINEERING DEPUTY DIRECTOR OF UTILITIES DIRECTOR OF PARKS AND OPERATIONS
FIRE CHIEF DIRECTOR OF COMMUNITY DEVELOPMENT
DIRECTOR DPW/ENG CHIEF OF POLICE
CITY ADMINISTRATOR

Attachment: 2016 salary structure proposed update (RESOLUTION 3376 : 2016 Pay Plan update)



11333 N. Cedarburg Rd
 Mequon, WI 53092-1930
 Phone: 262-242-3500
 Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Public Safety Committee

TO: Common Council
FROM: Steve Graff, Chief of Police
DATE: April 18, 2016
SUBJECT: A Resolution Authorizing the Replacement of Squad Video Cameras and Purchase of Body Worn Cameras

Background

In 2008, squad mounted video cameras were purchased to record police officer interactions with the public, document evidence, and assist with officer training. The video camera units are used 24/7/365 and have been transferred from old to new squads several times. In addition to replacing the outdated squad cameras, this would be an ideal time to purchase body worn cameras.

Analysis

The technology used in the current squad cameras is over 8 years old. Staff has had to repair cameras and replace components with an increasing frequency in the last 2 years. The cameras have a secure door which houses a Compact Flash (CF) card that records data, in the event that the wireless upload feature does not work. These doors have been failing, and the outdated CF cards have had to be replaced numerous times.

There are many different manufacturers in the squad video arena. Staff researched several new video units from some of the leading companies. In the end, the most recent product from Digital Ally, the current brand we use, fits our needs most closely.

- The “back office” software product used to view and manage the recorded videos is the same as the product we already use and are familiar with. The new cameras will interface seamlessly with this software.
- We have already paid for the necessary licensing fees for the server and PCs.
- Customer support has been very responsive to our needs.
- Digital Ally has a Body Worn Camera (BWC) option that integrates with the squad video system

While squad video is useful and important in many respects, body worn video is becoming more popular and is useful in certain situations in which squad video cannot be used. Now, more than ever, citizens are demanding accountability from their police officers. The use of body worn cameras is one more way that police can build and retain trust with the public. Video footage is also useful in defense of false claims against officers and has been proven to save municipalities

millions of dollars.

Staff has tested various body cameras over the past few years. These products have improved significantly and we are now confident that the Digital Ally body worn camera is more than suitable for our needs. It syncs with the squad video and is stored and managed with the same software.

Video for both systems will be stored on a server at the Mequon Public Safety Building. Staff researched cloud based storage, but it is very expensive. The attached price quote includes a 16TB server for data storage. The price quoted for a server with equal specifications could not be matched or beat by other sources.

Fiscal Impact

Replacing 12 squad video camera units, along with the associated equipment and purchasing 12 body worn cameras with associated equipment would total \$66,859.00 after trade in credit and other discounts. The price quote includes a 5-year warranty and the aforementioned server rack.

This price is based on a State of Wisconsin negotiated rate. It is the best available price and the products are only available from the manufacturer. Staff is unable to get other bids on these products. It is not like squad cars where we could go to 3 different Chevy dealers and get 3 different bids on Chevy Impalas.

Staff requested not only a purchase price, but pricing on a lease option as well. A monthly lease to own option is the least costly lease option, with a final total cost of \$72,137.67.

There is currently a balance of \$69,133 in the Police Equipment Capital Project account. However, staff also is planning on replacing the Automated External Defibrillators (AEDs) in the squad cars this year; a purchase that has been put off for several years and has now resulted in the AEDs being outdated and incompatible with the units carried by Mequon Fire and Rescue. The cost of those units is expected to be around \$42,000.

If we followed the Monthly payment option for the remainder of 2016, assuming a purchase of the camera units in July, and replacement of the AEDs, the balance in the capital account would be approximately \$15,000. This would allow for sufficient cash flow should other unanticipated purchases occur in fiscal year 2016.

Eliminating the purchase of body cameras would reduce the purchase price by \$18,475.

Recommendation

Staff recommends purchasing the squad cameras and body cameras using the monthly lease option. If more funds are budgeted for 2017, there is no associated pre-payment fee, so the balance could be paid prior to paying installments for 36 months.

The purchase of these units is intended to coincide with our upcoming replacement of squad cars.

It is much more cost effective to time the installation of the cameras with the installation of all of the other equipment at squad changeover. If we require installation of the cameras at a later date, we will incur additional costs for the removal of the old units and installation of the new units. This cost would be approximately \$800-\$1,000 per car, which would increase our overall costs by \$10,000-\$12,000.

Attachments:

Digital Ally squad & body camera quote_04-2016 (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3377

A Resolution Authorizing the Replacement of Squad Video Cameras and Purchase of Body Worn Cameras

WHEREAS, the Mequon Police Department provides 24-hour police services and is committed to training and continued development of its officers; and

WHEREAS, the Mequon Police Department may record contacts with the public and other incidents the officers are involved in for evidentiary purposes; and

WHEREAS, the Mequon Police Department researched several new video units from some of the leading companies and the most recent product from Digital Ally, the current brand the department uses, fits our needs most closely; and

WHEREAS, the purchase of these units is intended to coincide with our upcoming replacement of squad cars as it is much more cost effective to time the installation of the cameras with the installation of all the other equipment at squad changeover; and

WHEREAS, body worn video is useful in certain situations in which squad video cannot be used, and citizens are demanding accountability from their police officers now more than ever; and

WHEREAS, Digital Ally also has a Body Worn Camera (BWC) option that integrates with the squad video system; and

WHEREAS, a price quote based on a State of Wisconsin negotiated rate, was obtained from Digital Ally with a 5-year warranty in the amount of \$66,859.00 after trade in credit and other discounts, or \$72,137.67 if paid via a monthly lease to own option; and

WHEREAS, staff recommends purchasing the squad cameras and body cameras using the monthly lease option to allow for sufficient cash flow until more funds are budgeted in the future and there is no associated pre-payment fee; and

WHEREAS, the Public Safety Committee, at its April 26, 2016, meeting, agreed with staff's recommendation.

NOW, THEREFORE BE IT RESOLVED by the Common Council of the City of Mequon that staff is hereby directed to enter into an agreement with Digital Ally to purchase this equipment using the 36 month lease option for a total payment of \$72,137.67.

Approved by: Dan Abendroth, Mayor

Date Approved: May 10, 2016

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 10, 2016.

William H. Jones, Jr., City Clerk



Lease/Purchase Quote

Mequon Police Department
Sgt. Pat Pryor
11300 N Buntrock Ave.
Mequon, WI 53092

Date: 1/21/2016
Quote Valid: 90 days
Quote Number: MEQWI012116

Item #	QTY	Description	Unit Price	Extende Price
001-00216-00	12	FirstVu HD System	\$ 795.00	\$ 9,540.00
001-0950-00	12	VuLink, Standard Kit	\$ 495.00	\$ 5,940.00
001-00038-02	12	DVM-800 With 5 Year Warranty	\$ 3,995.00	\$ 47,940.00
001-0960-LOCAL	1	FVHD, Charging Dock	\$ 2,995.00	\$ 2,995.00
002-05090-00	3	WM-800 Desktop Charger Kit	\$ 80.00	\$ 240.00
001-00005-00	1	Dell R730XD Rack Server 16TB	\$ 8,689.00	\$ 8,689.00
004-09061-00	3	WM-928 Microphone	\$ 265.00	\$ 795.00
	12	DVM-750 Trade in Credit	\$ (500.00)	\$ (6,000.00)
	12	DVM-800 Bundle Discount	\$ (290.00)	\$ (3,480.00)
Sub Total:			\$	66,659.00
Freight:			\$	200.00
Sales Taxes:			\$	-
Total Cash Price:			\$	66,859.00

Lease Options Below:

Option C- 3 Year Lease		Payment Frequency		
Purchase	Payment Frequency	Monthly	Quarterly	Annually
Amount	Payment Amount	\$ 2,003.82	\$ 6,034.58	\$ 24,551.20
\$ 66,859.00	Number of Payments	36	12	3
Interest Rate	Total Interest	\$ 5,278.67	\$ 5,555.97	\$ 6,794.59
5%	Total Lease Price	\$ 72,137.67	\$ 72,414.97	\$ 73,653.59

Please contact the Digital Ally, Inc. Sales Department at 800-440-4947 or sales@digitalallyinc.com if you are interested in beginning a Lease/Purchase Agreement. Standard terms and conditions for this transaction are on the 2 pages that follow.

Lease Purchase Terms & Conditions

Attachment: Digital Ally squad & body camera quote_04-2016 (RESOLUTION 3377 : Squad and Body Cameras)



1. Digital Ally leases the Equipment to Lessee, and Lessee leases the Equipment from Digital Ally, in each case on the terms, and subject to the conditions, described in this Agreement. Lessee will use the Equipment solely at Designated Location in a careful and proper manner, in full compliance with all applicable laws and regulations. Lessee also acknowledges that upon delivery of the Equipment to Lessee, Digital Ally has fulfilled its obligations under this Agreement.

2. Lessee will pay Digital Ally the Total Monthly Payment set forth above for each calendar month during the Lease Period as rent for the Equipment without deduction or set-off. Lessee will pay Digital Ally the Total Monthly Payment, with the first Total Monthly Payment due on the date set out above and each subsequent Total Monthly Payment will be due every 30 days thereafter. Total Monthly Payments must be paid to Digital Ally at the address noted below. In the event that Lessee fails to make Total Monthly Payments when due, Digital Ally may assess a late charge equal to 1 ½% per month of the amount past due, or the highest rate then permitted by law, whichever is less. Lessee must also reimburse Digital Ally for its costs incurred (including internal administrative expenses and reasonable attorneys' fees) in the collection of past due Total Monthly Payments.

3. Lessee acknowledges that the Equipment is, and at all times will remain during the Lease Period, the sole and exclusive property of Digital Ally. Lessee agrees, without further consideration, at any time to do or cause to be done, all acts, and to execute and deliver, all such documents as may be reasonably requested in order to protect Digital Ally's ownership interest in the Equipment during the Lease Period, including the filing of financing statements as necessary to perfect its interest. At the end of the Lease Period for an item of Equipment, and if Lessee has fully complied with all obligations under this Agreement, Lessee will have completed the purchase of, and will own, such item of Equipment.

4. If Lessee fails to pay any amounts due under this Agreement when due, or Lessee breaches any other obligation under this Agreement and fails to cure such breach within 30 days after Digital Ally's written notice to Lessee concerning such breach, then Digital Ally may take any one or more of the following actions, in its sole discretion: (a) declare the aggregate Total Monthly Payments due during the Lease Period to be immediately due and payable by written notice to Lessee, (b) sue for and recover all Total Monthly Payments due during the Lease Period and other amounts then or thereafter owing to Digital Ally under this Agreement, (c) take possession of the Equipment, without demand or notice to Lessee, wherever it is located, without any court order or other process of law (Lessee waives all damages occasioned by such repossession), (d) terminate this Agreement or (e) pursue any other remedy available at law or in equity. Notwithstanding any repossession or any other action that Digital Ally may take, Lessee will be and remain liable for the full performance of its obligations under this Agreement. All of Digital Ally's remedies are cumulative, and may be exercised concurrently or separately.

5. Lessee must keep the Equipment free and clear of all liens and encumbrances. Lessee must report, pay and discharge when due all license and registration fees, assessments, sales use and property taxes, and other taxes, fees and governmental charges similar or dissimilar to the foregoing, arising out of the possession, use or operation of the Equipment during the Lease Period, together with any penalties or interest, that are imposed by any federal, state or local government or any agency, or department thereof, upon either the Equipment or the use, operation or leasing of the Equipment during the Lease Period and whether or not assessed against or in the name of Lessee or Digital Ally.

6. During the Lease Period, Lessee will not be liable for any cost of repairs or replacement of the Equipment, unless repairs or the need to replace the Equipment is a result of abuse, accident, unauthorized use, while in the possession of the Lessee.

Attachment: Digital Ally squad & body camera quote_04-2016 (RESOLUTION 3377 : Squad and Body Cameras)



7. Lessee assumes, and will bear all risk of loss or damage to the Equipment from the date of delivery to the date Digital Ally receives the Equipment from Lessee. Lessee will carry insurance against loss or damage by fire, theft, explosion and all other hazards and risks ordinarily subject to extended coverage insurance for the full fair replacement value of the Equipment.

8. Lessee may terminate this Agreement partially (as to any particular item of Equipment) or wholly (as to all Equipment) prior to the expiration of the Lease Period by giving 90 days written notice and returning the Equipment to Digital Ally in good condition, less normal wear, tear and depreciation. Upon termination of the Lease Period, the Equipment must be returned to Digital Ally, in good working condition, less normal wear, tear and depreciation. Upon proper return and Digital Ally's receipt of the Equipment from the Lessee, the Lessee will be under no obligation to make any further Total Monthly Payments for the returned Equipment. The termination of this Agreement will not prejudice Digital Ally's rights under this Agreement with respect to obligations of Lessee then accrued and remaining unsatisfied. In addition, Sections 9, 11 and 17 will survive any such termination or expiration.

9. Each party will each defend and indemnify the other and the other's employees, officers, directors and agents against all damages for bodily injury, including death, or damage to real or tangible personal property to the extent proximately caused by the indemnifying party in the course of performing this Agreement. Each party's indemnification obligations under this Section are conditioned upon the indemnified party: (a) promptly notifying the indemnifying party of any claim in writing, (b) cooperating with the indemnifying party in the defense of the claim, and (c) granting the indemnifying party sole control of the defense or settlement of the claim.

10. Neither this Agreement nor any interest in this Agreement or any of the Equipment is assignable or transferable by operation of law. Digital Ally may exercise any one or more of the remedies set forth in Section 4 if (a) any proceeding under bankruptcy laws (or any other law for the protection of creditors) is commenced by or against Lessee, (b) Lessee is adjudged to be insolvent, (c) Lessee makes any assignment for the benefit of its creditors, (d) a writ of attachment or execution is levied on the Equipment and is not released or satisfied within 10 days thereafter, or (e) a receiver is appointed in any proceeding or action to which Lessee is a party with authority to take possession or control of the Equipment. This Agreement will not be treated as an asset of Lessee after Digital Ally's termination of this Agreement under Section 4.

11. This Agreement will be governed by and interpreted under Kansas law as it applies to contracts entered into and performed wholly within Kansas, without giving effect to its principles of conflict of laws.

12. This Agreement constitutes the entire agreement and understanding of the parties with respect to the transactions contemplated under this Agreement and supersedes all prior agreements, arrangements and understandings of the parties, whether written or verbal, with respect to the subject matter of this Agreement. This Agreement may not be amended, supplemented or otherwise modified (including any waiver of a right, power or privilege) except in a writing executed by Digital Ally and Lessee. Neither any failure nor any delay by any party in exercising any right, power or privilege under this Agreement will operate as a waiver of such right, power or privilege. No single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.



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: May 10, 2016
SUBJECT: A Resolution Authorizing Renewal of a Mutual Cooperation Agreement For the City of Mequon's Participation In the Home Investment Partnership Program Administered by Waukesha County

Background

The HOME Consortium is a four county program established in 1998 that assists in advancing home ownership opportunities through various programs for households with income below 80% of the county's median income. The program is offered through the receipt of federal funds via the Department of Housing and Urban Development (HUD). There are no costs to the City for participating in the program. The four county participants are Ozaukee, Washington, Waukesha and Jefferson. The City of Mequon became a participant of the program in 2005. A renewed participation agreement is required at this time due to federal law updates related to the Fair Housing Act.

Programs

Waukesha County is the designated lead agency for the Consortium. The following lists the programs available through the HOME Consortium (see attached overview):

1. Down Payment Assistance Loan.

This program provides a forgivable loan of up to \$5,000 for down payment or closing costs.

2. Homeowner Rehabilitation Loan.

This program provides access to loan dollars for home repairs. Loans are provided for eligible repairs such as roofs, mechanical systems, plumbing, windows, foundations, siding and accessibility improvements.

3. Purchase-Rehabilitation Loan.

This program is a combination of the two programs listed above. Eligible homebuyers can receive \$5,000 for down payment and up to \$17,500 for rehab costs.

4. Housing Development.

This program assists with the construction of affordable housing units within a larger housing development project.

The attached, updated contract is provided by Waukesha County for our continued partnership within the Consortium (please see attached agreement). The City's continued participation under the updated agreement, establishes the automatic renewal in the program for the coming fiscal years of 2017-2019. This agreement, like the original, is valid for three (3) years and will automatically renew. Annually, the Consortium receives funding of approximately \$1M. The program oversight is provided by a 12 member Board of Directors that is comprised of 3 members of each participating county (please see attached Board of Directors roster).

Fiscal Note

There is no cost to the City as a partner of this program.

Planning Department Recommendation

Planning staff recommends the City's continued participation within the HOME Consortium. The City's participation in this program is identified in the City of Mequon Comprehensive Plan 2035 as a government program that allows the City to assist in promoting housing choices.

Public Welfare Committee Recommendation

The Public Welfare Committee recommendation is forthcoming at its meeting on May 10, 2016.

Attachments:

HOME Consortium info Ozaukee County (DOC)
 Copy of 2016 HOME Board Members (PDF)
 City of Mequon MUTUAL COOPERATION AGREEMENT 5.2.16 (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3379

A Resolution Authorizing Renewal of a Mutual Cooperation Agreement For the City of Mequon's Participation In the Home Investment Partnership Program Administered by Waukesha County

WHEREAS, the U. S. Department of Housing and Urban Development has created the HOME Investment Partnership Program (HOME) to provide various housing opportunities to households with income below 80% of the metropolitan area median income; and

WHEREAS, the counties of Waukesha, Jefferson, Washington and Ozaukee and municipalities within the four counties have executed Cooperation Agreements to participate in the HOME program as part of the HOME Consortium since 1998; and

WHEREAS, Waukesha County has been designated the lead and fiscal agent for the HOME Consortium with no fiscal cost to HOME participants; and

WHEREAS, the City of Mequon is not eligible to receive such HOME funds directly but has been a program participant since 2005;

NOW THEREFORE BE IT RESOLVED that the City of Mequon in an effort to assist and benefit its low and moderate income households hereby agrees and seeks participation in the HOME Investment Partnership Program through Ozaukee County.

BE IT FURTHER AGREED that the City of Mequon is authorized to execute such documentation as necessary to effect its membership in the HOME Consortium.

Approved by: Dan Abendroth, Mayor

Date Approved: May 10, 2016

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 10, 2016.

William H. Jones, Jr., City Clerk

The HOME Consortium

In 1998 Jefferson, Washington and Waukesha Counties joined together to form the HOME Consortium and become eligible to receive federal HOME program funds to support the creation and maintenance of affordable housing. In 1999, Ozaukee County agreed to participate in the Consortium. The main purposes of the HOME Consortium are to advance home ownership opportunities with a down payment assistance program, to maintain the quality of the existing housing stock through low-interest housing rehabilitation loans, and to support the development of affordable rental and homeowner housing. All programs are available to households in the participating counties that earn 80% or less of the area median income.

A 12 member Board of Directors governs the HOME Consortium. The Board is composed of three members from each of the four Counties. Waukesha County was designated the “lead agency” when the Consortium was formed. The lead agency takes full responsibility for fiscal management of the HOME funds and compliance with HOME rules and other applicable Federal regulations.

Programs

The **Down Payment Assistance Loan (DPA)** program provides eligible home buyers with a forgivable loan of up to \$5,000 to be used for down payment and/or closing costs. Homeowners are required to attend housing counseling sessions, which are paid for through program funds. DPA loan is provided as a five-year forgivable loan, meaning that as long as the property remains the borrower’s primary residence for five years the loan is forgiven and no repayment is due. The loan is forgiven 20% for each full year.

The HOME Consortium operates a of **Homeowner Rehabilitation Loan Program** to provide low to moderate income households with access to loaned funds for modest home repairs. The loans are provided as no-interest, no monthly payment loans, that are due upon sale or title transfer of the home. Eligible repairs include roofs, mechanical systems, plumbing, windows, foundations, siding, painting and accessibility improvements.

The **Purchase—Rehabilitation Program** is a combination of the DPA and Homeowner Rehabilitation programs. Eligible homebuyers can receive up to \$5,000 for downpayment assistance, and up to \$17,500 for rehab costs. This program is designed to help with the purchase of foreclosed houses, or houses in need of immediate repair. All rehab work must be done in 6 months of purchasing the home, and the focus is on correcting code violations.

The HOME Consortium also allocates funding to **Housing Development** projects, to assist with the construction of affordable housing in the four counties of the HOME Consortium.

Ozaukee County

Ozaukee County has participated in the HOME Consortium since 1999. Many households have benefited from the HOME programs since that time.

HOME Consortium Core Program Funds 1998—2014*				
	Ozaukee County		Total HOME Consortium	
	Loans	Households	Loans	Households
DPA	\$957,591	204	\$6,560,299	1,547
Rehab Loans	\$307,855	43	\$3,061,456	496
Purchase-Rehab Loans (since 2008)	\$50,111	4	\$1,709,049	85
Total	\$1,315,557	251	\$11,330,804	2128

*Loans shown do not include costs paid for by the HOME program for housing counseling fees, inspection fees, and administration fees, or specific County Allocations (discontinued program).

Affordable Housing Development Projects

- **Ozaukee Chapter Habitat for Humanity: \$157,100**

2007 Acquisition of land for construction of four homes in Port Washington

Total Funds allocated to Ozaukee County projects for the development or rehabilitation of affordable housing--\$157,100.

2016 HOME Board

NAME	ORGANIZATION	TELEPHONE	FAX	ADDRESS
ADMINISTRATION				
Kristin Silva	Waukesha County Community Development Coordinator	262-896-3370	262-896-8510	515 W. Moreland Blvd. AC320, Wauk.53188 ksilva@waukeshacounty.gov
Lori Rutzinski	Waukesha County Program Assistant	262-548-7920	262-896-8510	515 W. Moreland Blvd. AC320, Wauk.53188 lrutzinski@waukeshacounty.gov
Christina Brockish	Waukesha County	262-548-8311	262-896-8510	cbrockish@waukeshacounty.gov
Kathy Kamp	WI Partnership for Housing Dev. Inc.	(608) 258-5560 (ext. 34)	(608) 258-5565	121 S. Pinckney St. Ste. 420, Madison 53703 kathykamp@wphd.org
Debbie Narus	WI Partnership for Housing Dev. Inc.	(262) 896-8170	(262) 896-8510	515 W. Moreland Blvd. AC320, Wauk.53188 debbienarus@wphd.org
WAUKESHA COUNTY				
Duane Paulson	County Board Supervisor	(262) 542-4174		1121 Summit Avenue, Waukesha, 53188 dpaulson@waukeshacounty.gov
Joseph Birbaum	Senior VP MGIC- Retired President, Village of Oconomowoc Lake	(262) 567-7785		4750 Hewitt's Point, Oconomowoc, WI 53066 joe@birbaum.com
Christine Howard	Assistant Vice President Associated Bank	(262) 797-7342 (W) (414) 745-6421 (Cell)		19601 W. Bluemound Rd. Brookfield, 53045 christine.howard@associatedbank.com
Maria Watts (alternate)	Manager of Community Development WHEDA	(414) 227-4706 (W) (414) 750-4454 (Cell)		140 South 1st. Street Ste. 200 Milw. 53204 maria.watts@wheda.com
WASHINGTON COUNTY				
Peter Sorce	Washington County Supervisor	(262) 993-4053		peter.sorce@co.washington.wi.us
Dennis Myers	Washington County Supervisor	(262)853-8214		myersd@wi.rr.com
Jay Shambeau	Washington County Supervisor			jay.shambeau@co.washington.wi.us
JEFFERSON COUNTY				
Ron Buchanan	Jefferson County Supervisor	920-261-8201		809 S. 9th. Watertown, WI 53094 ronbuchanan809@yahoo.com
John Kannard	Jefferson County Supervisor	262-495-4618 262-470-1177		johnk@jeffersoncountywi.gov
Dick Schultz	Jefferson County Supervisor	920-563-7452 920-650-1595		wihs.exchange@sbcglobal.net
Russell Kutz (alternate)	Jefferson County Supervisor	920-674-5241		1220 Hickory Dr, Jefferson, WI 53549 russellk@jeffersoncountywi.gov
OZAUKEE COUNTY				
Kathleen Schilling	Executive Director Ozaukee Co. Econ. Dev. Corporation	(262) 238-7730	(262) 284-8100	121 W. Main St, Port Washington 53074 kschilling@co.ozaukee.wi.us
Jay Schreurs	Port Washington State Bank Vice President Sr. Mortgage Loan Off.	(262) 284-4416		206 N. Franklin St, Port Washington 53074 jay.schreurs@pwsb.com
OPEN				

MUTUAL COOPERATION AGREEMENT
UNDER
THE NATIONAL AFFORDABLE HOUSING ACT

The HOME Consortium Program for Federal Fiscal Years 2014-2016

This Agreement is entered into between Waukesha County, a political subdivision of the State of Wisconsin (hereinafter “County”) and the City of Mequon, a municipal corporation of the State of Wisconsin (hereinafter “Municipality” and collectively “Parties”).

WHEREAS, the Cranston-Gonzalez National Affordable Housing Act of 1990(42 U.S.C. § 12701 et seq.) as amended, (hereinafter “NAHA”) provides Federal assistance for the HOME Investment Partnership Program (hereinafter “HOME Program”); and

WHEREAS, NAHA allows units of general local government to enter into a mutual cooperation agreement to form a consortium to obtain Federal funds as a participating jurisdiction under the HOME Program (hereinafter “HOME Consortium”); and

WHEREAS, the Parties have mutually developed a Consolidated Plan and Analysis of Impediments to Fair Housing Choice; and

WHEREAS, the Parties have determined that obtaining funds under the HOME Program will increase their ability to provide affordable housing, and meet other identifiable and eligible housing needs of the Municipality’s residents; and

WHEREAS, the County intends to apply to the U.S. Department of Housing and Urban Development (hereinafter “HUD”) for funds authorized under NAHA; and

WHEREAS, County and the Municipality have determined that joint action is an effective way to accomplish the purposes of NAHA; and

WHEREAS, counties in Wisconsin pursuant to § 59.01, Wis. Stats. and municipalities in Wisconsin pursuant to § 66.0301, Wis. Stats. have the necessary authority to enter into agreements of the type herein contemplated;

NOW THEREFORE, upon the consideration of the mutual promises contained herein, it is agreed between County and Municipality as follows:

SECTION 1 – PURPOSE

- A. The purpose of this Agreement is to establish the mutual desire to cooperate to undertake, or assist in undertaking, essential community renewal and lower income housing assistance activities, by means of submitting a Consolidated Plan and Annual Action Plan for HUD HOME funds as a HOME Consortium for Federal Fiscal Years 2014, 2015, and 2016 appropriation and from any program income generated from the expenditure of such funds.
- B. Nothing contained in this Agreement shall deprive any municipality of any power of zoning, development control or other lawful authority that it presently possesses.

SECTION 2 – CONSIDERATION

Municipality, by the execution of this Cooperation Agreement, agrees to comply with this Cooperation Agreement which enables its residents to apply for HOME funds. All funds will be used within the HOME Consortium counties. County agrees to include Municipality as part of its Annual Action Plan to be submitted to HUD under the terms and conditions of NAHA.

SECTION 3– FUNDING

- A. The HOME Consortium shall be governed by a board of directors (hereinafter “HOME Board”). The HOME Board, by mutual agreement, shall establish “core” programs, which shall serve to benefit residents of each participating municipality and county equally. The annual distribution of “core” project funding shall continue until all allocated funds on a first come first serve basis are fully committed to eligible households.
 - a. Core programs may include, but are not limited to:
Downpayment / Closing Cost, Housing Rehabilitation, Homebuyer Counseling, Rental Rehabilitation, Rental Assistance, Purchase / Rehab or Housing Development.
 - b. HOME regulations require that 15% of HOME funds received on an annual basis must be set-aside and utilized for HOME programs using a HUD eligible Community Development Organization (CHDO), who will either own, develop, manage or sponsor a housing project.

- B. The HOME Board shall determine the allocation of HOME funds within the HUD regulation limits for program administration to Waukesha County, as the lead agent (PJ), not to exceed 10% of the annual grant.
- C. HOME regulations require that match funds or credit shall be provided at \$0.25 for every dollar spent as part of HOME programming. This match is generally provided through pledged commitments by developers of affordable housing projects. If a match cannot be provided through development projects, it shall be the responsibility of the HOME Consortium, as a whole, to provide match funds.
- D. No participating municipality / county will need to provide any funds for the administration / operation of the HOME Program.

SECTION 4 – ACTIVITIES

- A. Municipality and County agree to undertake all actions necessary to assure compliance with County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. In addition, Municipality and County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and other applicable laws.
- B. Noncompliance by Municipality with any of the provisions above may constitute noncompliance by County which may provide cause for funding sanctions or other remedial actions by HUD.
- C. Municipality shall establish and maintain appropriate record keeping and reporting of any retained program income and make such available in order to meet the monitoring and reporting responsibilities to the U.S. Department of Housing and Urban Development.
- D. Municipality shall cooperate to undertake, or assist in undertaking, community renewal, lower-income housing assistance activities, and other eligible HOME Program activities in compliance with the regulations at 24 CFR Part 92.
- E. Municipality shall take affirmative action to further fair housing in its jurisdiction. Such actions may include planning, education and outreach, and enforcement components.

- F. HOME Consortium funding is prohibited for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes County's actions to comply with its fair housing certification.
- G. Municipality shall select at least two (2) action items from the list below to affirmatively further fair housing for the duration of this Agreement. Items listed are from the 2015—2019 Analysis of Impediments to Fair Housing Choice for Waukesha County and the HOME Consortium. Municipality shall keep records documenting actions taken to affirmatively further fair housing and provide an annual report to County of such actions within 15 days of the end of the calendar year. Municipality shall obtain updated versions of the Analysis of Impediments to Fair Housing Choice when they are published every five years and select action items from the current document.

a. Impediment #1: Zoning Regulations and Housing Mix Ratios that Reduce Opportunities for Affordable Housing Development

1. In municipalities served by sewer service, allow for the development of new single-family and two-family homes on lots of 10,000 square feet or smaller.
2. Allow for home sizes less than 1,200 square feet.
3. In municipalities served by sewer service, allow for the development of multi-family housing at a density of at least 10 units per acre.
4. To support higher density residential development, expand sanitary sewer services consistent with adopted Regional Sewer Service Plans.
5. Adopt flexible zoning regulations such as Planned Unit Developments (PUD) and Traditional Neighborhood Developments (TND) to permit higher densities and a mix of housing types.
6. Adopt inclusionary zoning provisions, such as higher density allowances and a waiver or modification of other development standards where certain set-asides are made for affordable housing for moderate and low-income families.

7. Amend design regulations to promote flexibility in development and construction costs.

b. Impediment #2: Lack of Fair Housing Knowledge

1. Attend a fair housing seminar or educational opportunity.
2. Provide education or training for rental property owners and managers on the requirements of the Fair Housing Act, the definitions of protected classes, discriminatory practices, and potential consequences for non-compliance.

c. Impediment #3: Imbalance Between Job Centers and Affordable Housing Options

1. Encourage the development of new affordable and/or mixed-income housing near job centers by offering density bonuses, fee waivers or other incentives.

d. Impediment #4: NIMBY/Prejudiced Attitudes

1. Develop and integrate appropriate diversity awareness information into staff and organizational development training.
2. Create and disseminate information regarding what affordable, workforce and mixed-income housing is and what economic benefits they offer to your community, via printed materials, training sessions, website education or other methods.
3. Participate in regional housing initiatives and collaborative efforts.

e. Impediment #5: Limited Housing Options for People with Disabilities and the Aging Population

1. Prioritize public funding for housing developments that address the needs of people with disabilities or the elderly.
2. Adopt or promote construction design concepts such as universal design (UD) and Visit-ability standards and features in all new

housing, including consideration of providing density bonuses or other incentives to encourage such housing.

- H. Municipality, as a cooperating unit of general local government, attests that it has adopted and is enforcing:
- a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

SECTION 5– HOME PROGRAM ADMINISTRATION

A. DEFINITIONS

- a. “Member” means a unit of local government or a county representing townships which signs this Agreement or a substantially similar agreement, and therefore is a member of the HOME Consortium organized to carry out eligible activities under the HOME Program.
- b. “Representative Member” means the unit of local government which acts as a representative of all Members for the purposes of this Agreement. The Representative Member shall assume responsibility for ensuring that the Consortium’s HOME Program is carried out in compliance with the requirements of 24 CFR Part 92 and 01 , the requirements of 24 CFR § 92.350 (a) (5) , and the requirements of the Consolidated Housing and Community Development Plan.
- c. Waukesha County shall be the Representative Member and shall carry out all necessary overall responsibilities for the HOME Consortium, with the cooperation of all Members, consistent with the HOME Program regulations. Waukesha County may elect with the approval of the HOME Board through a Request for Proposal designate a portion of Administration funds to another entity to administer specific HOME programs.
- d. Each Member shall submit in a timely manner to the Representative Member all information necessary for participation in the HOME Consortium. This includes, but is not limited to, all information necessary for the Consolidated

Plan, the program description and certifications (24 CFR § 92.150), written agreements executed with subrecipients, and performance reports.

- e. Each Member of the HOME Consortium shall start the HOME Program years on January 1st of each qualified year.
- f. Each participating county shall have not less than a three person representation on the HOME Board appointed by the county executive or county board chairman. Each participating county may also designate one alternative member. Representative Member, as the lead agent, with the approval of the HOME Board, is authorized to amend the HOME Consortium Agreement on behalf of the entire HOME Consortium to add new members to the HOME Consortium.

SECTION 6 – RESTRICTIONS

- A. Neither County nor Municipality shall have a veto or other restrictive power which would in any way limit the cooperation of the Parties to this Agreement or obstruct the implementation of the approved Consolidated Plan during the period covered by this Agreement.
- B. Municipality may not receive an individual formula allocation under the HOME Program except through the HOME Consortium created by this Agreement, regardless of whether Consortium receives a HOME formula allocation in a particular year.

SECTION 7 – DURATION OF THIS AGREEMENT

- A. This Agreement was voted on and approved by Municipality’s Common Council on May 10, 2016. Municipality clearly understands and accepts its responsibilities henceforth. This Agreement is in force for Federal fiscal years 2014, 2015 and 2016 and for such additional time as may be required for the expenditure of program income received and of funds granted through The Act and NAHA to County for such period, as defined by HUD regulations and included within HUD CPD Notice 13-04. Municipality shall not have the opportunity to terminate or withdraw from this Agreement during the period that this Agreement is in effect. This Agreement shall be in effect until the CDBG and HOME funds and program income received with respect to activities carried out during Federal fiscal years 2014, 2015 and 2016 are expended and the funded activities completed.
- B. This Agreement, in accordance with Federal regulations, provides for an automatic renewal for each successive three-year qualification period provided that the County notifies each participating unit of general local government in writing of its right not to

participate for the successive three-year qualification period by the date specified in HUD’s urban county qualification notice for the next qualification period. A Municipality electing to opt-out of a successive qualification period must notify the County in writing.

- C. Municipality and County agree to adopt any amendment to this Agreement incorporating the changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period. Failure to adopt, execute and submit amendment requirements will void the automatic renewal provision for such qualification period.

This Agreement is executed by the respective Parties as Members of a HOME Consortium partnership. In so doing, all existing municipalities and governing bodies are agreeing to participate under the terms of the HOME Consortium partnership with any other municipality or governing body which has joined or subsequently joins the partnership.

The terms and provisions of this Agreement are fully authorized under state and local law and that this Agreement provides full legal authority for the signatory parties to undertake or assist in undertaking HOME Program Consortium activities.

County and Municipality have authorized this Agreement and attest that this Agreement is executed by the chief executive officer of each entity.

By: _____
 Print Name _____
 Title _____

Date: _____

By: _____
 Print Name _____
 Title _____

Date: _____

By: _____
 Print Name _____
 Title _____

Date: _____

Attachment: City of Mequon MUTUAL COOPERATION AGREEMENT 5.2.16 (RESOLUTION 3379 : Home Consortium Partner)

By: _____

Date: _____

Print Name _____

Title _____



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: May 10, 2016
SUBJECT: A Resolution Authorizing a Development Agreement Between the City of Mequon and P2 Development Company, LLC with a Town Center TID Incentive in The Amount of \$250,000

Background

P2 Development Company, LLC, is requesting a Town Center TID financial incentive under the Fast Track Formula that has been approved for other projects in the City's TIDs, including Outpost Natural Foods and Dermond Property Investments. 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.
- A payback period of 15 years or less.
- The maximum incentive allowed is the "gap", which is defined as the removal of the base improvement value plus the cost of site demolition and repair with a 5% incentive.

Application

P2 Development Company's application shows the following:

- A total new construction value estimated at \$10.0M, which is a net value of \$9.74M beyond the current improvement value of \$254,900.
- A total eligible incentive under the Fast Track Formula of \$875,982.
- A total eligible incentive, given other incentives previously executed, is limited to \$250,000. This is based on the initial resolution adopted by the Common Council (2013).
- A payback period, based on estimated annual tax revenue and a cap on the incentive at \$250,000, that would occur in 1.68 years.

The City's financial consultant, Jim Mann of Ehlers & Associates, Inc., has provided an overview of the project pro forma and values (please see attached memo). Ehlers recommends structuring the pay-as-you-go incentive over the course of three years. This allows the City to capture some of the increment in the initial years of the development for the financial benefit of the district.

Included for review is the P2 Development Company's 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.

Fiscal Impact

The development is valued at \$10M, with a total of \$1,975,000 of tax incremental revenue during the remaining life of the district. The incentive of \$250,000 is recommended to be paid out over the course of 3 years. The City will gain \$91,667 in each of these three years (52% of the total tax revenue).

Preliminary evaluation by staff regarding the overall financial health of the Town Center TID suggests that with the construction of this project, the Dermond Properties project and the expected value generated for the Shaffer Development project, the TID would close in with a positive fund balance.

Planning Department Recommendation

Planning staff recommends providing the incentive because the proposal meets the standards to qualify for TID funds under the approved Fast Track Formula. In addition, the project will generate a significant net benefit to the TID. Further, the project meets the policy goals and objectives of the Town Center Zoning.

The redevelopment proposal has received all necessary approvals by the Common Council and will be constructed starting in 2016 (please see attached the approved development plans).

Economic Development Board Recommendation

The Board recommended approval at its meeting on May 3, 2016 by a vote of 7-0.

Finance & Personnel Committee Recommendation

The Committee's recommendation is forthcoming on May 10, 2016.

Attachments:

TCTIDIncentiveReview05.10.16 (PDF)

TIDIncentiveDA05.10.16 (DOCX)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3380

A Resolution Authorizing a Development Agreement Between the City of Mequon and P2 Development Company, LLC with a Town Center TID Incentive in The Amount of \$250,000

IT IS HEREBY RESOLVED by the Common Council of the City of Mequon that:

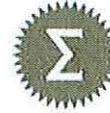
The City agrees to the terms of the Development Agreement, in substantial conformity with the form appended to this Resolution, governing the relationship between the parties, affording certain Tax Incremental Financing incentives for the benefit of the Project identified and described therein, and prescribing 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: May 10, 2016

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 10, 2016.

William H. Jones, Jr., City Clerk



Memo

To: Kimberly Tollefson, Economic Development Director
From: James A. Mann, CIPMA
 Senior Vice President/Director
Cc: Dawn R. Gunderson, Ehlers
Date: April 29, 2016
Subject: The Reserve

In response to your request, we have reviewed the proposed development, The Reserve, and the impact the development would have on Tax Increment District #3. We have used the following assumptions:

- 2016 Construction
- Estimated \$10,700,000 Value
- \$250,000 Development Incentive
- Development site represents 1.57% of total TID area, equating to \$85,741 of the initial general TID investment (sunk costs)

Based on the above, utilizing the same methodology as was employed with the Dermond Property project, The Reserve project will generate approximately \$175,000 of annual increment or a total of \$1,975,000 of tax incremental revenue for the remaining life of the district. The payback of the project as it pertains to its proportional share of the sunk costs (initial investment in the TID) and the proposed development incentive would be in 2020.

Ehlers has shown a three year payback on the \$250,000 investment so that the TID would have a net benefit from the development in 2018 (first year incremental taxes are received). We have not included an interest component at this time, but there is more than adequate revenues to accommodate an interest component if requested.

The net future value benefit to the TID would be approximately \$1,630,000.





City of Mequon

Tax Increment District No. 3 Tax Increment Projection Worksheet - The Reserve

Type of District: **Mixed Use**
 Anticipated Creation Date: **2/12/2008**
 Valuation Date: **Jan. 1, 2008**
 Maximum Life (In Years): **20**
 Expenditure Period (In Years): **15**
 Revenue Periods/Final Rev Year: **19 2028**
 End of Expenditure Period: **2/12/2023**
 Latest Termination Date: **2/12/2028**
 Eligible for Extension/No. of Years: **Yes 3**
 Eligible Recipient District: **No**

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 (Thereafter):

Apply Inflation Factor to Base?

Discount Rate 1 for NPV Calculation: **4.50%**
 Discount Rate 2 for NPV Calculation: **6.50%**

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	10,700,000	2017	0	10,700,000	2018	16.38	175,251	
10 2017		2018	53,500	10,753,500	2019	16.38	176,127	
11 2018		2019	53,768	10,807,268	2020	16.38	177,008	
12 2019		2020	54,036	10,861,304	2021	16.38	177,893	
13 2020		2021	54,307	10,915,610	2022	16.38	178,782	
14 2021		2022	54,578	10,970,188	2023	16.38	179,676	
15 2022		2023	54,851	11,025,039	2024	16.38	180,575	
16 2023		2024	55,125	11,080,165	2025	16.38	181,478	
17 2024		2025	55,401	11,135,565	2026	16.38	182,385	
18 2025		2026	55,678	11,191,243	2027	16.38	183,297	
19 2026		2027	55,956	11,247,199	2028	16.38	184,213	
10,700,000							547,199	120,687,082
Future Value of Increment								1,976,686

ACTUAL PROJECTED





Year	Revenues				Expenditures						Balances		Project Cost Principal Outstanding	Year			
	Tax Increment Projection	Investment Earnings	Capitalized Interest 2009 Issue	City Property Sale	Total Revenues	Prin (8/1) Portion of TID #3	Est. Rate	Interest	Paying Agent	BAB Fee	Less BAB Rebate	Dermond Development Incentive			Total Expenditures	Annual	Cumulative
2008		0.50%	0		0		1.23%						0	0	0	85,741	2008
2009		0	10,533		10,533	0	4,598	400	400		(1,609)		3,489	10,533	10,533	85,741	2009
2010		53			53	0	4,649	400	400		(1,627)		3,522	(3,436)	7,097	85,741	2010
2011		35			35	0	4,649	400	400		(1,627)		3,522	(3,487)	3,610	85,741	2011
2012		18			18	0	4,649	400	400		(1,627)		3,522	(3,504)	106	85,741	2012
2013		1			1	0	4,649	400	400		(1,627)		3,522	(3,522)	(3,415)	85,741	2013
2014		(17)			(17)	0	4,649	400	400		(1,497)		3,652	(3,669)	(7,085)	85,741	2014
2015		(35)			(35)	1,851	4,000%	4,649	400	100	(1,473)		5,503	(5,538)	(12,623)	83,890	2015
2016		(63)			(63)	3,084	4,500%	4,575	400	100	(1,473)		6,686	(6,749)	(19,373)	330,806	2016
2017		(97)			(97)	3,084	4,750%	4,437	400	100	(1,429)		6,592	(6,689)	(26,062)	327,722	2017
2018	175,251	(130)			175,121	3,701	5,000%	4,290	400	100	(1,381)	83,333	90,443	84,678	58,616	240,688	2018
2019	176,127	293			176,420	4,318	5,000%	4,105	400	100	(1,322)	83,333	90,934	85,486	144,102	153,036	2019
2020	177,008	721			177,728	4,955	5,000%	3,889	400	100	(1,252)	83,333	91,405	86,324	230,426	64,768	2020
2021	177,893	1,152			179,045	5,552	5,000%	3,642	400	100	(1,173)		8,521	170,524	400,950	59,217	2021
2022	178,782	2,005			180,787	6,785	5,100%	3,365	400	100	(1,083)		9,567	171,221	572,170	52,431	2022
2023	179,676	2,861			182,537	7,402	5,300%	3,019	400	100	(972)		9,949	172,588	744,758	45,029	2023
2024	180,575	3,724			184,299	8,019	5,600%	2,627	400	100	(846)		10,300	173,999	918,757	37,010	2024
2025	181,478	4,594			186,071	8,327	5,750%	2,177	400	100	(701)		10,304	175,768	1,094,525	28,683	2025
2026	182,385	5,473			187,858	8,944	5,750%	1,699	400	100	(547)		10,596	177,262	1,271,787	19,739	2026
2027	183,297	6,359			189,656	9,561	6,000%	1,184	400	100	(381)		10,864	178,792	1,450,579	10,178	2027
2028	184,213	7,253			191,466	10,178	6,000%	611	400	100	(197)		11,092	180,374	1,630,953	0	2028
Total	1,976,686	34,197	10,533	0	2,021,416	85,741		67,465	7,600	1,900	(22,243)	250,000	390,463	1,630,953			

Projected TID Closure

NOTES:
 Assumes use of \$1.5 M of original borrowed funds plus proportionate share of remaining projects.
 The Reserve Property Development equals 1.57% of TID, or 85,741 of the initial borrowed amount.
 Combination of The Reserve Development Incentive and proportionate share of projects amounts to 335,741



TIF Incentive Calculation Worksheet

1.	Base Improvement Value		\$254,900
2.	Site Repair and Demolition		\$133,827
3.	Total Costs of Gap	(Line 1 + Line 2)	\$388,727
4.	New Development Value		\$10,000,000
5.	5% Incentive (Net Improvement Value)	(Line 4 – Line 1 multiplied by .05)	\$487,255
6.	Total City Incentive = Gap 5% Incentive	(Line 3 + Line 5)	\$875,982

Note: Line 4 must exceed Line 1 by \$1,500,00 to be eligible

Fax key number: 140270201500
 Property address: 6835 W Mequon Rd
 County: Ozaukee
 Owner name: Lakeside Development Company 1986
 Owner address: 1500 W Market St Ste 200
 Mequon, WI 53092

Legal description:
 0827116 LC0827114 PART NW NE 5.35 ACS
 COMM 330 FT S OF NE COR BEING #284 CSM
 LOT 1 VOL 1/512 ALSO PART NW NE COMM 296
 FT S NW COR NE TH S 303 FT E 328 FT N 301
 FT W 328 FT POB SEC 27 T 9 R 21

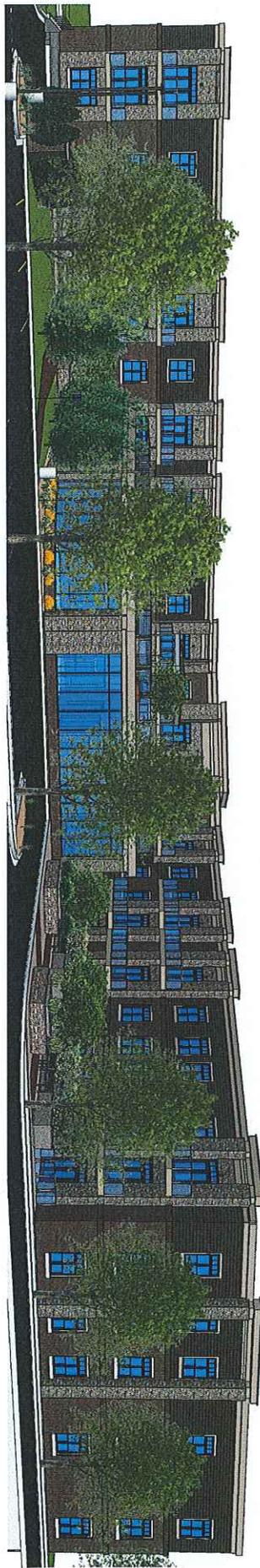
Twn-Rge-Sec-Ctr-QC: - - 27 - -
 Block-Lot / Acres: - / 5.350
 Neighborhood: West Mequon Road
 Nighbnd group: Commercial
 Zoning:
 Flood plain?
 Districts:
 Mequon - 4999
 Aldermanic 4
 Leased Commercial
 School 3479
 TIF 1403
 MATC

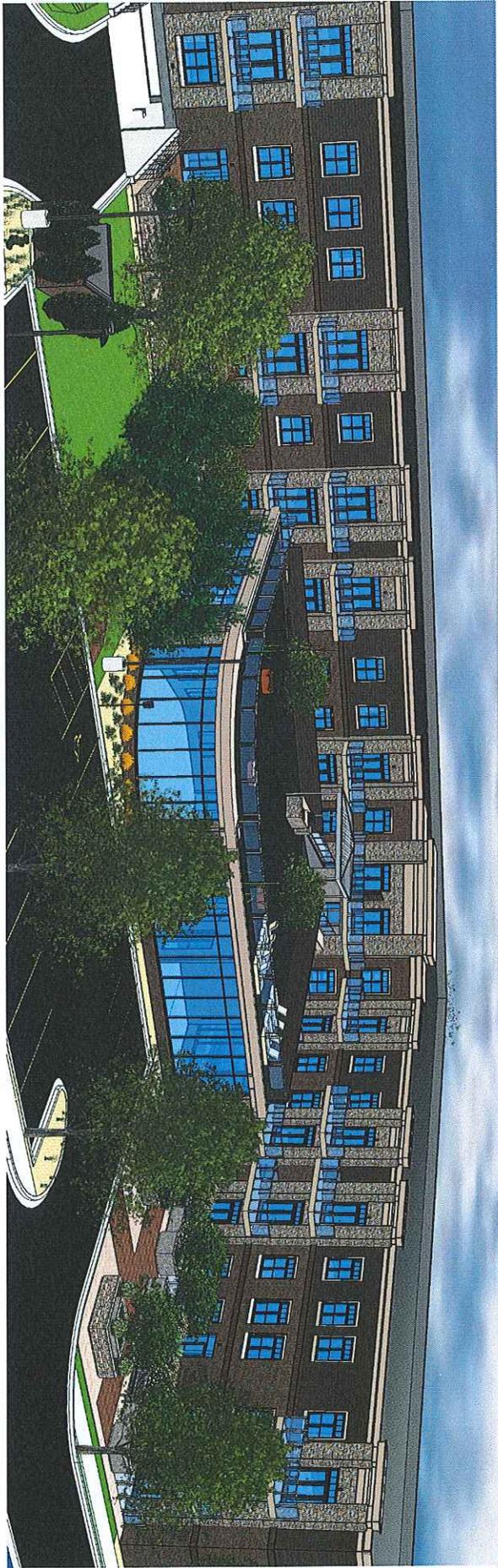
Traffic: Heavy
 Water: City water
 Sanitary: Sewer

Assessment History					
Year	Tax Class	Reasons for Change	Acres	Land	Improvements
2015	Commercial		5.350	\$1,286,300	\$254,900
		Totals	5.350	\$1,286,300	\$254,900
2014	Commercial		5.350	\$1,286,300	\$254,900
		Totals	5.350	\$1,286,300	\$254,900
2013	Commercial		5.350	\$1,286,300	\$254,900
		Totals	5.350	\$1,286,300	\$254,900
2012	Commercial		5.350	\$1,286,300	\$254,900
		Totals	5.350	\$1,286,300	\$254,900
2011	Commercial		5.350	\$1,286,300	\$254,900
		Totals	5.350	\$1,286,300	\$254,900
2010	Commercial		5.350	\$1,286,300	\$254,900
		Totals	5.350	\$1,286,300	\$254,900
2009	Commercial	Revalue, Open Book Adjustment, Rev:	5.350	\$1,286,300	\$254,900
		Totals	5.350	\$1,286,300	\$254,900
2008	Commercial		5.350	\$375,600	\$646,700
		Totals	5.350	\$375,600	\$646,700
2007	Commercial		5.350	\$375,600	\$646,700
		Totals	5.350	\$375,600	\$646,700
2006	Commercial		5.350	\$375,600	\$646,700
		Totals	5.350	\$375,600	\$646,700
2005	Commercial		5.350	\$312,500	\$646,700
		Totals	5.350	\$312,500	\$646,700
2004	Commercial		5.350	\$312,500	\$646,700
		Totals	5.350	\$312,500	\$646,700
2003	Commercial		5.350	\$312,500	\$646,700
		Totals	5.350	\$312,500	\$646,700
2002	Commercial		5.350	\$312,500	\$646,700
		Totals	5.350	\$312,500	\$646,700

TIF Information
"The Reserve" 6835 W. Mequon Rd.

Demolition & Concrete Removal	\$98,240
Site Clearing & Grubbing	\$12,144
Asbestos Abatement	\$20,357
Environmental Assessment	\$1,638
Well Abandonment	\$1,448
Total	\$133,827





DEVELOPMENT AGREEMENT

This Development Agreement is made as of the 10th day of May, 2016, by and among the City of Mequon, Wisconsin, a Wisconsin municipal corporation (“City”) and P2 Development Company (“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.

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) “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: P2 Development Company, 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, 2017, 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, 2017.

(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 June 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 \$250,000. 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 June 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 August 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 August 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 \$250,000, 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 \$10,000,000, 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.

-Unless this obligation is terminated under the previous sentence, City shall reduce 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 48% 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 "48% Limit"). Therefore, if there is insufficient Available Tax Increment in any year, to pay the Scheduled Payment out of 48% of the Available Tax Increment, the deficiency shall be deemed a "Shortfall" except as provided in section 12 below. If in a later year, 48% of the Available Tax Increment is greater than the regularly Scheduled Payment, the amount in excess of the Scheduled Payment but not exceeding the 48% 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 \$10,000,000 (the "Minimum Value") in and for tax year 2018 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. _____ of the Mequon Common Council adopted on May 10, 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

Attachment: TIDIncentiveDA05.10.16 (RESOLUTION 3380 : P2 Development TC TID Incentive)

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
P2 Development Company
Attn: Robert Bach

With a copy to:

Attachment: TIDIncentiveDA05.10.16 (RESOLUTION 3380 : P2 Development TC TID Incentive)

(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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Dated at Mequon, Wisconsin this _____ Day of _____, 2016.

CITY OF MEQUON

Daniel Abendroth, Mayor

William H. Jones, Jr., Clerk

OWNER/DEVELOPER:

P2 Development Company

By: _____
Roberty Bach

By: _____

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Attachment: TIDIncentiveDA05.10.16 (RESOLUTION 3380 : P2 Development TC TID Incentive)

EXHIBIT A: Property Location

Attachment: TIDIncentiveDA05.10.16 (RESOLUTION 3380 : P2 Development TC TID Incentive)

EXHIBIT B: Approved Plan Set

Attachment: TIDIncentiveDA05.10.16 (RESOLUTION 3380 : P2 Development TC TID Incentive)

EXHIBIT C: Required Off-Site Improvements

Attachment: TIDIncentiveDA05.10.16 (RESOLUTION 3380 : P2 Development TC TID Incentive)

EXHIBIT D: Fast Track Improvement Costs

Attachment: TIDIncentiveDA05.10.16 (RESOLUTION 3380 : P2 Development TC TID Incentive)

EXHIBIT E: Special Assessments

Attachment: TIDIncentiveDA05.10.16 (RESOLUTION 3380 : P2 Development TC TID Incentive)

EXHIBIT F: MOU of Development Agreement

Attachment: TIDIncentiveDA05.10.16 (RESOLUTION 3380 : P2 Development TC TID Incentive)

EXHIBIT G: City-Owned Improvements

Attachment: TIDIncentiveDA05.10.16 (RESOLUTION 3380 : P2 Development TC TID Incentive)

APPOINTEE INFORMATION SHEET

Name of Board or Commission: Ethics Board

Position: Member
(Indicate Member, Trustee, Alternate, Architect, etc).

Name of Appointee: Harold Nonken

Address: 2117 West Norfolk Court (53092)
(Include zip code)

Appointment By Mayor: _____ By Alderman X
(Name)

At Large Appointment: _____ Aldermanic
Dist. Appointment 7
(Dist. Number)

Appointee Term Length: Fulfilling two years of a 3 year term/ 3 years Appointee Term Expiration Date: 5//1/2018

Comments: Mr. Nonken has previously served on the Ethics Board. Fulfilling a vacant position.

TYPE OF APPOINTMENT

New: X Reappointment: _____

If new, is this appointment filling an unexpired term? Yes: X No: _____

Name of person being replaced: Vacant

Date submitted to Council: May 10, 2016

Attachment: Aldermanic Appt. Ethics Board (1640 : Aldermanic Appointment)