



11333 N. Cedarburg Rd 60W
Mequon, WI 53092-1930
Phone (262) 236-8150
Fax (262) 238-1580

E-Mail mequonwater@ci.mequon.wi.us

www.ci.mequon.wi.us

WATER UTILITY

**Mequon Municipal Water Utility Commission
May 17, 2016 at 6:00 pm
Christine Nuremberg Hall, Mequon City Hall**

Agenda

1. Call to Order, Roll Call
2. Minutes of October 27, 2015
Action Requested: Approve Minutes
3. Acknowledgement of the Utility Achievement Award Special Project for the Village of Bayside Communications 2015 from the Wisconsin Water Association to the Mequon Water Utility
Action Requested: None
4. Deferral Request: 9805 Cedarburg Road Land Division
Action Requested: Grant or Deny Requested Deferral Request
5. New Development Limitations – Water Supply Contract
Action Requested: None
6. Beechwood Farms/East Side Water Trusts Connection
Action Requested: Direction to Staff
7. Manager's Report
Action Requested: None
8. Adjourn

**CITY OF MEQUON
WISCONSIN

**MUNICIPAL WATER UTILITY COMMISSION
MINUTES
October 27, 2015**

1. The meeting was called to order at 9:05 p.m. with Mayor Abendroth, Alderman Strzelczyk, Alderman Pukaite, Alderman Mayr, Alderman Leszczynski, Alderman Gierl, Alderman Hawkins, Alderman Nerbun and Alderman Adams present.

Also present was City Administrator Jones, Assistant City Administrator Thyges, Director of Public Works/City Engineer Lundeen, Finance Director Watson, Assistant Finance Director Rudychev, Water Utility Manager/City Water LLC President Mike Rau, Water Utility/City Water LLC Director of Operations Jim Voigt and Administrative Secretary Kress.

2. The minutes of the June 2, 2015 Municipal Water Utility Commission meeting were moved for approval by Ald. Pukaite, seconded by Ald. Mayr, and unanimously approved by the Commission as written.
3. Director of Public Works/City Engineer presented the 2016 Water Utility Budget for the Commission's review. Staff and the Commission discussed the Utility's growth and infrastructure.

Following discussion, it was moved by Ald. Strzelczyk, seconded by Ald. Adams, and the Municipal Water Utility Commission unanimously approved the 2016 Water Utility Budget.

4. There being no further business to conduct, the meeting was unanimously adjourned at 9:13 p.m.



11333 N. Cedarburg Rd 60W
Mequon, WI 53092-1930
Phone (262) 236-2938
Fax (262) 242-9655

www.ci.mequon.wi.us

ENGINEERING DEPARTMENT

TO: Water Utility Commission
FROM: James Keegan, Deputy Director of Engineering
DATE: May 9, 2016
SUBJECT: Deferral Request: 9805 Cedarburg Road Land Division

Background:

The property owner is proposing a four lot land division of the property located at 9805 Cedarburg Road. As a condition of Planning Commission approval of the land division, staff would recommend that connection to public water be required for the four new lots. The City may require connection to the water utility for new residential developments.

In 2004, the property that spans from Arrowwood Road to Cedarburg Road was divided into four parcels. At that time a Water Services Deferral Agreement was entered into between the property owner and We Energies. Section 1.2 of the Agreement states that "should the Development be subdivided into three (3) or more lots, this agreement shall be null and void and the Developer shall connect the Development to the We Energies Water Utility System as soon as practicable, unless agreed upon by the parties." There was one home built on lot three of the CSM.

The property owner, Fred Bersch, has requested a deferral of the requirement for connection to public water main citing economic hardship. The existing lot is located 4,500 feet away from the nearest water main, which is located at the intersection of Cedarburg Road and Donges Bay Road.

Analysis:

Public water connection is available for the potential development at the intersection of Cedarburg Road and Donges Bay Road, approximately 4,500 feet to the north. While the increase of four potential customers will not result in a large impact on the utility, it does provide additional access for future connections along Cedarburg Road and the residential development to the west that are primarily serviced by private wells.

Fiscal Note:

The Water Utility benefits from an increase in customer base. The extension of public water main is subject to the Mequon Water Utility Customer Connection Rules. The Connection Rules detail the connection charges and eligible revenue credits for the site.

Recommendation:

The Water Utility Commission may grant the deferral of water connection based upon the following:

- Due to the length, installation of a public water main will be costly and not practical for a three lot development.
- Although there is benefit in the extension of the water main to provide service to additional customers, the extension would not otherwise provide looping of the water main or other system benefits.

If the Water Utility Commission elects to grant a deferral for the property, the deferral should be contingent upon:

- Recordation of a land division
- Approval and recordation of a Deferral Agreement

Attachments: April 4, 2016 Letter from Fred Bersch, Owner
October 8, 2005 Water Services Deferral Agreement
Proposed 4 Lot CSM
Template Water Deferral Agreement



April 4, 2016

Kristen Lundeen
Director of Public Works/City Engineer
City of Mequon
11333 N. Cedarburg Road
Mequon, WI 53092

Dear Kristen:

James Keegan asked me to send some additional information regarding my request for private wells for water service for the development of 9805 N. Cedarburg Road, Lot 4 of CSM 3524.

We do not believe that the construction of only one home on the 8 acre parcel is in the best interest of the City of Mequon. Therefore we are requesting a water deferral for the development of the parcel in accordance with the City of Mequon Master Plan.

When the original CSM was recorded in November 2004, the 8 acre parcel contained numerous commercial structures and was served by a private well. Since that time those buildings have been removed, the site has been cleared and cleaned up including the supervised removal of contaminated soils. We are now proposing a four lot CSM for residential development in accordance with the City of Mequon Zoning and Master Plan.

We agree that the development of a water service infrastructure in the City of Mequon is important as the City expands. However, this is a very small redevelopment site in an older and established portion of our community that is well served by private wells. As a developer in Mequon I have personally participated in the extension of water service infrastructure on several occasions. This is not a similar condition to those developments.

This 8 acre parcel cannot bear the burden of extending the water main 4,700 feet off-site plus nearly 1,400 feet on-site. Mike Rau's letter indicates a budgetary cost of \$456,250 for the off-site main. He also says that he understands that we may request a deferral from the Mequon Water Utility Commission.

Based on four lots, that is a budget for off-site utility costs of \$114,062.50 per lot.

Mr. Rau's letter indicates that there may be 20 buildings that may connect at some future time. If all of the 20 buildings elected to connect immediately and paid an equal share of the \$456,250, the cost divided among the 24 lots would be \$19,010 each. This cost does not include private laterals or connections. I am not aware of any lot owners or building owners in this area who want to spend this kind of money on water service.



COMMERCIAL REAL ESTATE BROKER
CONSTRUCTION CONSULTING

We recently drilled a well at 9823 N. Cedarburg Road that is 161' deep which has an abundance of good water. The total cost of the well system including drilling, casing, trenching, lateral, pump, tank, wiring etc. was \$6,832.00. A new home was recently constructed on a vacant lot on Willow Road with similar results.

With regard to the Water Services Deferral Agreement that was signed by We Energies as part of the 2004 CSM, we believe that it was anticipated that there would be further development in the future. It stated:

“should the development be subdivided into (3) or more lots, this Agreement shall be null and void and the developer shall connect the Development to the We Energies Water Utility System as soon as is practicable, unless agreed upon by the Parties. ”

Unfortunately connection is no more practicable or available now than it was on 9/24/04 when Mike Rau signed this agreement. After nearly 14 years we believe that it is reasonable to move forward with some additional development of this 8 acre parcel with private wells. Therefore we are requesting an updated agreement.

I look forward to meeting with the Utility Commission in the very near future so that we can proceed with the CSM at Planning Commission. Please give me a call so that we can address the next step.

Sincerely,
Bonnilake Real Estate, LLC

Frederick P. Bersch

Frederick P. Bersch
Manager

CC: James Keegan

0803898 - 1

WATER SERVICES DEFERRAL
AGREEMENT

Document Number

Document Title

0803898

RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
PORT WASHINGTON, WI
TXID: 6734

RECORDED ON
10/08/2004 10:15AM

REC FEE: 19.00
TRANS FEE: 0.00
PAGES: 5
EXEMPT #: 0

Recording Area

Name and Return Address *WE Energies*
~~Levy & Levy, S.C.~~
~~P.O. Box 127~~ E
~~Cedarburg~~ WI 53012 \$19

14-050-13-05-000*

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document.
Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, §9.43(2m) WRDA 3:99

WATER SERVICES DEFERRAL AGREEMENT

This Water Services Deferral Agreement (the "Agreement") is made by and between Wisconsin Gas Company (d/b/a We Energies) and Scott Heiden (the "Developer") (collectively, the "Parties," individually, a "Party").

WHEREAS, We Energies provides water utility service to the City of Mequon, Wisconsin (the "City"); and

WHEREAS, the Developer is proposing a development (the "Development") within the City on the parcel more fully described in Exhibit A, which is attached to and made a part of this Agreement; and

WHEREAS, the Parties agree that at this time, it is in the best interests of the Parties that the Development not be connected to the We Energies water utility system; and

WHEREAS, the Parties wish to have the Developer connect the Development to We Energies' water main water utility system once it reaches the Development.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

1. The Parties expressly agree that the Developer is obligated to connect to the We Energies water utility system pursuant to the existing franchise agreement between We Energies and the City (the "Franchise Agreement").
 - 1.1 Developer agrees not to seek a waiver from its obligation under the Franchise Agreement from the City during the term of this Agreement.
 - 1.2 Developer expressly agrees that the Development shall consist of no more than two (2) developable lots. Should the Development be subdivided into three (3) or more lots, this Agreement shall be null and void and the Developer shall connect the Development to the We Energies Water Utility System as soon as is practicable, unless agreed upon by the Parties.
2. The Parties expressly agree that the Developer will connect to We Energies water utility service when We Energies water utility service becomes available to the Development.
 - 2.1 We Energies shall provide notice to the Developer pursuant to Section 8 of this Agreement when We Energies water utility service is available to the development (the "Connection Notice"). Developer shall have six (6) months from the date of the Connection Notice (the "Connection Notice") to connect to the We Energies water utility system. The Connection Notice may be extended by mutual written agreement of the Parties.
 - 2.2 Developer shall pay to We Energies a contribution toward the construction of the We Energies water utility facilities (the "Contribution"). The exact amount of the Contribution shall be set forth by We Energies in the Connection Notice.
 - 2.3 The Developer may, at its sole discretion, choose to connect to the We Energies water utility system prior to the Connection Notice.

3. Developer shall be responsible for the construction of any service laterals from the We Energies water utility main to any homes within the Development.
4. We Energies shall provide to each home within the Development with one (1) water meter. Installation of said meter shall be the responsibility of the Developer.
5. The Parties expressly agree that this document shall be binding upon any successors, assigns and heirs of the Parties. It is the intention of the Parties that this document be recorded with the Ozaukee County Register of Deeds and that the obligations set forth in this document run with the specific properties within the Development.
6. We Energies shall provide water utility service to any customers located within the Development as a regulated public utility under the laws of the State of Wisconsin pursuant to the We Energies water utility tariff approved by the Public Service Commission of Wisconsin.
7. This Agreement shall remain in full force and effect unless terminated by mutual agreement of the Parties in writing.
8. Any notice sent in relation to this Agreement shall not be considered to be effective unless sent by Certified United States mail to the following addresses:

8.1 To We Energies:

General Manager - Water Services
We Energies
231 W. Michigan Street
Milwaukee, WI 53203

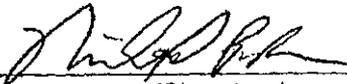
8.2 To Developer:

Either Party may change its address for notice by providing notice of said change to the other Party

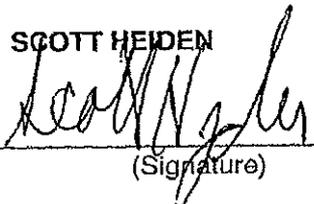
9. This Agreement shall be governed by and construed under the laws of the State of Wisconsin. The exclusive venue for any cause of action brought in relation to this Agreement shall be Milwaukee County Circuit Court, Milwaukee, Wisconsin.

10. This Agreement represents the complete understanding between the Parties and any amendment to this Agreement must be agreed to in writing by the Parties.

WISCONSIN GAS COMPANY

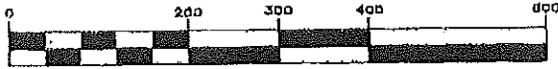
By: 
(Signature)
Name: Michael P. Han
(Type or Print)
Date: 9/29/04

SCOTT HEIDEN

By: 
(Signature)
Name : _____
(Type or Print)
Date: _____

CERTIFIED SURVEY MAP NO. _____

A DIVISION OF PART OF LOT 5, BLOCK 13, IN ASSESSOR'S PLAT, BEING A PART OF THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

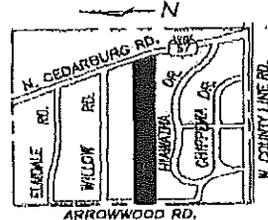


SCALE 1" = 200'

NSE

NORTH SHORE ENGINEERING, INC.
Consulting Engineers & Land Surveyors
11420 N. Port Washington Rd., Mequon, Wisconsin, 53092
(262) 247-2600 • FAX: (262) 247-5307

OWNER:
SCOTT HEYDEN
9805 N. CEDARBURG RD.
MEQUON, WI, 53092



LOCATION MAP

SE 1/4 SEC. 35-9-21
(SCALE 1"=2000')

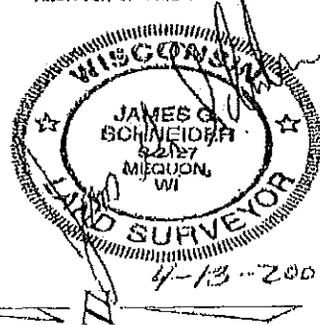
LEGEND

- - DENOTES 1.315"X18" STEEL PIPE WEIGHING 1.13 LBS. PER LINEAL FOOT (SET)
- - DENOTES STEEL PIPE (POUND)
- - DENOTES STONE MONUMENT FOUND
- △ - DENOTES REBAR FOUND

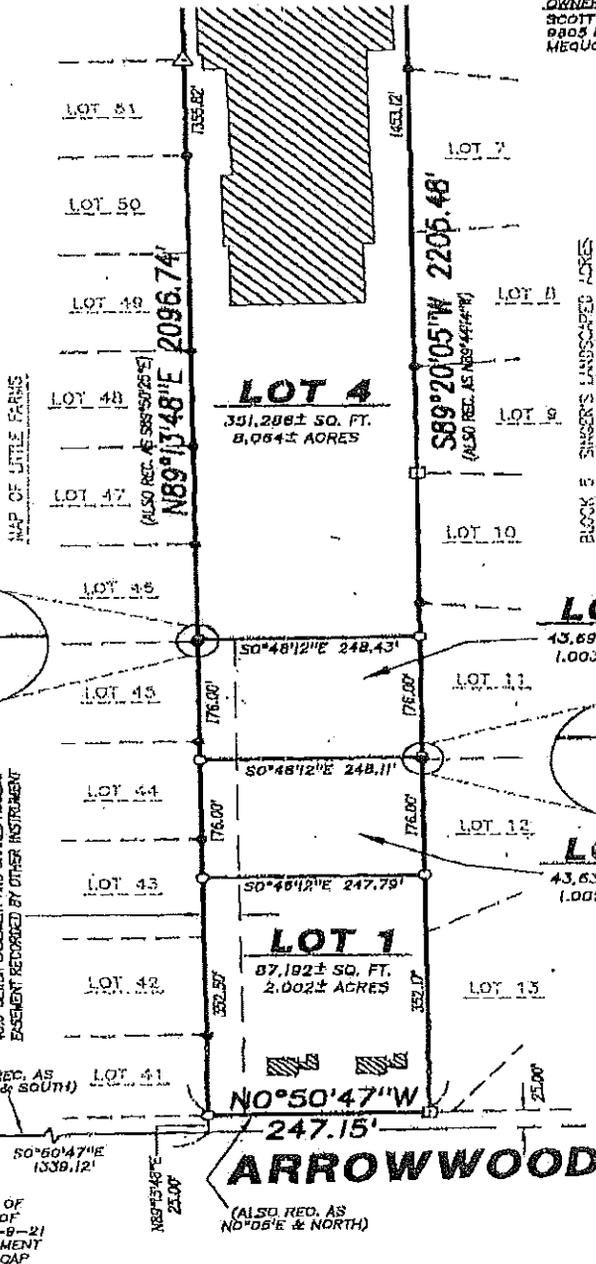
ALL BEARINGS REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (WEST LINE OF THE SE 1/4 OF SECTION 35-9-21 WHICH BEARS 50°50'47"E)

NOTE:

THE PROPERTIES CONTAINED IN THIS MAP ARE SUBJECT TO COMPLIANCE WITH THE WE ENERGIES DEFERRAL AGREEMENT, RECORDED AT THE OZAUKEE COUNTY REGISTER OF DEEDS



SOUTH LINE OF THE SE 1/4 OF SECTION 35-9-21



ARROWWOOD ROAD

NW CORNER OF THE SE 1/4 OF SECTION 35-9-21 CONG. MONUMENT WITH BRASS CAP

(ALSO REC. AS NO°05'E & NORTH)

SW CORNER OF THE SE 1/4 OF SECTION 35-9-21 ALUMINUM MONUMENT

THIS INSTRUMENT DRAFTED BY JAMES G. SCHNEIDER

SHEET 1 OF 5 SHEETS

CERTIFIED SURVEY MAP NO. _____

A REDIVISION OF LOT 4 OF CERTIFIED SURVEY MAP NO. 3524, BEING A PART THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN

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



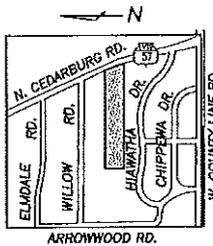
SCALE 1" = 200'



LEGEND

- - DENOTES 1.315"X18" STEEL PIPE WEIGHING 1.13 LBS. PER LINEAL FOOT (SET)
- - DENOTES 1.3" STEEL PIPE (FOUND)
- - DENOTES STONE MONUMENT FOUND
- () - DENOTES ALSO RECORDED AS

ALL BEARINGS REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (WEST LINE OF THE SE. 1/4 OF SECTION 35-9-21 WHICH BEARS S0°50'47"E)



LOCATION MAP

SE. 1/4 SEC. 35-9-21
 (SCALE 1"=2000')

NOTES:

1. CURRENT ZONING: R-4 (SUBURBAN RESIDENTIAL DETACHED DISTRICT)
2. THIS PROPERTY IS ALSO SUBJECT TO EASEMENTS OF RECORD.

SETBACK NOTE:

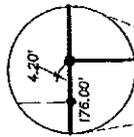
FRONT YARD = 100.0'
 REAR YARD = 20.0'
 SIDE YARD = 20.0'

OWNER:

SPIRIT LAKE INTERNATIONAL, LLC
 520 W. BONNIVELL RD.
 MEQUON, WI. 53097

HATCHING DENOTES EXISTING 40.0' SEWER EASEMENT AND SHARED ACCESS EASEMENT RECORDED BY OTHER INSTRUMENT

NW CORNER OF THE SE. 1/4 OF SECTION 35-9-21 CONG. MONUMENT WITH BRASS CAP (ALSO REC. AS S0°05'W & SOUTH)



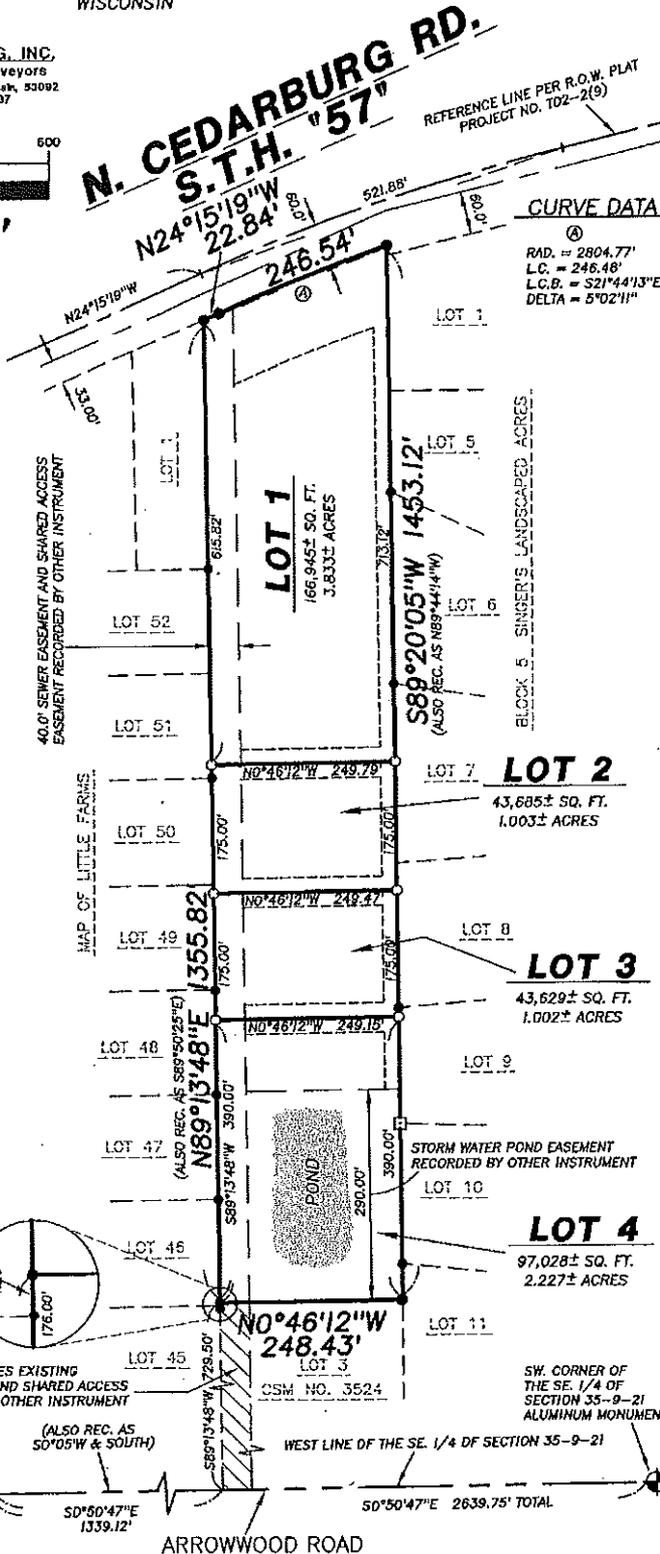
(ALSO REC. AS S0°05'W & SOUTH)

WEST LINE OF THE SE. 1/4 OF SECTION 35-9-21

S0°50'47"E 1339.12'

S0°50'47"E 2639.75' TOTAL

ARROWWOOD ROAD



CURVE DATA

④
 RAD. = 2804.77'
 L.C. = 246.48'
 L.C.B. = S21°44'13"E
 DELTA = 5°02'11"

BLOCK 5 SINGERS LANDSCAPED ACRES

REFERENCE LINE PER R.O.W. PLAT PROJECT NO. 102-2(9)

40.0' SEWER EASEMENT AND SHARED ACCESS EASEMENT RECORDED BY OTHER INSTRUMENT

MAP OF LITTLE FARMS

STORM WATER POND EASEMENT RECORDED BY OTHER INSTRUMENT

SW CORNER OF THE SE. 1/4 OF SECTION 35-9-21 ALUMINUM MONUMENT

CERTIFIED SURVEY MAP NO. _____

A REDIVISION OF LOT 4 OF CERTIFIED SURVEY MAP NO. 3524, BEING A PART OF THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

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

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

A redivision of Lot 4 of Certified Survey Map No. 3524, being a part the Southwest 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 35, Town 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of said 1/4 Section; thence $S0^{\circ}50'47''E$ (also recorded as $S0^{\circ}05'W$ and South) along the West line of said 1/4 Section, 1339.12 feet to the westerly extension of the South line of the "Map of Little Farms" a recorded subdivision and the North line of Certified Survey Map (CSM) No. 3524; thence $N89^{\circ}13'48''E$ (also recorded as $S89^{\circ}50'25''E$), along the South line of said subdivision and the North line of said CSM, 729.50 feet to the Northwest corner of Lot 4 of said CSM, said point also being the point of beginning of lands to be described; thence continuing $N89^{\circ}13'48''E$ (also recorded as $S89^{\circ}50'25''E$) along the South line of said subdivision and the North line of said Lot 4, 1355.82 feet to a point in the Westerly right of way line of N. Cedarburg Road-(S.T.H. "57"); thence $S24^{\circ}19'15''E$ along said West line, 22.84 feet to a point of curvature; thence Southeasterly along said West line, being the arc of a curve to the right (having a radius of 2804.77 feet, a chord of 246.46 feet, which bears $S21^{\circ}44'13''E$) 246.54 feet to a point in the Easterly extension of the North line of "Singer's Landscaped Acres" a recorded subdivision and the Southeast corner of said Lot 4; thence $S89^{\circ}20'05''W$ (also recorded as $N89^{\circ}44'14''W$) along said subdivisions North line and the South line of said Lot 4, 1453.12 feet to the Southwest corner of said Lot 4; thence $N0^{\circ}46'12''W$ along the West line of said Lot 4, 248.43 feet to the point of beginning.

Said lands containing 8.064 acres of land, more or less.

That I have made such survey, land division, and plat at the direction of Spirit Lake International, LLC, OWNER of said lands.

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

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

James G. Schneider S-2127

This instrument was drafted by James G. Schneider

CERTIFIED SURVEY MAP NO. _____

A REDIVISION OF LOT 4 OF CERTIFIED SURVEY MAP NO. 3524, BEING A PART OF THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

CORPORATE OWNER'S CERTIFICATE

I, Frederick Bersch (Member) of Spirit Lake International, LLC, OWNER, do hereby certify: THAT, I have caused the lands described in the foregoing certificate of James G. Schneider, Surveyor, to be surveyed, divided and mapped.

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

Witness

Frederick Bersch (Member)

STATE OF WISCONSIN)
OZAUKEE COUNTY }^{ss}

PERSONALLY came before me on this _____ day of _____, 20__ the above named Frederick Bersch (Member) to me known to be the person who executed the foregoing certificate and acknowledged the same.

Notary Public

My Commission expires _____

CITY OF MEQUON PLAN COMMISSION APPROVAL

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

Chairman

Secretary

This instrument was drafted by James G. Schneider

WATER SERVICES DEFERRAL AGREEMENT

This Water Services Deferral Agreement (the "Agreement") is made by and between the City of Mequon (d/b/a the "City") and _____ (the "Developer") (collectively, the "Parties," individually, a "Party").

WHEREAS, the Developer is proposing a commercial building (the "Development") at _____; and

WHEREAS, the Parties agree that at this time, it is in the best interests of the Parties that the Development not be connected to the City of Mequon water utility system; and

WHEREAS, the City reserves the right to require a connection to the water utility system with a change in use or extension of adjacent service.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

1. The Parties expressly agree that the Developer is obligated to connect to the City of Mequon water utility system pursuant to the existing referendum (the "Referendum").
 - 1.1 Developer agrees not to seek a waiver from its obligation under the Referendum from the City during the term of this Agreement.
 - 1.2 Developer expressly agrees that the Development shall be constructed and used in compliance with the use and building site plan approval granted by the City Planning Commission on _____. Should the use change result in a condition such that continuous use of a private well will negatively impact adjacent properties, this Agreement shall be null and void and the Developer shall connect the Development to the City of Mequon Water Utility System as soon as is practicable, unless agreed upon by the Parties.
2. The Parties expressly agree that in the event the Developer is required to connect to the City of Mequon Water Utility, the cost to install the service lateral is the sole responsibility of the Developer.
 - 2.1 The City of Mequon shall provide notice to the Developer pursuant to Section 6 of this Agreement if a service connection is required for the development (the "Connection Notice"). Developer shall have six (6) months from the date of the Connection Notice to connect to the City of Mequon water utility system.
 - 2.1.1 The Connection Notice may be extended by mutual written agreement of the Parties.

Return to:

City of Mequon
Director of Public Works/City Engineer
Mequon City Hall
11333 North Cedarburg Road 60W
Mequon, WI 53092

3. The City of Mequon Water Utility shall provide the Development with one (1) water meter. Installation of said meter shall be the responsibility of the Developer.
4. The Parties expressly agree that this document shall be binding upon any successors, assigns and heirs of the Parties. It is the intention of the Parties that this document be recorded with the Ozaukee County Register of Deeds and that the obligations set forth in this document run with the specific properties within the Development.
5. This Agreement shall remain in full force and effect unless terminated by mutual agreement of the Parties in writing.
6. Any notice sent in relation to this Agreement shall not be considered to be effective unless sent by Certified United States mail to the following addresses:

7.1 To the City of Mequon:

Director of Public Works/City Engineer
 City of Mequon
 11333 N. Cedarburg Road 60W
 Mequon, WI 53092-1930

7.2 To Developer:

Either Party may change its address for notice by providing notice of said change to the other Party

7. This Agreement shall be governed by and construed under the laws of the State of Wisconsin.
8. This Agreement represents the complete understanding between the Parties and any amendment to this Agreement must be agreed to in writing by the Parties.

CITY OF MEQUON

By: _____
 Signature

Name: _____
 Type or Print

Date: _____

Developer

By: _____
Signature

Name : _____

Date: _____

Mequon - Thiensville System
Existing / Unimproved Connections

AS OF YEAR END 2013

Standard Residential Size (in) 2.00

Project	Potential Service Connections	Average Service Connection Size (in)	Nominal Service Connection Size	Residential Equivalence per Connection	Total RE
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Existing Development as of Oct. 1998					
76th Street (Kings Crossing Connection)	0	0	2	1.0	0.0
Apple Orchard	35	1.5	2	1.0	35.0
Bayberry Fields	43	1.5	2	1.0	43.0
Cedar Gables	31	1.5	2	1.0	31.0
Cedar Ridge	29	1.5	2	1.0	29.0
Century Estates 2	47	1.5	2	1.0	47.0
Century Estates 3	105	1	2	1.0	105.0
Columbia Creek Condos	15	2	2	1.0	15.0
Columbia Creek Connection	0	2	2	1.0	0.0
Columbia Reserve	20	1.5	10	25.0	50.0
Columbia St. Mary's Hospital	2	10	2	1.0	2.0
Concord Place	57	1.5	2	1.0	57.0
Country Squires	27	1.5	2	1.0	27.0
Eastbrook Estates	17	1.5	2	1.0	17.0
East Mequon Corporate Park system	8	6	6	9.0	72.0
Elite Fitness	1	6	6	9.0	9.0
Elm St.	12	2	2	1.0	12.0
Freistadt Rd 2002	104	1.5	2	1.0	104.0
Gazabo Hills	126	1.5	2	1.0	126.0
Gebhardt Farms	33	1.5	2	1.0	33.0
Grasslyn Road	5	2	2	1.0	5.0
Greenbriar	5	4	4	4.0	20.0
Heritage Estates	4	4	4	4.0	16.0
Hidden Lake	7	2	2	1.0	7.0
Laurel Acres	94	1	2	1.0	94.0
Other (transmission mains)	4	2	2	1.0	4.0
Marcus Corp	1	6	6	9.0	9.0
Magnolia - Residential part 1	3	1.5	2	1.0	3.0
Magnolia - Residential part 2	2	2	2	1.0	2.0
Mequon Water Utility	516	1.5	2	1.0	516.0
North Shore Heights	39	1.5	2	1.0	39.0
Other (transmission mains)	7	6	6	9.0	63.0
Pavilion	21	1.5	2	1.0	21.0
Pine Ridge	1	4	4	4.0	4.0
Port Washington Rd - Highland Rd.	0	0	2	1.0	0.0
Port Washington Rd - 143 Crossing	1	4	4	4.0	4.0
Port Washington Rd - Zedler Ln	1	4	4	4.0	4.0
Port Washington Kings 2000 (1)	3	4	4	4.0	12.0
Port Washington Kings 2000 (2)	2	2	2	1.0	2.0
Range Line Hills	25	1.5	2	1.0	25.0
Range Line Terrace	9	1.5	2	1.0	9.0
Range Line Valley	75	1.5	2	1.0	75.0
River Glen	49	1.5	2	1.0	49.0
River Ridge	45	1.5	2	1.0	45.0
Stonefields	120	1.5	2	1.0	120.0
Stratford Place	8	1.5	2	1.0	8.0
GSM Clinic	1	2	2	1.0	1.0
Concordia University	1	6	6	16.0	16.0
MATC	1	6	6	9.0	9.0
Wisconsin Lutheran Seminary	1	4	4	4.0	4.0
Ville du Parc	590	1.5	2	1.0	590.0
Total Existing RE					2604.0

New Development as of Oct. 1998					
Aster Woods	16	2	2	1.0	16.0
Concord 19 LLC, phase 1	59	2	2	1.0	59.0
Concord 19 LLC, phase 2	35	2	2	1.0	35.0
Donges Bay Corporate Park	8	6	6	9.0	72.0
Heron Pond	16	2	2	1.0	16.0
Hidden Creek phase 1	11	2	2	1.0	11.0
Hidden Creek phase 2	7	2	2	1.0	7.0
Hidden Reserve, phase I	16	2	2	1.0	16.0
Hidden Reserve, phase II	15	2	2	1.0	15.0
Hidden River	43	2	2	1.0	43.0
Kings Crossing	5	2	2	1.0	5.0
Meadomere	1	8	8	16.0	16.0
Mequon Business Park 2	17	6	6	9.0	153.0
Mequon Court II	1	8	8	16.0	16.0
Mequon Senior Housing	1	6	6	9.0	9.0
Newcastle Carriage Homes	16	2	2	1.0	16.0
Newcastle Estates	1	6	6	9.0	9.0
Newport Commercial	2	6	6	9.0	18.0
Port Washington Road 2001 (1)	1	8	8	16.0	16.0
Port Washington Road 2001 (2)	5	2	2	1.0	5.0
Preserve @ Glen Oaks	15	2	2	1.0	15.0
River Birch (Wally Lange)	9	2	2	1.0	9.0
River Trace Condo's	2	6	6	9.0	18.0
Roundy's Metro Mart	1	6	6	9.0	9.0
Stone Creek Farms	7	2	2	1.0	7.0
Sunnydale east of Oriole	1	2	2	0.3	0.3
Whitetail Woods	7	2	2	1.0	7.0
Willowbrook Senior Housing	1	8	8	16.0	16.0
Winding Hollow Phase 1	10	2	2	1.0	10.0
Winding Hollow Phase 2	4	6	6	9.0	36.0
Winding Hollow Phase 3	3	2	2	1.0	3.0
Sommers Pontiac Buick (Car Wash)	1	4	4	4.0	4.0
JCC Water Park	1	8	8	16.0	16.0
Rotary Park Ct	1	2	2	1.0	1.0
Mehia Retail (76th st)	1	6	6	9.0	9.0
Oriole Ln (Steve Peterson)	4	2	2	1.0	4.0
Other	5	2	2	1.0	5.0
Windsor Estates	24	2	2	1.0	24.0
Total New RE					746.3
Percent New Development					22%

Project	Actual Service Connections	Average Service Connection Size (in)	Nominal Service Connection Size	Residential Equivalence per Connection	Total RE
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Existing Development as of Oct. 1998					
76th Street (Kings Crossing Connection)	2	0	2	1.0	2.0
Apple Orchard	35	2	2	1.0	35.0
Bayberry Fields	43	1.5	2	1.0	43.0
Cedar Gables	31	1.5	2	1.0	31.0
Cedar Ridge	29	1.5	2	1.0	29.0
Century Estates 2	47	1.5	2	1.0	47.0
Century Estates 3	89	1	2	1.0	89.0
Columbia Creek Condos	15	2	2	1.0	15.0
Columbia Creek Connection	0	2	2	1.0	0.0
Columbia Reserve	20	1.5	2	1.0	20.0
Columbia St. Mary's Hospital	2	10	10	25.0	50.0
Concord Place	57	1.5	2	1.0	57.0
Country Squires	27	1.5	2	1.0	27.0
Eastbrook Estates	17	1.5	2	1.0	17.0
East Mequon Corporate Park system	6	6	6	9.0	72.0
Elite Fitness	1	6	6	9.0	9.0
Elm St.	7	2	2	1.0	7.0
Freistadt Rd 2002	10	1.5	2	1.0	10.0
Gazabo Hills	127	1.5	2	1.0	127.0
Gebhardt Farms	33	1.5	2	1.0	33.0
Grasslyn Road	4	2	2	1.0	4.0
Greenbriar	5	4	4	4.0	20.0
Heritage Estates	4	4	4	4.0	16.0
Hidden Lake	7	2	2	1.0	7.0
Laurel Acres Subdivision	94	1	2	1.0	94.0
Knightsbridge	32	2	2	1.0	32.0
Marcus Corp	1	6	6	9.0	9.0
Magnolia - Residential part 1	3	1.5	2	1.0	3.0
Magnolia - Residential part 2	2	2	2	1.0	2.0
Mequon Water Utility	516	1.5	2	1.0	516.0
North Shore Heights	39	1.5	2	1.0	39.0
Other (transmission mains)	58	2	2	1.0	58.0
Pavilion	7	6	6	9.0	63.0
Pine Ridge	21	1.5	2	1.0	21.0
Port Washington Rd - Highland Rd.	1	4	4	4.0	4.0
Port Washington Rd - 143 Crossing	0	0	2	1.0	0.0
Port Washington Rd - Zedler Ln	1	4	4	4.0	4.0
Port Washington Kings 2000 (1)	3	4	4	4.0	12.0
Port Washington Kings 2000 (2)	2	2	2	1.0	2.0
Range Line Hills	25	1.5	2	1.0	25.0
Range Line Terrace	9	1.5	2	1.0	9.0
Range Line Valley	71	1.5	2	1.0	71.0
River Glen	49	1.5	2	1.0	49.0
River Ridge	45	1.5	2	1.0	45.0
Stonefields	98	1.5	2	1.0	98.0
Stratford Place	8	1.5	2	1.0	8.0
GSM Clinic	1	2	2	1.0	1.0
Concordia University	3	8	8	16.0	48.0
MATC	1	6	6	9.0	9.0
Wisconsin Lutheran Seminary	1	4	4	4.0	4.0
Ville du Parc	590	1.5	2	1.0	590.0
Total Existing RE					2583.0

New Development as of Oct. 1998					
Aster Woods	12	2	2	1.0	12.0
Concord 19 LLC, phase 1	59	2	2	1.0	59.0
Concord 19 LLC, phase 2	19	2	2	1.0	19.0
Donges Bay Corporate Park	1	6	6	9.0	9.0
Heron Pond	15	2	2	1.0	15.0
Hidden Creek phase 1	12	2	2	1.0	12.0
Hidden Creek phase 2	9	2	2	1.0	9.0
Hidden Reserve, phase I	16	2	2	1.0	16.0
Hidden Reserve, phase II	9	2	2	1.0	9.0
Hidden River	32	2	2	1.0	32.0
Kings Crossing	5	2	2	1.0	5.0
Meadomere	1	8	8	16.0	16.0
Mequon Business Park 2	3	6	6	9.0	27.0
Mequon Court II	1	8	8	16.0	16.0
Mequon Senior Housing	1	6	6	9.0	9.0
Newcastle Carriage Homes	16	2	2	1.0	16.0
Newcastle Estates	1	6	6	9.0	9.0
Newport Commercial	1	6	6	9.0	9.0
Port Washington Road 2001 (1)	1	8	8	16.0	16.0
Port Washington Road 2001 (2)	5	2	2	1.0	5.0
Preserve @ Glen Oaks	14	2	2	1.0	14.0
River Birch (Wally Lange)	4	2	2	1.0	4.0
River Trace Condo's	1	6	6	9.0	9.0
Roundy's Metro Mart	1	6	6	9.0	9.0
Stone Creek Farms	7	2	2	1.0	7.0
Sunnydale east of Oriole	1	2	2	1.0	1.0
Whitetail Woods	4	2	2	1.0	4.0
Willowbrook Senior Housing	1	8	8	16.0	16.0
Winding Hollow Phase 1	10	2	2	1.0	10.0
Winding Hollow Phase 2	4	6	6	9.0	36.0
Winding Hollow Phase 3	3	2	2	1.0	3.0
Sommers Pontiac Buick (Car Wash)	1	4	4	4.0	4.0
JCC Water Park	1	8	8	16.0	16.0
Rotary Park Ct	1	2	2	1.0	1.0
Mehia Retail (76th st)	1	6	6	9.0	9.0
Oriole Ln (Steve Peterson)	4	2	2	1.0	4.0
Other	13	2	2	1.0	13.0
Lake Front Wildwood	2	2	2	1.0	2.0
Windsor Estates	24	2	2	1.0	24.0
Total New RE					509.0
Percent New Development					16.5%



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WATER UTILITY

TO: Water Utility Commission
FROM: Jim Voigt – Water Superintendent, Mequon Water Utility
DATE: May 11, 2016
SUBJECT: New Development Limitations – Water Supply Contract

Background:

When We Energies negotiated the original contract for water supply with the Milwaukee Water Works in 1998, there were several limitations to that service contract. This contract was assumed by the City of Mequon in 2009 when the City purchased the water system. One of the limitations addressed new development. The specific language is detailed below:

“Water service provided under the term of this agreement to undeveloped or unimproved properties (existing as of November 16, 1998, the date of the original agreement) shall be limited to twenty percent (20%) of total service connections. In counting the number of service connections to undeveloped or unimproved properties, a standard residential size connection shall count as one (1), and larger size connections shall be converted to the standard residential equivalent and be counted accordingly. (Example: 3” pipe has four (4) times the capacity of one and one-half inch (1.5”) pipe (based on cross-sectional area), therefore a three (3”) connection would count for four residential equivalents). We Energies shall provide annually to Milwaukee, on or before July 1 each year, a summary of these service connections.”

Analysis:

In the early years of the utility, We Energies primarily grew the water utility by marketing to - and interconnecting - the existing community well systems in the City of Mequon and Villages of Thiensville and Bayside. This established a large base of customers that existed prior to 1998.

The water utility is required to provide the Milwaukee Water Works with a summary of the percent of new growth connected to the utility annually. Our last calculation was for year end 2014 which showed that 16.5 percent of the utility was new growth. Since this calculation, the City has approved and connected several new subdivisions and commercial properties. The concern is that, for every new home that is connected to the Utility, 4 houses that existed prior to 1998 need to connect to the system in order to simply maintain the current percentage of new growth within the utility. For example, there are still over 1,000 water trust properties and several hundred on-main-not-using properties that could connect to the water system at this time.

The current course of growth in the Mequon Water Utility will exceed the limitations for new development on our water supply agreement in the near future, if we do not encourage existing homes to

also connect to the system. This is just a heads up that the Water Commission should consider this contractual impact. There are no consequences spelled out in the contract for exceeding this 20 percent. It could be considered a breach of contract but historically, PSC has not allowed a water supplier to pull its supply from a customer. This could impact the addition of a second supply connection to Milwaukee which has been contemplated in the 5 year capital plan of Mequon Water Utility. Additional information will be provided in a Water Utility Master Plan currently being conducted.



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ENGINEERING DEPARTMENT

TO: Water Utility Commission
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: May 10, 2016
SUBJECT: Beechwood Farms/East Side Water Trust Connection

Background:

A resident of the Beechwood Farms subdivision requested consideration of the Water Utility Commission to require connection of the private water trust to the public water main by exercising its right to do so as outlined by the Development Agreement. The resident request, development agreement and City Attorney legal opinion are attached to this document.

Staff requests the Water Utility Commission provide direction on the following issues/questions:

1. Should the City exercise its rights outlined in the development agreement to require water trusts to connect to the water utility when water is available? If so, what is the definition of "available" (i.e. on main vs. within 500 feet of an existing main)?
2. Should the Water Utility proactively educate homeowners on private water trusts regarding the availability and facts regarding the Water Utility?
3. Should the Water Utility poll the east side water trusts (Beechwood Farms, The Pines, Haddonstone, Wyngate Trace and/or Park Place) with respect to its interest in connecting to the Water Utility?
4. If a Homeowner's Association (HOA) petitioned the Water Utility for connection, what portion of participation would be required to provide connection?

Analysis:

When the City initiated the referendum regarding the purchase of the Water Utility, the referendum indicated that connection for existing development would be voluntary. Historically, the City has not required connection to the Water Utility for development that existed prior to the referendum.

Adding customers to the system benefits the Water Utility in terms of allocating fixed costs, increasing the revenue source, circulating water through the system and providing public fire protection (see correspondence from the Fire Chief, attached).

As outlined in the previous agenda item, the City's current contract with Milwaukee Water Works requires connection of homes constructed prior to 1998 in addition to new growth. Connecting private trusts to the system helps the utility meet that contractual requirement.

Fiscal Analysis:

Adding additional customers to the water utility aids in spreading the fixed costs of the utility over a larger customer base, keeping the proportionate cost lower. Please find attached Exhibit B from the

approved 2016 water budget regarding private water trusts, potential customer base and general cost estimates.

Recommendation:

Staff requests Commission consideration of proactive education. To ensure the document is educational and not promotional or a marketing piece, Staff would generate the piece and bring it to the Commission for approval prior to mailing.

If the Commission provides consideration of the poll, Staff requests direction on how the poll would be conducted. Options include, but are not limited to:

- Post card notification of a web based survey that residents complete online.
- Letter mailing with City addressed, postage paid postcard that residents mail to the City.

As with the educational piece, Staff will bring the poll mailing to the Commission for approval prior to delivery.

Kristen Lundeen

From: Brian C. Sajdak <brian@wrslegal.net>
Sent: Wednesday, March 09, 2016 10:21 PM
To: Pam Adams
Cc: Mayor; Will Jones; Kristen Lundeen
Subject: Re: Water Commission Question

All:

Here are my thoughts after reviewing the development agreement:

- 1) Clearly this agreement is valid and applies to both the City and the residents of Beechwood Farms. This is a contractual agreement which supersedes the language of the water referendum.
- 2) Clearly this agreement anticipated the development of a city water system and the potential to connect Beechwood Farms to it, and this agreement required Beechwood Farms to be designed accordingly.
- 3) The HOA is required to turn over the water system upon request, no questions asked. The issue, therefore, is upon whose request?

I agree with points 1 and 2. As for 3, it is my opinion after reviewing the entire agreement is that the upon request language means upon the City's request. With that in mind, the follow up question is:

- a) If at the City's request, what are the criteria for making such a request?

There are no specified criteria in the agreement. As such, the City's typical criteria for extending service would apply. Thus, because the City's system is a voluntary system and there is an existing system in the area, I suspect that any request would be made only if there was 100% buy-in from the residents. This is based upon the fact that there is an existing distribution system in the subdivision which would make it impossible for both the City to acquire that system and for certain residents to opt not to be served by the system. In addition, there are costs to bring water to the connection point. All of these factors would be, I suspect, weighed by the decision makers.

- 4) How involved should the City or Water Utility be in gauging potential customer interest within the HOAs and ensuring unbiased dissemination of pertinent information to those residents?

Again, because of the voluntary nature of the utility, the City and the Utility are not appropriately proactive in these situations. Instead, their appropriate roll is to be reactive to requests from HOA's.

On Feb 24, 2016, at 12:49 PM, Pam Adams <PAAdams@ci.mequon.wi.us> wrote:

- 1) Clearly this agreement is valid and applies to both the City and the residents of Beechwood Farms. This is a contractual agreement which supersedes the language of the water referendum.
- 2) Clearly this agreement anticipated the development of a city water system and the potential to connect Beechwood Farms to it, and this agreement required Beechwood Farms to be designed accordingly.
- 3) The HOA is required to turn over the water system upon request, no questions asked. The issue, therefore, is upon whose request?
 - a) If at the City's request, what are the criteria for making such a request?
 - b) If at the HOA's request, what constitutes such as request: action by the HOA leadership (whether or not in consultation with its residents) or requests from one or more residents of the HOA, notwithstanding HOA leadership's preference (and if so, how many residents is sufficient)?
- 4) How involved should the City or Water Utility be in gauging potential customer interest within the HOAs and ensuring unbiased dissemination of pertinent information to those residents?

Kristen Lundeen

From: Scott Franklin <scott@kohlerandfranklin.com>
Sent: Wednesday, October 21, 2015 7:34 PM
To: Pam Adams
Cc: Kristen Lundeen; Mayor; Jim Voigt
Subject: RE: Water Commission Question
Attachments: Development Agreement 426371.pdf

Alderman Adams,

Below is the e-mail exchange we had back in May regarding HOAs and city water service. I notice that this topic is not on the agenda for next week's Water Commission meeting, the first such meeting since our electronic discussion.

I have also attached the Development Agreement recorded back in 1989 between the City and the developer of Beechwood Farms. (I presume this standard document was used for many of the neighboring subdivisions as well.) Notice the following highlights of the Agreement:

- 1) Item 10. H. on Page 5 requires that "[t]he title to the water supply system **shall** be given in fee simple to the City of Mequon, **upon request**, and without recourse, and free and clear of all encumbrances." (emphasis added).
- 2) Item 15 on Page 6 binds this agreement to all successors of the parties involved.
- 3) Item 2 of Exhibit B refers to the water supply system and that it "**shall** be designed to be compatible with an existing or **future** City water system." (emphasis added)

The policy issues that need to be recognized and/or resolved are the following:

- 1) Clearly this agreement is valid and applies to both the City and the residents of Beechwood Farms. This is a contractual agreement which supersedes the language of the water referendum.
- 2) Clearly this agreement anticipated the development of a city water system and the potential to connect Beechwood Farms to it, and this agreement required Beechwood Farms to be designed accordingly.
- 3) The HOA is required to turn over the water system upon request, no questions asked. The issue, therefore, is upon whose request?
 - a) If at the City's request, what are the criteria for making such a request?
 - b) If at the HOA's request, what constitutes such as request: action by the HOA leadership (whether or not in consultation with its residents) or requests from one or more residents of the HOA, notwithstanding HOA leadership's preference (and if so, how many residents is sufficient)?
- 4) How involved should the City or Water Utility be in gauging potential customer interest within the HOAs and ensuring unbiased dissemination of pertinent information to those residents?

As I noted below, it would be disappointing if Mequon's water system could not provide capacity to Mequon residents because of the tremendous customer growth in Bayside. I again request that the Water Commission consider the issues I've identified and clarify the policy considerations as noted above.

Thank you,
-Scott Franklin

From: Scott Franklin
Sent: Thursday, May 21, 2015 2:26 PM
To: Pam Adams
Cc: Kristen Lundeen; Mayor; Jim Voigt
Subject: RE: Water Commission Question

Thank you for bringing this forward.

Kristen, Jim Voigt and I have had many discussions about this matter, and the consensus seems to be that the questions I've raised are policy/political issues above the utility's operational level (i.e., at the commission/council level).

The issue with letting the HOAs decide on their own is that one HOA's action/inaction can impact another HOA. And, within each HOA, there is no dissemination of pertinent information for a meaningful HOA-level discussion. Thus, city sponsored intervention is likely a better way to proceed.

I would be happy to meet with the commissioners to more fully explain my logic, if that would be helpful.

From: Pam Adams [<mailto:PAdams@ci.mequon.wi.us>]
Sent: Thursday, May 21, 2015 2:17 PM
To: Scott Franklin
Cc: Kristen Lundeen; Mayor
Subject: Re: Water Commission Question

Dear Scott,

Thank you for taking the time to write such a comprehensive letter concerning your new concept for the Mequon Water Commission.

We could certainly bring this item to the commission for discussion if you like. I will submit this to Kristen, our head engineer, for a future agenda. Personally, I think it is a matter for the HOA's to decide, not the water utility. I do believe you certainly deserve the right to bring it forth though.

I am copying this item to Kristen and Mayor Abendroth so we can get things started.

Sincerely,

Pam Adams
414-530-0990

On May 20, 2015, at 4:07 PM, Scott Franklin <scott@kohlerandfranklin.com> wrote:

Alderman Adams,

As a member of the Water Commission, I would like to ask for your and the other commissioners' consideration of holding a referendum to update the existing water connection ordinance. I believe the language of the prior referendum was overly broad. That language is as follows: **No existing owner or tenant of property on which is located habitable building improvements and which is not a utility user/customer as of the day prior to the day on**

which title to the Mequon Water Utility assets vest in the City of Mequon, shall be required to connect to the utility at any time.

I believe a simple additional sentence would solve the problem: *The foregoing prohibition shall not apply to owners or tenants of property which is connected to community/association water trusts/water systems.* This additional language would allow the City to require connection for any HOA water system, while those homes that are single, scattered properties will still be allowed to remain on wells.

The benefit of such a modification would allow “high density” connections to take place at a relatively low cost per house. In areas such as Beechwood, The Pines, Haddonstone, Park Place, Kennelworth, etc., in particular, several large associations could all be connected with relatively few “turns of the valves” and minimal additional infrastructure needs. Most of these systems are already interconnected or close to being interconnected, and it would be relatively easy to connect several hundred homes all at once and spread the connection costs out accordingly. It is unfortunate to see strong support and interest in Bayside for a much more expensive water project than what we should be experiencing in Mequon. Since Mequon owns the water system, I would like to see it benefit Mequon residents before other customers are brought on line.

The logic behind a referendum question is that although the city water utility staff is able to provide very good information about the pros and cons of city water, including connection and ongoing utility costs, they will not market to the HOAs. Some HOA boards/managers aren’t interested in city water for whatever reason despite strong interest from their “constituents”; they do not seek an advisory poll from their residents, so it truly is a case of a few calling the shots for the greater community. A citywide referendum would allow all residents to express an opinion on the topic. As more and more new areas in Mequon are built up and as more existing subdivisions are connected to city water, the large neighborhood well water trusts will become more of a minority property interest. This position will impact perceived, if not actual, property values and put the well watered areas at a disadvantage.

The development agreements for many of the subdivisions, including the Donges Bay areas, already require consideration of connecting to city water when available. This language predates the referendum and was intended to be used to connect the neighborhoods upon the highly likely availability of city water services. Thus, there may already be means to require connection under the existing ordinance language and recorded agreements. A further exploration of the legal obligations should be completed to determine how the ordinance and agreements interplay.

At a minimum, I believe city water staff should market the water utility more aggressively in those areas easily connected and to poll the impact residents in an advisory way just to see if the overall sentiment one way or the other matches the vocal supporters or opponents of city water.

I would be happy to forward this e-mail to the other members of the Water Commission at your request.

Thank you,

15-029-04-000.709

Articles of agreement made and entered into this 2 day of FEBRUARY, 1988, by and between Donald E. Read, W. Robert Read, Kenneth H. Read hereinafter called the Developer, and the City of Mequon, a municipal corporation of Ozaukee County, Wisconsin, hereinafter called the City.

WITNESSETH:

WHEREAS, the Developer desires to improve and develop certain lands located in the southeast quarter of the northwest quarter and the east half of the southeast quarter of Section 29, Range 22 east, Township 9 north, as described on attached Exhibit A, and for that purpose requires the installation of certain public improvements, and

WHEREAS, the Plan Commission did, on July 25, 1988 grant concept approval to the proposed development plan, and

WHEREAS, the City Engineer did on November 17, 1988, submit the City Engineer's report, attached hereto as Exhibit B identifying the public improvements and other conditions necessary to this development, and

WHEREAS, Section 236.13(2) of the Wisconsin Statutes and Section 3.06 of the Mequon Code of Ordinances provide that as a condition of approval, the City of Mequon shall require that the developer make and install or have made and have installed, any improvements reasonably necessary, and

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

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

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

1. The area to be improved shall consist of that area designated as Beechwood Farms in the proposed development plan granted concept approval by the Plan Commission.

2. Preliminary subdivision plat approval will be granted within 30 days of the completion of all the following:
Submittal by the Developer to the City Planner of a preliminary subdivision plat of the proposed development which meets all requirements of the Wisconsin Statutes and the Mequon Code of Ordinances, and which reasonably conforms to the development plan previously granted concept approval by the Plan Commission:

Submittal by the Developer of evidence, satisfactory to the City Engineer, that an adequate water supply can be provided for the proposed development and all interconnected subdivisions to the common water system in accordance with State of Wisconsin and City of Mequon standards.

3. The improvements required shall be as described on Exhibit B.

4. The Developer will, at his expense, have plans and specifications prepared for the aforesaid improvements and such plans and specifications shall be submitted to the City Engineer indicated in Exhibit C.

5. The Developer will contract for and have performed, at his expense, all of the improvements as described on Exhibit B. The City as a condition of final certification by the City Engineer, will require that copies of lien waivers from all contractors and/or material suppliers performing work or supplying materials for the installation of these improvements be filed with the City.

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6. The Developer will pay for all costs incurred by the City in the review of the engineering plans, inspection of the construction of the improvements, installation of street signs, and any other costs that may be incurred by the City in the installation of the improvements for this development. The Developer will pay the costs above enumerated within thirty (30) days after being billed by the City. Billing will be made periodically and/or monthly as the improvements are completed and as costs are incurred. Full cost will include labor, equipment, materials, engineering, inspection and overhead costs incidental to said work. Past due amounts on invoices generated by the City are subject to a one (1) percent penalty charge, computed from the date of the original invoice.

7. Upon certification by the City Engineer that all of the improvements enumerated in Exhibit B have been satisfactorily constructed or installed, inspected and found to be in compliance with City requirements, and that all other requirements of this agreement have been complied with, final subdivision plat approval will be granted by the Common Council. If the City and the Developer have mutually agreed upon a phasing plan for the development, final approval for each phase will be granted by the Plan Commission upon certification by the City Engineer that all requirements of this agreement pertinent to the phase in question have been complied with.

- A. The City Engineer shall only recommend final subdivision plat approval to the Plan Commission upon certification that all of the improvements enumerated in Exhibit B have been satisfactorily constructed or installed, completed and approved.
- B. Final subdivision plat approval shall only be recommended by the City Engineer, with the establishment of escrow accounts, for installation of the final asphalt surface course, street trees and minimal site restoration. All other improvements must be complete.
- C. The Department of Community Development shall schedule final subdivision plat approval recommendation to the Plan Commission only upon certification by the City Engineer that all the improvements have been constructed, installed and approved.

8. As a condition of final subdivision plat approval, the Developer will make payment in full of all special assessments outstanding against the property described in Exhibit A. As of November 16, 1988, the following special assessments are outstanding against this property:

\$40,733 + interest

9. As a condition of final subdivision plat approval, the requirements of Section 3.08 of the Mequon Code of Ordinances pertaining to the dedication of land for park, recreation and general open space needs generated by the development, or alternate methods in lieu of dedication, will be complied with in the following manner:

\$400 per new lot (108 new lots) = \$43,200

- 10. The following special provisions shall apply:
 - A. Easements are to be provided on the plat for the use of the Wisconsin Electric Power Company, Wisconsin Telephone Company, Cable T.V. and other utilities for provision of services. The developer shall provide proof of payment for installation prior to certified survey map recording.
 - B. Underground utility installations shall be made without any street pavement removal, unless otherwise specifically approved.
 - C. Not more than 20 percent of the total number of potential building permits for principal structures proposed in the development may be issued after city approval of gravel base but prior to the asphalt binder course. No temporary construction roads will be allowed. Building permit issuance shall be subject to Engineering Department approval and the City Engineer shall have the right to designate which units will be included in the 20 percent. The developer agrees and understands that the transfer of title to any lot and/or dwelling unit in the development may not take place until after final certification by the City Engineer that the terms of this agreement have been complied with and final subdivision plat is approved and recorded. No occupancy permit shall be issued nor shall any temporary occupancy be allowed prior to final certification by the City Engineer and final subdivision plat is approved and recorded.

- D. The title to all improvements and the land on which they stand, unless located within a dedicated public easement, shall be given in fee simple by the Developer to the City of Mequon, as provided by State Statutes, and without recourse, and free and clear of all encumbrances and with access provided from a dedicated street, where necessary.
- E. The improvements enumerated in Exhibit B shall be installed in strict accordance with the requirements of the City of Mequon and the City Engineer or his authorized representative, or as directed by said City Engineer; and shall be under and subject to constant inspection by the City Engineer or his representative.
- F. The Developer agrees that he shall be fully responsible for all improvement facilities and appurtenances thereto during the period of the improvement construction and that such damages as may occur to these facilities during this period shall be replaced or repaired by the developer.
- G. Those special provisions indicated on Exhibit D.
- H. The title to the water supply system shall be given in fee simple to the City of Mequon, upon request, and without recourse, and free and clear of all encumbrances.
- I. No topsoil shall be allowed to be commercially removed or sold from the subdivision or open space area of this development. The developer shall not disrupt topsoil where it is unnecessary.

11. The Developer shall not be released or discharged of its obligations assumed under this contract until final inspection and approval of all improvements above enumerated has been granted by the City Engineer in writing.

12. The Developer hereby agrees that the costs and value of said improvements will become an integral value of the abutting lots and that no future lot assessment will be made on the behalf of the Developer.

13. Provisions of this agreement which may specify design criteria for required improvements are subject to change by the City Engineer for the purpose of reflecting the most up-to-date design standards for required improvements. The design standards in effect at the time the plans are approved shall apply to all improvements for a period of two years.

14. Execution of this agreement shall be accepted by the City as adequate provision for improvements within the meaning of Section 236.13(2) of the Wisconsin Statutes.

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

EXHIBIT A

DEVELOPMENT AGREEMENT

Development Title - Beechwood Farms

DESCRIPTION OF AREA INCORPORATED IN THE SAID DEVELOPMENT:

LOCATED IN THE S.E 1/4 OF THE N.E. 1/4 AND THE
N.E. 1/4 AND S.E. 1/4 OF S.E. 1/4 ALL IN SECTION 29,
T9N, R22E, CITY OF MEQUON, OZAUKEE COUNTY,
WISCONSIN.

15-029-04-000.00
15-029-13-000.00

EXHIBIT B

CITY OF MEQUON

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WISCONSIN

DEPARTMENT OF PUBLIC WORKS

ENGINEERING DIVISION

CITY ENGINEER'S REPORT

DEVELOPMENT TITLE: BEECHWOOD FARMS

The proposed development plans granted concept approval by the Planning Commission has been reviewed by the Engineering Division of the Department of Public Works and this report is hereby submitted in accordance with the procedural requirements established by the Common Council.

The following public works improvements and conditions are necessary:

1. Sanitary Sewer System

- a. Installation of a sanitary sewer system designed to meet the ultimate needs of this development and all tributary areas, in accordance with the City's sanitary sewer system plan. Installation of one sanitary sewer lateral from the sanitary sewer main, to the property line for each proposed lot.
- b. Connection to the existing sanitary sewer shall be done in accordance with the City's specifications.

2. Water Supply System

Installation of a watermain for the proposed development with main, hydrants, valves and laterals to the lot line for each lot. The proposed system shall comply with applicable regulatory agencies. The system shall be designed to be compatible with an existing or future City water system.

3. Fire Protection Water Supply

Installation of a fire protection system to provide a minimum water supply of 500 gallons per minute for one hour. The type of system shall be approved by the Mequon Fire Chief. Any fire protection system utilizing the water system must be designed to meet the appropriate requirements of regulating agencies and must be tested upon completion to verify quantity and pressure available. In the event that 500 gallons per minute for one hour cannot be achieved, a fire cistern will also be required.

4. Grading

- a. Rough grading as necessary to establish lot grades in accordance with future building grades, topsoiling, seeding and mulch as required to all exposed ground to prevent erosion.
- b. The developer shall provide separate detail and soils analysis by a competent soils engineer for lots requiring fill. The results should be made available to the City engineering department.
- c. The grading plan shall indicate proposed finished yard grades. Certification will be required to within one foot of finish yard grade.

5. Storm Drainage System

- a. Installation and construction of a complete storm drainage system, including culverts, curb and gutter, storm sewer and/or open ditches as required to adequately drain the surface water from and through the development. Erosion protection and minimum velocity design shall be provided for in the storm drainage system design. All areas adjacent to existing and proposed roadways shall be restored to conform with the standard roadway cross-section.
- b. Additional considerations will be required on all ditch slopes exceeding five percent (5%). All roadside ditches or drainage easements shall have a minimum one percent (1%) slope. Areas less than one percent (1%) will require further analysis. The City will require storm sewer/underdrain or other approved drainage system.
- c. Six inch PVC sump lines must be installed to pick up sump drainage to all lots that do not have roadside ditches. All sump lines will discharge into storm sewer or to other mediums approved by the engineering department.

6. Erosion and Run-off Control

- a. Installation and construction of improvements in the proposed development shall be done in conformance with the City in cooperation with the Ozaukee County Land Conservation Guidelines (SCS) and Department of Natural Resources "Wisconsin Construction Site Best Management Practice Handbook," 1980, requirements, with respect to erosion and sedimentation control.
- b. The developer shall install the drainage system, including roads (unpaved but with gravel surface), first. The swale and ditches shall be sodded or planted with fast growing grasses immediately after excavation. Straw, hay bales or silt fences shall be placed in the drainage system as sediment traps.

- c. Excavated soil shall not be allowed to be piled near the drainage system.
- d. The surface of exposed bare soils should be protected by mulches or by temporary annual grasses.
- e. The developer shall follow the guidelines issued by the Wisconsin DNR, the University of Wisconsin-Extension or Soil Conservation Service (SCS) for control of construction site erosion and pollution. The developer will periodically inspect and maintain any measures utilized above.

7. Streets

- a. Construction of a twelve (12) inch road base consisting of seven (7) inches of No. 2 crushed stone and five (5) inches of 3/4 inch TB, for all new streets. The initial surface shall consist of two and one-half inches (2 1/2") of bituminous binder course. The roads shall be constructed to the City's typical cross-section.
- b. An additional one and one-half (1 1/2") inch asphalt surface course is to be placed in three years, or at such time mutually agreed upon in writing between the developer and the City Engineer. The developer shall provide an estimate of the final surface course and shall escrow funds with the City Treasurer in an appropriate secured and insured instrument, approved by the Treasurer.
- c. Any interest drawn during the period prior to the final asphalt surfacing shall remain in the account. After the surfacing is completed, any overage in the escrow account will go to the developer. Should the money in the account be inadequate to defray the cost of surfacing, the developer shall make up any shortage of funds.

8. Miscellaneous

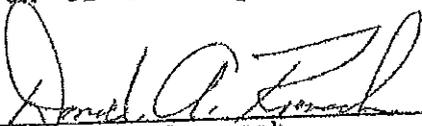
- a. Street trees, not less than 3" diameter, at intervals of not more than 40' on all street frontage in the development including frontage on existing and new streets. The total number of trees required shall be determined on the basis of the total street frontage divided by 40 feet. The location and planting configuration can vary.
- b. The developer shall be responsible to restore and maintain all construction areas. Any trees, brush, shrubs or vegetative material to be removed shall first be approved by the City.
- c. Installation of street signs.
- d. Landscape plan.

9. Inspection

The developer shall be responsible to reimburse the City for all costs involved in the inspection of the installation/construction of improvements in the development. The inspection shall be conducted by the City or authorized agent contracted by the City. The developer shall be periodically invoiced for inspection services.

10. Special Provisions

The development process shall strictly conform to the conditions set forth in the Development Agreement. Request for final certified survey map approval is subject to Engineering Department certification that all improvements required to be installed have been completed and approved. Escrow accounts will only be allowed for application of the final asphalt surface course, topsoiling/seeding/mulching, drainage ditches and installation of street trees. The City will not accept escrows in lieu of completion of the improvement prior to final plat approval.



Donald A. Roensch
City Engineer

Date: _____

11/88

EXHIBIT C
CITY OF MEQUON
WISCONSIN

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DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
DEVELOPMENT AGREEMENT

DEVELOPMENT TITLE: BEECHWOOD FARMS

PLANS AND SPECIFICATIONS TO BE SUBMITTED TO THE CITY ENGINEER

1. Water Supply System

- A. Water main plans, specifications and design calculations
- B. Fire system plans and specifications to provide a minimum supply of 500 gallons per minute for one hour.
- C. Well plans, specifications and design calculations.
- D. Pump house plans, specifications and design calculations for pressure tank, pump, reservoir or standby well, as required.

2. Streets

- A. Street plans including plan and profile view, road cross-section and specifications. Plan must show any storm drainage details such as inlet and flow line elevations, locations and sizes of all pipe systems along roadways.

3. Sanitary Sewer System

- A. Sanitary sewer plans, specifications, design calculations and copies of all sanitary sewer easements.
- B. Sanitary sewer system plan.
- C. All reports required by the Metropolitan Sewerage Commission, the State of Wisconsin and Southeast Regional Planning Commission.
- D. Separate sanitary sewer easements for each parcel as appropriate.

4. Grading and Drainage System

- A. Grading and drainage plan showing two foot contours for both existing and proposed grades, proposed house pad grades, culverts or storm sewers. Cross section and profiles of all drainageways and erosion protection as required, must be indicated on the plans and detailed.
- B. Drainage System Plan showing all tributary areas to the proposed subdivision drainage system and downstream analysis. Included on the system plan should be all proposed and existing drainage structures in the drainage system area.
- C. House grade plan showing only minimum setback and offset dimensions, proposed house grades and driveway culvert sizes.
- D. Drainage easements must be shown by dimension and detailed cross section.
- E. Control plan for land disturbing activities showing existing contours at least 200' into adjacent parcels. This plan will show location and dimensions of all construction site management measures to control erosion and sedimentation.

5. Miscellaneous

- A. Landscaping plan (street trees).
- B. If the storm system design includes underground piping a set of utility plans showing all plan and profile views of sanitary, water and storm sewer shall be used and kept current during all phases of construction.
- C. Underground utility easements.
- D. All sanitary, drainage, water and other public utility easements must be shown of the certified survey map. All sanitary, water and drainage easements must be prepared separately for each lot or parcel and recorded at the developers expense. These documents shall be required at the time of final plat approval and approved by the City.
- E. An independent hydrology study must be conducted at the developer's expense. The hydrologist shall monitor development as construction proceeds.
- F. Plans showing any proposed recreational facilities.

EXHIBIT D

DEVELOPMENT AGREEMENT

Development Title - Beechwood Farms

As a condition of final approval of the certified survey map, the Developer, in accordance with the requirements of Section 3.601 of the Mequon Code of Ordinances, will make payment in full of the following sewer connection charge \$21,800 (109 lots (dwelling units) @ \$200 per lot not served by sewer lines built or contracted by the City).

RECORDED

OT
1990 FEB -9 PM 1:15

Ronald H. King
REGISTRAR OF DEEDS
CENTRAL DISTRICT

Kristen Lundeen

From: David Bialk
Sent: Wednesday, May 11, 2016 9:47 AM
To: Kristen Lundeen
Subject: RE: East Side Water Trusts

If there is a fire east of Lake Shore Drive, can the fire department use water from our hydrants (either to fill tenders or physically running a hose across the street)? Yes

If there is a fire within our subdivision will the fire department use water from our hydrants? Depends

Even though those subdivisions have their own fire hydrants, the only fire hydrant I trust to give us the unlimited flow we need to fight a structure fire is a city owned hydrant.

For example; If there was a garage fire in the Beechwood Farms subdivision that did not extend to the house we could use their hydrant, I call that a small fire.

In the event of large fire we would start a tender (water shuttle) operation using city a hydrant or if the fire building was close enough to a city hydrant we could stretch a large diameter hose and relay pump. In either case a tender operation or relay pumping through 1,000 to 2,000 feet of hose takes time and personnel to set up.

Something else to consider is we have a volunteer fire department, our average response time from the time we are notified is about eleven minutes. Depending on the time of day and who is around we have had response times of eighteen minutes. Even eleven minutes is a long time for a fire to burn, once we show up we still need stretch hoses before we can put water on the fire. Having an unlimited water supply from a city hydrant within a couple hundred feet of a building means there is adequate water supply for firefighting and would allow the personnel needed to conduct a tender operation or relay pumping to do firefighting.

Also, we would never fill a tender from a private water system, there is just not enough flow to be efficient.

Fire Chief David L Bialk
City of Mequon Fire Department
11300 N Buntrock Ave.
Mequon, WI 53092
dbialk@ci.mequon.wi.us
262-242-2530



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From: Kristen Lundeen
Sent: Tuesday, May 10, 2016 3:43 PM
To: David Bialk
Subject: East Side Water Trusts

Chief,

Next week we will be discussion the potential connection of several east side water trusts (Beechwood Farms, The Pines, Haddonstone and Wyngate Trace) to the water system. With that discussion they have asked the following questions of you:

1. If there is a fire east of Lake Shore Drive, can the fire department use water from our hydrants (either to fill tenders or physically running a hose across the street)?
2. If there is a fire within our subdivision will the fire department use water from our hydrants?

If you could get back to me tomorrow, I will include your response in packets.

Thank you,
Kristen

Kristen Lundeen
Director of Public Works/City Engineer
City of Mequon
11333 N. Cedarburg Road
Mequon, WI 53092
klundeen@ci.mequon.wi.us
262-236-2938



Water Trusts

	<u># Customers</u>	<u>Length of Connection</u>	<u>Budget Cost</u>	<u>Cost/Customer</u>	<u>Revenue Credit</u>
<u>Water Trust On Main</u>					
Mequon Trail	246	100 ft	\$51,900	\$211	Offset by System Costs
Park Place	85	100 ft	\$27,750	\$326	
Vintage Estates	42	100 ft	\$21,300	\$507	
Country Terrace Condos	78	700 or 1200 ft	\$161,700	\$2,073	
Mequon On the Square	75	160 ft	\$31,250	\$417	
Century Estates 1	52	20 ft	\$12,800	\$246	
Oakwood	41	500ft (main?)	\$68,650	\$1,674	
River Lake	30	5 ft	\$9,500	\$317	
Subtotal	649		\$384,850		
<u>Water Trust Needs Connecting Main</u>					
Huntington Park	146	2500 -- 8000ft	\$300,000 - \$900,000	\$2,050 - \$6,170	
Beechwood Farms	100	Park Place or 2500 ft	\$30,000 - \$300,000	\$300 - \$3,000	
Westchester Lakes	93	900 ft	\$90,000	\$968	
Brighton Ridge	66	930 ft	\$100,000	\$1,515	
Haddonstone	65	1000 ft from Pines/2	\$134,750	\$2,073	
Wyngate	41	330 ft from Haddonstone	\$55,650	\$1,357	
Kenilworth	25	1000 ft from Pines/2	\$128,750	\$5,150	
Pines	38	750 ft from Park Place	\$99,450	\$2,617	
Woodridge Estates	26	2700 ft from Westchester	\$300,000	\$11,538	
Subtotal	600		\$1,238,600		
<u>Water Trust Needs Main Replaced</u>					
Highland Colony	44	950 ft (1/2 of this)	\$64,375	\$1,463	
Village Heights	42	650 ft	\$360,550	\$8,585	
Alberta	28	1700	\$216,700	\$7,739	
Mequon Colony Estates	25	950 ft (1/2 of this)	\$64,375	\$2,575	
Mequon Water Trust	12				
Laurel Lakes 508	10				
Laurel Lakes 608	10				
Ravine Farms	30	1350 ft from Zedler Ln	\$173,250	\$5,775	
Subtotal	201		\$879,250		
Total			\$2,502,700		\$0

Utility cost is net neutral right now, as system costs offset revenue credit.



MEQUON
WATER UTILITY

www.ci.mequon.wi.us

11333 N. Cedarburg Rd 60W
Mequon, WI 53092-1930
Phone (262) 236-8150
Fax (262) 238-1580

E-mail: mequonwater@ci.mequon.wi.us

WATER UTILITY

Manager's Report May, 2016

Any Questions? Please contact Jim Voigt (414-559-8656 or jim.voigt@citywaterusa.com) or Mike Rau (414-559-8739 or mike.rau@citywaterusa.com)

Water Supply

- ◆ As ramifications of the Flint, MI, water crisis continue to unfold, please keep in mind that the water utility developed in Mequon after Lead was no longer used as a material for Water Laterals in the industry. Our utility is primarily Plastic water main with either Copper or Plastic service laterals.
- ◆ City Water is working on a Master Plan for the future of the water utility. Once it is complete, the master plan will help to guide the utility on critical issues like Water Supply, Storage, and Water Distribution Improvements.
- ◆ Milwaukee Water Works has been working with the Public Service Commission on rate analysis over the last year. An agreement was reached between MWW and their wholesale customers on demand factors used to calculate wholesale customer rates for Milwaukee Water Works customers. We anticipate MWW to apply with the Public Service Commission for a rate increase sometime in the near.
- ◆ North Shore Water Commission slightly decreased their water rates to the Mequon Water Utility this year.
- ◆ The water utility plans to abandon one of the three remaining emergency wells this year, the final two emergency wells are scheduled to be abandoned next year.

Finance

- ◆ The auditor is still in process of reviewing and reconciling 2015 finances, but it appears that we will fall just short of covering the 1.25 bond covenant. Current projection is 1.23.
- ◆ The water utility achieved an 8.21% Return on Average Net Rate Base (ROR) in 2015.

New Customer Additions

- ◆ 2015 was a very successful year for the water utility. The Mequon Water Utility added over 550 customers in the Village of Bayside. In addition to Bayside, roughly a dozen commercial properties connected in the Village of Thiensville along Main St. The City of Mequon added two new subdivisions on North 76th Street, and several commercial buildings to the utility.
- ◆ 2016 is looking like another good year for customer growth: Lumen Christi Church extended water main down Range Line Rd, and is now serving a new school and the existing church from the Mequon Water Utility. Froedert Health Care is planning a new building on Port Washington Rd. Viridian Subdivision on 76th street will be installing more water main and expanding that development. Lakeside Development is extending water main in the TIF district to build two commercial developments South of Mequon Rd. A new mixed use development will extend water main on N. Buntrock Rd, just South of Mequon Rd. A new commercial building will extend water main to the North side of Mequon Rd, just West of 76th St.