



11333 N. Cedarburg Road
Mequon, WI 53092
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www.ci.mequon.wi.us

Water Utility
Taped and Televised

MEQUON MUNICIPAL WATER UTILITY COMMISSION

Tuesday, December 14, 2021

7:30 PM

Christine Nuernberg Hall

Agenda

1) Call to Order, Roll Call

2) Approval of Meeting Minutes

Action requested: review and approve

a. October 28, 2021 Minutes

3) Action Items

Discussion and Possible Action

a. Authorizing Public Water Service from the Brown Deer Water Utility for the Property at 5300 W County Line Rd

b. Water Services Agreement with Two Hundred Green LLC at the Northeast Corner of Riverview Drive and Green Bay Road in the Village of Thiensville

4) Adjourn

Dated: December 14, 2021

/s/ John Wirth, Chair

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 Public Works Office at 262-236-2913, Monday through Friday, 7:00 AM - 3:30 PM.



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MEQUON MUNICIPAL WATER UTILITY COMMISSION

Thursday, October 28, 2021

6:30 PM

Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Commissioner Wirth called the meeting to order at 6:30 PM.

Present:

Commissioner John Wirth
Commissioner Robert Strzelczyk
Commissioner Dale Mayr
Commissioner Jeffrey Hansher
Commissioner Mark Gierl
Commissioner Brian Parrish
Commissioner Kathleen Schneider
Commissioner Andrew Nerbun
Commissioner Glenn Bushee -- **Absent**

Also present were Assistant City Administrator Schoenemann, Director of Public Works/City Engineer Lundeen, Deputy Director of Utilities Driscoll, Water Utility/City Water LLC Director of Operations Voigt, and Administrative Assistant Deuster.

2) Approval of Meeting Minutes

a. October 12, 2021 Minutes

RESULT: **Approved [Unanimous]**

MOVED BY: Commissioner Strzelczyk

SECONDED BY: Commissioner Nerbun

AYES: Wirth, Strzelczyk, Hansher, Gierl, Parrish, Schneider, Nerbun

NOT PRESENT: Mayr

3) Action Item

Discussion and Action

a. Adoption of the Fiscal Year 2022 Mequon Water Utility Budget

b. Motion to Adopt the Fiscal Year 2022 Mequon Water Utility Budget.

Water Utility/City Water LLC Director of Operations Voigt provided the Commission with an update on a busy year of construction. Some highlights are that the Water Utility connected 6 of the 7 Mequon-Thiensville School District buildings to add them as new customers. Also, the WisDOT I-43 water main relocation projects started and are anticipated to keep the Water Utility busy through winter. Overall, the Water Utility rates remained stable and that is anticipated to continue. Milwaukee Water Works is looking to do a full rate case in 2022, and staff is working with the wholesale water group, that includes the suburbs around Milwaukee that receive water supplied by Milwaukee Water Works, to evaluate any rate increases and shared costs with Milwaukee Water Works.

Commissioner Parrish inquired on the Water Tower improvements and what will the costs associated with that budget item do.

Water Utility/City Water LLC Director of Operations Voigt indicated that the Water Tower needs painting, an inspection for structural integrity, and an evaluation on water level controls. Water Utility/City Water LLC Director of Operations Voigt provided background that the Water Tower was part of the original Mequon Business Park 1 facility that was built in the early 1990s, near the existing Public Works Building and Rockwell Automation, where the Water Tower is currently empty. Once the Water Utility connected with Milwaukee Water Works the pressure and hydraulics changed. As a result, to avoid water becoming stagnant in the Water Tower, the Water Utility turned the valves off and emptied the water tower.

Commissioner Parrish asked if there would be a discussion on if the water tower is needed.

Water Utility/City Water LLC Director of Operations Voigt stated there is a study planned for next year to look at what the current condition of the tower and what would need to be done. The reason for the storage is that if the Water Utility has a main break in front of our supply, then the storage gives the Water Utility time to deal with the problems. It is a 500,000 gallon tower allows time to resolve an emergency. The amount of \$450,000 is a placeholder for a potential future expense.

RESULT: **Approved by Voice Acclamation [Unanimous]**

MOVED BY: Commissioner Strzelczyk

SECONDED BY: Commissioner Parrish

AYES:	Wirth, Strzelczyk, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun
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c. Authorization of 2022 Water Meter Purchase

RESULT: **Approved [Unanimous]****MOVED BY:** Commissioner Schneider**SECONDED BY:** Commissioner Nerbun**AYES:** Wirth, Strzelczyk, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

d. Water Connection Policy

Staff presented to the Commissioners several policy questions to discuss how existing procedures and Utility documents may be modified regarding new connections to the Water Utility. The Commissioners discussed the following questions and provided input and guidance to staff.

1. Which properties/developments should be required to connect?

The Commissioners discussed and concurred that the Water Utility continue to require connection for new developments (such as a new subdivision and any new infill projects) of all properties within a designated boundary. In addition, the Commissioners support the idea that when someone requests permission to connect a property, then an outline of the connection process be made available, whether the site is inside or outside of the existing utility service area. The Commissioners also generally agreed that properties within the sanitary sewer service area require connection when new development is proposed, such as a new subdivision and/or infill project (commercial/mixed use). Several considerations were discussed, such as identifying additional parameters on when connection is required, along with considerations given to the Ulao Creek Neighborhood and planning efforts specific to this area (formerly referred to as the East Growth Area).

2. How do we address properties that are required to connect, but don't want to?

The Commission clarified that connection to the Water Utility is voluntary for existing homeowners. An example of a home being re-constructed on site was discussed and put that in contrast to an infill project or subdivision that is required to connect. The Commission agreed that staff should generate and provide policy language establishing the parameters for a request, and outline requirements that the Water Utility Commission will use in its determination.

Policy Items 3,4,5.

The Commission recommended that staff return with examples of deferrals and parameters for when properties are required to connect, and parameters for when a deferral or exemption would be considered.

4) Adjourn

a. Motion to Adjourn at 7:22 PM.

RESULT: **Approved by Voice Acclamation [Unanimous]****MOVED BY:** Commissioner Gierl**SECONDED BY:** Commissioner Parrish**AYES:** Wirth, Strzelczyk, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

Respectfully Submitted,

*Casey Deuster**Administrative Assistant*



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Office of Mequon Municipal Water Utility Commission

TO: Mequon Municipal Water Utility Commission
FROM: Jim Voigt, Director of Operations
DATE: November 29, 2021
SUBJECT: Authorizing Public Water Service from the Brown Deer Water Utility for the Property at 5300 W County Line Rd

Background

As identified in the policy discussion at the previous meeting, there are properties that are required by policy to connection to the Mequon Water Utility, but are either not serviceable, or the cost of installation would be cost prohibitive to the project. While the policy language is not yet generated, the Water Utility Commission was generally in favor of identifying properties where it may be appropriate to request an exemption. An exemption, as opposed to a deferral, would indicate that the property is not required to connect to the Mequon Water Utility now or in the future.

The Mequon Water Utility has allowed several commercial properties along County Line Rd, east of Cedarburg Road, to connect to the Brown Deer Water Utility. These buildings required private fire protection, and the most cost-effective way to provide that service is via municipal water supply. The Brown Deer Water Utility has water main in front of these properties along West County Line Rd serving their residents and commercial properties on the south side of the road. Mequon Water Utility infrastructure is over a mile away from this area with its closest water main.

Analysis

The property is currently under a contract for purchase. The City of Mequon is requiring that he install a private fire protection system when the company renovates and moves into the property. The Village of Brown Deer currently serves the two buildings to the east of this property. There is sufficient capacity in the Village of Brown Deer water system to serve this building.

Since there is precedent that the City has allowed other businesses in the area to connect to the Village of Brown Deer water utility for private fire protection, and the Mequon Water Utility is not near this area to provide service, it is in the best interest of the City and the property to provide the new owner with an exemption from connection to the Mequon Water Utility. Utility Staff supports the request with the Public Service Commission to connect to the Village of Brown Deer Water Utility

Fiscal Impact

The City of Mequon will gain a viable commercial business, with no added cost to the Mequon Water Utility.

Recommendation

It is staff's recommendation that the Water Utility District Commission provide an exemption from connection for the property at 5300 West County Line Rd to the Mequon Municipal Water Utility, and support their request with the Public Service Commission of Wisconsin for connection to the Village of Brown Deer Water Utility.



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Office of Mequon Municipal Water Utility Commission

TO: Mequon Municipal Water Utility Commission
FROM: Kevin Driscoll, Deputy Director of Utilities
DATE: December 3, 2021
SUBJECT: Water Services Agreement with Two Hundred Green LLC at the Northeast Corner of Riverview Drive and Green Bay Road in the Village of Thiensville

Background

On November 15, 2021 staff received a request for the Mequon Water Utility to enter into a Water Services Agreement with Two Hundred Green LLC (Developer), located at the northeast corner of Green Bay Road and Riverview Drive, parcel 12050041900, in the Village of Thiensville (Village).

Analysis

Typically, Water Services Agreements are administered through the Development Agreement process. As this development is in Thiensville, the City of Mequon does not have an agreement with the developer.

The Village and Developer transmitted documentation of an ordinance and a resolution dated January 18, 2021 that allow this project to move forward in Thiensville. The plan for this water main extension follows the Mequon Water Utility build and contribute policy, where the water main will be built by the Developer and contributed to Utility once the project is complete. Utility Engineering staff will review the plans and the easement for the water main to verify adherence with the Mequon Water Utility standard specifications.

Fiscal Impact

Staff time for plan review and inspection services will be billed back to the Developer as written in the agreement. No other staff costs are anticipated at this time. However in the future, operation and maintenance of the water main facilities, including the main and water service laterals (up to the curb stops) will be required by the Mequon Water Utility. That future cost is unknown, but anticipated to be offset by the rates paid and accrued for providing this utility service.

Recommendation

Staff recommends that the Mequon Water Utility Commission approve entering into a Water Services Agreement with Two Hundred Green LLC, located at the northeast corner of Green Bay Road and Riverview Drive, parcel 12050041900, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

Attachments:

Water Service Agreement_200GreenBayRd (PDF)

Document Number	WATER SERVICE AGREEMENT Document Name	
This Agreement (the "Agreement") is made by and between Mequon Water Utility ("Water Utility") and _____ ("Developer") (collectively, the "Parties," individually, a "Party"). WHEREAS, the Developer wishes to obtain Mequon water utility service for their residential building (_____) at _____ in the Village of Thiensville, Wisconsin (the "Development"); and WHEREAS, the Developer wishes to design, construct mains, valves, fittings and any and all other facilities necessary to deliver water (the "Water Service Facilities") to the curb stop box of the new fire line to the building; and WHEREAS, the Developer wishes to convey to the Water Utility and the Water Utility wishes to receive from the Developer, title to the Water Service Facilities at the time of the connection of the Water Service Facilities to the Water Utility system.		Recording Data Name and Return Address City Engineer 11333 N Cedarburg Road Mequon, WI 53092 Parcel Identification Number

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

1. Water Utility Obligations. The Water Utility shall have the following obligations under this Agreement with relation to the Water Service Facilities.
 - 1.1. To provide and maintain meter(s) for installation in the Development.
 - 1.2. To provide water service to the Development under rates, rules, regulations and conditions of service on file with the Public Service Commission of Wisconsin ("PSCW") or any successor regulatory agency.
 - 1.3. To maintain the Water Service Facilities in a manner consistent with any and all applicable federal, state, and local statutes, regulations and ordinances.
 - 1.4 To take title to the Water Service Facilities after a final inspection reveals that, at the sole discretion of the Water Utility, the Water Service Facilities meet the Standards as defined in Section 2.1 of this Agreement.
 - 1.4.1 Water Utility shall provide the Developer with at least five (5) days prior written notice of Water Utility's intent to take title to the Water Service Facilities. Said notice shall be provided pursuant to Section 10 of this Agreement.

2. Obligations of Developer. The obligations of Developer under this Agreement are as follows:

2.1 To construct the Water Service Facilities in a manner consistent with any and all applicable federal, state and local statutes, regulations and ordinances and complying with the current Mequon Water Standard Specifications which have been provided to Developer. The Developer shall supply copies of lien waivers from all contractors and/or material suppliers performing work or supplying materials on this project before final acceptance of the Water Service Facilities.

2.2 To transfer title to the Water Services Facilities to the Water Utility upon written request by the Water Utility and to maintain the Water Service Facilities in a manner consistent with any and all applicable federal, state and local statutes, regulations or ordinances prior to the transfer contemplated by this Agreement.

2.3 The Developer will pay for all reasonable costs incurred by the Water Utility, or its consultant in the review of the engineering plans, inspection of the construction and/or installation of the Improvements, review of record drawings for City files, and any other costs that may be incurred by the City for this Project. The Developer will pay the costs above enumerated within thirty (30) days after being billed by the Water Utility. Past due amounts on invoices generated by the City are subject to a one and one-half (1.5) percent per month charge, computed from the date of the original invoice.

2.4 The water easements must be prepared for each lot or parcel and recorded at the Developer's expense. These documents shall be subject to review and approval of the Mequon Water Utility and shall be required prior to the Owner Approval Letter.

3. Rates. Developer expressly acknowledges that customer(s) will pay Mequon Water Utility tariff rates currently in effect. These rates are subject to change from time to time, pursuant to approval from the PSCW. A copy of the current tariff is available upon request.

4. Design of Water Service Facilities. Developer shall be responsible for any and all design work associated with the Water Service Facilities and shall obtain approval from the Water Utility and any and all necessary federal, state or local regulatory agencies or governmental authorities.

4.1. Upon the Water Utility approval of the design of the Water Service Facilities, the Water Utility will provide a so-called "Owner Letter" as required by the Wisconsin Department of Natural Resources.

5. Construction of Water Service Facilities. Upon completion of construction, the Water Utility shall have the right to take title to the Water Service Facilities, pending inspection and testing to verify that the Water Service Facilities meet the Standards.

5.1. Inspection during construction and upon the completion of the construction of the Water Service Facilities will be conducted by the Water Utility. The Water Utility inspectors shall notify Developer contractor of materials or workmanship which are not in compliance with the Standards and require correction prior to connection to Mequon water utility system or any transfer of title to the Water Service Facilities to the Water Utility. All other aspects of construction are the sole and complete responsibility of Developer, including but not limited to, safety, coordination, construction staking, restoration, erosion control, and pay quantities.

5.1.1 The Parties expressly agree that the Water Utility's review of the design plans for the Water Service Facilities and inspection of the construction of the Water Service Facilities shall be done solely for the purpose of determining whether or not the Water Service Facilities meet, or will meet, the Standards. The Parties expressly agree the Water Utility shall not be liable for

any costs whatsoever associated with or relating to errors in the design or construction of the Water Service Facilities.

- 5.2. Any deviation from the design plans during construction of the Water Service Facilities shall be approved by the Water Utility before the facilities are constructed.
- 5.3. Developer shall pressure test and bacteriologically sample the Water Service Facilities under the direction of the Water Utility. The Water Service Facilities must pass all testing required by the PSCW, the WDNR, or any other applicable federal, state, or local governmental agency testing before the Water Utility accepts transfer of the title for the Water Services Facilities.
6. Right of Further Extension. The Water Utility reserves the right to further extend its water mains from and beyond the water main extension contemplated by this Agreement. Such extension shall be done without cost to Developer, unless such extension is constructed at the request of Developer.
7. Contingencies. This Agreement shall be contingent upon the Parties obtaining any and all approvals from appropriate federal, state, and local governments and agencies relating to this project.
8. Successors and Assigns. This Agreement shall be binding upon the respective heirs, successors and assigns of the Parties.
9. Force Majeure. Neither Party shall be liable to the other for failure, default or delay in performing any of the obligations set forth in this Agreement reasonably attributable to any cause not within the control of the Party affected in which, by the exercise of due diligence, such Party is unable to prevent or overcome. Should any of the foregoing occur, the Parties agree to proceed with diligence to enable each Party to perform its obligations under this Agreement.
10. Notice. Notice to either party under this Agreement shall not be effective unless sent via by certified United States mail to the following addresses:
 - 10.1. To the Water Utility:
 Kristen Lundeen, P. E.
 Director of Public Works
 City of Mequon
 11333 N. Cedarburg Road 60 W
 Mequon, WI 53092-1930
 - 10.2. To Developer:

Either party may change the address of notice by providing notice to the other party pursuant to this section of the Agreement.
11. Indemnification. Both Parties shall indemnify, defend, and hold the other Party harmless from any damages, claims or judgments reasonably related to any acts or omissions resulting from the gross negligence or willful misconduct of the Party against whom this indemnification provision is being enforced.
12. Failure to Enforce. Failure to enforce any provision of this Agreement by either Party shall not be deemed to be a waiver of any other provision of the Agreement.

13. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties. This Agreement may not be modified or altered in any way except by mutual written agreement of the Parties.

14. Governing Law. This Agreement shall be governed 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 Ozaukee County Circuit Court, Port Washington, Wisconsin.

Approved by: _____
Brian C. Sajdak, City Attorney

MEQUON WATER UTILITY

By: _____
(Signature)

Name: _____
(Type or Print)

Date: _____

By: _____
(Signature)

Name: _____
(Type or Print)

Date: _____