



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

www.ci.mequon.wi.us

Office of the City Administrator

PUBLIC WELFARE COMMITTEE

Tuesday, November 14, 2023

6:00 PM

Lower Conference Room

Agenda

1) Call to Order, Roll Call

2) Approval of Meeting Minutes

Action requested: review and approve

a. October Meeting Minutes

3) Discussion Items

Action requested: discuss and take action as needed

a. Architectural Review Board Guidelines for Single and Two-Family Dwellings and Detached Structures

4) Resolutions

Action requested: review and recommend approval

a. **RESOLUTION 4089** A Resolution Approving an Intergovernmental Agreement Between the City of Mequon and the Frank L. Weyenberg Library, in Connection with Relocation of the District 3 Polling Site Beginning in 2024

b. **RESOLUTION 4090** A Resolution Authorizing Execution of a Memorandum of Understanding Between the City of Mequon and the Wisconsin Elections Commission, Regarding the Purchase and Use of Electronic Poll Books

5) Work Calendar

6) Adjourn

Dated: November 14, 2023

/s/ Dale Mayr, 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 City Administrator's Office at 262-236-2941, Monday through Friday, 8:00 AM – 4:30 PM



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

www.ci.mequon.wi.us

Office of the City Administrator

PUBLIC WELFARE COMMITTEE

Tuesday, October 10, 2023

5:45 PM

Lower Conference Room

Minutes

1) Call to Order, Roll Call

Present:

Chair Dale Mayr
 Alderman Gregg Bach
 Alderman Kathleen Schneider

Also Present: Assistant City Administrator Schoenemann, City Attorney Sajdak, Mequon Water Utility Operations Manager Voight, and Executive Assistant Enea

2) Approval of Meeting Minutes

a. Meeting Minutes 091223

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

MOVED BY: Alderman Bach

SECONDED BY: Alderman Mayr

AYES: Mayr, Bach, Schneider

3) Discussion Items

Alderman Mayr moved to suspend the rules and to have the aquifer discussion first. Mequon Water Utility Operations Manager Voight started the discussion with some background information. Since the inception of the Water Utility in 1998, nearly 3,500 homes (70% of properties in Mequon) with pre-existing wells migrated to the water utility for service. That means that 200 million gallons of water are now not being taken from the aquifer and rather from Lake Michigan by using the Water Utility. Alderwoman Schneider inquired how the aquifer repletes itself and the answer was from rain. Alderman Bach inquired about the Concordia area and was told that all the new development on campus is on the Water Utility. The Committee had a brief discussion about the depth and layers of the aquifer and how water comes through the rocks from Canada before being satisfied that the Mequon aquifer is in good shape.

Next, the Committee discussed the Community Survey. Assistant City Administrator Schoenemann provided some background regarding the surveys conducted in 2012 and 2019.

Attachment: PW Minutes 101023 (8963 : October Meeting Minutes)

Strategic Research Institute was used and nearly \$40,000 was spent, plus additional expenses to drive a high return. Assistant City Administrator asked the Committee to brainstorm possible topics for him to include in the memo that will be presented to the COTW for the discussion in December. Alderwoman Schneider mentioned pickleball because it only showed moderate interest in the 2019 survey. She is wondering if the sentiment has changed. Alderman Mayr suggested including that into a broader activity question. Alderman Mayr stated that the previous survey took 1 1/2 years to put together, so we need to start working on it now if we are looking at doing it in late 2024/early 2025. Assistant City Administrator Schoenemann thought it may go faster this time since a consultant would be brought in right away. During the last survey process, the consultant was brought in later in the process, resulting in redoing work previously completed. If the consultant is brought in on the front end, it would go smoother. Also, the survey got delayed because of elections and snowbirds. The Committee discussed opening it up to other Committees that may want to ask questions. Alderman Mayr suggested asking if residents prefer higher taxes, more development, or less services. The Committee also discussed if the survey would be digital or paper. Alderman Bach suggested asking COTW if they want to do the survey, when they want to do it, if it should be electronic, and if they have any question suggestions.

5) Adjourn

Alderman Bach moved to adjourn at 6:07 PM and Alderman Mayr seconded.

Respectfully Submitted,

Carrie Enea
Executive Assistant



11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262-242-3100
Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Inspections

TO: Public Welfare Committee
FROM: Kim Tollefson, Director of Community Development
DATE: November 14, 2023
SUBJECT: Architectural Review Board Guidelines for Single and Two-Family Dwellings and Detached Structures

Background:

The Department of Community Development is advancing the proposed changes to the Guidelines for Residential Structures. The attached document is a revised draft of amendments that have been reviewed by the Architectural Review Board and Community Development staff. There is consensus on a majority of the changes which are shown in red while the staff proposed changes that were not supported by the ARB are shown in blue.

Analysis:

While there was consensus on most of the proposed changes, there were several changes that staff proposed that were not supported by the ARB. The first is related to continuity of materials on all four sides of the building. Staff added language that would allow to limit materials on an elevation that had limited public view. Several years ago, there was an instance where the applicant was required to have a brick ledge under a deck on the rear elevation of the house that faced a wooded area. There was no public or neighbor view of the elevation, but it was required by the Board to address the continuity requirement. This section gives the Board flexibility where cases such as this example occur.

There was also disagreement on the requirements related to windows on detached structures. Staff recommended that windows be only allowed on walls that are greater than 10 feet in length and face a public street unless it is screened by a berm or vegetation. The Board is recommending that all walls greater than 10 feet shall have windows regardless of whether they face the public road or not.

The final section of the code contains language that states metal sheds are discouraged. Staff recommended striking the vague language and suggested to the Board to prohibit metal sheds if they believed that they were not acceptable.

Recommendations:

Staff would like the Committee's input on the proposed changes to the design guidelines in order to advance a final version at next month's meeting.

Attachments:

AB Guidelines 11.14.23 (PDF)

MEQUON ARCHITECTURAL BOARD GUIDELINES FOR RESIDENTIAL STRUCTURES

The goal of the City of Mequon and its Architectural Board is the protection and enhancement of the beauty, appeal and value of the City's housing. While aesthetics to some extent are a matter of personal preference, building exteriors are also part of the public realm and affect the overall ambience of the community. The Board has, out of its long experience in reviewing design proposals, identified a number of recurrent issues and themes for which it is felt that guidelines are appropriate. There are enduring principles and themes, which will help insure harmonious, balanced, compatible and neighborhood-enhancing residential development. In applying these guidelines, the Board exercises judgment and discretion in looking for excellence in design.

In an effort to assist the home designer/builder, the principles and standards by which the Architectural Board will review designs and plans are set forth below.

Scope

The Architectural Board shall be responsible for the review and final approval of the following:

- All new single and two-family residential structures.
- Additions to single and two-family structures.
- Exterior alterations to single and two-family structures.
- Detached structures more than 300 square feet
- Agricultural buildings more than 300 but less than 1,000 square feet.

Alterations and additions that are deemed minor by the Director of Community Development, or their designee may be approved at a staff level.

Zoning Requirements

The Inspection Division will review plans for compliance with the dimensional and other technical requirements of the zoning and building codes. This includes critical dimensions of the proposed structure, i.e., building height, setbacks and offsets; lot coverage, and minimum square footage.

General

The several elevations of the residential structures shall be consistent with one another and compatible with existing homes in the neighborhood as well as the natural features of the lot and surroundings in order to avoid disharmony and the appearance of haphazard development. See City of Mequon Code of Ordinances Sec. 58-40(c)(1).

A proposed dwelling should not be so similar in design, materials, style or exterior appearance to existing neighboring homes that excessive monotony is created. See City of Mequon Code of Ordinances Sec. 58-40(c)(2).

The placement of a proposed residential structure on the lot should not impair the lot's natural beauty; it shall respect the physical attributes of the lot and of the neighborhood. One must attempt to eliminate or minimize loss of trees and vegetation, or alteration of natural topography. See City of Mequon Code of Ordinances Sec. 58-40(c)(4) and 58-641.

Submission Requirements

The following are required to be submitted to the City of Mequon Inspections Division prior to the design application being placed on the Architectural Board agenda:

1. Application form;
2. To scale and dimensioned drawings of the following:
 - For addition plans, the addition must be highlighted on the drawings to easily distinguish it from the existing structure;
 - All elevations must show accurate dimensions and a clear description of proposed materials;
 - Site plan, including driveway if applicable;
3. For additions, 3 sets of photographs of the existing structure which show the area of the home at which the addition is proposed.

Roof Geometry

~~The minimum acceptable roof pitch for new construction of single family and two family structures buildings will be 6/12; however, it is recommended that roofs be pitched more steeply, at 8/12.~~
Generally, all roof pitches on a principal dwelling should be the same.

All roof designs will be reviewed as they relate to the overall design of the home.

Size, Proportions, and Scale

Certain zoning code standards, relating to minimum square footage and maximum lot coverage, regulate the size of a proposed structure. However, it is conceivable that a proposed structure will conform to the technical dimensional provisions of the zoning code, and yet be objectionable from an aesthetic standpoint. The Architectural Board will evaluate the proposed residential structure's size, proportions, placement and orientation in relation to:

- Neighboring structure's height, mass, scale and placement.
- On-site structure's height, mass, scale and placement.
- The lot, including its size, shape, sight lines, topography, specimen trees, grade and other natural features.
- Equally important are the proportions and scale of the proposed structure.

Consistency of Elevations

All sides of the structure should exhibit design continuity. Where brick, stone or stucco is used together with cedar on the front elevation, and the brick, stone or stucco is the predominant material, roughly the same proportion of veneer and cedar should be designed into the other elevations affecting an architecturally correct balance. Additions and alterations to existing structures may deviate from this requirement based on the ability to match existing materials.

A design which incorporates an accent material such as stone, brick or stucco on the front elevation only, may be permitted if it is used sparingly and only to establish a focal point of interest to the design of the structure.

Houses which feature shutters or divided lite windows as design elements should have them on all four elevations. When a specific style or design of window or trim is presented on one elevation, it should be repeated on all elevations, including the garage. This requirement shall not apply to sliding patio doors and picture windows.-

The fact that there are no adjacent neighbors or that the property is or will be bordered by trees or berm

does not diminish the need for continuity on all elevations of the structure, ~~but it may be a rationale to limit the proportion of materials on the aforementioned elevation.~~

Painted flues, vents, gutters, downspouts, flashing and the like are encouraged to match the color of the architectural component from which they project.

Building Façade

It is important that exterior details such as shutters, corner boards, quoins, cupolas, wing walls, cornice returns, gable vents, fanlights, wide trim boards, lintels, sills, cornices, etc., be designed into the plans together with the other design features.

The design should incorporate the use of strong vertical and/or horizontal reveals, offsets, and three-dimensional detail between surface planes to create shadow lines and break up flat surface areas. If large blank surfaces are proposed, they should serve some compelling design purpose, and the design should incorporate mitigating features to enrich the appearance of the structure and provide a sense of scale at ground level that is inviting to the observer.

Enhancements such as masonry treatments must not terminate at an outside corner. Window and other trim treatments should be consistent to the greatest extent possible on all elevations. Consideration shall be given to the interior floor plan when complying with this requirement. Compatible framing, sills, lintels and keystones should be employed. Alterations to existing dwellings may be exempt from this requirement in order to match the existing design.

The size and location of windows and doors should be balanced and consistent on each elevation, and this should be borne in mind when placing windows in rooms. Consideration shall be given to the interior floor plan when complying with this requirement.

Materials

All natural building materials are strongly encouraged. Synthetic siding/trim materials will be considered based upon quality and appearance.

Acceptable roofing materials include:

- Cedar shake
- Slate
- Fiberglass shingles
- Concrete shingles
- Tile
- Dimensional asphalt shingles
- Architectural metal roofs

Masonry chimneys will generally be required. Cedar chimneys may be considered if integral to the design of the structure, and compatible with surrounding homes.

Additions

~~The design, scale, architectural features, and materials for an addition must be closely tied to and reflective of the existing structure. As with new construction, addition designs require submission of scale drawings with dimensions and materials conspicuously noted. One set of photos of the existing house must be submitted with the working drawings of the addition. (See Submission Requirements above.)~~

Storage Sheds and Detached Accessory Structures

Detached Storage Structures

The size of storage sheds must reflect residential usage, not that of a commercial application In General.

1. Be subordinate in size, scale and bulk to the principal residence.
2. Complement the architectural character of the principal residence.
3. Be compatible with the neighborhood character.

Orientation

Detached structures with an 8-foot-wide door or less may front the street. Large overhead doors shall face an interior driveway unless it is located completely to the rear of the dwelling.

Where the garage faces an internal driveway, the garage shall incorporate window(s) on the street front façade for walls greater than 10 feet in length unless it is screened from public view by natural vegetation. The window size and design must be compatible with the windows on habitable portions of the residence.

Materials and Design

Detached structures shall be designed to be consistent with the principal dwelling. Consistency of design includes the use of similar roofing materials and pitch, windows, exterior cladding, trim, and color(s). Exceptions:

- Materials including brick, stone, slate are not required on detached buildings and may be substituted with other approved materials.
- Detached structures shall not require to have a roof pitch greater than 8/12 regardless of the pitch on the primary dwelling.
- Roof forms shall be similar to the form of the primary dwelling unless the detached structure is less than 150 square feet.
- Roof eaves are not required to exceed 1 foot regardless of the eave width on the primary dwelling.

Materials must be compatible with those of the principal dwelling. Generally, metal sheds are strongly discouraged.



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

www.ci.mequon.wi.us

Office of City Clerk

TO: Public Welfare Committee
FROM: Caroline Fochs, City Clerk
DATE: November 14, 2023
SUBJECT: RESOLUTION 4089 A Resolution Approving an Intergovernmental Agreement Between the City of Mequon and the Frank L. Weyenberg Library, in Connection with Relocation of the District 3 Polling Site Beginning in 2024

Background

At the conclusion of the July 18, 2023, Special Election, the District 3 polling site informed City staff of an extensive renovation project they are undertaking and that it will be unable to host elections on their campus for at least 18 months. This is the Trinity Lutheran Church, 10729 W. Freistadt Road, and located within Alderman Mayr's district (District 3). Staff is appreciative of the generosity the church has displayed over the years in offering their time and use of the facility, and the advance notice allows time to consider site options, create a relocation plan, and provide proper notice to the residents who vote in this district.

Analysis

In choosing a location it is important to consider proximity to the district it is serving, the designated facility's distance to parking, handicap accessibility, security, ability to ensure adequate parking during high turnout elections, and the type of facility (i.e., public vs. private). At the Public Welfare Committee meeting on September 12, members were presented with several options and recommended the Frank L. Weyenberg Library (Library). The Library is located within District 3 for voters' convenience, and voting will take place in the Tolzman Community Room which is just inside the main doors.

Fiscal Impact

The cost of moving this location would include notification to all registered voters in the district via postcard at an estimated \$525, which has been included in the 2024 Election Budget.

Recommendation

A recommendation is forthcoming from the Public Welfare Committee on November 14, 2023.

Attachments:

Library - IGA for voting as approved by City Attorney (DOCX)
 D3 Map (DOCX)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4089

A Resolution Approving an Intergovernmental Agreement Between the City of Mequon and the
Frank L. Weyenberg Library, in Connection with Relocation of the District 3 Polling Site
Beginning in 2024

RECITALS

A. The City of Mequon residents in District 3, Wards 6-8 currently vote on election day at Trinity Lutheran Freistadt Church, located at 10729 W. Freistadt Road.

B. This location is undergoing an extensive expansion which will not allow elections to continue to be held at this location.

C. The City of Mequon must relocate the District 3 polling site.

D. The Frank L. Weyenberg Library located at 11345 N. Cedarburg Road is in District 3 and has agreed to host elections.

E. The City and the Weyenberg Library have negotiated an Intergovernmental Agreement ("IGA") to outline the terms and conditions upon which the City would utilize the facility.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin that:

1. The Intergovernmental Agreement with the Weyenberg Library in the form attached hereto is approved, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

2. The Mayor and the City Clerk are authorized and directed to execute and deliver the same.

Approved by: Andrew Nerbun, Mayor

Date Approved: November 14, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on November 14, 2023.

Caroline Fochs, City Clerk



This Intergovernmental Agreement (“IGA”) is entered into by and between the City of Mequon, Wisconsin (“City”) and the Frank L. Weyenberg Library (“Library”), Mequon, Wisconsin

1. For the purpose of:
 - a. Allowing the City of Mequon to establish and occupy a polling site within the Library, specifically in the Tolzman Community Room and adjoining break room.
 - b. Establishing the dates of usage.
 - c. Establishing the hours the City will have access for delivery and setup of equipment required to conduct the election, and restoring the room to its original configuration once the election is complete.
2. It is understood that:
 - a. The Tolzman Community Room and adjoining break room will be available to the City to administer elections. The Library will make available an adequate number of tables and chairs needed.
 - b. The specified rooms in the Library will be available to the City:
 - i. Even-numbered years: The third Tuesday of February, the first Tuesday in April, the second Tuesday in August and the first Tuesday after the first Monday in November.
 - ii. Odd-numbered years: The third Tuesday of February and the first Tuesday in April.
 - iii. The Library will make every effort to make the Tolzman Community Room and adjoining break room available to the City for any unscheduled special primaries and elections.
 - c. The polling site will be set up by City of Mequon DPW staff no earlier than 9:00 am on the Monday prior to election day and return the room to its original configuration no later than 12:00 pm on the Wednesday following election day.
 - i. All materials needed for the election will be returned to City Hall, with no permanent storage at the Library.
 - ii. The Library will ensure the Tolzman Community Room remains locked once setup is complete through the time the election equipment is removed and returned to City Hall.

3. It is further understood that:

- a. No payment is required of the City by the Library to host elections.
- b. Snow and ice removal is the responsibility of the City.
- c. In order to ensure the safety of voters, all parties to the IGA agree to adhere to the confidentiality expectations as outlined by the Wisconsin Elections Commission.

In consideration of the Library providing the space for a polling site, the City agrees to indemnify the Library from and against all liability arising from injuries sustained by poll workers, voters, or City staff on the property while conducting election duties or election activities. However, nothing contained within this IGA is intended to be a waiver or estoppel of the City or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law for municipal entities, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the City or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

This serves as the complete agreement by the parties listed and may be amended only by written agreement signed by each of the parties involved. Either party may discontinue the use of the facility by providing a minimum of 180 days' notice in writing to the other party.

CITY OF MEQUON

FRANK L. WEYENBERG LIBRARY

Andrew Nerbun, Mayor

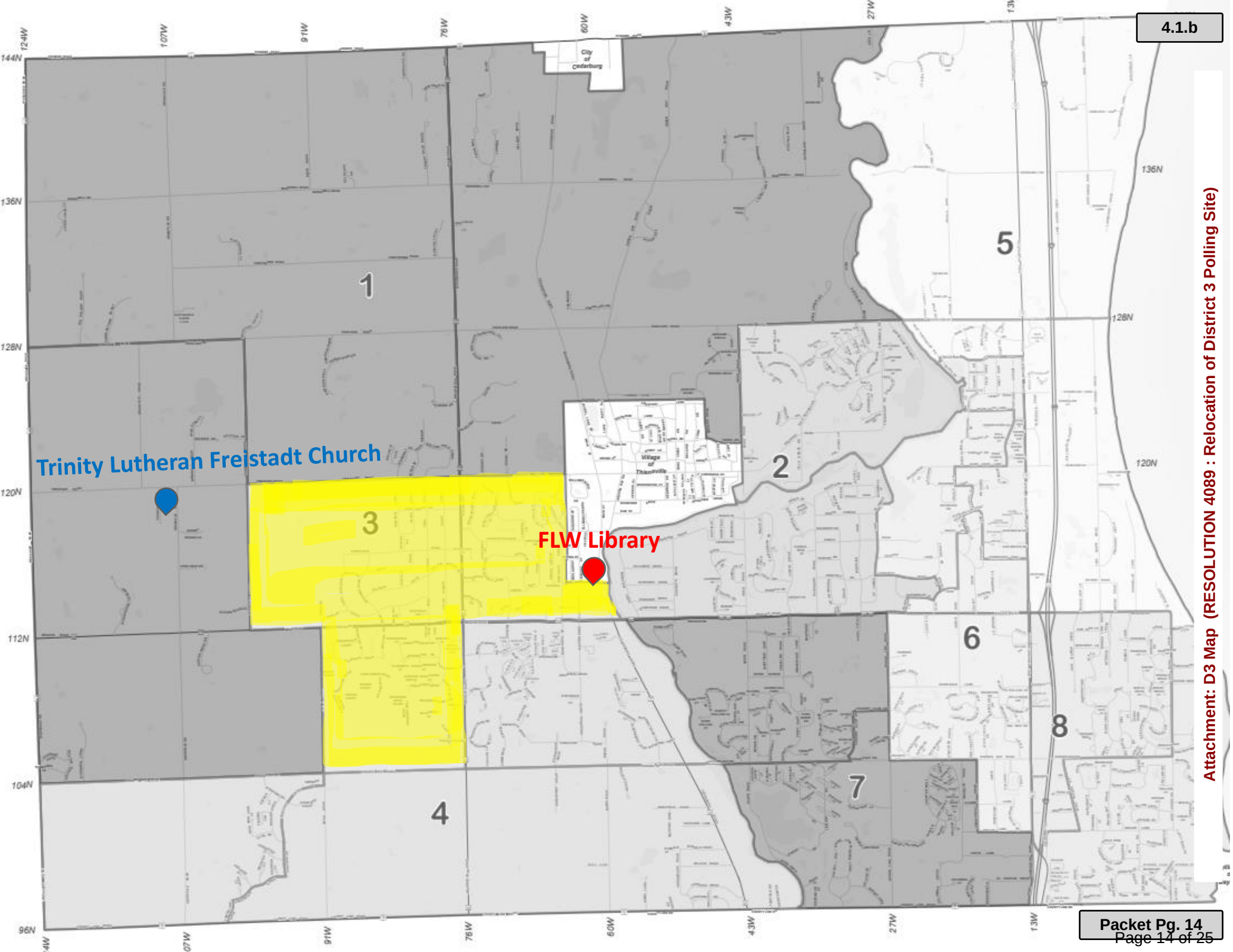
Rachel Muchin-Young, Library Director

ATTEST:

Caroline Fochs, City Clerk

Date

Attachment: Library - IGA for voting as approved by City Attorney (RESOLUTION 4089 : Relocation of District 3 Polling Site)





www.ci.mequon.wi.us

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

Office of City Clerk

TO: Public Welfare Committee
FROM: Caroline Fochs, City Clerk
DATE: November 6, 2023
SUBJECT: RESOLUTION 4090 A Resolution Authorizing Execution of a Memorandum of Understanding Between the City of Mequon and the Wisconsin Elections Commission, Regarding the Purchase and Use of Electronic Poll Books

Background

On October 2, 2023, the Wisconsin Election Commission distributed an email requesting that all municipalities currently using electronic poll books (Badger Books) sign a Memorandum of Understanding (MOU), a copy of which is attached.

Analysis

The City of Mequon (City) has used Badger Books since 2019, when it purchased enough units to service one polling site. This was a pilot project to gauge effectiveness and efficiencies. In early 2023, the program was expanded, and Badger Books were purchased for all polling sites.

Summarily, the proposed MOU specifies how the certified equipment should be used on election day; checking in voters, processing election day registrations and absentee ballots, and who should have access to administer such processes. The agreement also outlines that the Wisconsin Election Commission will provide continued free access to the Badger Books software, as well as ongoing software support, maintenance, troubleshooting and training. Lastly, the MOU stipulates that the City will ensure only authorized access to the software, attend and provide necessary training, conduct upgrades to the software in a timely fashion and use best practices as it relates to computer security. The MOU will remain in place as long as the City continues the use of Badger Books.

Although it is ideal to sign an MOU prior to the purchase and use of new equipment, staff has no objection to the conditions contained within the MOU, as the City is already in compliance with provisions of the agreement.

Fiscal Impact

No fiscal impact.

Recommendation

A recommendation is forthcoming from the Public Welfare Committee on November 14, 2023.

Attachments:

Badger Book_MOU Final V1.02 (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4090

A Resolution Authorizing Execution of a Memorandum of Understanding Between the City of Mequon and the Wisconsin Elections Commission, Regarding the Purchase and Use of Electronic Poll Books

RECITALS

A. The American Rescue Plan Act (ARPA) was passed in 2021, which provided the City of Mequon with \$2.55 million in funding from the Federal Government.

B. The Common Council approved Resolution 3993 on November 9, 2022, in which an ARPA funding plan was established, and the purchase of electronic poll books was authorized.

C. Staff purchased the necessary electronic poll books (Badger Books) in February 2023 for use at all City of Mequon polling sites.

D. The Wisconsin Elections Commission, being the developer of Badger Books, supports and manages the software and hardware needed to access WisVote, the statewide election management and voter registration system.

E. The Wisconsin Elections Commission requires execution of the attached Memorandum of Understanding, which outlines the purchase, use, and best practices of the products.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin that:

1. The Memorandum of Understanding between the City of Mequon and the Wisconsin Elections Commission concerning the purchase and use of electronic poll books is approved.
2. The Mayor and City Clerk are authorized and directed to execute and deliver the same.

Approved by: Andrew Nerbun, Mayor

Date Approved: November 14, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on November 14, 2023.

Caroline Fochs, City Clerk



Memorandum of Understanding

By and Between

(Badger Book User, Name of Municipality, County)

And

Wisconsin Elections Commission

This Memorandum of Understanding (hereinafter referred to as the "MOU") is effective as of the last date of signature affixed hereto, and is entered into by and between the Badger Book User (City)(Village)(Town) of _____ in _____ County, Wisconsin, Administrator/Chair _____ ("Municipal User"), Address _____, and the Wisconsin Elections Commission ("Commission"), 201 West Washington Avenue, Madison, WI 53703 for the purpose of detailing the parties' obligations pertaining to the Badger Books electronic poll book and associated software.

Whereas, the Wisconsin Elections Commission authorized the development of an electronic poll book system in 2017 to be used in polling places in the state on election day. The "Badger Book" is electronic poll book software that is specific to Wisconsin elections practices and statutes. The Badger Book is the only electronic poll book software created with, and given the necessary permissions to have, direct integration to WisVote, the statewide election management and voter registration system.

Whereas, the Badger Book will only be supported and allowable on a limited set of hardware selected by the Commission, which is defined as Approved Hardware herein.

Whereas, Municipal User seeks to participate in the Badger Book program and utilize the electronic poll book software created by the Commission.

Therefore, the parties hereby resolve and agree they will mutually comply with the following terms of this MOU.

I. Scope

- A. **Badger Book Software:** The Badger Book is primarily used by Municipal Users to check in voters, process absentee ballots, and register voters on election day. The Badger Book, and associated operating system, drivers, and other components, is used to maintain the voter number and count independent of poll worker input. Each process was chosen and designed based on feedback provided by clerks and poll workers from across the state, and the Commission welcomes continued feedback from the Municipal User. After election day, a data file generated from the Badger Book is used to upload election participation and Election Day Registration information into the Commission's WisVote system. Regardless, each party to this MOU retains the independent custodial and recordkeeping responsibilities required under Wis. Stat. Chapter 19, and other provisions of law. The software utilized to operate the Badger Book will only be that approved by the Commission for use, as conveyed to the Municipal user ("Approved Software"). The sunseting, movement to an updated version, or prohibition of use, of current Approved Software will be ordered within the sole discretion of the Commission.
- B. **Badger Book Hardware:** One Badger Book station includes the main terminal computer with a touch screen for electronic signature capture, a wireless mouse, a wireless keyboard, a barcode scanner, a case of thermal printer paper, and a printer that can either be integrated into the terminal base column or as a stand-alone printer. Additionally, a router and a specific USB flash drive (a/k/a memory stick) must be purchased by Municipal User for each polling place. The router facilitates secure communication locally between the Badger Book machines. The USB drive is used to transfer data from an internet-connected computer to the Badger Book server machine, and this is the only method that may be employed by Municipal User to transfer this critical information.
 - i. The Badger Book is currently supported on the HP ElitePOS 141 Point of Sale retail terminal, and this is the only Commission-approved hardware for use with Badger Book software.
 - ii. Additional hardware may be approved by the Commission at a future date. This MOU will not be nullified or otherwise invalidated by a Municipal User's purchase or use of new Badger Book hardware configurations approved by an affirmative vote of the Commission or otherwise authorized by Commission staff through formal, written notification to Municipal Users or public postings directed to elections officials ("Approved Hardware").
 - iii. The sunseting, or prohibition of use, of current Approved Hardware will be ordered within the sole discretion of the Commission. The Commission will use best efforts to plan, notify, and otherwise give advance notice to Municipal Users that a sunseting of currently Approved Hardware is upcoming, so that Municipal Users will have time to prepare and budget for any required changes. The sunseting or de-authorization of use for an Approved Hardware component/package will include, at a minimum, a loss of support for that hardware by the Commission or a future authorized support provider. The Commission may designate, in its exclusive discretion, a deadline at which the continued use of certain

hardware may result in a loss of license to use the Badger Book software (*e.g.*, hardware poses a significant security risk, a sunseting timeline has passed, etc.).

- iv. Use of hardware with the Badger Book software, other than Approved Hardware, is prohibited. Use of unapproved hardware with the Badger Book may result in the Commission immediately or subsequently revoking Municipal User's license to the software. The Badger Book hardware should not be used with any non-Commission authorized software, applications, internet connected activities, or purposes not associated with the administration of elections.

II. **Badger Book Software License**

- A. Badger Book is an on-premise software solution, which may be downloaded onto the Approved Hardware with the permission of the Commission staff, only after agreement to the terms provided within this MOU. Existing Municipal Users may be asked to retroactively agree to the terms of this MOU, and continued use is contingent upon such execution of these required terms.
- B. The Commission grants to Municipal User, solely for the uses authorized herein, a nontransferable, nonexclusive, terminable, limited license to the Badger Book software. Municipal User shall prevent unauthorized access to the Badger Book software and municipal hardware. The Commission requires installation of antivirus and antispyware software on the Approved Hardware and other internet-connected hardware used for uploading the extracted data into WisVote.
- C. The Badger Book software is licensed not sold to Municipal User. The Commission retains all rights, title, interest, and ownership over the software, as well as audit access to the Badger Book and licensed software therein.

III. **Badger Book License Use Provisions**

- A. Municipal User shall not, and shall not permit any third-party to: i) reverse engineer, decompile, or disassemble the Badger Book software; ii) attempt in any other manner to obtain the source code; iii) create derivative works of, or make modifications to the Badger Book software; iv) grant use of the Badger Book to any user not approved by the Commission as detailed herein; v) otherwise grant unauthorized access or visibility to ancillary systems such as WisVote and its protected data and information; vi) use the Approved Hardware or Badger Book software shall only be in accordance with the intended purpose and no other systems or solutions shall be placed on or utilized on the hardware.
- B. While some Approved Hardware may be enabled to have router connectivity, Municipal User shall only use that connectivity to allow the Approved Hardware (*i.e.*, Badger Books) to connect securely to each other within the polling place.
At no time should Approved Hardware ever be connected to the internet or any other network outside the polling place. Municipal User may wish to disable or otherwise block such functionality as it pertains to internet or outside connectivity. Unauthorized connection of the Municipal User's Approved Hardware may result in loss of the user's license, or removal from the Badger Book program by the Commission.

IV. **Software and Approved Hardware Delivery/Implementation/Use**

- A. Municipal User will purchase Approved Hardware through the Commission-authorized vendors. The vendor has been granted authority to download the

Badger Book software onto the purchased units. Municipal User is responsible for attending baseline, introductory training prior to the first election cycle for which the Approved Hardware will be used.

V. Allowance of Use and Program Requirements

- A. The Badger Book software license is provided to Municipal User free of charge. The only requirement for implementation and continued use is Municipal User compliance with the terms of this MOU. The joint obligations of the parties to this MOU include:
- B. Commission Requirements
 - i. Provide continued and free access to the Badger Book software.
 - ii. Provide reasonable, free software support, maintenance, and troubleshooting. This will include upgraded support and response times within one week of an election, and in the two days following an election, contingent upon Municipal User's continued compliance with the Commission's software update schedule.
 - iii. Provide reasonable hardware troubleshooting support.
 - iv. Continue to seek third-party software/hardware support for Municipal Users, that can be purchased by the user off of a competitively-procured state contract.
 - v. Provide baseline, train-the-trainer user training on the Badger Book, at no expense, to the authorized staff of the Municipal User. This may be initially conducted by Commission staff, or another trainer authorized by the Commission.
- C. Municipal User Requirements
 - i. Municipal Clerk and Deputy Clerk must remain certified and maintain required training hours every two years. Wis. Stat. § 7.15(1m) and Wis. Admin. Code EL 12.03(2).
 - ii. Authorized staff of the Municipal User, including but not limited to Municipal Clerk and/or designee, agree to attend introductory training provided by Commission staff or another trainer authorized by the Commission and provide such training to municipal election inspectors.
 - iii. An accurate user count of authorized municipal Badger Book users must be maintained, and that list shall be provided to the Commission upon request.
 - iv. Notification shall be given to the Commission each time new or additional Approved Hardware is purchased.
 - v. Municipal User must implement each required software update on all Badger Books in their possession, as required by the Commission, and on the schedule provided by the Commission. Non-compliance may result in revocation of the software license or removal from the program.
 - vi. All support requests to the Commission must be routed only through the Commission Helpdesk at Email: elections@wisconsin.gov or Phone: (608) 261-2028.
 - vii. The Badger Book shall be used, and elections must be conducted, in accordance with Wisconsin Statutes Chapters 5-10 and 12, as well as other applicable statutes, laws, and requirements placed on local

elections officials and Municipal Users. Paper pollbook copies should be prepared and maintained as a backup to the Badger Book.

- viii. If Municipal User is not a WisVote user ("Relier") and is part of an agreement with another jurisdiction to provide WisVote election system services, the provider ("WisVote Provider") must be a cosigner on this agreement. WisVote Providers are generally employees of the county in which the Relier is situated, but in some instances may be employees of another municipality.
- ix. Municipal User shall immediately report all suspected and actual Badger Book/software security breaches, improper system access, and noncompliance with this MOU to the Commission.

VI. **Terms and Conditions of Badger Book Software License/Use**

- A. **Term:** The term of this MOU, and the associated software license, are perpetual. Use and licensing of the software may be revoked by the Commission at any time for non-compliance with the terms of this MOU by the Municipal User. Revocation of a Municipal User's software license for reasons other than noncompliance requires ninety (90) days advance notice by the Commission. Municipal Users may withdraw from the Badger Book program at any time, but the Commission requests as much advance notice of potential or actual termination of program participation as possible. The Commission retains the right to require any reasonable withdrawal or return requirements associated with program participation and software usage.
- B. **Representations:** Each party to this MOU has and will provide accurate, current, and complete information. The signatories of this agreement are duly authorized to bind the parties to the terms stated herein. The Commission will use best efforts to create software updates to address functionality and security, and the Municipal User must implement such updates. Neither party will use or develop the software to infringe upon the intellectual property rights of third parties.
- C. **Warranties:** The Commission warrants that the Badger Book software will reasonably perform in accordance with program requirements and the purposes stated herein. Municipal User will only use the Badger Book software as authorized herein or as appropriate under the law. The Commission makes no warranty as to the performance or replacement of the Approved Hardware. Municipal User's sole recourse for hardware non-performance will be the manufacturer's warranty and similar guarantees. ALL OTHER WARRANTIES NOT DETAILED IN THIS MOU ARE DISCLAIMED AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY OTHER SIMILAR DAMAGES UNDER ANY THEORY OF LIABILITY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- D. **Indemnification:** The parties to this MOU will indemnify each other to the extent allowable under Wisconsin law.
- E. **Confidentiality:** The Badger Book software, Approved Hardware, associated documentation, WisVote system, login credentials, and data within those systems are confidential under state and federal law, and to the extent they are not, are required to be kept confidential under the terms of this MOU. Municipal User shall maintain the confidentiality of each and all of those items to the greatest

extent allowable by law. Industry best practices shall be employed when creating and maintaining passwords (*e.g.*, unique/lengthy/complicated passwords, updating of passwords, etc.). Furthermore, both parties shall maintain the confidentiality of any other information or data which the other party designates or which a party knows or has reason to believe is proprietary or protected, in at least the same manner as the party maintains the confidentiality of its own information ("Confidential Information"). Each party may use Confidential Information only as permitted hereunder. Neither party shall disclose or provide any Confidential Information to any third-party and shall take necessary measures to prevent any unauthorized disclosure by its employees, agents, contractors, or consultants including by completing appropriate individual nondisclosure agreements.

- F. Amendment: Any term changes, amendments, or addenda to this MOU must be in writing, executed by both parties. Changes to the program, Badger Book software, or Approved Hardware may require an addendum, new MOU, or the formal attachment of items such as a technical specifications or security-based document.

IN WITNESS WHEREOF, the parties have executed this MOU on the date shown below.
The signatories hereto personally represent that this MOU is executed pursuant to legal authorization by the organizations on behalf of which they are signing.

BADGER BOOK USER

WISCONSIN ELECTIONS COMMISSION

Signed Date

Signed Date

Printed name

Printed Name

Municipality Name

County Name

WisVote Relier ☐

If yes, WisVote Provider must sign below:

WISVOTE PROVIDER

Signed Date

Printed name

WisVote Provider Name (County)

Attachment: Badger Book_MOU Final V1.02 (RESOLUTION 4090 : MOU for Badger Books)



11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262-242-3100
Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Administration

TO: Public Welfare Committee
FROM: Justin Schoenemann, Assistant City Administrator
DATE: June 6, 2023
SUBJECT: Work Calendar

Meeting Topics

October

- Community-Wide Survey Topics Discussion

November

- Architectural Board Review (Continued)
- Polling Site Relocation (Continued)
- Electronic Poll Books

December

- Architectural Board Review (Continued)

Future Agenda Topics

- Chapter II, Article IV Review (Continued)
- Adopt-A-Median Program
- Community Outreach Initiatives
- Logo Redesign/Branding

2023 Completed Items

- Community-Wide Survey Topics Discussion
- Mequon Aquifer Discussion
- Inspections Permitting for 1 & 2 Family Dwellings
- Peddlers Licensing
- Nuisance Ordinance
- Composting
- Setbacks For R-2 Zoning District
- No Mow May
- Bird City Designation
- Bee City Designation
- Recreation Vehicle Length/Storage
- Building Code Update
- City Cell Phone Policy
- Home Irrigation Systems
- Pool Covers Ordinance
- Home Irrigation Systems Update