



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

www.ci.mequon.wi.us

Public Works/Engineering
Taped and Televised

SEWER UTILITY DISTRICT COMMISSION
Tuesday, December 10, 2024
7:30 PM or immediately following the Committee of the Whole
Christine Nuernberg Hall

Agenda

- 1) Call to Order, Roll Call
- 2) Approval of Meeting Minutes
Action requested: review and approve
 - a. October 30, 2024, Minutes
- 3) Resolutions
Action requested: review and recommend approval
 - a. **RESOLUTION 4159** A Resolution Authorizing Termination of a Memorandum of Agreement for Joint Ownership and Operation of a Sanitary Sewer Television Truck with the Villages of Brown Deer and Shorewood
- 4) Adjourn

Dated: December 10, 2024

/s/ Andrew Nerbun, Mayor

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

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

Any questions regarding this agenda may be directed to the City Administrator's Office at 262-236-2941, Monday through Friday, 8:00 AM – 4:30 PM



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

www.ci.mequon.wi.us

Public Works/Engineering
 Taped and Televised

SEWER UTILITY DISTRICT COMMISSION
Wednesday, October 30, 2024
5:30 PM
Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

The meeting was called to order at 6:10 PM.

Present:

Commissioner Andrew Nerbun
 Commissioner Robert Strzelczyk
 Commissioner Kelly Tolocko
 Commissioner Dale Mayr
 Commissioner Jeffrey Hansher
 Commissioner Gregg Bach
 Commissioner Brian Parrish
 Commissioner Peter Bratt
 Commissioner William Gebhardt

Also present: City Administrator Jones, City Clerk Fochs, Finance Director Arnett, Assistant Finance Director Keyser, Community Development Director Tollefson, Director of Public Works/City Engineering Lundeen, Water Utility Supervisor Voigt, Buildings Superintendent Bodoh, Administrative Assistant Schlereth, Wastewater Superintendent Weinrich, City Water Engineer Fulsaa, press and interested public

2) Approval of Meeting Minutes

a. June 11, 2024, Minutes

Also present were City Administrator Jones, City Clerk Fochs, Director of Public Works/City Engineer Lundeen, Finance Director Arnett, Assistant Finance Director Keyser Administration Assistant Schlereth, the press, and the interested public.

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

MOVED BY: Commissioner Strzelczyk

SECONDED BY: Commissioner Mayr

Attachment: 10-30-24 (9930 : October 30, 2024 Minutes)

AYES: Nerbun, Strzelczyk, Tolocko, Mayr, Hansher, Bach, Parrish, Bratt, Gebhardt

3) Ordinances

Action requested: review and recommend approval

1. **ORDINANCE 2024-1670** An Ordinance Appropriating the Necessary Funds from the City of Mequon’s Sewer Utility District for the Year 2025 for Capital Charge Payments to the Milwaukee Metropolitan Sewerage District and City of Mequon Capital Debt Service Requirements

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Commissioner Gebhardt
SECONDED BY: Commissioner Strzelczyk

AYES: Nerbun, Strzelczyk, Tolocko, Mayr, Hansher, Bach, Parrish, Bratt, Gebhardt

4) Resolutions

Action requested: review and recommend approval

a. **RESOLUTION 4149** A Resolution Reassigning Undesignated Cash Reserves of \$1,000,000 within the Sewer Utility Fund to One-Time Capital Projects, in Accordance with City of Mequon Financial Policy Statement 3: Reserve Requirements

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Commissioner Parrish
SECONDED BY: Commissioner Gebhardt

AYES: Nerbun, Strzelczyk, Tolocko, Mayr, Hansher, Bach, Parrish, Bratt, Gebhardt

b. **RESOLUTION 4150** A Resolution Adopting the Fiscal Year 2025 Sanitary Sewer Utility Budget and Establishing the 2025 Sanitary Sewer User Fee Schedule

Staff advised that due to a lack of capital spending in 2024, it is projected there will not be a need to borrow for the Lift Station E project.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Commissioner Mayr
SECONDED BY: Commissioner Strzelczyk

AYES: Nerbun, Strzelczyk, Tolocko, Mayr, Hansher, Bach, Parrish, Bratt, Gebhardt

Attachment: 10-30-24 (9930 : October 30, 2024 Minutes)

5) Adjourn

a. to Adjourn at 6:16 PM

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

MOVED BY: Commissioner Mayr

SECONDED BY: Commissioner Bratt

AYES: Nerbun, Strzelczyk, Tolocko, Mayr, Hansher, Bach, Parrish, Bratt,
Gebhardt

Respectfully Submitted,

Ren Schlereth
Administrative Assistant

Attachment: 10-30-24 (9930 : October 30, 2024 Minutes)



11333 N. Cedarburg Road
 Mequon, WI 53092
 Phone: 262-236-2913
 Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Public Works

TO: Sewer Utility District Commission
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: December 10, 2024
SUBJECT: RESOLUTION 4159 A Resolution Authorizing Termination of a Memorandum of Agreement for Joint Ownership and Operation of a Sanitary Sewer Television Truck with the Villages of Brown Deer and Shorewood

Background

In 1972 and by amendment in 1998, the Villages of Brown Deer and Shorewood and the City of Mequon entered into a Memorandum of Agreement to jointly purchase, operate and maintain a closed-circuit sanitary sewer television truck.

Since entering into these agreements (attached) the Mequon Sewer Utility has expanded significantly, requiring the use of television truck for more time than allotted by the current agreement. Further, advancements in technology warrant consideration of a new truck and camera to take advantage of modern systems. The linear footage of sewers owned and maintained by the Mequon Sewer Utility has increased by approximately 235% since the agreement was initiated.

Analysis

The Wisconsin Department of Natural Resources (DNR) regulates the discharge of pollutants to waters of the state through the Wisconsin Pollutant Discharge Elimination System (WPDES) program. The City of Mequon Sanitary Sewer Utility has a WPDES permit that regulates the City's obligation to inspect the entire system at a minimum of every 5 years. While manholes can be inspected from the street, inspecting buried infrastructure requires a camera. With 165 miles of sanitary sewer, the Sewer Utility should be inspecting approximately 33 miles, or 173,785 linear feet annually. Having sole ownership of the equipment is critical to both meet the requirements for routine inspection and to be able to have the equipment readily available for more emergent issues.

While not a part of this resolution, if authorized to terminate the joint agreement, Sewer Utility staff will begin the process of purchasing a new television truck and camera system. Utility staff intends to purchase a camera system that will also allow for televising the public portion of sewer laterals, which is not a requirement for Brown Deer or Shorewood as residents own the laterals.

Fiscal Impact

By initiating termination of the agreement, the Mequon Sewer Utility forfeits its portion of the purchase price or value of the equipment. Over the past several years, the equipment has required

increased maintenance and repair and is nearing the end of its useful life. As noted, the Mequon Sewer Utility will pursue the purchase of an exclusively owned unit that includes the ability to televise laterals. The purchase contract will be presented at a future meeting.

Per the existing agreement, Utility staff will transfer the title and insurance to the other municipalities.

Recommendation

A recommendation is forthcoming from the Sewer Utility District Commission on December 10, 2024.

Attachments:

TV Agreement (PDF)

Revised TV Agreement (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4159

A Resolution Authorizing Termination of a Memorandum of Agreement for Joint Ownership and Operation of a Sanitary Sewer Television Truck with the Villages of Brown Deer and Shorewood

RECITALS

A. In 1972 and as amended in 1998, the Mequon Sewer Utility agreed to jointly own and maintain a truck with a closed-circuit television system to inspect sanitary sewers with the Villages of Brown Deer and Shorewood.

B. Since 1972, the length of sanitary sewer managed by the Mequon Sewer Utility has grown by over 235%, requiring extended use of the televising truck for larger annual inspection efforts to meet regulatory requirements.

C. The shared televising truck is reaching the end of its useful life, requiring more annual maintenance and does not provide the inspection conveniences provided by modern equipment.

D. Staff has recommended the termination of the joint agreement to pursue the purchase of a truck to be owned exclusively by the Mequon Sewer Utility.

E. Per the agreement, the Mequon Sewer Utility understands and agrees that it is not entitled to any recovery of its portion of the purchase price or value of the existing television truck.

F. The Sewer Utility District Commission authorized termination of the agreement at its meeting on December 10, 2024.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin that staff is authorized and directed to serve the Villages of Brown Deer and Shorewood with a ninety (90) day written notice with sufficient documentation to transfer title of sanitary sewer televising truck to those municipalities on an equal basis.

Approved by: Andrew Nerbun, Mayor

Date Approved: December 10, 2024

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on December 10, 2024.

Caroline Fochs, City Clerk

AGREEMENT

MEMORANDUM OF AGREEMENT entered into this 12th day of DECEMBER, 1972, by and between the Village of Brown Deer, hereinafter referred to as Brown Deer, the Village of Shorewood, hereinafter referred to as Shorewood, and the City of Mequon, hereinafter referred to as Mequon, witnesseth:

WHEREAS, it is deemed advisable by each of the above named municipalities to initiate a regular program of television inspection of its sanitary sewer system; and

WHEREAS, each of the above municipalities recognizes that such a program can be most economically initiated and operated on a joint basis.

NOW, THEREFORE, in consideration of the mutual benefit to be derived from such joint purchase and operation and the mutual promises contained herein, the above named communities agree as follows:

1. Purchase

a. Each community shall share equally in the total cost of a closed circuit sanitary sewer television inspection and grouting-sealing system hereinafter referred to as "Equipment". It is understood and agreed that "total cost" shall include the base price of the Equipment plus such additional costs as are necessary to put the Equipment in an operative condition.

b. No Equipment shall be purchased or put into operative condition without the written consent of the three communities.

C. It is understood and agreed that within ten (10) days of agreement as to type and cost of Equipment, each community shall issue its purchase order covering its share of the purchase price.

2. Operation

a. The Equipment is to be housed in Mequon and operated by Mequon Personnel. (Operator) Upon written request by Shorewood or Brown Deer, Operator shall bring the Equipment to, and operate the Equipment in accordance with instructions received from, the requesting community.

b. The requesting community shall supply all other necessary labor and equipment necessary, with the exception of the Operator.

c. Mequon shall be reimbursed by the requesting community for time spent by Operator in the requesting community on the basis of Operator's base wage rate plus fringe benefit costs.

d. Written notice shall be given to Mequon at least thirty (30) days prior to any regularly scheduled work in either Shorewood or Brown Deer.

e. In the event of an emergency and a conflict arises because more than one community requests the use of the Equipment at the same time, the Equipment shall be available on a rotating priority basis. Brown Deer shall have priority for the first calendar year following the date of this agreement and every third year thereafter. Mequon shall have priority for the second calendar year following the date of this agreement and every third year thereafter. Shorewood

shall have priority the third calendar year following the date of this agreement and every third year thereafter.

3. Maintenance and Repair

a. Fifty (50%) per cent of all costs for maintenance and repair shall be paid for on an equal basis by each of the communities.

b. The remaining fifty (50%) per cent of such cost shall be prorated based upon the footage of sewer inspection performed in each community during the calendar year.

4. Miscellaneous

a. Title to the Equipment shall be taken jointly by the three communities.

b. Costs for insurance shall be borne on an equal basis by all three communities.

c. Use of the Equipment shall be restricted to the municipal boundaries of the three communities except upon the written consent of all three communities.

d. All revenues received as a result of use of the Equipment on a contract basis by other than a participating community shall be credited towards maintenance and repair of the Equipment.

e. All revenues from Equipment, other than that which is jointly owned, or for labor, shall go to the community supplying such labor and Equipment.

f. In any event, municipal use shall have priority over any contract use.

5. Termination

a. Termination of its responsibilities and obligations under this agreement may be accomplished by any community upon at least ninety (90) days written notice to its co-owners and upon receipt by such co-owners of sufficient documentation to transfer title of Equipment to the remaining municipalities on an equal basis.

b. It is expressly understood and agreed that a terminating community shall not be entitled to any recovery of its portion of the purchase price or value of the Equipment.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

ATTEST:

James F. Mello

VILLAGE OF BROWN DEER, WISCONSIN

By Earl McInerney
VILLAGE PRESIDENT

ATTEST:

Walter M. Andersen
City Clerk

CITY OF MEQUON, WISCONSIN

By Thomas D. Leisib
Mayor

ATTEST:

Robert M. Stoffel

VILLAGE OF SHOREWOOD, WISCONSIN

By Robert M. Stinson
Village Manager

Attachment: TV Agreement (RESOLUTION 4159 : Termination of TV Truck Agreement)

AGREEMENT
Revised April, 1998

MEMORANDUM OF AGREEMENT entered into this _____ day of _____, 1998, by and between the Village of Brown Deer, hereinafter referred to as Brown Deer, the Village of Shorewood, hereinafter referred to as Shorewood, and the City of Mequon, hereinafter referred to as Mequon, witnesseth:

WHEREAS, it is deemed advisable by each of the above named municipalities to initiate a regular program of television inspection of its sanitary sewer system; and

WHEREAS, each of the above municipalities recognizes that such a program can be most economically initiated and operated on a joint basis.

WHEREAS, the parties to this agreement have previously cooperated in a similar agreement in December 12, 1972.

NOW, THEREFORE, in consideration of the mutual benefit to be derived from such joint purchase and operation and the mutual promises contained herein, the above named communities agree as follows:

1. Purchase

- a. Each community shall share equally in the total cost of a closed circuit sanitary sewer television inspection and grouting-sealing system hereinafter referred to as "TV unit". It is understood and agreed that "total cost" shall include the base price of the "TV unit" plus such additional costs as are necessary to put the TV unit in an operative condition.
- b. No equipment for the TV unit shall be purchased or put into operative condition without the written consent of the three communities.
- c. It is understood and agreed that within ten (10) days of agreement as to type and cost of equipment for the TV unit, each community shall issue its purchase order covering its share of the purchase price.

2. Operation

- a. The TV unit is to be housed and maintained in Mequon. Upon request by Shorewood or Brown Deer, Mequon shall make the TV unit available to the scheduled community.
- b. The requesting community shall supply all necessary labor and accessory equipment for operation, including a trained Operator.
- c. Any community who requires the services of another community's Operator shall reimburse the Operator's community for services on the basis of Operator's base wage rate plus fringe benefit costs.
- d. Notice shall be given to Mequon to reserve the TV unit for any regularly scheduled work in either Shorewood or Brown Deer.
- e. In the event of an emergency or a conflict arises because more than one community requests the use of the TV unit at the same time, the TV unit shall be available on a rotating priority basis. Mequon shall have priority for the first calendar year following the date of this agreement and every third year thereafter. Brown Deer shall have priority for the second calendar year following the date of this agreement and every third year thereafter. Shorewood shall have priority the third calendar year following the date of this agreement and every third year thereafter.

3. Maintenance and Repair

- a. Fifty per cent (50%) of all costs for maintenance and repair shall be paid for on an equal basis by each of the communities.
- b. The remaining fifty per cent (50%) of such cost shall be prorated based upon the footage of sewer inspection performed in each community during the calendar year. The daily footage log shall be maintained with the TV unit and shall be updated by the user community. This log shall be used to prorate this portion of annual maintenance costs.
- c. The communities will meet as needed for the purposes of reaching a consensus on needed maintenance and repair costs to be incurred and assessed, and action taken based on the consensus of two (2) or more communities.

4. Miscellaneous

- a. Title to the TV unit shall be taken jointly by the three communities.
- b. Costs for property insurance for the TV unit as described shall be borne on an equal basis by all three communities.
- c. Each community continues to assume responsibility for the operation of the equipment and the acts of their own employees. It is agreed that no employee of one community becomes an employee of another by virtue of this agreement on the performances of services associated with this agreement.
- d. Use of the TV unit shall be restricted to the municipal boundaries of the three communities except upon the written consent of all three communities.
- e. All revenues received as a result of use of the TV unit on a contract basis by other than a participating community shall be credited towards maintenance and repair of the TV unit under 3.a. above.
- f. All revenues from accessory equipment, other than that which is jointly owned, or for labor, shall go to the community supplying such labor and accessory equipment.
- g. In any event, municipal use shall have priority over any contract use.

5. Termination

- a. Termination of its responsibilities and obligations under this agreement may be accomplished by any community upon at least ninety (90) days written notice to its co-owners and upon receipt by such co-owners of sufficient documentation to transfer title of TV unit to the remaining municipalities on equal basis.
- b. It is expressly understood and agreed that a terminating community shall not be entitled to any recovery of its portion of the purchase price or value of the TV unit.

6. Prior Agreement

- a. Obligations under the previous agreement for sharing similar equipment, dated December 12, 1972, to the extent they are in conflict with or modified by this agreement are hereby to such extent void and canceled.

7. Disputes

- a. In the event that a dispute between the parties hereto shall arise as to the interpretation or implementation of this Agreement, the parties shall meet in good faith and attempt to resolve said dispute with the cooperative spirit of this Agreement. In the event that the parties shall be unable to resolve any dispute by their own action, the parties may arbitrate the matter in accordance with procedures established by, and in accordance with Wisconsin State Statutes, as it now exists, and it may hereinafter be amended. No party may refuse the request to resolve disputes by this arbitration procedure.

8. Liability

- a. Nothing contained within this agreement is intended to be an assumption of liability for the acts or omissions of any one community by any other participating community. Similarly nothing contained herein is intended as a waiver of any participating community to rely upon immunities or limitations to liability to third parties as may be contained within Wisconsin Statutes s.893.80. or other applicable law.

IN WITNESS THEREOF, the parties have executed this Agreement on the day and year first above written.

ATTEST

VILLAGE OF BROWN DEER, WISCONSIN

By _____

ATTEST

CITY OF MEQUON, WISCONSIN

By _____

ATTEST

VILLAGE OF SHOREWOOD, WISCONSIN

By _____

Attachment: Revised TV Agreement (RESOLUTION 4159 : Termination of TV Truck Agreement)