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Office of the City Clerk
Taped & Televised

COMMITTEE OF THE WHOLE

Tuesday, January 11, 2022

6:45 PM

Christine Nuernberg Hall

Amended Agenda

1. Call to Order, Roll Call
2. Departmental Reports
3. Resolutions
 - a. **RESOLUTION 3909** A Resolution Amending the 2021-2024 Collective Bargaining Agreement Between the City of Mequon and the Mequon Fire & EMS Association, in Connection with Establishment of a Full-Time Paramedic/Firefighter Position
 - b. **RESOLUTION 3910** A Resolution Approving Acceptance of a \$20,000 Donation from the Thiensville-Mequon Rotary Foundation and Authorizing the Purchase and Installation of an ADA Accessible Fishing Pier at Rotary Park by Summerset Marine Construction, Eagle, Wisconsin, for a Total Cost of \$70,000
4. Discussion
 - a. **ORDINANCE 2021-1616** An Ordinance Creating Section 62-21 of the Mequon Municipal Code Relating to Signs Along Streets and on Public Property
 - b. Potential Renewal of the City's Membership in the League of Wisconsin Municipalities
5. Future Policy Items for Discussion/Consideration/Analysis
6. Adjourn

Dated: January 11, 2022

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



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Office of Fire/Ambulance

TO: Committee of the Whole
FROM: David Bialk, Fire Chief
DATE: December 6, 2021
SUBJECT: RESOLUTION 3909 A Resolution Amending the 2021-2024 Collective Bargaining Agreement Between the City of Mequon and the Mequon Fire & EMS Association, in Connection with Establishment of a Full-Time Paramedic/Firefighter Position

Background

The adoption of the 2022 Annual Budget includes converting some Paid-on-Call (POC) salary funds to create three full-time Paramedic/Firefighter positions. Since the Mequon Fire & EMS Association already has a four-year collective bargaining agreement with the City, the contract had to be opened up to negotiate additional language for the new positions. The negotiations concluded on December 30, 2021, and the tentative agreement was subsequently ratified by the Union on January 3, 2022. The tentative agreement between the City and the Mequon Fire & EMS Association will expire on December 31, 2024. A red lined copy of the amended agreement is attached.

Analysis

The proposed amendments cover wages, hours and working conditions for the new full-time employees. The new language begins on page 21 of the agreement. No other sections of the contract were amended other than one minor section title modification. The proposed agreement includes:

- Establishment of a 27-day work period per FLSA requirements.
- A medical leave bank, funeral leave, military leave, jury duty, unpaid leave policy, and education incentive that follow the City of Mequon's Employee Handbook.
- A holiday payout for full-time members, similar to the Police Department's contract instead of having holidays off.
- Language requiring full-time members to maintain certifications.
- The ability to accept lateral transfers into the pay schedule.
- Establishment of a paid time off (PTO) benefit.
- Establishment of a uniform allowance.
- A two-year probationary period.
- A shift trading policy.
- Creation of a seven-step salary table ranging from:
 - \$54,160 - \$83,000 in the first year of the contract (2022)
 - \$55,514 - \$85,075 in the second year of contract (2023)
 - \$57,041 - \$87,415 in the third year of the contract (2024)

Fiscal Analysis

As noted, the proposed agreement contains negotiated wage adjustments for each year effective January 1, 2022, through December 31, 2024. Similar to the Mequon Police Association's contract, this tentative agreement provides for a 2.5% cost of living adjustment in 2023 and a 2.75% cost of living adjustment in 2024 for the full-time positions. The City has accounted for the cost of three full-time Paramedic/Firefighter positions in the 2022 budget with a starting salary of \$54,160 plus benefits. There are no other financial changes to any other positions.

Recommendation

A recommendation is forthcoming from the Common Council's Committee of the Whole on January 11, 2022.

Attachments:

Red Lined Mequon Fire CBA 2021-2024 (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3909

A Resolution Amending the 2021-2024 Collective Bargaining Agreement Between the City of Mequon and the Mequon Fire & EMS Association, in Connection with Establishment of a Full-Time Paramedic/Firefighter Position

RECITALS

A. The City has conducted collective bargaining with the Mequon Fire & EMS Association.

B. Agreement on terms establishing the full-time Paramedic/Firefighter position within the existing labor contract has been reached, which has been recommended by the Common Council's Committee of the Whole and ratified by the Fire & EMS Association.

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

1. The amended agreement between the City of Mequon and the Mequon Fire & EMS Association through December 31, 2024, is approved.
2. The Mayor and City Clerk are authorized and directed to execute and deliver the same.

Approved by: John Wirth, Mayor

Date Approved: January 11, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on January 11, 2022.

Caroline Fochs, City Clerk

AGREEMENT

BETWEEN

CITY OF MEQUON

AND

MEQUON FIRE AND EMS ASSOCIATION

Effective Date: January 1, 2021

Expiration Date: December 31, 2024

Attachment: Red Lined Mequon Fire CBA 2021-2024 (RESOLUTION 3909 : Fire & EMS CBA)

TABLE OF CONTENTS

AGREEMENT	1
ARTICLE I – PURPOSE.....	1
ARTICLE II – RECOGNITION	1
ARTICLE III – NEGOTIATIONS	1
ARTICLE IV – MANAGEMENT RIGHTS	1
ARTICLE V – DUES DEDUCTION	3
ARTICLE VI – PROBATIONARY PERIOD.....	5
ARTICLE VII - HOURS OF WORK	6
ARTICLE VIII – SELECTION OF FULL-TIME AND PART-TIME EMPLOYEES	7
ARTICLE IX – TRAINING	7
ARTICLE X – BARGAINING UNTI EMPLOYEE RESPONSIBILITY.....	7
ARTICLE XI – WAGES	8
ARTICLE XII – BENEFITS.....	10
ARTICLE XIII – TOOLS, EQUIPMENT, AND STATION ENVIRONMENT.....	12
ARTICLE XIV – UNIFORMS.....	13
ARTICLE XV – DEPARTMENT COMMUNICATION	14
ARTICLE XVI – DISCIPLINARY ACTIONS	14
ARTICLE XVII – GRIEVANCE PROCEDURE	15
ARTICLE XVIII – ASSOCIATION ACTIVITY.....	17
ARTICLE XIX – COMPLETE CONTRACT	18
ARTICLE XX – NO WAIVER OF RIGHTS.....	18
ARTICLE XXI – NO STRIKE	18

ARTICLE XXII – SUBSTANCE ABUSE.....19

ARTICLE XXIII – AMENDMENTS AND SAVING CLAUSE 19

ARTICLE XXIV – DURATION.....20

ARTICLE XXV – ON PREMISES (OP) PROGRAM.....20

ARTICLE XXVI – FULL-TIME PARAMEDIC/FIREFIGHTER EMPLOYEES..... 21

Appendix A.....28

Appendix B.....29

AGREEMENT

THIS AGREEMENT is made and entered into by and between the CITY OF MEQUON, hereinafter referred to as the “Employer,” and the MEQUON FIRE AND EMS ASSOCIATION, hereinafter referred to as the “Association,” on behalf of and covering the employees of the Employer’s Fire Department, hereinafter referred to as “Employees,” excluding supervisors, confidential, managerial, professional, other represented City employees in the Fire Department and all other City employees.

ARTICLE I – PURPOSE

Section 1.01: The purpose of this Agreement and the desire of both parties to this Agreement to reach an amicable understanding with respect to the employer-employee relationship which exists between them, to enter into a complete agreement covering rates of pay, hours of work and conditions of employment, to allow the Employer to operate and manage its affairs as efficiently as possible, and to implement the provisions of Section 111.70, Wisconsin Statutes.

ARTICLE II – RECOGNITION

Section 2.01: The Employer agrees to recognize the Association as the exclusive bargaining agent for the employees of the Employer’s Fire Department, hereinafter referred to as “Employees,” excluding supervisors, confidential, managerial, professional, other represented City employees in the Fire Department and all other City employees, for the purposes of conferences and negotiations with the Employer or its lawful authorized representatives on questions of wages, hours and conditions of employment.

ARTICLE III – NEGOTIATIONS

Section 3.01: Either party may select for itself a negotiator or negotiators for the purposes of carrying on conferences and negotiations under the provisions of Section 111.70, Wisconsin Statutes. The parties shall advise each other of the name(s) of their negotiator(s).

ARTICLE IV – MANAGEMENT RIGHTS

Section 4.01: The Association recognizes the prerogatives of the Employer, the Fire Chief and the Board of Police and Fire Commissioners to operate and manage their affairs in all respects in

1 accordance with their responsibility and in the manner provided by law, and the powers or
2 authority which the Employer, the Fire Chief and the Board of Police and Fire Commissioners
3 have not specifically abridged, delegated or modified by other provisions in this Agreement are
4 retained exclusively by the Employer, the Fire Chief and the Board of Police and Fire
5 Commissioners. Such powers and authority, in general include, but are not limited to the
6 following:

- 7 1. To determine its general business practices and policies and to utilize personnel,
8 methods and means in the most appropriate and efficient manner as is possible.
- 9 2. To manage and direct employees of the Employer, to make assignments of jobs, to
10 determine the size and composition of the work force, to determine work to be
11 performed by the work force and each employee and to determine the competence and
12 the qualifications of the employees.
- 13 3. To determine the method and means by which the operations of the Employer are to be
14 conducted.
- 15 4. To utilize temporary, provisional and part-time employees when deemed necessary.
- 16 5. To hire and promote employees, to transfer employees within the department, and to
17 make promotions to supervisory positions in the manner most advantageous to the
18 Employer.
- 19 6. To lay off employees.
- 20 7. To discipline, suspend, demote and discharge employees for just cause.
- 21 8. To establish or alter the number of shifts, hours of work, work schedules, methods and
22 processes.
- 23 9. To create new positions or departments, to introduce new or improved operations or
24 work practices, to terminate or modify existing positions, departments, operations or
25 work practices, and to consolidate existing positions, departments or operations.

10. To make and alter rules and regulations for the conduct of its business and of its employees.

11. To subcontract or contract out work when deemed necessary.

The Employer shall be under no duty to bargain concerning the exercise of or the decision to exercise the above powers or authority. Provided however, the employer shall upon Association request, bargain the impact of the exercise of these powers upon the employees' wages, hours, and conditions of employment.

Section 4.02: The parties agree that each employee shall perform all the duties of his/her classifications and it is understood by the parties that every incidental duty connected with the operations enumerated in any job description is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employee.

ARTICLE V – DUES DEDUCTION

Section 5.01: Membership Not Compulsory: As the exclusive bargaining agent in a collective bargaining unit comprised of the employees of the Mequon Fire Department, but excluding supervisors, confidential, managerial, professional, other represented City employees in the Fire Department and all other City employees, the Association will represent all such employees, members and non-members fairly and equally, and the employees in the unit will be required to pay their proportionate share of the cost of the collective bargaining process and contract administration measured by the amount of dues uniformly required of all members. No employee shall be required to join the Association, but membership shall be made available to all eligible employees who apply consistent with the Association's constitution and by-laws. No employee shall be denied Association membership because of any protected category covered under state or federal law.

Section 5.02: Dues Deduction: The Employer agrees that effective with the first month following the execution date of this Agreement, and continuing thereafter during the life of this Agreement, it will deduct from the earnings of all employees in the collective bargaining unit described above, and who have individually signed the voluntary dues deduction authorization form provided by the Association prior to the first of the month following execution of this Agreement, an amount

1 equal to the monthly dues certified by the Association in writing as the current monthly dues
2 required of all members when the member's net monthly pay after deductions exceeds the dues
3 amount. When the net pay after deductions is less than the dues amount, the Employer shall not
4 deduct any amount for dues and shall not be held responsible for that particular dues amount.

5 The voluntary authorization shall include the following statement:

6 "I, the undersigned, hereby authorize the Employer to deduct Association dues from my
7 wages each and every month and direct that such amounts so deducted by sent to the
8 Treasurer of the Association for and on my behalf. The authorization shall be irrevocable
9 and shall automatically renew itself for successive years unless I give thirty (30) days
10 written notice to the Employer and the Association of my desire to change the amount or
11 revoke the dues deduction at the end of the thirty (30) day period or at the end of such
12 year."

13 The Employer agrees to deduct the appropriate amount from each paycheck each month of each
14 employee requesting such deduction and in accordance with the provisions of this Article,
15 following receipt of the above enumerated statement.

16 **Section 5.03: Payment to the Association:** The Employer shall pay the amount so deducted for
17 dues payments and fair share payments to the Treasurer of the Association on or before the end of
18 the month following the month in which such deduction was made as of the effective date of this
19 Agreement. The Employer will provide to the Association a list of the employees from whom
20 such deductions have been made along with each monthly remittance to the Association.

21 **Section 5.04: Changes in Amount of Deductions:** Changes in the amounts required to be
22 deducted in Sections 5.02 or 5.03 above shall be certified by the Association to the Employer thirty
23 (30) days before the effective date of the change. In the event of any change in the dues or fair
24 share payment, the Association agrees to submit to the Employer a sworn statement that the
25 increase is due to the increased cost of the bargaining process and administration of the contract.

26 **Section 5.05: Hold Harmless:** The Employer shall not be liable to the Association, employee or
27 any party by reason of the requirements of this Agreement for the remittance or payment of any
28 sum other than that constituting actual deductions made from employee wages earned. The

Association shall defend, indemnify and hold the Employer harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer under this Agreement.

Section 5.06: Dispute Resolution: In the event of any dispute over the interpretation or enforcement of the terms of this Article, a grievance may be filed and processed under the Grievance Procedure.

Section 5.07: Termination of this Article: In the event the Association violates any provision of the No-Strike Article in the collective bargaining agreement between the parties, this Article shall be immediately terminated. In the event a labor organization other than the Association is recognized by the City, or is certified by the Wisconsin Employment Relations Commission, as the exclusive bargaining representative for all or any portion of the employees included in the collective bargaining unit referred to in Section 5.01 above, this Article shall be immediately terminated.

ARTICLE VI - PROBATIONARY PERIOD

Section 6.01: Initial Appointments: Newly appointed Employees shall be subject to a two (2) year probationary period. The probationary period may be shortened in duration at the sole discretion of the Chief after one (1) year of employment with the Department and after the Employee has completed certifications for Fire Fighter 1 and EMT-Basic. An Employee whose probationary period is reduced to less than a two (2) year period may be returned to probationary status for the remainder of the two (2) year period at the sole discretion of the Chief. During the probationary period, the probationary employee may be discharged or otherwise disciplined at the sole discretion of the Fire Chief without further appeal.

Section 6.02: Promotions: Any individual promoted within the ranks will be subject to a one (1) year probationary period. During the probationary period, the individual will perform the duties of the position and be subject to all rules, regulations and responsibilities of the promotional position. During the promotional probationary period, the probationary employee may be demoted at any time at the sole discretion of the Fire Chief without further appeal.

ARTICLE VII – HOURS OF WORK

Section 7.01: First Responder and Ambulance On-Call Schedule: The Employer will first seek to fill First Responder and Ambulance on-call time with volunteers subject to the Employer's right to assign employees to on-call time based on their availability.

Employees shall submit their First Responder and ambulance availability schedule at least two weeks in advance whenever feasible. The Employer will develop a schedule and will notify Employees of their First Responder and ambulance on-call schedule as soon as administratively feasible.

Provided adequate staffing, no bargaining unit member shall be involuntarily assigned to more than 12 first responder duty hours per week.

Section 7.02: First Responder and Ambulance Shift Trading: Employees scheduled for First Responder or Ambulance on-call hours shall be allowed to trade all or part of any such hours with another appropriately qualified Employee with the prior approval of the Chief. The Employee initiating the trade shall be responsible for obtaining the prior approval of the Chief. No trade may result in an employee working more than 212 hours in a work period.

If due to an unforeseen emergency such as illness or, family emergency, prior to or during on-call hours, and the Employee is unable to find another qualified Employee to cover his/her on-call hours and consistent with paragraph 1 of this section, the Employee shall immediately contact the Chief who will locate a replacement Employee.

Section 7.03: Station Work Hours: To the extent practical, opportunities for station work shall be distributed as follows: The Chief shall notify employees of the opportunity to perform station work, setting a deadline for response. If more employees respond than can be assigned to perform the available work, the qualified employees with the least number of station work hours for the year shall be assigned to the available slots. Determination of the amount, timing and schedule of station work shall be at the Chief's discretion. Station work which must be performed upon short notice shall be at the Chief's discretion and is not subject to notification of employees prior to assigning the work.

1 **Section 7.04: Work Period:** The work period shall be twenty-eight (28) consecutive days for
2 purposes of compliance with the requirements under the Fair Labor Standards Act. The maximum
3 number of hours in a work period shall not exceed two hundred and twelve (212) hours of work.

4 **Section 7.05:** Employees shall maintain active status by fulfilling the minimum call and training
5 requirements established by the Fire Chief. Employees shall work scheduled hours or attend
6 training at least once during a consecutive ninety-day period of time. In the event the employee
7 during the ninety consecutive day period fails to maintain active status by failing to attend training,
8 to respond to calls, or work scheduled hours, unless excused by the Fire Chief with the Chief's
9 prior authorization, the Chief shall treat such employee's non-excused failure to work and train as
10 the Employee's resignation from employment which the Chief may accept at the conclusion of the
11 ninety consecutive day period and thus resulting in the end of employee's employment. Employee
12 may reapply to serve the City as a new hire and subject to completion of the full Section 7.01
13 probationary period.

14 **ARTICLE VIII – SELECTION OF FULL-TIME AND PART-TIME EMPLOYEES**

15 **Section 8.01: Candidate Selection:** The Chief commits to incorporating into his promotions and
16 hiring policies for bargaining unit positions his commitment to giving preference to the internal
17 qualified candidate when assessing candidates who are of equal merit for filling a vacancy.

18 **Section 8.02: Seniority:** Seniority for all Employees shall be calculated based on the original
19 date of hire or adjusted date of hire.

20 **ARTICLE IX – TRAINING**

21 **Section 9.01: Training Documentation:** The Employer shall ensure that all EMS-related
22 training is properly documented in department or individual training records to support EMS
23 continuing education requirements. An annual report of all such training shall be provided to each
24 Employee no later than January 30th of the subsequent year.

25 **ARTICLE X – BARGAINING UNIT EMPLOYEE RESPONSIBILITY**

26 **Section 10.01: Certification Maintenance:** Employees shall maintain all basic certifications and
27 licensures required to hold their position (CPR and EMT). An Employee who fails to maintain

1 such certification and licensure will be subject to disciplinary action up to and including
2 termination.

3 **Section 10.02: Approved Lapse of Certification:** Upon a verbal consultation with the Chief
4 and a subsequent written request, a non-officer Employee hired before October 27th, 2007 and
5 with 10 or more years of service, may request that their EMT certification be allowed to lapse.
6 Employees may voluntarily demote in order to comply with this Section.

7 **ARTICLE XI – WAGES**

8 **Section 11.01: Pay Rates:** The wages of employees covered by this Agreement shall be as
9 provided in Appendix “A” attached hereto and made part of this Agreement. Wages shall be paid
10 monthly.

11 **Section 11.02: Call Pay:** Employees engaged in the delivery of fire, rescue and EMS services to
12 the community shall be paid the rank appropriate straight time hourly pay rate prescribed in
13 Appendix A for such time worked.

14 **Section 11.03: Training Pay:** Employees who are authorized by the Chief to attend any
15 Department scheduled training, will be paid at the straight time hourly rate listed in Appendix A.

16 **Section 11.04: Station Work Pay:** Employees assigned to perform station work will be paid at
17 the straight time hourly rate of pay listed in Appendix A for station work. Station work includes,
18 but is not limited to, training preparation, donated structure preparation, testing and maintenance
19 of hose, tools and equipment, station stand by during severe weather and station maintenance.

20 **Section 11.05: Ambulance and First Responder On-Call Pay:** Employees will be compensated
21 at the appropriate straight time hourly rate of pay listed in Appendix A for ambulance and first
22 responder on-call time.

23 **Section 11.06: Vehicle Inspection Pay:** Employees who are assigned to perform inspections of
24 department vehicles will be paid at the straight time hourly rate of pay for their current
25 classification as listed in Appendix A.

Section 11.07: Professional Development Pay: Employees who are authorized by the Chief to attend a professional development course will be paid \$5.17 per hour for each hour of the course upon completion of and passing the course. The Department will pay the cost of tuition, books and other materials required for the professional development course.

Upon the successful completion of the EMT – IV certification program, the Department will provide a one-time stipend of \$1550.00.

Section 11.08: Pay Increments: Employees will be paid a minimum of one (1) hour for the first hour of work and then in quarter-of-an-hour increments for any work that exceeds one (1) hour.

Section 11.09: Court Time: In the event an Employee is subpoenaed to testify in court on a City of Mequon Fire Department related matter, the Employee shall be paid the rank appropriate pay rate prescribed in Appendix A. Employees shall endorse over to the City of Mequon all witness checks or appearance fees.

Section 11.10: Pay Dates: Employees will be paid on a bi-weekly basis according to the Employer's established payroll schedule. Employees will be offered a direct deposit option. Employees will receive a bi-weekly report of all paid activities covered in the bi-weekly payroll at the time of payment. An annual schedule of the bi-weekly payroll dates will be provided to employees and the Association by January 5th of the respective calendar year.

Section 11.11: Community Education Pay: Employees assigned to perform community education work including, but not limited to, fire and EMS support for community groups/events, fire inspections, school fire drills and burning permit inspections will be paid at the straight time hourly rate of pay listed in Appendix A for community education work.

Section 11.12: Holiday Pay: An Employee who is scheduled for an Ambulance On-Call Shift or First Responder On-Call shift on one of the holidays identified in the City's Personnel Code will be paid double the on-call hourly rate of pay for each hour the Employee is on-call on the holiday. An Employee who is scheduled as a Paramedic On Premises on one of the holidays identified in the City's Personnel Code will be paid time-and-one-half the hourly rate of pay identified in 3b of Appendix A for each hour the Employee is serving as Paramedic On Premises on the holiday. Employees, who respond to a call on one of the holidays identified in the City's Personnel Code,

will be paid double the Employee's regular hourly rate of pay while responding to a call. An Employee will not receive more than one type of pay during any period of time. In addition to the holidays identified in the City's Personnel Code, the Opening Day of Deer Hunting season shall be considered an additional Holiday for purposes of this provisions.

ARTICLE XII – BENEFITS

Section 12.01: Workers' Compensation Insurance: It is the policy of the Employer to provide workers' compensation insurance coverage for employees who are injured during the course and scope of their job consistent with State law.

Section 12.02: Wisconsin Firefighters Association: The Employer shall pay the Wisconsin Firefighters Association annual Membership dues for all Fire Department Employees.

Section 12.03: Wisconsin Retirement System: The Employer shall pay the Employer's required contribution to the Wisconsin Retirement System. The Employee shall pay the full amount of the required employee contribution to the Wisconsin Retirement System as all other City employees. Eligibility requirements and pension benefits shall be as provided by Statutes and the rules and regulations of the Wisconsin Retirement System.

Section 12.04: Retirement Savings: The City shall make available to employees in the bargaining unit the opportunity to participate in a Section 457 program available to other City employees for which the employee is eligible. Any contributions to such plan shall be at the expense of the participating employee.

Section 12.05: Life and Disability Insurance: In addition to Worker's Compensation Insurance, the Employer shall provide Employees with the accidental death & disability insurance that provides not less than the following benefits and benefit levels:

Death Benefits

Covered Injury/Illness Death Benefit	\$50,000.00
HIV Positive Benefit	\$0.00
Bereavement Benefit	\$0.00

1	Dependent Child Benefit (per Child)	\$0.00
2	Seat Belt Benefit	\$0.00
3	<u>Impairment Benefits</u>	
4	Dismemberment Benefit	\$10,000.00
5	Visual Impairment Benefit	\$0.00
6	Cosmetic Disfigurement Benefit	\$0.00
7	Permanent Physical Impairment Benefit	\$0.00
8	Felonious Assault Benefit	\$0.00
9	Impairment Modification Benefit	\$0.00
10	<u>Income Protection</u>	
11	Weekly Total Disability Benefit	\$200.00
12	Earned Income Replacement Benefit	\$0.00
13	Partial Disability Benefit	\$0.00
14	First Week Disability Benefit	\$0.00
15	Cost of Living Adjustment Up To	\$0.00
16	Transition Benefit	\$0.00
17	Retraining Benefit	\$0.00
18	<u>Medical Expenses</u>	
19	Medical Expense Benefit	\$1,000.00
20	Plastic Surgery Benefit	\$0.00
21		

Family Assistance

Weekly Hospital Confinement Benefit	\$0.00
Critical Care Benefit	\$0.00
Family Expense Benefit	\$0.00
Rehabilitation Benefit	\$0.00
Mental Stress Management (per Person, per Incident)	\$0.00
Traumatic Incident Benefit (per Covered Activity)	\$0.00
Health Insurance Premium Benefit	\$0.00

Section 12.06: Employee Assistance Program: The Employer shall provide an Employee Assistance Program to all employees of the Department. The cost of such program will be paid for by the Employer.

ARTICLE XIII – TOOLS, EQUIPMENT, AND STATION ENVIRONMENT

Section 13.01: Tools and Equipment: The Employer shall furnish and maintain in safe working condition all required tools, equipment and apparatus to employees to carry out their job duties. Employees will be responsible for promptly reporting problems with or safety concerns regarding tools, equipment and apparatus. Tools, equipment and apparatus owned by the Employer will not be used for personal purposes.

Section 13.02: Station Furnishings: If personnel are required to spend night-time hours at the station, the Employer shall provide each Employee on duty with a bed, a sanitary mattress, and clean linen. The Employer shall equip each station with male and female rest rooms. The Employer shall provide each Employee with a City-owned locker for personal items. Employees shall be allowed to provide a padlock for their assigned locker.

Section 13.03: Station Maintenance: The Employer shall be responsible for maintaining all fire station facilities in safe working condition.

ARTICLE XIV – UNIFORMS

Section 14.01: Uniforms and PPE: The purchase, use, wearing and maintenance of uniforms and PPE items shall be subject to the rules and regulations established by the Chief of the Department. The Employer shall provide all required uniform and PPE items for use while on-duty. Employees, upon hire, shall be issued the following uniform items which shall remain the property of the Mequon Fire Department: (1) Dress shirt, (1) dress pants, (1) belt and (1) badge. The Employer shall pay the cost of any new required items that are required as a result of changes in the uniform, if such changes are mandated by the Employer

Section 14.02: Uniform Allowance: All employees covered by this contract for a minimum of twelve (12) months prior to the first pay period in December and who have completed at least 75% of the annual training requirements, shall receive an annual uniform allowance to purchase additional uniforms and PPE items. The purchase, use, wearing and maintenance of additional uniforms and PPE items shall be subject to the rules and regulations established by the Chief of the Department. The allowance is based on annual on-call and on-premises hours in accordance with the following schedule:

Hours	Allowance
2,000	\$400
1,500	\$300
1,000	\$200
500	\$100

Such payment is to be made on the first pay period in December and have the applicable state and federal taxes withheld. A new employee shall be eligible for a prorated uniform allowance based on the number of full months from the employee's date of hire to the following December 1.

Section 14.03: Eyewear Replacement: The Employer shall repair or replace eye wear damaged in the line of duty up to a limit of two hundred dollars (\$200.00) per incident, provided that the

original eyewear are of shatterproof materials and the Employee submits receipt for a repair or replacement cost.

ARTICLE XV – DEPARTMENT COMMUNICATION

Section 15.01: Department Postings: All department communications shall be posted at each station on the bulletin board and/or the duty desk to ensure that all Employees receive these communications in a timely manner. Email shall only be used to supplement these postings. A copy of all department communications shall be provided to the Association at the same time it is distributed to the Employees.

Section 15.02: SOPs and SOGs: A copy of all updates, if any, to department SOPs and SOGs shall be distributed to all Employees and to the Association. No disciplinary action shall be taken against an Employee for the violation of an SOP or SOG that has not been properly communicated.

Section 15.03: Mailboxes: Each station shall be provided with mailboxes for each Employee. Pay slips and all Fire department communications shall be properly distributed. The Association shall be allowed to use these mailboxes for the distribution of official communications with its members. A mailbox shall be provided for the Association at Station 1 for the receipt of department communications as described in Section 16.01 of this Article and for the conduct of routine business with its members.

ARTICLE XVI – DISCIPLINARY ACTIONS

Section 16.01: Documentation: All disciplinary action, including oral reprimand shall be documented in writing and provided to the Employee in writing in a timely manner.

Section 16.02: Representation: Employees shall have the right to have an Association representative present for any disciplinary investigation and action. For the purposes of this section, representation shall be provided by one of at least six representatives who shall be identified by the Association to the Employer in writing at least two of whom shall be regularly available between 8am and 8pm.

Employees shall have the right to file a written response to any discipline which shall become part of the disciplinary record.

When two employees are involved in the same incident giving rise to discipline, neither shall represent the other.

Section 16.03: Disciplinary Records: Employees will be notified in writing when a formal written reprimand is placed in their personnel file. The employee shall have the opportunity to respond in writing to any information to which he/she disagrees. Such response shall become a permanent part of the employee's personnel except as provided in the paragraph below.

ARTICLE XVII – GRIEVANCE PROCEDURE

Section 17.01: The grievance procedure provided for in this Article shall apply only to grievances involving the interpretation or application of the specific provisions of this Agreement *provided, however, that suspensions, demotions and discharges shall be processed exclusively under the provisions of Section 62.13, Wisconsin Statutes.* The grievance process must be initiated within fifteen (15) working days of the incident or within ten (10) working days of the time the aggrieved became aware or should have been aware of the incident. Any grievances not reported or filed within the time limits set forth above shall be invalid. (Working days for purposes of this Article, shall be Mondays through Fridays, excluding holidays.)

Any dispute relative to the interpretation or application of this Agreement between the Employer and the Employee shall be handled as follows:

Step 1: The Employee, who may be accompanied by a representative of the Association if s/he desires, shall discuss the grievance orally with the Fire Chief. The Fire Chief shall respond orally within ten (10) working days thereafter.

Step 2: If the grievance is not satisfactorily settled at Step 1, the grievance shall, within ten working days after the oral response of the Fire Chief be submitted in writing to the Fire Chief. The Fire Chief shall respond in writing within ten (10) working days thereafter.

Step 3: If the grievance is not satisfactorily settled at Step 2, the grievance shall, within the (10) working days, be submitted to the City Administrator. Within ten (10) working days of receipt of the grievance, the City Administrator shall confer with the concerned parties. A written determination of the grievance shall be submitted to the grievance by the City Administrator within ten (10) working days after conferring with the parties.

1 Step 4: If the grievance is not satisfactorily settled at Step 3, the grievance may be
2 submitted in writing to the Wisconsin Employment Relations Commission for the purpose of
3 arbitration. Any decision issued by said Commission, within its jurisdiction, shall be final and
4 binding on both parties. If the parties are unable to mutually agree on a WERC staff member to
5 arbitrate the grievance, the parties shall request a panel of seven (7) arbitrators from the WERC.
6 The parties shall alternatively strike from the list provided by the WERC, with the party filing the
7 grievance going first, until one person remains. The remaining person shall be the arbitrator for
8 the grievance at issue.

9 **Section 17.02:** The arbitrator shall neither add to, detract from nor modify the language of this
10 Agreement in arriving at a determination of any issue presented. It is the intent of this Section that
11 both the Association and the City desire the arbitrator to expressly confine him/herself to the
12 precise issue(s) submitted for arbitration. The arbitrator shall have no authority to determine any
13 other issue not so submitted to him or to submit observations or declarations of opinion which are
14 not directly essential in reaching the determination.

15 **Section 17.03:** All expenses which may be involved in the arbitration proceeding shall be borne
16 by the parties equally, except that:

17 a) The expenses related to the calling of witnesses or the obtaining of depositions or
18 any other similar expenses associated with such proceedings shall be borne by the
19 party at whose request such witnesses or depositions are required.

20 b) Each party shall be responsible for the costs of its own attorney fees and expenses.

21 **Section 17.04:** When a grievance is required to be in writing, it shall state the specific provision
22 or provisions of the Agreement alleged to have been violated.

23 **Section 17.05:** All appeals of duly filed grievances not submitted by the grievant or his/her
24 representative within the time limit specified, shall be deemed abandoned grievances and as such,
25 shall be considered as being resolved in favor of the Employer. This provision does not apply to
26 Step 1 of the grievance process. This section shall not apply to Step 1 of the grievance process.

27 **Section 17.06:** The Association agrees to furnish the City Administrator with an up-to-date list of
28 the members and chairman of its Grievance Committee.

Section 17.07: No grievance shall be submitted or processed under this Agreement which relates to a period prior to the execution date of this Agreement. Any grievance pending prior to the execution date of this Agreement shall be governed by the terms and provisions of the preceding Agreement, if any.

Section 17.08: A written reprimand from the Fire Chief may be grieved, but only through step three of the grievance process.

ARTICLE XVIII – ASSOCIATION ACTIVITY

Section 18.01: Association Meetings: The Fire Chief shall not schedule training or duty that can be performed at other times on the third Monday of each month.

There shall be no Association meetings or other Association business or activity by any bargaining unit employee while on paid emergency duty, during department meetings, or during department training.

Association meetings may be held at the Fire Station provided the Fire Chief or Deputy Fire Chief has given prior approval and the meeting does not interfere with the business of the Fire Department or other scheduled events.

To facilitate emergency response, the Employer shall allow the Association to use the premises of Station 1 to conduct monthly, special, and committee meetings.

Section 18.02: Meeting Participation: All Association Employees shall be allowed to attend Association meetings regardless whether they are on scheduled duty, provided that Employees are available to respond to an emergency.

Section 18.03: Association Bulletin Board: The Employer shall provide bulletin board space for the Association's use at Station 1 and Station 2. The bulletin board shall be used for official Association business including notices for meetings, recreational, and social events.

Section 18.04: Association Representatives: The Association agrees to conduct its business off the job as much as possible. Employees elected or appointed to represent the Association shall be allowed time to perform required Association functions while on duty except when responding to

an emergency and *provided that this activity does not interfere with the employees' performance of his or her duty.*

ARTICLE XIX – COMPLETE CONTRACT

Section 19.01: This Agreement constitutes an entire Agreement between the parties and no verbal statement shall supersede any of its provisions.

Section 19.02: The parties acknowledge that this Agreement is the result of the unlimited right and opportunity afforded to each of the parties to make any and all requests and proposals with respect to the subject of rates of pay, hours of work and conditions of employment and incidental matters respecting thereto.

ARTICLE XX – NO WAIVER OF RIGHTS

Section 20.01: Neither party to this Agreement waives any rights possessed by it under State or Federal laws, Regulations or Statutes, including Section 111.70, Wisconsin Statutes. It is intended by the provisions of this Agreement, that there be no abrogation or limitation of duties, obligations, or responsibilities of the Employer, the Board of Police and Fire Commissioners, or the Fire Chief which are provided for either by State Statutes or charter ordinances of the City of Mequon. In the event of a conflict between the provisions of this Agreement and such State statutes or charter ordinances, the latter shall, in all cases, be applicable and shall prevail. General ordinances of the City of Mequon here to related shall be in full force and effect except as expressly provided otherwise in this Agreement.

ARTICLE XXI – NO STRIKE

Section 21.01: The Association pledges itself to make every effort to maintain unimpaired the fire and ambulance services provided to the community. It shall not cause, counsel or permit its members, of any of them individually, or in concert to strike, slow down, disrupt, impede or otherwise impair the normal functions of the Department, or to refuse to perform any customarily assigned duties for the Employer, nor shall any employee participate in such prohibited activity. The occurrence of any such prohibited activity by the Association or employees shall be deemed illegal and violation of this Agreement shall render the Association and the employees subject to the penalties provided herein.

Section 21.02: Should one or more members of the bargaining unit during the term of this Agreement or any extension thereof, breach the obligations of Section 22.01, the Employer shall immediately notify the officers of the Association that a prohibited action is in progress. The Association shall immediately, and in any event within twelve (12) hours, by the senior responsible officer of the Association, disavow said strike, shall order its member or members in writing to return to work or cease the prohibited activity and provide the Employer with a copy of its order or alternatively accept responsibility for such strike.

Section 21.03: Whether or not the Association is liable for any activity prohibited by Section 22.01, any employee who engages in any such activity may be subject to the following penalties:

- a) Discharge, or other disciplinary action.
- b) Loss of compensation and other benefits.
- c) Extra hours of work without pay.

Section 21.04: In addition to any action or penalties provided in this Article, the Employer may enforce any other legal rights and remedies to which by law it is entitled.

Section 21.05: There shall be no lockout by the Employer during the term of this Agreement or any extension thereof.

ARTICLE XXII – SUBSTANCE ABUSE

Section 22.01: The City of Mequon Drug Testing Policy as published in the Employee Policies and Procedures Manual shall be incorporated in the Agreement as an appendix.

ARTICLE XXIII – AMENDMENTS AND SAVING CLAUSE

Section 23.01: This Agreement may not be amended except by the mutual consent of the parties in writing.

Section 23.02: If any provisions of this Agreement shall be held invalid, the validity of the remaining portions of this Agreement shall not be affected and the parties shall immediately meet to re-negotiate such invalid portions.

ARTICLE XXIV – DURATION

Section 24.01: This Agreement shall be effective as of January 1, 2021 and shall remain in effect through December 31, 2024. In the event a new agreement is not reached by this date, all benefits and conditions of this Agreement shall carry on until a successor agreement is negotiated, provided that it does not exceed three (3) calendar years in duration. In the event the new agreement is desired to take effect after the termination of this Agreement, the Association shall give written notice of its desire to commence negotiations on or about July 1 in the year in which the contract terminates. Thereafter the parties shall mutually agree to a date to exchange proposals and commence bargaining.

ARTICLE XXV – ON PREMISES (OP) PROGRAM

Section 25.01: Effective March 1, 2014, the City will implement a Paramedic On Premises Program.

Section 25.02: A Paramedic On Premises shift is defined as twenty four and one-half (24.5) hours. If an employee is scheduled for a full shift of 24.5 hours, eight hours of the shift (11:00 p.m. – 7:00 a.m.) will be deemed sleep time and will not be counted as hours of work for purposes of determining whether an employee has exceeded the maximum number of hours of work permitted in the work period and thus, is eligible for overtime pay for hours worked in excess of the allowable maximum. If a paramedic, who is scheduled to work a full shift, is unable to obtain at least five (5) hours of sleep during a shift, which need not be a continuous five (5) hours, the entire shift will be counted as hours of work.

Section 25.03: Shift Trading: Employees scheduled for On Premises Paramedic shifts shall be allowed to trade any or all of their shift hours with another appropriately qualified Employee with the prior approval of the Chief. The Employee initiating the trade shall be responsible for obtaining the prior approval of the Chief. No trade may result in an employee working more than 212 hours in a work period.

Section 25.04: Employee On Premises Program: The City will implement an Employee On Premises Program. An Employee On Premises will be designed to staff personnel during hours designated by the Chief. If an employee is scheduled for a full shift of at least 24.5 hours, eight

hours of the shift (11:00 p.m. – 7:00 a.m.) will be deemed sleep time and will not be counted as hours of work for purposes of determining whether an employee has exceeded the maximum number of hours of work permitted in the work period and thus, is eligible for overtime pay for hours worked in excess of the allowable maximum. If an employee, who is scheduled to work a full shift, is unable to obtain at least five (5) hours of sleep during a shift, which need not be a continuous five (5) hours, the entire shift will be counted as hours of work. Employees scheduled for Employee On Premises shifts shall be allowed to trade any or all of their scheduled shift hours with another appropriately qualified Employee with the prior approval of the Chief. The Employee initiating the trade shall be responsible for obtaining the prior approval of the Chief. No trade may result in an employee working more than 212 hours in a work period.

ARTICLE XXVI – FULL-TIME PARAMEDIC/FIREFIGHTER EMPLOYEES

Section 26.01: Effective January 1, 2022, the City may implement a full-time Paramedic/Firefighters Program. The following articles of this agreement do not apply to full-time employees, as well as any language specific to paid-on-call employees:

ARTICLE VI – PROBATIONARY PERIOD

ARTICLE VII – HOURS OF WORK

ARTICLE IX – TRAINING

ARTICLE XII – BENEFITS

ARTICLE XIV – UNIFORMS

ARTICLE XXV – ON PREMISES (OP) PROGRAM

The language of this Article XXVI only applies to full-time employees.

Section 26.02: Probationary Period: Full-time employees shall be subject to a 24-month probationary period commencing at the beginning of full-time status. The probationary period can be extended at the sole discretion of the Fire Chief. During the probationary period, the probationary employee may be discharged or otherwise disciplined at the sole discretion of the Fire Chief and without further appeal.

Section 26.03: Certification and Licensure Maintenance: Employees shall maintain all basic certifications and licensures required to hold their position as set forth in their assigned job

1 description as amended from time to time. An employee who fails to maintain a required
2 certification and licensure will be subject to removal by the Fire Chief for failure to maintain
3 qualifications, and the employee may also be subject to disciplinary action up to and including
4 termination for any behavior construed as misconduct.

5
6 **Section 26.04: Schedule:** A normal shift and work schedule for full-time employees is set by the
7 Chief. The FLSA work period of the employees shall be set by the City and shall be up to a 27-
8 day work period.

9
10 **Section 26.05: Shift Trading:** Employees may trade a shift with another appropriately qualified
11 full-time employee with the prior approval of the Chief. The City shall not be responsible for
12 overtime in the event an employee fails to report, and any shift backfilled by the City shall be at
13 straight time pay for the employee called in to report for work unless overtime is required by law.

14
15 **Section 26.06: Wages:** The wages of full-time employees covered by this Agreement shall be as
16 provided in Appendix B. Employees shall progress to the next step annually based on their date
17 of hire. Wages shall be paid following the City's standard payroll process. The Fire Chief, with
18 the concurrence of the City Administrator, shall have the discretion to establish the starting rate of
19 pay for a newly hired experienced certified employee above Step 1 of the salary schedule, based
20 on the total experience of the new employee.

21
22 **Section 26.07: Benefits:** Employees eligible for and participating in health program(s) will pay
23 an amount toward the premium to be determined annually by the City. It is understood that based
24 on compliance with the provisions of the Employee Trust Fund 40.10 Wisconsin Administrative
25 Code, employees may be required to make higher contributions towards the cost of their selected
26 health insurance plan in the event the City is participating in the State Plan.

27
28 The City of Mequon may provide access to Long-Term Disability Insurance, Life Insurance, an
29 Employee Assistance Program (EAP), and any other programs the City may provide access to for
30 these employees.

Section 26.08: Holiday Pay: Employees shall receive holiday pay in lieu of time off. Each employee may have the opportunity to earn up to 10 days (240 hours) of holiday pay at the employee's regular rate based on worked time or paid time over the course of the year. Holiday pay shall be paid on the first pay period in December subject to any deduction to over payment of holiday pay to an employee who leaves before the end of the year not accrued.

Section 26.09: Paid-Time-Off: Full-time employees are eligible for the following paid time off benefits:

A proration percentage based on the employee's first day of employment in the first year, any unpaid leave used during a year, and the date employment ends, as follows:

Up to seven (24 hour) workdays based upon the date of hire in the first calendar year of service of full-time service.

Up to Nine workdays after 2 years of service.

Up to Twelve workdays after 4 years of service.

Up to Fifteen workdays after 6 years of service.

Full-time employees will be allowed to carry over a maximum of 48 hours of paid time off from one fiscal year to the next.

Paid time off shall be selected by employees in the first week of December for the following year, subject to final approval by the Chief, and such selections shall be made by the employees by December 8. Employees will have the ability to modify paid time off selections at the discretion of the Chief at any time. Except in case of emergency where all full-time staff are needed, no more than one employee may be off on leave at one time without the Chief's prior approval.

Section 26.10: Medical Leave Bank: The City will provide the option of a Medical Leave Bank for employees. The purpose of the Medical Leave Bank is to address the long-term medical needs for an employee's personal illness or the personal illness of an eligible family member with a serious health condition. The medical needs must be for qualifying events as described in the Family and Medical Leave Act for personal or family medically related reasons. Leave will follow

1 the City's standard Family Medical Leave Act policy and procedures. Once an employee's
2 Medical Leave Bank reaches a maximum of 1,440, no more hours will be credited to the
3 employee's Medical Leave Bank until the accumulated hours fall below the maximum.

4
5 The unused balance of PTO in the Medical Leave Bank shall be accumulated to the employee's
6 credit, provided that the total accumulation credited to an employee at the end of the calendar year
7 shall not exceed 1,440 hours. In the event that the Medical Leave Bank is exhausted for a
8 qualifying event, employees may use PTO. Negative balances in the Medical Leave Bank are not
9 permitted.

10
11 At retirement or termination by the employee or employer, unless otherwise directed, all
12 accumulated leave under this policy will be canceled and shall not be subject to payout.

13
14 Upon reaching full retirement under the Wisconsin Retirement System, an employee retiree who
15 is enrolled in the city's health insurance will be allowed to choose one of the following options:
16 (1) if an eligible retiring employee elects to continue coverage under the City's group health plan,
17 a monthly City contribution toward the retiree's premium in the amount of the group health
18 insurance coverage for the City of Mequon Plan in effect on January 1, 2013, for a period of time
19 not to exceed one month for each ten days of accumulated, unused medical leave; or (2) in lieu of
20 the premium payments described in item (1), a taxable cash payment equal to 50 percent of the
21 premium paid by the City for similarly situated active employees who participate in the City's
22 group health plan, which will be paid out in substantially equal installments annually over the
23 period described above during which the retiree is eligible for a City contribution towards the
24 retiree's health insurance. To receive the cash payment described in item (2) above, the eligible
25 retiree must make an election consistent with the City's Section 125 plan. The City will deduct the
26 cost of the employee's contribution from their final paycheck. After an eligible retiree has
27 exhausted the retiree health insurance benefits described above, the employee and/or her/his
28 spouse may elect to maintain coverage under the City's group health plan, if permitted by the plan,
29 and the retiree will be solely responsible for the full cost of continued coverage. The City may
30 modify or terminate this policy at any time.

Section 26.11: Funeral: Full-time employees may receive up to two shifts paid funeral leave not to extend beyond one day after burial. Funeral leave will apply in the case of each death within one's immediate family which is defined as spouse, children, brother, sister, parent, grandparent, or grandchild of an employee, or of their spouse. Employees will receive one day of funeral leave in the event of the death of an aunt or uncle of either the employee or the employee's spouse. In the event an employee must attend a funeral other than for a member of their immediate family listed in this section because their attendance is required to serve as a pallbearer, they shall be allowed to use one day from accumulated medical leave bank time. Special leaves for this purpose will be limited to one day per occurrence.

Section 26.12: Military Leave: Short-Term Military Leave shall be unpaid and shall be granted in accordance with applicable state and federal laws. For employees on Long-Term Military Leave, the City reserves the right to provide a salary differential in its sole discretion. The employee shall give the City a copy of his/her orders which state where, when, and how long the duty assignment is, within twenty-four (24) hours after the orders are received.

Section 26.13: Jury Duty: The City agrees to provide the employee who is summoned for jury duty, jury duty leave with pay at the base pay of the employee for those jury days that the employee is scheduled to work. Base pay of the employee is the employee's pay rate for scheduled work time during the jury leave, excluding any overtime or supplemental pay. Jury duty includes that period of time which the summoned employee is required to spend in the jury selection process. However, when the employee is not impaneled for duty, and only on call, the employee shall report back to work unless authorized by the Chief or his designee to be absent from his or her work assignment. When an employee is impaneled and dismissed with one (1) hour or more remaining on the employee's shift, the employee will be required to return to work.

Section 26.14: Unscheduled or Unpaid Leave: Unscheduled leave/absences are defined as unscheduled time off that is unapproved in advance by the Chief. If unscheduled leave is due to illness, then the employee shall provide a doctor's note if requested by the Chief in order to return to work. Any other unscheduled leave or unpaid leave not covered by this agreement will follow the terms of the City of Mequon Personnel Code.

Section 26.15: Uniforms: Employees employed full-time a minimum of twelve (12) months prior to the first pay period in December, shall receive an annual uniform allowance of six hundred twenty-five dollars (\$625.00), less all applicable state and federal withholding taxes. Such payment is to be made on the first pay period in December. A new employee shall be eligible for a prorated uniform allowance based on the number of full months from the employee's date of hire to the following December 1.

The purchase, use, wearing, maintenance, and inspection of uniforms shall be subject to the rules and regulations established by the Fire Chief.

The City shall pay the total cost of any new items that are required as a result of changes in the uniform, if such uniform changes are mandated by the City.

The City shall repair or replace uniform components damaged in the line of duty according to the following schedule:

Shirts/Slacks		Jackets	
1 year or less	100%	2 years or less	100%
2 years or less	75%	4 years or less	80%
3 years or less	50%	6 years or less	60%
4 years or less	25%	8 years or less	40%
More than 4 years	-0-	10 years or less	20%
		More than 10 years	-0-

Section 26.16: Education Incentive: Full-time employees who have completed one (1) year of satisfactory employment are eligible to participate in this program.

Employees, subject to approval of the City Administrator, shall be eligible for reimbursement under this program, provided however, that any courses approved must be job-related and offered by an accredited college, university, business, or vocational school. Employees must apply and

receive approval from the Human Resources Division and the Chief prior to beginning the course. Approval is subject to availability of monetary funds.

Time spent in preparation for classes, and attendance of classes, shall be considered off time not compensated by the City. Only tuition costs may be reimbursed under this program, if not compensated for by any other agency. Employees will be reimbursed on a sliding scale based upon the grade: 50 percent (50%) for "C", 75 percent (75%) for "B", and 100 percent (100%) for "A". Reimbursement for tuition will be limited to the lower of the actual tuition for the course or the resident tuition charge for a course of the same number of credits charged by the University of Wisconsin-Milwaukee for the same semester. The City will reimburse an employee up to a maximum of \$1,500 per calendar year.

This Section applies only to courses pursued by employees on their own and does not cover conferences and meetings that employees attend at the direction of their Supervisors. Reimbursement will not be made to an employee who terminates employment with the City prior to completion of the course.

Section 26.17: Medical Examinations: Both parties agree that full-time employees should be physically and mentally fit to perform duties and periodic medical examinations are in the best interest of the employer as well as the employee. The Fire Chief may send a full-time employee for a medical assessment if there is concern of an employee's ability to safely perform their duties.

Signed this ____ day of _____, 20____.

CITY OF MEQUON

MEQUON FIRE AND EMS ASSOCIATION

John Wirth, Mayor

Rick Lemke, President

Caroline Fochs, City Clerk

1 Appendix A

Line	Classification/Type of Pay	2021	2022	2023	2024
1	Captain	\$ 26.86	\$ 26.86	\$ 27.13	\$ 27.40
2	Lieutenant	\$ 26.49	\$ 26.49	\$ 26.75	\$ 27.02
3a	Paramedic (Including CCP)	\$ 26.21	\$ 26.21	\$ 26.47	\$ 26.74
3b	Paramedic On Premises (POP) (Including CCP)	\$ 33.32	\$ 33.32	\$ 33.65	\$ 33.99
4	EMT-IV	\$ 25.96	\$ 25.96	\$ 26.22	\$ 26.48
4b	Employee On Premises (EOP)	\$ 20.00	\$ 20.00	\$ 20.20	\$ 20.40
5	MPO	\$ 25.96	\$ 25.96	\$ 26.22	\$ 26.48
6	Firefighter and/or EMT	\$ 25.76	\$ 25.76	\$ 26.01	\$ 26.27
7c	Probationary Step 3	\$ 20.67	\$ 20.67	\$ 20.88	\$ 21.09
7b	Probationary Step 2	\$ 18.34	\$ 18.34	\$ 18.52	\$ 18.71
7a	Probationary Step 1 (Trainee)	\$ 16.02	\$ 16.02	\$ 16.18	\$ 16.34
8	Vehicle Inspections	individual rate	individual rate	individual rate	individual rate
9	Training	Individual rate	Individual rate	Individual rate	Individual rate
10	Station Work	\$ 16.02	\$ 16.02	\$ 20.00	\$ 20.00
11	Ambulance Trainee On-Call	\$ -	\$ -	\$ -	\$ -
12	Weekday Ambulance On-Call	\$ 3.00	\$ 3.00	\$ 3.03	\$ 3.06
13	Weekday First Responder On-Call	\$ 3.00	\$ 3.00	\$ 3.03	\$ 3.06
14	Weekend Ambulance On-Call	\$ 7.00	\$ 7.00	\$ 7.07	\$ 7.14
15	Weekend First Responder On-Call	\$ 7.00	\$ 7.00	\$ 7.07	\$ 7.14
16	Community Education	individual rate	individual rate	individual rate	individual rate
	Response Premium	\$10.00	\$10.00	\$10.00	\$10.00

2 **Notes:**

3 Line 4a - EMT-IV: For EMS calls, employees with EMT-IV license paid at the EMT-IV rate
4 unless holding rank of Lieutenant or Captain, then paid at the Lieutenant or Captain rate

6 Line 4b – Rate of pay regardless of rank or certifications

8 Line 5 - MPO: Employees with the rank of MPO paid at the MPO rate for Fire and Rescue calls.
9 Paid at the EMT-IV or EMT rate for EMS calls

11 Line 7a - Probationary Step 1: Probationary employee < 6 months employment. Lower rate will
12 only apply to those hired after December 8, 2009

14 Line 7b - Probationary Step 2: Probationary employee >= 6 months, but < 1 year of employment.
15 Lower rate will only apply to those hired after December 8, 2009

17 Line 7c - Probationary Step 3: Probationary employee >= 1 year of employment. Lower rate will
18 only apply to those hired after December 8, 2009

20 Line 10 – Officers who are assigned by the Chief to act as a supervisor when performing station
21 work will be paid at their individual officer rate for the time spent supervising station work

23 Line 11 - Ambulance Trainee On-Call: Any additional staff member on-call for ambulance
24 beyond the number of on-call personnel assigned to the shift

1 Appendix B

2 Paramedic/Firefighter Salary Table

<u>2022</u>						
<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
\$54,160	\$58,966	\$63,772	\$68,578	\$73,384	\$78,190	\$83,000

<u>2023 – 2.50%</u>						
<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
\$55,514	\$60,440	\$65,366	\$70,292	\$75,219	\$80,145	\$85,075

<u>2024 – 2.75%</u>						
<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
\$57,041	\$62,102	\$67,164	\$72,225	\$77,287	\$82,349	\$87,415

3



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2945
Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Parks and Forestry

TO: Committee of the Whole
FROM: Mike Gies, Parks and Forestry Superintendent
DATE: January 11, 2022
SUBJECT: RESOLUTION 3910 A Resolution Approving Acceptance of a \$20,000 Donation from the Thiensville-Mequon Rotary Foundation and Authorizing the Purchase and Installation of an ADA Accessible Fishing Pier at Rotary Park by Summerset Marine Construction, Eagle, Wisconsin, for a Total Cost of \$70,000

Background

As part of Wisconsin DNR's Urban and Community Fishing program, each spring the ponds at Rotary Park are stocked with rainbow trout. This is a long-standing program that promotes fishing in local waters, with a special emphasis on youth and certain disabled anglers. Each of the ponds in the program has specific fishing regulations, and a special fishing season for youth and disabled anglers. Stocking is typically done during the first two weeks of April each year. In the City of Mequon, this applies to Mequon Rotary Park Pond East and West.

Urban fishing waters are small lakes and ponds under 25 acres that are intensively and cooperatively managed with a municipality. They are posted with signs, have special regulations and their shoreline is accessible to the public. Rotary Park's two ponds have a year-round season, no length limits, and a special season (March 13 thru April 23, 2021) for juveniles 15 years of age and younger and certain disabled anglers.

The Rotary Park fishing pier was installed in 1996. It is located on the West Pond, is in disrepair and has reached the end of its useful life. Original to the site, the pier was constructed out of wood. The current wooden pier structure requires replacement due to both its age and deterioration, as well as damage from the freezing and thawing cycles that it is subject to in a typical Wisconsin winter. The Park and Open Space Board approved inclusion of the pier replacement on its prioritized list of capital improvement projects for 2021-2022, but recently, the pier moved to the top of that list due to concerns for public safety. The existing pier has been repaired multiple times but continues to have issues with the rail and deck structures. The current pier needs immediate replacement.

With that in mind, the Park and Open Space Board determined that any replacement pier should be ADA accessible to provide for the opportunity to fish the ponds as intended by the programs it supports. The ADA accessible pier allows for people of all ages and abilities to enjoy the views of the ponds, as well as recreational fishing. Also included as part of the pier replacement would be the installation of 4-5 stone fishing platforms to further support the urban fishing program of the WDNR. The Lannon stone slabs will be placed intermittently

around the edge of the pond in 4-5 locations, creating fishing platforms offering anglers options beyond the pier to fish from or enjoy the pond from alternative vistas.

Analysis

Staff consulted with the WDNR, who indicated that Summerset Marine Construction is a part of the state contract and provides piers for the majority of WDNR ponds. Staff then worked with Summerset Marine Construction on a custom, ADA compliant option for the replacement of the existing pier. The proposed pier will include a main platform at 26'x 10', with a 6'x 24' walking platform to reach the main platform.

The materials for the construction of the new pier will include steel pylons driven to a depth of 21' or bedrock, so settling and freeze thaw cycles will not be issues in the future. The frame is made of galvanized metal with the decking and rails made of a solid composite decking material.

The materials of the pier were chosen to stand up to the four seasons with the estimated life of the pier to be 50 years. The pier also comes with a three-year full warranty.

The slab stones that will be positioned around the perimeter of the pond will be approximately 6'x 7' and 5-6" thick. Each stone weighs approximately 1 to 1.5 ton.

Platforms would consist of 1 to 2 stones depending on size and placement. Staff also worked with the City's Engineering Division on the paving of the path that connects the pier to the Rotary Pavilion, and the adjacent bridge between the two ponds. The paving took place in July of 2021. Please see the attached documents for details on all of the design elements.

Fiscal Impact

The fiscal impact of the project will be funded through a public/private partnership. In July of 2021 staff presented at the Thiensville-Mequon Noon Rotary Club lunch. The Rotary Club determined it would financially contribute \$20,000 to this specific project, through the Thiensville-Mequon Rotary Foundation. The remaining \$47,459.07 would be paid by the Parks Capital Account. Please note that the \$14,224 for the paved path installation was paid in 2021 as a part of the Rotary Park parking lot repaving.

The majority of the removal, preparation and final landscaping will be completed with Department of Public Works labor, and only minimal material costs. The breakdown for the cost of the project is as follows:

Pier Removal and Disposal	\$1,500.00
Pier Installation (Summerset Marine Construction)	\$57,259.07
Stone Fishing Platform Installation (Lannon stone outcropping)	\$6,700
Beautification/Landscape	\$3,500
Total	\$67,459.07

To address any changes in contract quantities, staff requests that total purchase authorization be rounded to \$70,000.

Recommendation

At the November Park and Open Space Board meeting, the Board recommended the allocation of capital funding in 2022 for the fishing pier installation. Staff recommends the Common Council Committee of the Whole favorably endorse and the Common Council approve the resolution accepting the \$20,000 donation from the Thiensville-Mequon Rotary Foundation and authorizing \$70,000 for the pier replacement project.

Attachments:

T-M Rotary Foundation Grant for Rotary Pier (PDF)

Rotary Park Fishing Pier Project Description(PDF)

Summerset Finalized Quote (PDF)

Pier Diagram Final (PDF)

DNR Pier1 (JPG)

Table DNR (JPG)

Current Images of Rotary Parks Fishing Pier (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3910

A Resolution Approving Acceptance of a \$20,000 Donation from the Thiensville-Mequon Rotary Foundation and Authorizing the Purchase and Installation of an ADA Accessible Fishing Pier at Rotary Park by Summerset Marine Construction, Eagle, Wisconsin, for a Total Cost of \$70,000

RECITALS

A. The fishing pier at the west pond at Rotary Park has reached the end of its useful life, is a potential public safety concern, and therefore requires replacement.

B. To further support the Wisconsin DNR's Urban and Community Fishing program, the Park and Open Space Board recommends that the replacement pier be compliant with the Americans with Disabilities Act (ADA), to meet accessibility requirements.

C. Staff obtained a quote from Summerset Marine Construction, a state approved contractor, for pier installation at \$57,259.07. Removal of the existing pier, material acquisition and other costs bring the project to an estimated total of \$70,000.

D. The Thiensville-Mequon Rotary Foundation generously offered a \$20,000 donation to offset a portion of the cost of the fishing pier project.

E. With the donation deposit, there are sufficient funds in the Parks Capital Account, Project 10474 for the fishing pier project.

F. The total value of this donation will exceed \$5,000 and therefore requires approval by the Common Council.

G. The Park and Open Space Board recommended approval at the November 17, 2021, meeting and the Common Council's Committee of the Whole further recommended approval at the January 11, 2022, meeting.

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

1. The Department of Public Works is authorized and directed to accept the \$20,000 donation for the fishing pier from the Thiensville-Mequon Rotary Foundation. The funds shall be deposited into the Park Capital Fund, 410798-469008-10474.

2. City staff is authorized to execute a contract with Summerset Marine Construction

in the Amount of \$57,259.07 to install the fishing pier, subject to any revisions as deemed necessary by the City Attorney.

3. The total project cost including removal of the existing pier, material acquisition and the contract with Summerset Marine Construction shall not exceed \$70,000.

Approved by: John Wirth, Mayor

Date Approved: January 11, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on January 11, 2022.

Caroline Fochs, City Clerk



THIENSVILLE-MEQUON ROTARY FOUNDATION, INC.
 11520 N. Port Washington Road, Suite 204, P.O. BOX 104 MEQUON, WI 53092
 Tel. 262-241-3024

November 9, 2021

Mayor John Wirth
 City of Mequon
 11333 N Cedarburg Rd
 Mequon, WI 53092

Dear Mayor Wirth,

On behalf of both the T-M Noon Rotary Club and M-T Sunrise Rotary Club, it is my distinct pleasure to inform you and the Common Council of recent action taken by our Thiensville-Mequon Rotary Foundation Board to issue a \$20,000 grant to the City of Mequon. The grant is earmarked for installation of 6 to 7 stone fishing platforms and beautification landscaping around ponds in Rotary Park in support of the 2022 Park plan for enhancing its urban fishing program.

While it is our understanding the stone platforms and landscaping are estimated to cost \$10,000 to \$12,000, we would like the remainder of our grant to be used toward the replacement of the original fishing pier as well.

We look forward to working with the Park and Open Space Board and Parks Superintendent, Mike Gies to encourage more fishing activities at Rotary Park, including perhaps events when young children or individuals with handicaps could be taught to fish, or engage in an occasional tournament.

We, as Rotarians, appreciate opportunities like this to continue serving Mequon and Thiensville in keeping with Rotary's motto, Service Above Self.

Steve Peterman

Steve Peterman,
 T-M Rotary Foundation President

cc: Jason Cain, Vice Chair, Park & Open Space Board
 Mike Gies, Parks Superintendent.



A NON-PROFIT CORPORATION SUPPORTED BY THE ROTARY CLUB OF THIENSVILLE-MEQUON
 CONTRIBUTIONS ARE TAX DEDUCTIBLE TO THE FULL EXTENT OF THE LAW

Project Description: Fishing pier at Rotary Park. Mequon Wisconsin.

General Scope of Work:

1. Remove existing floating pier.
2. Build replacement, same size or larger.
3. Install new pier.

Purpose of Pier is to provide a facility to fish from in the West Pond at Rotary Park. The pier allows anglers to fish in deeper, open water. The ponds in Rotary Park are part of DNR's urban fishing program. The program is to provide access to anglers, with special emphasis on youth, the elderly and disable anglers. The ponds have current populations of bass and panfish. The DNR stocks the ponds with rainbow trout every spring. The ponds have a special fishing season from the first Saturday in March through the last Friday in April which is open only to juveniles 15 year and younger. The pier is ADA compliant.

Description of existing pier:

Floating deck 12' x 16' (three sections) with a connecting 6' x 20' walk. (2 sections) See attached drawing.

The Deck is outdoor wood planks with wood railings.

The Deck and walk are held in place with slip collars connected to 2" pipes moored to the pond bottom.

Scope of work:

Removal:

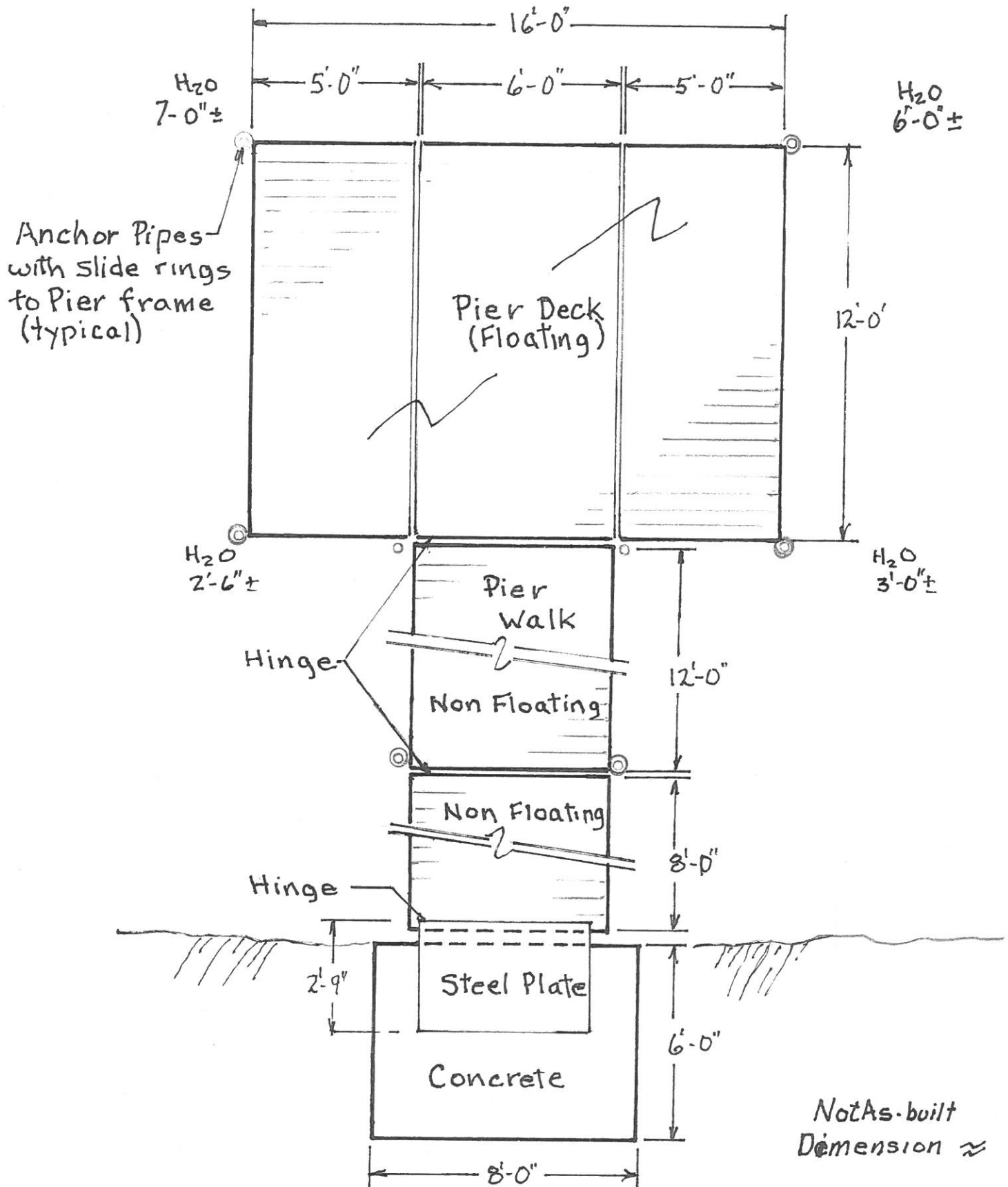
Remove entire existing pier and walk. Existing concrete pad at shoreline shall remain.

Replace:

1. Increase size of deck and extend length of walk? 20' x 16' deck, 24' x 6' walk
2. Replace pier at existing dimensions.
3. Improve support structure, mooring and floating system.
4. All Deck planking and railings shall be; "Trex Transcend" composite material and meet ASTM - E84 for fire resistance.
5. Color : Earth Tone.

Install new pier.

Rotary Park Existing Fishing Pier



By: PL



Summerset Marine Construction, LLC

W357S8715 Chapman Lane

Eagle WI 53119

Phone: (262) 594-3244

Fax:

info@summersetmarine.com

www.summersetmarine.com

Estimate

Service Information	
Mike Gies 4100 W Highland Rd Mequon WI 53092 Contact: Mike Gies Phone: (414) 803-3076 Fax: Alt Contact: Alt Phone: E-Mail: mgies@ci.mequon.wi.us	
Job Name	☐ Call Ahead ☐ Confirmed
GIES, MIKE - as5"	
Job Type	PO #
ALL SEASONS PIER	1005

Billing Information			
Mike Gies 10800 N Industrial Dr. Mequon WI 53092			
Marketing Campaign			
Sales Rep	Terms	Type	Class
EQ	Due on receipt	Retail	
Route	Scheduled	Start	End
		08:00 AM	08:30 AM

Item	Quantity	Rate	Amount
PILING DISCLAIMER - Pricing includes Pipe Pilings up to 21'. Lengths exceeding 21' will be billed an additional \$20/ft.	1	\$0.0000	\$0.00
AS6x10x5 - All Season 6'x10' Pier Section with 5' Pipe Pilings 30' of main	3	\$5,700.0000	\$17,100.00
AS5X10X5 - 5'x10' All Seasons Pier Section with 5" Pipe Pilings. T section	4	\$5,300.0000	\$21,200.00
BENCH6' - 8' Bench w/Summerset Renew plastic	2	\$1,075.0000	\$2,150.00
FISHING POLE HOLDER TABLE 150" - 150" Long Fishing Pole Holder Table with Tackle Box Slot	2	\$1,600.0000	\$3,200.00
FISHING POLE HOLDER TABLE 90" - 90" Long Fishing Pole Holder Table with Tackle Box Slot	2	\$950.0000	\$1,900.00
ADI - Assembly, Delivery, & Installation: We Require a 50% Minimum Down-Payment To Place Orders. 50% when we finish manufacturing.	1	\$8,724.0000	\$8,724.00
Payment Terms - 50% of product costs to initiate project(\$24,267.54), 50% of product costs due when product is manufactured and ready for delivery(\$24,267.54). Full ADI(\$8724.) due upon installation.	1	\$0.0000	\$0.00
Job Subtotal:			54274.0000
Ozaukee County Sales Tax			\$2,985.07
Payment Total:			\$0.00
Total:			\$57,259.07

Location	Date
Mequon	12.21.21

ATTENTION PLEASE READ: This is an estimate, pricing is guaranteed for 14 day from the date of the estimate. This pricing reflects cash or check payments. Credit Card payments incur 3% processing costs. Any additional costs for necessary engineering modifications or additional customer requests beyond original estimate will be added to estimate, presented and approved by customer before manufacturing. Notice of lien rights: Pursuant to Wisconsin construction lien law, Summerset Marine and Lifetime Piers hereby notifies the owner that we may have lien rights on owner's land and building. Owners may also receive a notice of lien rights letter from us, if we are acting as such, within 60 days of commencement of work performed. This information, as pursuant to Wisconsin statute 799, is intended for the purpose that all lien claimants are paid in full for work performed. The owner is responsible to forward a copy of the notices to the lender, if any. Please sign, date and return to indicate your approval of

Attachment: Summerset Finalized Quote (RESOLUTION 3910 : Rotary Park Fishing Pier Donation and Replacement)



Summerset Marine Construction, LLC

W357S8715 Chapman Lane

Eagle WI 53119

Phone: (262) 594-3244

Fax:

info@summersetmarine.com

www.summersetmarine.com

Estimate

Service Information

Mike Gies
4100 W Highland Rd

Mequon WI 53092

Contact: Mike Gies

Phone: (414) 803-3076

Fax:

Alt Contact:

Alt Phone:

E-Mail: mgies@ci.mequon.wi.us

Job Name

GIES, MIKE - as5"

☐ Call Ahead

☐ Confirmed

Job Type

ALL SEASONS PIER

PO

1005

Billing Information

Mike Gies
10800 N Industrial Dr.

Mequon WI 53092

Marketing Campaign

Sales Rep	Terms	Type	Class
EQ	Due on receipt	Retail	
Route	Scheduled	Start	End
		08:00 AM	08:30 AM

the estimate and the terms.

Signature _____ Date _____

Attachment: Summerset Finalized Quote (RESOLUTION 3910 : Rotary Park Fishing Pier Donation and Replacement)

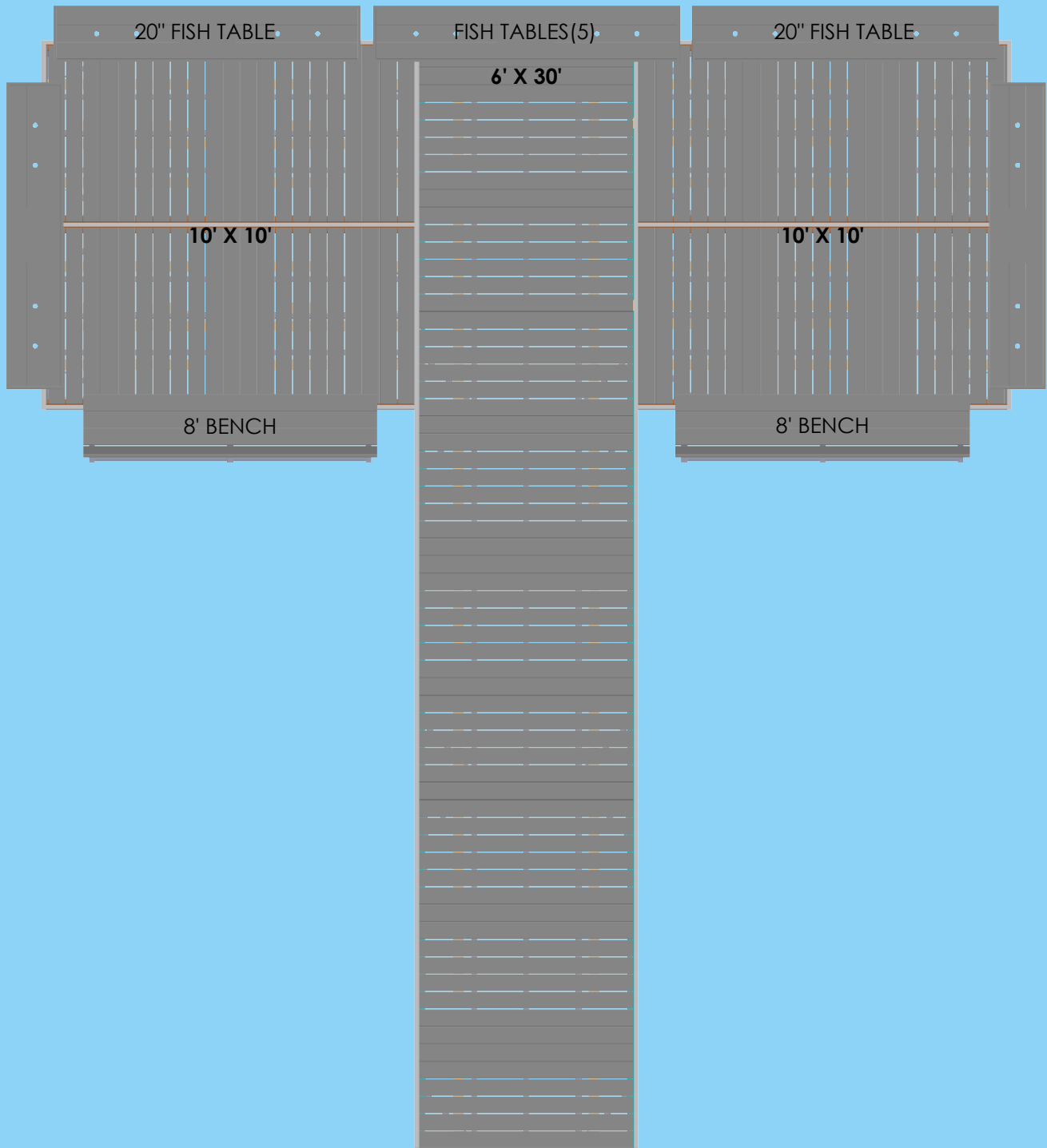
CUSTOMER APPROVAL

Lake

CUSTOMER SIGNATURE: _____

3.b.d

DATE: _____



Attachment: Pier Diagram Final (RESOLUTION 3910 : Rotary Park Fishing Pier Donation and Replacement)

Shore

CUSTOMER: GIES, MIKE

ADDRESS: 4100 W HIGHLAND RD

LAKE: CITY OF MEQUON

CONTACT INFO: (414) 803-3076

PIER MODEL: ALL SEASONS 5"

DECK/SKIRTING: TBD

DRAWN BY: cgustafson

REV #:

DATE: 3/8/21

SHEET: 1 of 1

LABELING

M = MAIN

S = SLIP

WW = WALKWAY

L = "L"

F = FINGER

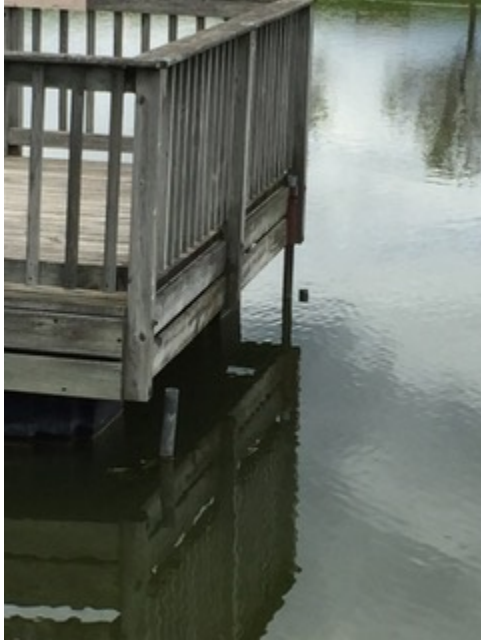


Packet Pg. 47





Current Images of Rotary Parks Fishing Pier





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

www.ci.mequon.wi.us

Office of City Attorney

TO: Committee of the Whole
FROM: Brian Sajdak, City Attorney
DATE: January 6, 2022
SUBJECT: ORDINANCE 2021-1616 An Ordinance Creating Section 62-21 of the Mequon Municipal Code Relating to Signs Along Streets and on Public Property

January 2022 Update

After discussion at the Committee of the Whole last month, comments were incorporated into two potential ordinance versions for your consideration. Additionally, Attorney Cole also reviewed the proposed ordinance and provided his feedback, which has also been incorporated. Both versions incorporate the same general changes. For example, there are additional uses added to the street reserved area to address the City's zoning notification signs and to cover other signs that are legally within the street reserved area such as a vehicle driving down the street. Both versions also address the library sign. After conferring with Director Muchin-Young, it was determined that the library's use of the sign is already largely limited to information relating to its own operations so this restriction will not have a significant impact on that sign.

The first version of the ordinance retains the "free area." It has been updated to address the locational and sizing issues that were discussed at the meeting. Specifically, the Free Area was moved back from the Gateway Monument (from 2 feet to 8 feet) and the maximum size for a sign within the Free Area was reduced from 63 square feet to 27 square feet. This continues to be the safest path forward as it comes about as close to a level playing field as a government could get, taking into account the legitimate governmental interests involved (traffic safety, etc.). However, as noted previously, it does open up some city property to all potential messages, good or bad.

The second version of the ordinance eliminates the "free area." In this case, the city's electronic message sign would be limited to messages related to its own operations such as hours of operation of facilities, notification of city events and meetings, reminders about city services (holiday tree pick up, dog licenses, etc), and basic information like the time, date and weather. This version does create more risk in litigation. Certainly, the governmental interest in communicating information about its own activities and operations is a legitimate interest. The question is, however, whether the courts will view that interest as compelling enough that it justifies differential treatment of messages. Unfortunately, there is no caselaw on this point to provide judicial guidance, which is where the risk come into play. Aside from the risk issue, the other aspect of this approach is that it eliminates some current use of the sign - advertising community events sponsored by the schools and other non-profit entities.

One final note, given the complexity of the issues involved, and the inability to predict the

Council's position, neither of these versions should be considered final. While the ordinance is on the Council's agenda for final action, depending on where the discussion leads it might be that further revisions will be necessary such that tabling the item may end up being the recommended action.

Background and Discussion

Following the U.S. Supreme Court's decision in Reed v. Town of Gilbert, 135 S. Ct. 2218 (2015), and subsequent cases interpreting that decision, it became clear that the City's sign regulations may have some constitutional infirmities that caused the Common Council to suspend enforcement of the non-commercial provisions of the City's Sign Code pending further review and analysis. At the Common Council's October meeting, the Council authorized the engagement of Attorney William Cole to review the City's current Code to identify areas where it conflicts with constitutional requirements as established by the applicable court decisions.

Attorney Cole has completed his initial review and provided it to staff. As staff works through the various issues identified by Attorney Cole and following the City's recent experience during the school board recall election, it became clear that an area of immediate concern was to ensure that the City had enforceable regulations related to signs on public property. Accordingly, I have worked with the Mayor and staff to create the attached proposed ordinance. This ordinance addresses only signs on public property, including along streets. This proposal has been brought forward to address the issues involved upon public property while staff and I continue to work through the broader issues identified by Attorney Cole, which will likely require further policy-setting discussions moving forward.

As it relates to the specific issues presented in the proposed ordinance, there are a few points that I want to highlight. First, the ordinance generally creates three specific regulations:

1. The ordinance generally prohibits all signs on public property and within the public right-of-way, with certain limited exceptions.
2. The ordinance further creates a "street reserved area" which is designed to provide a level of consistency as it relates to signs along streets. As the City has developed, certain streets have dedicated right-of-way lines which are consistent with the established ultimate right-of-way which was set by the City in Resolution 441 in 1976. However, there are many properties within the City (typically those with metes and bounds descriptions where the property line goes to the centerline of a road) where the actual right-of-way is set by statutory presumption and actual use which is different than the ultimate desired right-of-way. The "street reserved area" prohibits signs within 15 feet of the edge of a roadway (with certain exceptions), which will generally make the setback for signs more consistent for both types of properties (those with dedicated rights-of-way and those with metes and bounds descriptions).
3. The ordinance creates a "free area" where signs will be allowed on public property with certain restrictions. The free area is defined by the ordinance and contains an area generally located just north of the Town Center Gateway Monument on the east side of Cedarburg Road.

The second point to highlight is that while the regulations will ultimately be more uniform for all parties, the result of this uniformity will be that some existing signs will be removed. For example, there are signs that might generally be described as way-finding signs that direct a driver to a particular location. In Mequon they are generally blue in color. For example, on southbound Port Washington Road as you approach Highland Road, there is one of these signs indicating that the River Club is to the right on Highland. In most of these cases, with the advent of cellular phones and GPS directions, these signs provide less value than they once did.

Fiscal Impact

There is no fiscal impact to the City as a result of this action.

Recommendation

Recommendation to approve from the Planning Committee on December 13, 2021, and a Recommendation forthcoming by the Committee of the Whole on January 11, 2022.

Attachments:

Ordinance w/ Free Area

Ordinance w/out Free Area

Attachments:

Public Property Signs with Free Area(PDF)

Public Property Signs without Free Area (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2021-1616

An Ordinance Creating Section 62-21 of the Mequon Municipal Code Relating to Signs Along
Streets and on Public Property

RECITALS

A. The Common Council previously adopted various regulations related to signage within the City, the bulk of which are contained within Chapter 62.

B. Following the U.S. Supreme Court's decision in *Reed v. Town of Gilbert*, 135 S. Ct. 2218 (2015), and subsequent cases interpreting that decision, it became clear that the City's sign regulations may have some constitutional infirmities that caused the Common Council to suspend enforcement of the non-commercial provisions of the City's Sign Code pending further review and analysis.

C. During this review, one area of immediate concern was to ensure that the City had enforceable regulations related to signs on public property based upon significant governmental interests, which are identified in the text of the provisions adopted by this ordinance.

D. Based upon these significant governmental interests, the Common Council finds that the regulation of signage along streets and on public property is in the best interests of the health, safety and welfare of the community.

BASED ON THE FOREGOING RECITALS, the Common Council of the City of Mequon, Wisconsin, do ordain as follows:

SECTION I

Sections 54-26(3) and 62-7(22) of the Mequon Municipal Code are repealed.

SECTION II

Section 62-21 of the Mequon Municipal Code is created to read as follows:

Sec. 62-21 Signs along streets and on public property

- (a) Findings. The city encourages the exercise of free speech, and recognizes the right of all people to speak, petition, picket and otherwise express speech on public property. Signage on public property, however, poses additional concerns, among them being:

- (1) Signs installed on public property give the appearance of government endorsement of the messages on the signs.
- (2) Signs installed in certain locations can obstruct visibility and conflict with necessary safety signs and, therefore, create safety hazards.
- (3) Signs that are installed too close to roads can create distractions for drivers and, in certain locations, obstruct visibility.
- (4) Signs installed on public property can obstruct vehicles, bicycles and pedestrians; moreover, excessive signage has in the past made parks and public buildings uninviting to regular users.
- (5) The common council knows of no way to ensure that an installed sign on public property is removed when the person posting the sign has no further use for it, and the city has no way to know who installed a sign so that the city can inquire whether the sign can be removed; therefore, signs could be installed permanently.
- (6) The proliferation of installed signs on public property unnecessarily changes the character and aesthetics of the city. Nevertheless, the public has the ability to post non-commercial signs on private property and in the free area (defined below), thereby ensuring that the public may express itself on signs.

Accordingly, the common council has determined that this section is required for the safe and orderly administration of public property. With certain limited exceptions, this section restricts all people and entities, including the city, from installing signs. However, the city has reserved the right to install specific signs that are fundamental and necessary for the purposes for which the city owns its properties. The city allows others to hold signs on public property while petitioning, picketing and at all other times. The city also allows all people and entities to install signs in the free area (defined below) on conditions substantially the same as the conditions under which the city can install and display signs in the free area and allows any person or entity to purchase advertising signs, without content restriction, at athletic fields. The common council further finds that numerous and significant alternatives exist to placing signs along streets and on public property that allow the exercise of free speech.

- (b) Interpretation. The provisions of this section supersede all contrary provisions of this chapter 62, this code and city policies. Except for sections 62-18(b)-(d) and 62-19 which are specifically incorporated in this section by reference, any provision of this chapter 62, this code or any city policy that conflicts with or could be read to supplement this section or that grants discretion

in the city or any of its committees shall have no force or effect with respect to the subject matter of this section or the properties described in this section. Without limiting the foregoing, sections 62-4, 62-17 and 62-18(a) shall specifically not apply to this section.

(c) Definitions. The definitions of the following terms and phrases set forth above are specifically incorporated in this section: area, electronic message sign, ground sign, height, sign and street. Additionally, the following terms and phrases shall have the following meanings as used in this section:

Edge of the street means the back side of any curb, if installed along a street, or if not, the edge of the pavement of a street.

Hold means to grasp or carry or to display on clothing being worn by a person.

Install means to cause to be or stay in a particular place and includes to erect, embed, attach, fasten, place, display, paint, draw, or otherwise illustrate, but does not include to hold.

Roadside ditch means a long, narrow open channel that is dug into the ground along the side of a street used for the collection of storm water.

Street reserved area means the physical surface of any public street to the edge of the street plus any medians and/or islands within lanes of traffic, together with the following:

- (1) If there is a sidewalk or multi-use path located in whole or in part within 15 feet from the edge of the street, the area from the edge of the street up to, and including, the sidewalk or multi-use path; or
- (2) In an area along a street where (1) does not apply, 15 feet from the edge of the street.

(d) General exceptions. Nothing in this section shall prohibit any person from holding a sign in a street reserved area or on public property provided that no such sign being held shall (1) block the view of traffic in a manner that could cause safety concerns; (2) block the driveway except while being carried from one side to another; (3) be held within 25 feet of the entrance of any public building; (4) obstruct pedestrian ingress or egress from any public building; or (5) be held in any street reserved area that is titled to a private property owner without the property owner's permission.

(e) Street reserved areas.

(1) Except for the following, no signs shall be installed in any street reserved area:

- a. The following signs erected by the city or any other governmental entity with authority:
 - i. Traffic signs and street signs.
 - ii. Warning signs and temporary emergency signs installed for the public safety.
 - iii. Entrance signs to the city stating the name, population and official slogan, if any, for the city and containing the logo for the city (or any combination of the foregoing).
 - iv. Signs designating historical landmarks, signs naming neighborhoods and signs notifying the public of designations bestowed upon the city or a place by an entity other than the city (e.g., Bird City USA, Rustic Road).
 - v. Adopt a street program signs.
 - vi. Signs required by federal or state law to be placed in such locations.
- b. Railroad signs installed by or on behalf of a railroad, or a governmental entity with authority, for safety purposes.
- c. Utility signs installed by or on behalf of a public utility, or governmental entity with authority, for safety purposes.

(2) No sign in a roadside ditch may be installed in a manner that would restrict the free flow of water.

(f) Other public property.

(1) This subsection (f) shall not apply to the following:

- a. That portion of any right-of-way that is regulated under subsection (e) as part of a street reserved area.
- b. The free area regulated under subsection (g).
- c. Signs on properties owned or controlled by the State of

Wisconsin or its subdivisions (other than the city), Ozaukee County, Mequon Area Technical College or the Mequon-Thiensville School District except for street reserved areas owned by such entities. Monument, wall and directional signage on such properties shall be regulated to the extent allowed by law by provisions of this chapter 62 other than this section. Those entities shall regulate signs, including signs installed by third-parties, under their own authority.

- d. Signs on properties leased from the city under a long term written lease of more than one year (e.g., the lease with Mequon Nature Preserve), but not including special event leases or licenses. Monument, wall and directional signage on such properties shall be regulated to the extent allowed by law by provisions of this chapter 62 other than this section. Subject to restrictions in their leases, tenants under such leases shall regulate signs, including signs installed by third-parties, under their own authority.

(2) Subject to paragraph (1), no signs shall be installed on any public property, including without limitation in any park, all publicly owned areas around any city building or in any right-of-way except for the following:

- a. Any sign described in subsection (e)(1) of this section, including any such described sign located on public property outside of a street reserved area.
- b. The American flag, the flag of the State of Wisconsin and the flag, if any, of the city.
- c. Outside of a public building or park, one or more signs specifying the name or address, or both, of the building or park. Such a sign may contain the city logo or the logo for the city's park system.
- d. Signs installed by the city on the day of or evening before an election day stating nothing more than "vote here" and giving the hours of voting. Such signs shall be removed at the conclusion of voting or on the following day.
- e. A sign on the outside of city hall designating the city's drop box.
- f. Signs approved by the common council or a committee designated by the common council recognizing donors and

contributors toward an improvement to which the sign is attached or adjacent.

- g. Signs required by government or quasi-government authorities other than the city as a condition of funding of improvements.
- h. Signs specifying the rules and regulations for the property or facility.
- i. Advertising signs at athletic fields provided that the advertiser has paid an annual fee for the sign.
- j. Words, logos and depictions on tombstones in any cemetery.
- k. Directional signs, maps and signs identifying features of interest on city property.
- l. The following signs that have been installed prior to the date of the enactment of this ordinance, each of which shall be grandfathered: [1] The Mequon-Thiensville sign on the Gateway Monument at the corner of Mequon and Cedarburg Roads; and [2] the four historic signs around such monument.

(g) Free area.

- (1) The following area shall be designated the “free area”: the area along Cedarburg Road having a southern edge two feet north of the Gateway Monument, bordered on the west by (but not including) the street reserved area of Cedarburg Road, extending north 50 feet, and extending east 25 feet.
- (2) The city’s electronic message sign is in the free area. The electronic message sign shall be subject to the following regulations:
 - a. The electronic message sign shall be turned off from 11:00 p.m. until 5:30 a.m.
 - b. No commercial messages or commercial advertising may be displayed on the electronic message sign.
 - c. The display screen shall only contain text and remain static. Pictographic or video images are prohibited. Messages

which move by scrolling, blinking, flashing, turning or other similar movements are prohibited. A message shall not change more than one time per 30 seconds.

- d. The electronic display screen background shall be black. The display screen shall not be illuminated. The message on the display screen is not limited by color. There shall be no variation of color or intensity per message.
- e. The maximum illumination shall not exceed 15 foot-candles when measured with a light meter held perpendicular to the sign at a distance of 12 inches.

(3) Any person may install a ground sign in the free area subject to the following regulations:

- a. All ground signs shall be removed during those hours that the electronic message board is turned off pursuant to the requirement set forth above.
- b. No commercial messages or commercial advertising may be displayed on any sign in the free area.
- c. No sign may be installed within the area that is five feet immediately in front of the face of any other sign in the free area, including the electronic message sign.
- d. Only one of any sign may be installed in the free area.
- e. No sign in the free area may have an area greater than 63 square feet (the area of the electronic message sign).
- f. No sign in the free area may have a height greater than seven feet (the height of the electronic message sign).

(h) Enforcement. The city may enforce the provisions of this section as described in section 62-18(b)-(d). Additionally, the city may remove any sign that violates this section.

SECTION III

The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION IV

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

SECTION V

All city policies and parts of city policies that contravene or that are more permissive than this ordinance or that allow the city or any of its committees more discretion than that provided by this ordinance are hereby repealed.

SECTION VI

This Ordinance shall become effective the day after its publication as provided by law.

Approved by: John Wirth, Mayor

Date Approved: January 11, 2022

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on January 11, 2022.

Caroline Fochs, City Clerk

Published: _____

ORDINANCE WITH FREE AREA

RECITALS

A. The Common Council previously adopted various regulations related to signage within the City, the bulk of which are contained within Chapter 62.

B. Following the U.S. Supreme Court's decision in *Reed v. Town of Gilbert*, 135 S. Ct. 2218 (2015), and subsequent cases interpreting that decision, it became clear that the City's sign regulations may have some constitutional infirmities that caused the Common Council to suspend enforcement of the non-commercial provisions of the City's Sign Code pending further review and analysis.

C. During this review, one area of immediate concern was to ensure that the City had enforceable regulations related to signs on public property based upon significant governmental interests, which are identified in the text of the provisions adopted by this ordinance.

D. Based upon these significant governmental interests, the Common Council finds that the regulation of signage along streets and on public property is in the best interests of the health, safety and welfare of the community.

BASED ON THE FOREGOING RECITALS, the Common Council of the City of Mequon, Wisconsin, do ordain as follows:

SECTION I

Sections 54-26(3) and 62-7(22) of the Mequon Municipal Code are repealed.

SECTION II

Section 62-21 of the Mequon Municipal Code is created to read as follows:

Sec. 62-21 Signs along streets and on public property

- (a) Findings. The city encourages the exercise of free speech, and recognizes the right of all people to speak, petition, picket and otherwise express speech on public property. Signage on public property, however, poses additional concerns, among them being:
- (1) Signs installed on public property give the appearance of government endorsement of the messages on the signs.
 - (2) Signs installed in certain locations can obstruct visibility and conflict with necessary safety signs and, therefore, create safety hazards.
 - (3) Signs that are installed too close to roads can create distractions for drivers and, in certain locations, obstruct visibility.

- (4) Signs installed on public property can obstruct vehicles, bicycles and pedestrians; moreover, excessive signage has in the past made parks and public buildings uninviting to regular users.
- (5) The common council knows of no way to ensure that an installed sign on public property is removed when the person posting the sign has no further use for it, and the city has no way to know who installed a sign so that the city can inquire whether the sign can be removed; therefore, signs could be installed permanently.
- (6) The proliferation of installed signs on public property unnecessarily changes the character and aesthetics of the city. Nevertheless, the public has the ability to post non-commercial signs on private property and in the free area (defined below), thereby ensuring that the public may express itself on signs.

Accordingly, the common council has determined that this section is required for the safe and orderly administration of public property. With certain limited exceptions, this section restricts all people and entities, including the city, from installing signs. However, the city has reserved the right to install specific signs that are fundamental and necessary for the purposes for which the city owns its properties. The city allows others to hold signs on public property while petitioning, picketing and at all other times. The city also allows all people and entities to install signs in the free area (defined below) on conditions substantially the same as the conditions under which the city can install and display signs in the free area and allows any person or entity to purchase advertising signs, without content restriction, at athletic fields. The common council further finds that numerous and significant alternatives exist to placing signs along streets and on public property that allow the exercise of free speech.

(b) Interpretation. The provisions of this section supersede all contrary provisions of this chapter 62, this code and city policies. Except for sections 62-18(b)-(d) and 62-19 which are specifically incorporated in this section by reference, any provision of this chapter 62, this code or any city policy that conflicts with or could be read to modify or supplement this section or that grants discretion in the city or any of its committees shall have no force or effect with respect to the subject matter of this section or the properties described in this section. Without limiting the foregoing, sections 62-4, 62-17 and 62-18(a) shall specifically not apply to this section.

(c) Definitions. The definitions of the following terms and phrases set forth above are specifically incorporated in this section: area, electronic message sign, ground sign, height, sign and street. Additionally, the following terms and phrases shall have the following meanings as used in this section:

Edge of the street means the back side of any curb, if installed along a street, or if not, the edge of the pavement of a street.

Hold means to grasp or carry by a person, or to display on clothing being worn by a person.

Install means to cause to be or stay in a particular place, either temporarily or permanently, and includes to erect, embed, attach, fasten, place, display, paint, draw, or otherwise illustrate, but does not include to hold.

Roadside ditch means a long, narrow open channel that is dug into the ground along the side of a street used for the collection of storm water.

Street reserved area means the entire width of the physical surface intended for vehicular traffic of any public street plus any medians and/or islands within lanes of traffic, together with the following:

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(1) If there is a sidewalk or multi-use path located in whole or in part within 15 feet from the edge of the street, the area from the edge of the street up to, and including, the full width of the sidewalk or multi-use path; or

(2) In an area along a street where (1) does not apply, 15 feet from the edge of the street.

(d) General exceptions. Nothing in this section shall prohibit any person from holding a sign in a street reserved area or on public property provided that no such sign being held shall (1) block the view of traffic in a manner that could cause safety concerns; (2) block a driveway except while being carried from one side to another; (3) be held within 25 feet of the entrance of any public building; (4) obstruct pedestrian or vehicular travel; (5) obstruct pedestrian or vehicular ingress or egress from any public or private building; or (6) be held in any street reserved area that is titled to a private property owner without the property owner's permission.

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(e) Street reserved areas.

(1) Except for the following, no signs shall be installed in any street reserved area:

a. The following signs erected by the city or any other governmental entity with authority:

i. Traffic signs and street signs.

- ii. Warning signs and temporary emergency signs installed for the public safety.
- iii. Entrance signs to the city stating the name, population and official slogan, if any, for the city and containing the logo for the city (or any combination of the foregoing).
- iv. Signs designating historical landmarks, signs naming neighborhoods, including subdivision entrance signs, and signs notifying the public of designations bestowed upon the city or a place by an entity other than the city (e.g., Bird City USA, Rustic Road).
- v. Adopt a street program signs.
- vi. Signs required by federal or state law to be placed in such locations.
- vii. Signs required to be installed to notify the public of potential zoning or land use actions on a property pursuant to chap. 58 of this code.
- viii. Signs on any vehicle lawfully parked or traveling upon any public street.
- ix. Signs on the equipment or vehicles of individuals or entities occupying the street reserved area by virtue of a privilege, permit or license granted by the city (e.g., parade permits, food cart vendors, etc.).
- b. Railroad signs installed by or on behalf of a railroad, or a governmental entity with authority, for safety purposes.
- c. Utility signs installed by or on behalf of a public utility, or governmental entity with authority, for safety purposes.
- (2) No sign in a roadside ditch may be installed in a manner that would restrict the free flow of water.
- (f) Other public property.
 - (1) This subsection (f) shall not apply to the following:

- a. That portion of any right-of-way that is regulated under subsection (e) as part of a street reserved area.
 - b. The free area regulated under subsection (g).
 - c. Signs on properties owned or controlled by any governmental entity other than the city, Monument, wall and directional signage on such properties shall be regulated to the extent allowed by law by provisions of this chapter 62 other than this section. Those entities shall regulate signs, including signs installed by third-parties, under their own authority.
 - d. Signs on properties leased from the city under a long term written lease of more than one year (e.g., the lease with Mequon Nature Preserve), but not including special event leases or licenses. Monument, wall and directional signage on such properties shall be regulated to the extent allowed by law by provisions of this chapter 62 other than this section. Subject to restrictions in their leases, tenants under such leases shall regulate signs, including signs installed by third-parties, under their own authority.
 - e. The Frank L. Weyenberg Library electronic message sign shall be allowed for the sole use of informing the public of notices related to rules and hours of operation of the library, services provided by the library, public meeting dates, events sponsored by and occurring at the library, time, date, and weather information. No commercial messages or commercial advertising may be displayed.
- (2) Subject to paragraph (1), no signs shall be installed on any public property, including without limitation in any park, all publicly owned areas around any city building or in any right-of-way except for the following:
- a. Any sign described in subsection (e)(1) of this section, including any such described sign located on public property outside of a street reserved area.
 - b. The American flag, the flag of the State of Wisconsin and the flag, if any, of the city.
 - c. Outside of a public building or park, one or more signs specifying the name or address, or both, of the building or

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park. Such a sign may contain the city logo or the logo for the city's park system.

- d. Signs installed by the city on the day of or evening before an election day stating nothing more than "vote here" and giving the hours of voting. Such signs shall be removed at the conclusion of voting or on the following day.
- e. A sign on the outside of city hall designating the city's drop box.
- f. Signs approved by the common council or a committee designated by the common council recognizing donors and contributors toward an improvement to which the sign is attached or adjacent.
- g. Signs required by government or quasi-governmental authorities other than the city as a condition of funding of improvements.
- h. Signs specifying the rules and regulations for the property or facility.
- i. Advertising signs at athletic fields provided that the advertiser has paid an annual fee for the sign.
- j. Words, logos and depictions on tombstones in any cemetery.
- k. Directional signs, maps and signs identifying features of interest on city property.
- l. The following signs that have been installed prior to the date of the enactment of this ordinance, each of which shall be grandfathered: [1] The Mequon-Thiensville sign on the Gateway Monument at the corner of Mequon and Cedarburg Roads; and [2] the four historic signs around such monument.

(g) Free area.

- (1) The following area shall be designated the "free area": the area along Cedarburg Road having a southern edge eight feet north of the Gateway Monument, bordered on the west by (but not including) the street reserved area of Cedarburg Road, extending north 50 feet, and extending east 25 feet.

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- (2) The city's electronic message sign is in the free area. The electronic message sign shall be subject to the following regulations:
- a. The electronic message sign shall be turned off from 11:00 p.m. until 5:30 a.m.
 - b. No commercial messages or commercial advertising may be displayed on the electronic message sign.
 - c. The display screen shall only contain text and remain static. Pictographic or video images are prohibited. Messages which move by scrolling, blinking, flashing, turning or other similar movements are prohibited. A message shall not change more than one time per 30 seconds.
 - d. The electronic display screen background shall be black. The display screen shall not be illuminated. The message on the display screen is not limited by color. There shall be no variation of color or intensity per message.
 - e. The maximum illumination shall not exceed 15 foot-candles when measured with a light meter held perpendicular to the sign at a distance of 12 inches.
- (3) Any person may install a ground sign in the free area subject to the following regulations:
- a. All ground signs shall be removed during those hours that the electronic message board is turned off pursuant to the requirement set forth above.
 - b. No commercial messages or commercial advertising may be displayed on any sign in the free area.
 - c. No sign may be installed within the area that is five feet immediately in front of the face of any other sign in the free area, including the electronic message sign.
 - d. Only one of any sign may be installed in the free area.
 - e. No sign in the free area may have an area greater than ~~27~~ square feet (the area of the electronic message sign).
 - f. No sign in the free area may have a height greater than seven feet (the height of the electronic message sign).

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(h) Enforcement. The city may enforce the provisions of this section as described in section 62-18(b)-(d). Additionally, the city may remove any sign that violates this section.

SECTION III

The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION IV

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

SECTION V

All city policies and parts of city policies that contravene or that are more permissive than this ordinance or that allow the city or any of its committees more discretion than that provided by this ordinance are hereby repealed.

SECTION VI

This Ordinance shall become effective the day after its publication as provided by law.

ORDINANCE WITHOUT FREE AREA

RECITALS

A. The Common Council previously adopted various regulations related to signage within the City, the bulk of which are contained within Chapter 62.

B. Following the U.S. Supreme Court's decision in *Reed v. Town of Gilbert*, 135 S. Ct. 2218 (2015), and subsequent cases interpreting that decision, it became clear that the City's sign regulations may have some constitutional infirmities that caused the Common Council to suspend enforcement of the non-commercial provisions of the City's Sign Code pending further review and analysis.

C. During this review, one area of immediate concern was to ensure that the City had enforceable regulations related to signs on public property based upon significant governmental interests, which are identified in the text of the provisions adopted by this ordinance.

D. Based upon these significant governmental interests, the Common Council finds that the regulation of signage along streets and on public property is in the best interests of the health, safety and welfare of the community.

BASED ON THE FOREGOING RECITALS, the Common Council of the City of Mequon, Wisconsin, do ordain as follows:

SECTION I

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SECTION II

Section 62-21 of the Mequon Municipal Code is created to read as follows:

Sec. 62-21 Signs along streets and on public property

- (a) Findings. The city encourages the exercise of free speech, and recognizes the right of all people to speak, petition, picket and otherwise express speech on public property. Signage on public property, however, poses additional concerns, among them being:
- (1) Signs installed on public property give the appearance of government endorsement of the messages on the signs.
 - (2) Signs installed in certain locations can obstruct visibility and conflict with necessary safety signs and, therefore, create safety hazards.
 - (3) Signs that are installed too close to roads can create distractions for drivers and, in certain locations, obstruct visibility.

- (4) Signs installed on public property can obstruct vehicles, bicycles and pedestrians; moreover, excessive signage has in the past made parks and public buildings uninviting to regular users.
- (5) The common council knows of no way to ensure that an installed sign on public property is removed when the person posting the sign has no further use for it, and the city has no way to know who installed a sign so that the city can inquire whether the sign can be removed; therefore, signs could be installed permanently.
- (6) The proliferation of installed signs on public property unnecessarily changes the character and aesthetics of the city. Nevertheless, the public has the ability to post non-commercial signs on private property and in the free area (defined below), thereby ensuring that the public may express itself on signs.

Accordingly, the common council has determined that this section is required for the safe and orderly administration of public property. With certain limited exceptions, this section restricts all people and entities, including the city, from installing signs. However, the city has reserved the right to install specific signs that are fundamental and necessary for the purposes for which the city owns its properties. The city allows others to hold signs on public property while petitioning, picketing and at all other times. The city also allows all people and entities to install signs in the free area (defined below) on conditions substantially the same as the conditions under which the city can install and display signs in the free area and allows any person or entity to purchase advertising signs, without content restriction, at athletic fields. The common council further finds that numerous and significant alternatives exist to placing signs along streets and on public property that allow the exercise of free speech.

(b) Interpretation. The provisions of this section supersede all contrary provisions of this chapter 62, this code and city policies. Except for sections 62-18(b)-(d) and 62-19 which are specifically incorporated in this section by reference, any provision of this chapter 62, this code or any city policy that conflicts with or could be read to modify or supplement this section or that grants discretion in the city or any of its committees shall have no force or effect with respect to the subject matter of this section or the properties described in this section. Without limiting the foregoing, sections 62-4, 62-17 and 62-18(a) shall specifically not apply to this section.

(c) Definitions. The definitions of the following terms and phrases set forth above are specifically incorporated in this section: area, electronic message sign, ground sign, height, sign and street. Additionally, the following terms and phrases shall have the following meanings as used in this section:

Edge of the street means the back side of any curb, if installed along a street, or if not, the edge of the pavement of a street.

Hold means to grasp or carry by a person, or to display on clothing being worn by a person.

Install means to cause to be or stay in a particular place, either temporarily or permanently, and includes to erect, embed, attach, fasten, place, display, paint, draw, or otherwise illustrate, but does not include to hold.

Roadside ditch means a long, narrow open channel that is dug into the ground along the side of a street used for the collection of storm water.

Street reserved area means the entire width of the physical surface intended for vehicular traffic of any public street plus any medians and/or islands within lanes of traffic, together with the following:

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(1) If there is a sidewalk or multi-use path located in whole or in part within 15 feet from the edge of the street, the area from the edge of the street up to, and including, the full width of the sidewalk or multi-use path; or

(2) In an area along a street where (1) does not apply, 15 feet from the edge of the street.

(d) General exceptions. Nothing in this section shall prohibit any person from holding a sign in a street reserved area or on public property provided that no such sign being held shall (1) block the view of traffic in a manner that could cause safety concerns; (2) block a driveway except while being carried from one side to another; (3) be held within 25 feet of the entrance of any public building; (4) obstruct pedestrian or vehicular travel; (5) obstruct pedestrian or vehicular ingress or egress from any public or private building; or (6) be held in any street reserved area that is titled to a private property owner without the property owner's permission.

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(e) Street reserved areas.

(1) Except for the following, no signs shall be installed in any street reserved area:

a. The following signs erected by the city or any other governmental entity with authority:

i. Traffic signs and street signs.

- ii. Warning signs and temporary emergency signs installed for the public safety.
- iii. Entrance signs to the city stating the name, population and official slogan, if any, for the city and containing the logo for the city (or any combination of the foregoing).
- iv. Signs designating historical landmarks, signs naming neighborhoods, including subdivision entrance signs, and signs notifying the public of designations bestowed upon the city or a place by an entity other than the city (e.g., Bird City USA, Rustic Road).
- v. Adopt a street program signs.
- vi. Signs required by federal or state law to be placed in such locations.
- vii. Signs required to be installed to notify the public of potential zoning or land use actions on a property pursuant to chap. 58 of this code.
- viii. Signs on any vehicle lawfully parked or traveling upon any public street.
- ix. Signs on the equipment or vehicles of individuals or entities occupying the street reserved area by virtue of a privilege, permit or license granted by the city (e.g., parade permits, food cart vendors, etc.).
- b. Railroad signs installed by or on behalf of a railroad, or a governmental entity with authority, for safety purposes.
- c. Utility signs installed by or on behalf of a public utility, or governmental entity with authority, for safety purposes.
- (2) No sign in a roadside ditch may be installed in a manner that would restrict the free flow of water.
- (f) Other public property.
 - (1) This subsection (f) shall not apply to the following:

- a. That portion of any right-of-way that is regulated under subsection (e) as part of a street reserved area.

~~b.~~ Signs on properties owned or controlled by ~~any governmental entity other than the city~~, Monument, wall and directional signage on such properties shall be regulated to the extent allowed by law by provisions of this chapter 62 other than this section. Those entities shall regulate signs, including signs installed by third-parties, under their own authority.

~~c.~~ Signs on properties leased from the city under a long term written lease of more than one year (e.g., the lease with Mequon Nature Preserve), but not including special event leases or licenses. Monument, wall and directional signage on such properties shall be regulated to the extent allowed by law by provisions of this chapter 62 other than this section. Subject to restrictions in their leases, tenants under such leases shall regulate signs, including signs installed by third-parties, under their own authority.

~~d.~~ The Frank L. Weyenberg Library electronic message sign shall be allowed for the sole use of informing the public of notices related to rules and hours of operation of the library, services provided by the library, public meeting dates, events sponsored by and occurring at the library, time, date, and weather information. No commercial messages or commercial advertising may be displayed.

~~e.~~ The city's electronic message sign located adjacent to the Mequon-Thiensville Gateway Monument shall be allowed for the sole use of informing the public of notices related to rules and hours of operation of the public facilities, services provided by or functions of the city, public meeting dates, events sponsored by the city and occurring on city property, time, date, and weather information. No commercial messages or commercial advertising may be displayed.

- (2) Subject to paragraph (1), no signs shall be installed on any public property, including without limitation in any park, all publicly owned areas around any city building or in any right-of-way except for the following:

- a. Any sign described in subsection (e)(1) of this section, including any such described sign located on public property outside of a street reserved area.

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b.→ The free area regulated under subsection (g

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- b. The American flag, the flag of the State of Wisconsin and the flag, if any, of the city.
- c. Outside of a public building or park, one or more signs specifying the name or address, or both, of the building or park. Such a sign may contain the city logo or the logo for the city's park system.
- d. Signs installed by the city on the day of or evening before an election day stating nothing more than "vote here" and giving the hours of voting. Such signs shall be removed at the conclusion of voting or on the following day.
- e. A sign on the outside of city hall designating the city's drop box.
- f. Signs approved by the common council or a committee designated by the common council recognizing donors and contributors toward an improvement to which the sign is attached or adjacent.
- g. Signs required by government or quasi-governmental authorities other than the city as a condition of funding of improvements.
- h. Signs specifying the rules and regulations for the property or facility.
- i. Advertising signs at athletic fields provided that the advertiser has paid an annual fee for the sign.
- j. Words, logos and depictions on tombstones in any cemetery.
- k. Directional signs, maps and signs identifying features of interest on city property.
- l. The following signs that have been installed prior to the date of the enactment of this ordinance, each of which shall be grandfathered: [1] The Mequon-Thiensville sign on the Gateway Monument at the corner of Mequon and Cedarburg Roads; and [2] the four historic signs around such monument.

(g) Enforcement. The city may enforce the provisions of this section as described in section 62-18(b)-(d). Additionally, the city may remove any sign that violates this section.

SECTION III

The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION IV

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All city policies and parts of city policies that contravene or that are more permissive than this ordinance or that allow the city or any of its committees more discretion than that provided by this ordinance are hereby repealed.

SECTION VI

This Ordinance shall become effective the day after its publication as provided by law.