



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

www.ci.mequon.wi.us

Office of the City Clerk
Taped and Televised

**COMMON COUNCIL
Regular Meeting
Tuesday, January 11, 2022 - 7:30 PM
or Immediately Following the
Sewer Utility District Commission Meeting
Christine Nuernberg Hall**

Amended Agenda

1) Call to Order

2) Pledge of Allegiance

3) Roll Call

4) Public Hearing:

- a) **ORDINANCE 2021-1614** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code to Rezone the Property at the Southwest Corner of Freistadt and Villa Grove Roads from R-3 (Residential 1-Acre), C1 (Wetlands) and FW (Floodway), to R-3, C1 and FW with a PUD (Planned Unit Development) Overlay, in Connection with the Development of a Seven-Lot Residential Subdivision (The Green at Mequon). **Recommended by Planning Commission November 22, 2021; First Reading at Common Council December 14, 2021.**

- 1) Public hearing
- 2) Consideration of ordinance

5) Personal Appearances and Public Comment:

Citizens wishing to address the Council on any matter **not** on the agenda may do so at this time. If you desire to be heard on agenda items, you may be heard when that item is considered on the agenda. Please speak into the microphone at the podium. The time limitation is **FIVE** minutes. **To speak or to have your opinion recorded, please complete a registration slip found on the table in the lobby and return it to the bin in the Council Chambers.**

6) Public Officials' Reports:

- a) Mayor
- b) City Administrator

7) Consent Agenda:

- a) Common Council meeting minutes of December 14, 2021
- b) Architectural Board meeting minutes of November 8, 2021
- c) Festivals Committee meeting minutes of November 11, 2021
- d) Finance-Personnel Committee meeting minutes of November 9, 2021
- e) Mequon Municipal Water Utility Commission meeting minutes of October 28, 2021
- f) Planning Commission meeting minutes of November 11, 2021
- g) Public Works Committee meeting minutes of October 12, 2021
- h) Sewer Utility District Commission meeting minutes of November 9, 2021

8) Ordinances:

- a) **ORDINANCE 2021-1615** - An Ordinance Amending Chapter 2 of the Mequon Municipal Code, Relating to Paid Time Off (PTO) Benefits for Fire Department Battalion Chiefs; **Recommended by Finance-Personnel Committee December 14, 2021; First Reading at Common Council December 14, 2021.**
- b) **ORDINANCE 2021-1616** - An Ordinance Creating Section 62-21 of the Mequon Municipal Code Relating to Signs Along Streets and on Public Property; **Recommended by Planning Commission December 13, 2021; Tabled by Committee of the Whole December 14, 2021; Recommendation Forthcoming by Committee of the Whole January 11, 2022; First Reading at Common Council December 14, 2021.**

9) 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; **Recommendation Forthcoming by Committee of the Whole January 11, 2022.**
- 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; **Recommended by the Park and Open Space Board November 17, 2021; Further Recommendation Forthcoming by Committee of the Whole January 11, 2022.**
- c) **RESOLUTION 3911** - A Resolution Approving Award of a Consulting Agreement for Revising the Sanitary Sewer Utility's Hydraulic Model and Preparing Cost Estimates for Improvements to the East Trunk System North of Mequon Road to Brown and Caldwell, Milwaukee, Wisconsin in the Amount of \$213,063; **Recommendation Forthcoming by Sewer Utility District Commission January 11, 2022.**

10) Specified Unfinished Business From Prior Meetings: None.

11) Specified New Business: None.

12) Potential Closed Session:

- a) Personnel Evaluation of City Attorney: The Common Council may convene into closed session pursuant to Wis. Stat. § 19.85(1)(c), considering employment, promotion, compensation or performance evaluation date of any public employee over which the governmental body has jurisdiction or exercises responsibility and then may reconvene into open session to take such action as deemed appropriate.

- b) Personnel Evaluation of City Administrator: The Common Council may convene into closed session pursuant to Wis. Stat. § 19.85(1)(c), considering employment, promotion, compensation or performance evaluation date of any public employee over which the governmental body has jurisdiction or exercises responsibility and then may reconvene into open session to take such action as deemed appropriate.

13) Adjourn

Dated: January 6, 2022 _____/s/ John Wirth, Mayor

Notice is hereby given that a quorum of other governmental bodies may be present at this meeting to present, discuss and/or gather information about a subject over which they have decision-making responsibility, although they will not take formal action thereto at this meeting. Persons with disabilities requiring accommodations for attendance at this meeting should contact the City Clerk’s Office at 262-236-2914, twenty-four (24) hours in advance of the meeting.

Any questions regarding this agenda may be directed to the City Clerk’s Office at 262-236-2914, Monday through Friday, 8:00 AM – 4:30 PM.



11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262-236-2902
Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Community Development

TO: Common Council
FROM: Kim Tollefson, Director of Community Development
DATE: December 14, 2021
SUBJECT: ORDINANCE 2021-1614 An Ordinance Amending Chapter 58 of the Mequon Municipal Code to Rezone the Property at the Southwest Corner of Freistadt and Villa Grove Roads from R-3 (Residential 1-Acre), C1 (Wetlands) and FW (Floodway), to R-3, C1 and FW with a PUD (Planned Unit Development) Overlay, in Connection with the Development of a Seven-Lot Residential Subdivision (The Green at Mequon)

Background

The applicant is requesting rezoning and concept plan approval for a 7-lot conservation subdivision development on 14.79 acres located at the corner of Villa Grove and Freistadt Roads. The property is currently zoned R-3 (Residential 1 Acre), C-1 (Wetlands) and FW (Floodway), and includes a significant amount of wetlands and floodplain.

Analysis

The proposed conservation subdivision preserves and protects the site's environmental features, which include a significant amount of wetlands and floodplain. Based on the conditions of approval from the Planning Commission meeting on November 22, 2021, all wetlands and floodplain will be located in an outlot.

Concept Plan

The concept plan shows 7 lots served by a private road from Villa Grove Road. Lots range in size from .58 to 1.4 acres. There are three proposed stormwater ponds shown as part of the development. The ponds are shown to be located on three of the proposed lots. The plan also shows a 5.7-acre out lot which is almost entirely wetlands.

The concept plan shows lots ranging from .58 to 1.4 acre in size with an average of .83 acres. Based on the size and shape of the parcel, there are few options regarding how the lots are configured. Staff recommends no connections to adjacent parcels due to existing conditions. There is an existing single-family residence to the west with no opportunity for connection and a wetland complex to the south. Approximately half of the parcel contains wetlands and is in the floodway. With the number of wetlands on site, there is no opportunity for passive or active recreational opportunities in the open space area.

The City Forester, Mike Gies, has walked the site to identify specimen trees. He has indicated that the upland area contains 28 specimen trees that are shown on the concept plan. The trees along the west property line are large arborvitae which are located in the setback area of Lot 4. There are also two white pines located in or near the proposed building pad. There are three

hickories located on Lot 6 near the proposed stormwater pond and three black walnuts located on Lot 1.

After discussions with the City Forester, staff does not support the removal of any of the specimen trees other than the two white pines on Lot 4, and recommends that tree protection measures be put in place to protect the remaining trees. The request for removal of any trees will be addressed at the time of preliminary plat approval.

Fiscal Impact

The 7-lot subdivision development is estimated to be valued at \$4,000,000, resulting in estimated annual tax revenue of \$60,000.

Recommendation

The Planning Commission recommended approval by a vote of 6-2 on November 22, 2021.

Attachments:

Exhibit A: Concept Plan (PDF)

Exhibit B: Yield Plan (PDF)

Exhibit C: Zoning Map (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2021-1614

An Ordinance Amending Chapter 58 of the Mequon Municipal Code to Rezone the Property at the Southwest Corner of Freistadt and Villa Grove Roads from R-3 (Residential 1-Acre), C1 (Wetlands) and FW (Floodway), to R-3, C1 and FW with a PUD (Planned Unit Development) Overlay, in Connection with the Development of a Seven-Lot Residential Subdivision (The Green at Mequon)

RECITALS

A. The applicant seeks approval of a 7-lot conservation subdivision development on 14.79 acres located at the southwest corner of Villa Grove and Freistadt Roads.

B. The property is currently zoned R-3 (Residential 1-Acre), C-1 (Wetlands) and FW (Floodway) and includes a significant amount of wetlands and floodplain.

C. In order to complete the proposed development, the applicant has sought to rezone the property under a Planned Unit Development.

D. The Planning Commission by majority vote adopted a recommendation to approve the rezoning request on the 22nd day of November, 2021.

E. Based upon the Planning Commission's recommendation and following a public hearing before the Common Council on January 11, 2022, the Common Council has determined that amendments to the City's Zoning Map and Land Use Plan Map within Chapter 58 of the Mequon Municipal Code, are appropriate.

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

SECTION I

The City of Mequon Zoning Map is hereby amended so as to change the zoning classification of the property illustrated in Exhibit A from R-3 (Residential 1-Acre), C1 (Wetlands) and FW (Floodway) to R-3, C1, and FW with a PUD (Planned Unit Development), subject to the conditions of approval by the Planning Commission's action of November 22, 2021, as follows:

1. Common Council approval of the rezoning.
2. All existing wetlands and floodplain shall be contained in the outlot.
3. All buildings shall maintain a minimum building setback of 50' from the public road right-of-way and a minimum 20' offset from the side and rear property lines and a

building setback of 30 feet from the pavement edge of the private road. Offsets to wetlands as established by the Department of Natural Resources (DNR).

4. A landscape preservation easement shall be established along Friestadt Road abutting the rear property lines of Lots 1-4. The applicant shall submit a landscape plan for Planning Commission review for the area that provides a consistent treatment along the street frontage.
5. The development shall comply with preliminary plat, development agreement, and final plat requirements.
6. Architectural design of residential buildings shall comply with the Architectural Board's publication entitled "Guidelines for Residential Structures" and are subject to the Architectural Review Board.
7. Street trees are subject to the approval of the Tree Board and Planning Commission.
8. Street lighting, if proposed, is subject to the approval of the Planning Commission.
9. Entryway signage and landscaping is subject to approval by the Planning Commission.
10. Any substantial change to the general concept plans illustrated in the attached exhibits shall require appropriate amendment to this ordinance.
11. The entire property is subject to the City of Mequon Tree Preservation Ordinance and necessary preservation easements, if any.
12. The two white pines located on Lot 4 may be removed in accordance with replacement in accordance with the Tree Preservation Ordinance.

SECTION II

The terms and provision of this ordinance are severable. Should any term of 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 III

All ordinances in contravention to this ordinance are hereby repealed.

SECTION IV

This ordinance shall be in full force and effect upon its passage and on the day after its publication.

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: _____

PRELIMINARY PLAT

"The Green at Mequon"

A DIVISION OF PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.



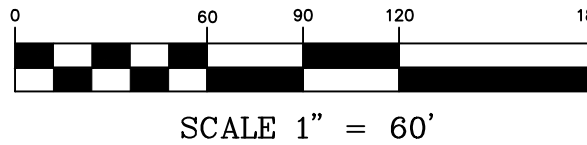
NORTH SHORE ENGINEERING, INC.
Consulting Engineers & Land Surveyors
11433 N. Port Washington Rd., Mequon, Wisconsin, 53092
(262) 241-9400 • FAX: (262) 241-5337
www.northshoreengineering.net

Property Statistics:

Total Property Area = 14.80 acres (100%)
Villa Grove Road & W. Freistadt Road
Dedication Area = 2.61 acres (17.64%)
Outlot 1 Area = 5.74 acres (38.78%)
Average Lot Area = 6.45 acres x 7 = 0.92 acres (43.58%)

NOTES :

1. ALL BEARINGS REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (SOUTH LINE OF THE SW. 1/4 OF SECTION 13-9-21, WHICH BEARS S89°11'22"W)
2. STORM WATER POND SIZES AND LOCATIONS MAY VARY PENDING OUTCOME OF STORM WATER CALCULATIONS.
3. OUTLOT 1 WILL BE DEDICATED TO A HOMEOWNERS ASSOCIATION SETUP FOR THIS DEVELOPMENT.
4. BUILDING SETBACKS ARE AS FOLLOWS:
FRONT YARD = 30.0'
SIDE YARD & REAR YARD = 20.0'
5. THIS DEVELOPMENT WILL BE SERVICED BY CITY SANITARY SEWER & WATER.



LEGEND :

- 670 --- DENOTES EXISTING MAJOR CONTOURS
- 671 --- DENOTES EXISTING MINOR CONTOURS
- DENOTES U.S.D.A. SOIL BOUNDARY
- DENOTES BUILDING SETBACK LINES
- DENOTES WETLAND LIMITS LINE
- 1.0% --- DENOTES PROPOSED ROAD PROFILE SLOPE
- ☉ DENOTES SPECIMEN TREE AS FLAGGED BY THE CITY FORESTER
- ↓ ↓ ↓ ↓ ↓ DENOTES WETLAND AREAS

ZONING :

EXISTING ZONING : R-3/FW/OA
PROPOSED ZONING : PUD

TOTAL AREA :

644,757 ± SQ. FT.
14,802 ± ACRES

SUBDIVIDER :

MJ PERLEWITZ BUILD REMODEL, LLC
MIKE J. PERLEWITZ
W177N1468 BLACKSTONE CIRCLE
GERMANTOWN, WI. 53022
(414) 807-5522

SURVEYOR :

JAMES SCHNEIDER
NORTH SHORE ENGINEERING, INC.
11433 N. PORT WASHINGTON ROAD
MEQUON, WI. 53092
(262) 241-9400

APPROVING AGENCY :

CITY OF MEQUON

OBJECTING AGENCIES :

DEPARTMENT OF ADMINISTRATION

SOILS LEGEND :

SYMBOL	NAME	Slopes
FaA	Fabius loam	1-3%
FoA	Fox loam	0-2%
KnB	Kewaunee silt loam	2-6%
MaA	Manawa silt loam	0-3%
KoC2	Kewaunee silty clay loam	6-12% eroded
Ww	Wet alluvial land	

F.E.M.A. NOTE :

1. THE SUBJECT PROPERTY LIES WITHIN ZONE "X" AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AND ZONE "AE" BASE FLOOD ELEVATIONS DETERMINED, AS DETERMINED BY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 55089C 0252 F, EFFECTIVE DATE: DECEMBER 4, 2007.

SURVEYOR'S CERTIFICATE

I, James G. Schneider, Registered Land Surveyor, do hereby certify:
THAT I have surveyed, divided, and mapped the preliminary plat of
"THE GREEN AT MEQUON", described as follows:

That part of the Southwest 1/4 of Section 13, Township 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin, bounded and described as follows: Commencing at the South Quarter Corner of said Section 13; thence N89°11'22"W, 419.76 feet along the South line of said Southwest 1/4 to the point of beginning; thence continue N89°11'22"W, 545.46 feet along said South line; thence N0°48'38"W, 929.95 feet at right angles to said South line to the center of Freistadt Road; thence N47°30'22"E, 622.71 feet along the center of Freistadt Road; thence N88°39'47"E, 92.14 feet along said center of Freistadt Road to the Northwest Corner of Parcel 2 of a C.S.M. recorded in Volume 1 on page 99 of C.S.M.'s; thence S0°18'37"E, 1344.96 feet along the West line of said Parcel 2 to the point of beginning.

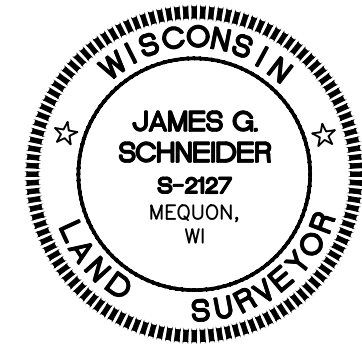
Said Parcel containing 644,757 sq. ft./14.802 acres of land to centerline of road, more or less.

THAT I have made such survey, land division and preliminary plat at the direction of MJ PERLEWITZ BUILD REMODEL, LLC owner of said land.

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

THAT I have fully complied with the provisions of the City of Mequon Land Division Code.

James G. Schneider P.L.S. No. S-2127



Dated this 18th day of October, 2021
Revised this 17th day of November, 2021

Decimal to Inches	Inches to Decimal
0.1" = 1/16"	1" = 0.0833"
0.2" = 1/8"	2" = 0.1666"
0.3" = 3/16"	3" = 0.2500"
0.4" = 1/4"	4" = 0.3333"
0.5" = 1/2"	5" = 0.4166"
0.6" = 3/8"	6" = 0.5000"
0.7" = 7/16"	7" = 0.5833"
0.8" = 4/5"	8" = 0.6666"
0.9" = 9/10"	9" = 0.7500"
1.0" = 1"	10" = 0.8333"
	11" = 0.9166"
	12" = 1.0000"



ZONING R-3/OA:

R-3 District is intended to provide for large single family detached residential development primarily within that area designated on the land use plan as "Urban Service Area". The district regulations are designed to reasonably accommodate large homes which may potentially be served by public sewage facilities.

The CA District is intended to maintain, preserve, and enhance agricultural lands. Residential densities are subject to the underlying based district.

ZONING DATA: (R-3/DAY)

Lots 1-??
 Minimum Lot Area: 43,569 S.F. (1 Acre)
 Minimum Lot Width: 150'
 Local Front/Street Setback: 50'
 Expressways: 200'
 Primary Arterials: 100'
 Secondary Arterials: 80'
 Local Arterials: 70'
 Side Setback: 20'
 Rear Setback: 20'

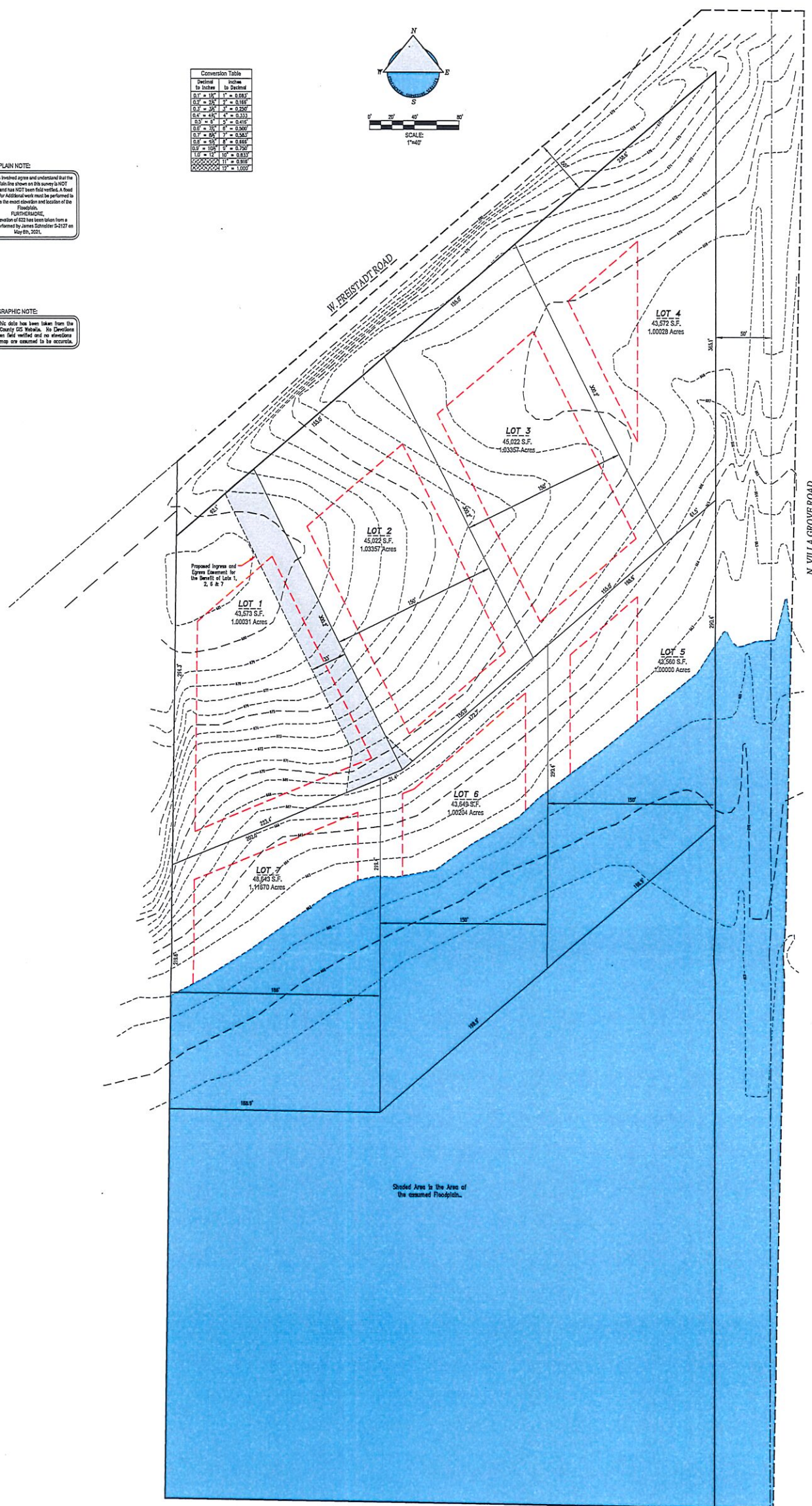
Not more than 15% of the Lot may be covered by buildings or Structures.

FLOODPLAIN NOTE:

All parties involved agree and understand that the Floodplain line shown on this survey is NOT accurate and has NOT been field verified. A flood study and/or Additional work must be performed to determine the exact elevation and location of the Floodplain.
FURTHERMORE,
The elevation of 622 has been taken from a Survey performed by James Schneller S-2127 on May 8th, 2021.

TOPOGRAPHIC NOTE:

Topographic data has been taken from the DeWitt County GIS Website. No Elevations have been field verified and no elevations on this map are assumed to be accurate.



Shaded Area is the Area of
the assumed Floodplain

Revised this 2nd Day of August, 2021.
(Revised Lot layout)

**CONTINENTAL
SURVEYING
SERVICES LLC** 

CLIENT:
Mike Perlewitz

PROPERTY ADDRESS:
W. Freistedt Road
Mequon,
Wisconsin

PARCEL INFO:
TAX KEY NUMBER: 14-013-12-005.00
PROJECT NO.: 20210712_MSC0002
SERVICE PERFORMED: MSC

LEGAL NOTICE: UNAUTHORIZED REVISIONS, MODIFICATIONS, ALTERATIONS, AND OR MAKING CHANGES OF ANY KIND AND THEN USE AND OR DISTRIBUTE THIS MAP, CONTINENTAL SURVEYING SERVICES LLC'S NAME, OR THE SURVEYOR'S NAME NAMED ON THIS MAP WITHOUT CONSENT MAY BE A FEDERAL OFFENSE IN VIOLATION OF COPYRIGHT AND OR PLAGIARISM LAWS WHICH MAY RESULT IN LEGAL ACTION.

NOTE: Underground Utilities

Location of Underground utilities are not part of the agreement made between the Surveyor AND Client named on this map, therefore none are shown.

Survey has been ordered this Note shall
NPS Survey this Plot of Survey does
a, encumbrances, restrictions or other
ALTA/NPS Survey.

Statement of Potential Encroachments:

At the time this survey was performed the surveyor closely inspected the subject property and at its location has measured and has now shown at the face of this map certain features that appear to be as set, or, being a property that is not shown in the survey, the surveyor has determined that the subject property is a part of the land of the State of California, and the surveyor has identified the location of the subject property in the corner of the land, and does not, nor will not guarantee an accuracy greater than 0.1 of a foot in respect to the location of said feature or features. These measurements may vary from future measurements due to the reduced placement, height/width/depth, the specific location of the shot, and the physical condition of the subject features. Therefore, it is possible that certain measurements may exceed the accuracy greater than 0.1 of a foot for corner locations. This location is an approximate indication for the location of any feature shown on this map.

PLANNED WITH ANY CONCERNED PARTIES TO THE SURVEY



Rick R. Hillmann S-3005

Dated this 27th Day of JULY, 2021

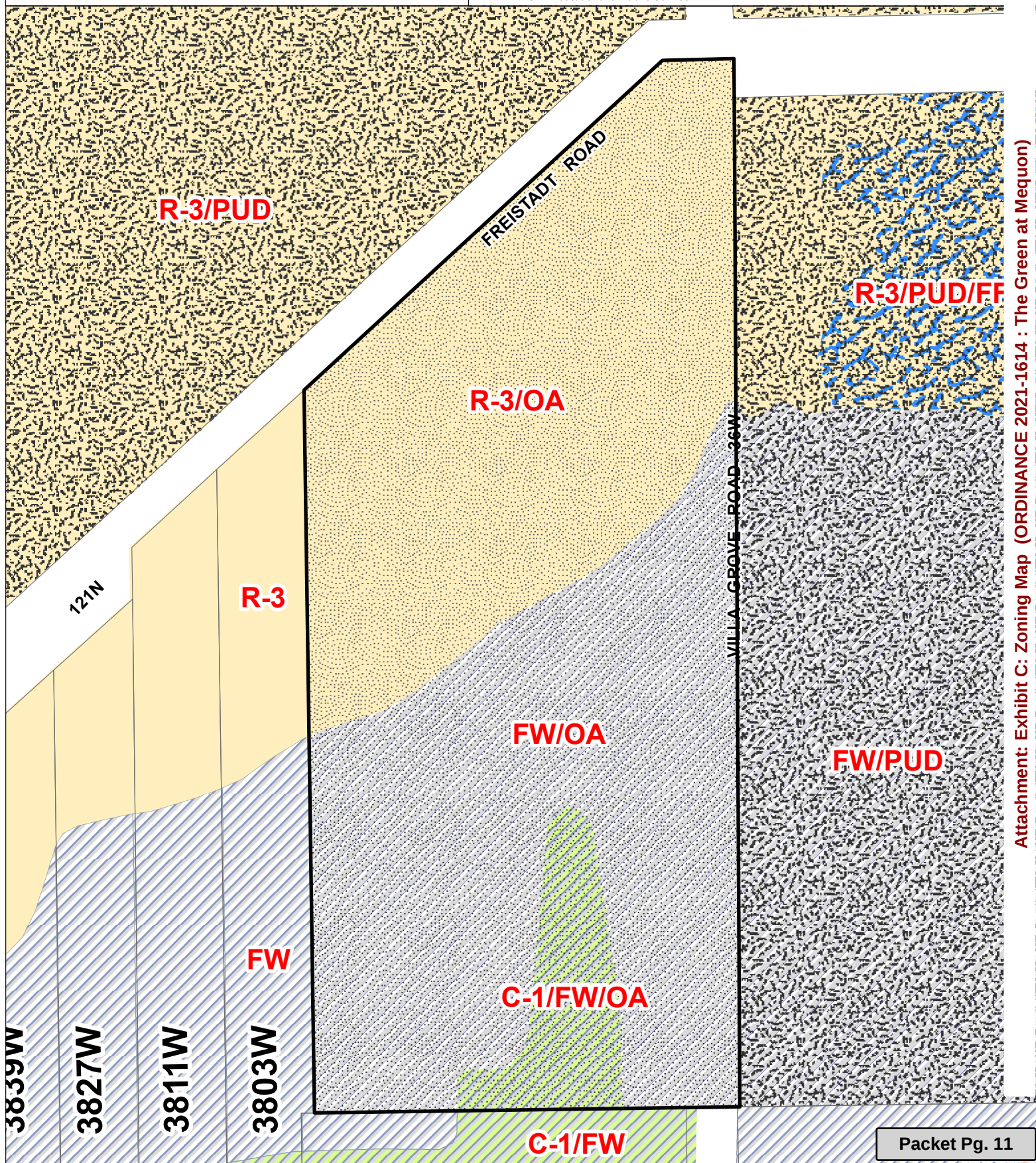
By the Graces of God and the talents given to us, we strive to provide the most Honest and Reliable Land Surveying Services

The Green at Mequon

AC Arrival Corridor
A-1 Agricultural Preserve
A-2 General Agricultural
B-1 Neighborhood Business
B-2 Community Business
B-3 Office & Service Business
B-4 Business Park
B-5 Light Industrial
B-6 Rural Industrial
B-7 Rural Business
C-1 Shoreland/Wetland Conservancy
C-2 General Conservancy
CGO Central Growth Overlay
FFO Flood Fringe Overlay
FW Floodway
IPS Institutional & Public Service

LTD Limited Use
OA Agricultural Overlay
PUD Planned Unit Development Overlay
P-1 Park & Recreation
R-1 Single-Family Residential (5 Ac. Min.)
R-1B Single-Family Residential (2.5 Ac. Min.)
R-2 Single-Family Residential (2.0 Ac. Min.)
R-2B Single-Family Residential (1.5 Ac. Min.)
R-3 Single-Family Residential (1.0 Ac. Min.)
R-4 Single-Family Residential (3/4 Ac. Min.)
R-5 Single-Family Residential (1/2 Ac. Min.)
R-6 Single-Family Residential (4 du/Ac)
RM Multi-Family Residential
TC Town Center
TDR Transfer of Development Rights

4.a.c



Attachment: Exhibit C: Zoning Map (ORDINANCE 2021-1614 : The Green at Mequon)



www.ci.mequon.wi.us

draft

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

Office of the City Clerk
Taped and Televised

**COMMON COUNCIL
Regular Meeting
Tuesday, December 14, 2021 - 7:30 PM
or Immediately Following the
Sewer Utility District Commission Meeting
Christine Nuernberg Hall**

Minutes

1) Call to Order

Mayor Wirth called the meeting to order at 7:38 PM.

2) Pledge of Allegiance

3) Roll Call

Present:

Mayor John Wirth
Alderman Robert Strzelczyk
Alderman Glenn Bushee
Alderman Dale Mayr
Alderman Jeffrey Hansher
Alderman Mark Gierl
Alderman Brian Parrish
Alderman Kathleen Schneider
Alderman Andrew Nerbun

Also present: City Administrator Jones, Assistant City Administrator Schoenemann, City Attorney Sajdak, City Clerk Fochs, Community Development Director Tollefson, Assistant Community Development Director Zader, Engineering and Public Works Director Lundeen, Finance Director Engroff, Fire Chief Bialk, Deputy Fire Chief Zellman, press and interested public.

4) Public Hearings:

- a) **ORDINANCE 2021-1605** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code to: A) Rezone the Property Located at 2233 W. Mequon Road (The Peltz Center for Jewish Life) from R-3 (Residential) to IPS (Institutional Public Service); and B) Amend the City's Land Use Plan Map for the Same Property from Residential 1-1.5 Acres to Institutional.

Attachment: 12-14-21_Draft CC minutes (6932 : Common Council meeting minutes of December 14, 2021)

RESULT: Approved by Roll Call Vote [Unanimous]
MOVED BY: Alderman Mayr
SECONDED BY: Alderman Hansher

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

1) Public hearing

Motion to open the public hearing for **ORDINANCE 2021-1605**.

RESULT: Approved by Voice Acclamation [Unanimous]
MOVED BY: Alderman Schneider
SECONDED BY: Alderman Nerbun

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

Motion to close the public hearing for **ORDINANCE 2021-1605**.

RESULT: Approved by Voice Acclamation [Unanimous]
MOVED BY: Alderman Mayr
SECONDED BY: Alderman Parrish

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

2) Consideration of ordinance

Motion to approve **ORDINANCE 2021-1605**.

RESULT: Approved by Roll Call Vote [Unanimous]
MOVED BY: Alderman Mayr
SECONDED BY: Alderman Hansher

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

- b) **ORDINANCE 2021-1606** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code to: A) Rezone the Property Located at 2415 W. Mequon Road (Congregation Anshai Lebowitz) from R-3 (Residential) to IPS (Institutional Public Service); and B) Amend the City's Land Use Plan Map for the Same Property from Residential 1-1.5 Acres to Institutional.

RESULT: Approved by Roll Call Vote [Unanimous]
MOVED BY: Alderman Schneider
SECONDED BY: Alderman Strzelczyk

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

1) Public hearing

Motion to open the public hearing for **ORDINANCE 2021-1606**.

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

MOVED BY: Alderman Nerbun

SECONDED BY: Alderman Strzelczyk

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

Motion to close the public hearing for **ORDINANCE 2021-1606**.

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

MOVED BY: Alderman Mayr

SECONDED BY: Alderman Schneider

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

2) Consideration of ordinance

Motion to approve **ORDINANCE 2021-1606**.

RESULT: **Approved by Roll Call Vote [Unanimous]**

MOVED BY: Alderman Schneider

SECONDED BY: Alderman Strzelczyk

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

- c) **ORDINANCE 2021-1607** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code to: A) Rezone the Property Located at 10055 N. Wauwatosa Road from R-1 (Residential) to IPS (Institutional Public Service); and B) Amend the City's Land Use Plan Map for the Same Property from Residential 5-Acre to Institutional.

RESULT: **Approved by Roll Call Vote [Unanimous]**

MOVED BY: Alderman Hansher

SECONDED BY: Alderman Schneider

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

1) Public hearing

Motion to open the public hearing for **ORDINANCE 2021-1607**.

RESULT: Approved by Voice Acclamation [Unanimous]
MOVED BY: Alderman Hansher
SECONDED BY: Alderman Nerbun

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

Motion to close the public hearing for **ORDINANCE 2021-1607**.

RESULT: Approved by Voice Acclamation [Unanimous]
MOVED BY: Alderman Mayr
SECONDED BY: Alderman Nerbun

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

2) Consideration of ordinance

Motion to approve **ORDINANCE 2021-1607**.

RESULT: Approved by Roll Call Vote [Unanimous]
MOVED BY: Alderman Hansher
SECONDED BY: Alderman Schneider

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

- d) **ORDINANCE 2021-1608** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code to: A) Rezone the Property Located at 7420 W. Dongs Bay Road from R-2B (Residential) to IPS (Institutional Public Service); and B) Amend the City's Land Use Plan Map for the Same Property from Residential 1.5 Acres to Institutional.

RESULT: Approved by Roll Call Vote [Unanimous]
MOVED BY: Alderman Hansher
SECONDED BY: Alderman Parrish

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

1) Public hearing

Motion to open the public hearing for **ORDINANCE 2021-1608**.

RESULT: Approved by Voice Acclamation [Unanimous]
MOVED BY: Alderman Nerbun
SECONDED BY: Alderman Parrish

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

Motion to close the public hearing for **ORDINANCE 2021-1608**.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Schneider
SECONDED BY: Alderman Strzelczyk

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

2) Consideration of ordinance

Motion to approve **ORDINANCE 2021-1608**.

RESULT: **Approved by Roll Call Vote [Unanimous]**
MOVED BY: Alderman Hansher
SECONDED BY: Alderman Parrish

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

- e) **ORDINANCE 2021-1609** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code, Allowing Animal Hospitals and Veterinary Clinics as a Permitted Use in the Town Center Zoning District.

RESULT: **Approved as Amended by Roll Call Vote [Unanimous]**
MOVED BY: Alderman Mayr
SECONDED BY: Alderman Nerbun

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

1) Public hearing

Motion to open the public hearing for **ORDINANCE 2021-1609**.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Parrish
SECONDED BY: Alderman Strzelczyk

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

Motion to close the public hearing for **ORDINANCE 2021-1609**.

RESULT: Approved by Voice Acclamation [Unanimous]
MOVED BY: Alderman Mayr
SECONDED BY: Alderman Nerbun

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

Discussion ensued on the concern of allowing unsupervised boarding overnight in residential buildings. Assistant Director Zader suggested adding another guideline to the code in buildings that are mixed use.

Motion to amend **ORDINANCE 2021-1609** by adding the following 4th guideline: "No animal shall be allowed to be left unsupervised between the hours of 10:00 PM and 6:00 AM in a building that contains residential units."

RESULT: Approved by Roll Call Vote [7 to 1]
MOVED BY: Alderman Schneider
SECONDED BY: Alderman Mayr

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider
NAYS: Nerbun

2) Consideration of ordinance

Motion to approve **ORDINANCE 2021-1609** as amended.

RESULT: Approved as Amended by Roll Call Vote [Unanimous]
MOVED BY: Alderman Mayr
SECONDED BY: Alderman Nerbun

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

5) Personal Appearances and Public Comment: None.

6) Public Officials' Reports:

- a) Mayor: Mayor Wirth wished everyone a belated Happy Hanukkah and a Merry Christmas. He announced that the Joint Review Board met last week. They typically meet at least annually to review the Tax Incremental Districts (TIDs) and submit a report to the State of Wisconsin. Our TIDs are doing well and will close on time with positive cash flow. Lastly, he reported on the upcoming changes to the Committee of the Whole process. Department Heads are being asked to submit monthly reports to the Committee of the Whole before each month's meeting to assist in streamlining, prioritizing, and time management.

- b) City Administrator: City Administrator Jones announced that the recent COVID clinic provided 600+ shots. Midland Health will be hosting additional clinics at Mequon City Hall from December 20-23, from 1:00 pm - 6:00 pm. The sign-up link is on our City's website.

7) Consent Agenda:

- a) Common Council meeting minutes of November 9, 2021.
- b) Architectural Board meeting minutes of October 11, 2021.
- c) Board of Appeals meeting minutes of May 20, 2021.
- d) Economic Development Board meeting minutes of October 26, 2021.
- e) Festivals Committee meeting minutes of October 14, 2021.
- f) Finance-Personnel Committee meeting minutes of October 12, 2021.
- g) Joint Mequon-Thiensville Bike and Pedestrian Way Commission meeting minutes of October 14, 2021.
- h) Park and Open Space Board meeting minutes of October 20, 2021.
- i) Planning Commission meeting minutes of October 28, 2021.
- j) Public Safety Committee meeting minutes of September 14, 2021.
- k) Public Welfare Committee meeting minutes of October 12, 2021.
- l) Sewer Utility District Commission meeting minutes of October 28, 2021.
- m) 2021 Joint Mequon-Thiensville Bike and Pedestrian Way Annual Report.
- n) 2021 Park and Open Space Board Annual Report.
- o) Ordinance First Readings

NOTE: First reading of Ordinances will not be acted upon unless a suspension of the rules is approved by a recorded vote of two-thirds majority of all aldermen.

- 1) **ORDINANCE 2021-1614** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code to Rezone the Property at the Southwest Corner of Freistadt and Villa Grove Roads from R-3 (1-Acre Single-Family), C1 (Wetlands) and FW (Floodway) to R-3, C1 and FW with a PUD (Planned Unit Development) Overlay, in Connection with Development of a Seven-Lot Residential Subdivision (The Greens at Mequon).

RESULT: First Reading

- 2) **ORDINANCE 2021-1615** - An Ordinance Amending Chapter 2 of the Mequon Municipal Code, Relating to Paid Time Off (PTO) Benefits for Fire Department Battalion Chiefs.

RESULT: First Reading

- 3) **ORDINANCE 2021-1616** - An Ordinance Creating Section 62-21 of the Mequon Municipal Code Relating to Signs Along Streets and on Public Property.

RESULT: First Reading

Motion to approve the Consent Agenda Items A-N.

RESULT: Approved by Voice Acclamation [Unanimous]
MOVED BY: Alderman Strzelczyk
SECONDED BY: Alderman Bushee

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

The Common Council convened as the Committee of the Whole at 8:02 PM.

8) Committee of the Whole

- a) Discussion Regarding **ORDINANCE 2021-1616** - An Ordinance Creating Section 62-21 of the Mequon Municipal Code Relating to Signs Along Streets and on Public Property

The Planning Commission recommended the ordinance without amendments. The goal tonight is to receive feedback from the Committee of the Whole. Discussion ensued on the struggle between free speech rights vs. providing equal time and space on city-owned public property, potential for legal action against the city, the need for input from all donors/sponsors of the electronic sign, community development's public hearing signs, proximity of free space to gateway sign, potential for damage to landscaping, feasibility of leasing the message board, future of other electronic signs in the city, and waiting until we get through one election cycle.

Committee of the Whole will need to further address the status of the library's electronic sign, the Community Development public hearing signs, subdivisions signs and also consult with the donors/sponsors of the Gateway sign, and what content the city would approve to be displayed on the Gateway sign.

Motion to table the discussion of **ORDINANCE 2021-1616** until January 2022.

RESULT: Approved by Voice Acclamation [Unanimous]
MOVED BY: Alderman Mayr
SECONDED BY: Alderman Nerbun

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

- b) Reconvene as the Common Council

The Committee of the Whole reconvened as the Common Council at 9:00 PM.

9) Ordinances:

- a) **ORDINANCE 2021-1610** - An Ordinance Amending Section 2-19 of the Mequon Municipal Code, Providing for Electronic Meeting Attendance by Members of the Common Council.

Council members recommended exploring other technologies, opening up electronic participation to the public also, and possibly revisiting the policy in 6-12 months.

RESULT: **Approved by Roll Call Vote [Unanimous]**
MOVED BY: Alderman Gierl
SECONDED BY: Alderman Nerbun

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

- b) **ORDINANCE 2021-1611** - A Charter Ordinance Amending Provisions of the Mequon Municipal Code that Establishes the Planning Commission, to Allow for Electronic Meeting Attendance.

RESULT: **Approved by Roll Call Vote [Unanimous]**
MOVED BY: Alderman Schneider
SECONDED BY: Alderman Strzelczyk

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

- c) **ORDINANCE 2021-1612** - An Ordinance Amending Section 2-803 of the Mequon Municipal Code Relating to the Term of Office for Municipal Court Judge.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Nerbun
SECONDED BY: Alderman Parrish

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

10) Resolutions:

- a) **RESOLUTION 3900** - A Resolution Approving a Memorandum of Understanding Between the City of Mequon and the Village of Thiensville in Connection with Fire & EMS Department Consolidation.

Mayor Wirth announced that Thiensville unanimously approved this resolution last night.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Schneider
SECONDED BY: Alderman Nerbun

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

- b) **RESOLUTION 3899** - A Resolution Authorizing Execution of a Letter of Agreement Between the City of Mequon and Veyo Inc. to Serve as the Fire Department's Medicaid Reimbursement Agent.

RESULT: **No Vote**

RESOLUTION 3899 was removed from the agenda prior to the meeting.

- c) **RESOLUTION 3901** - A Resolution Approving the Following in Connection with the City of Mequon's Insurance Program for Fiscal Year 2022: A) A Contract with Chubb Insurance, Warren, New Jersey, for Property Casualty and Storage Tank Liability Insurance in the Amount of \$54,695; B) A Contract with Employers Mutual Casualty Company, Des Moines, Iowa, for Auto, General, Law Enforcement, Workers' Compensation, Commercial Crime, Public Officials Legal and Umbrella Liability Coverage in the Amount of \$409,001; and C) A Contract with The Hartford Insurance Company, Hartford, Connecticut, for Accident Insurance in the Amount of \$1,299.

RESULT: **Approved by Roll Call Vote [Unanimous]**
MOVED BY: Alderman Strzelczyk
SECONDED BY: Alderman Nerbun

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

- d) **RESOLUTION 3902** - A Resolution Authorizing a Second Amendment to the Development Agreement Between the City of Mequon and Foxtown Center, LLC, Related to the Timing and Completion of Project Phases.

RESULT: **Approved by Roll Call Vote [Unanimous]**
MOVED BY: Alderman Parrish
SECONDED BY: Alderman Bushee

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

- e) **RESOLUTION 3898** - A Resolution Designating Polling Sites in the City of Mequon Based on the Approved 2022 Aldermanic Districts.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Schneider
SECONDED BY: Alderman Gierl

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

- f) **RESOLUTION 3903** - A Resolution Approving a State/Municipal Financial Agreement (SMFA) with the Wisconsin Department of Transportation for the Resurfacing of Mequon Road Between Buntrock Avenue and Cedarburg Road.

RESULT: **Approved by Roll Call Vote [Unanimous]**
MOVED BY: Alderman Mayr
SECONDED BY: Alderman Nerbun

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

- g) **RESOLUTION 3904** - A Resolution Awarding a 2022 Janitorial Services Contract for City Hall, the Department of Public Works Combined Facility & the Public Safety Building to Vanguard Cleaning Systems, Greenfield, Wisconsin at an Annual Estimated Cost of \$81,312.

RESULT: Approved by Roll Call Vote [Unanimous]
MOVED BY: Alderman Mayr
SECONDED BY: Alderman Schneider

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

- h) **RESOLUTION 3905** - A Resolution Awarding a Contract for the Preparation of Contract Documents Related to Sewer Lateral Work in the Riverland Drive and Riverdale Park Lift Station Areas to raSmith of Brookfield, Wisconsin in an Amount Not-to-Exceed \$65,000.

RESULT: Approved by Roll Call Vote [Unanimous]
MOVED BY: Alderman Mayr
SECONDED BY: Alderman Nerbun

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

- i) **RESOLUTION 3906** - A Resolution Awarding a Contract for Inspection and Construction Management Services on the Rehabilitation of Sanitary Sewer Mains in the Riverdale Park and Riverland Drive Lift Station Areas to raSmith of Brookfield, Wisconsin in the Amount of \$60,620.

RESULT: Approved by Roll Call Vote [Unanimous]
MOVED BY: Alderman Nerbun
SECONDED BY: Alderman Parrish

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

- j) **RESOLUTION 3907** - A Resolution Awarding a Contract to Rehabilitate Sanitary Sewer Mains in the Riverdale Park and Riverland Drive Lift Station Areas to Visu-Sewer, Inc. of Pewaukee, Wisconsin in the Amount of \$343,655.

RESULT: Approved by Roll Call Vote [Unanimous]
MOVED BY: Alderman Schneider
SECONDED BY: Alderman Bushee

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

- k) **RESOLUTION 3908** - A Resolution Awarding a Contract for the Rehabilitation of Seventy-One (71) Sanitary Sewer Manholes to National Power Rodding of Chicago, Illinois in the Amount of \$61,408.

RESULT: **Approved by Roll Call Vote [Unanimous]**
MOVED BY: Alderman Mayr
SECONDED BY: Alderman Schneider

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

11) Specified Unfinished Business From Prior Meetings: None.

12) Specified New Business:

- a) Appointment of Election Inspectors and Special Voting Deputies for the Period of January 1, 2022 - December 31, 2023

Motion to approve the list of Election Inspectors and Special Voting Deputies.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Strzelczyk
SECONDED BY: Alderman Nerbun

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

13) Adjourn

Motion to adjourn at 9:12 PM.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Gierl
SECONDED BY: Alderman Bushee

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

Respectfully Submitted,
Kathy Andrykowski

**ARCHITECTURAL BOARD MINUTES****Monday, November 8, 2021****6:00 PM****Lower-Level Conference Room****Minutes****1. Call to Order, Roll Call****Present:** Chairman Scott Reed**Members at Large:** Paul Apfelbach, Jo Steinberg, Andrew Kerr**Aldermanic District Members:** Tom Irvin, Jason Dozark, Janet Ehn, Bruce Stern, Jim Youngquist**Building Inspector:** Mike Hadley**2. Meeting Minutes**

Minutes from the October 11, 2021, meeting were approved by Vice-Chairman Paul Apfelbach and seconded by District Three Representative, Tom Irvin. Minutes were approved unanimously.

3. Application Submittals:

No.	Alder. District /Time	Type of App	Owner(s) / Project Address	Contractor
1)	Dist. 7 6:00 pm	Addition: Covered Porch	Tom & Tracy Christenson 3407 W. Burgundy Court Subd: Lac Du Cours	Cont: DE Contracting Subd: New Horizon
Moved to Approve: <u>Apfelbach</u> Seconded by: <u>Dozark</u> Approved: <u>Yes</u> Vote: <u>Unanimously</u> Conditions: Plans approved as submitted.				

2)	Dist. 1 6:10 pm	New Single-Family Residence	David & Cynthia Stott 11133 W. Pioneer Road Subd: Pioneer Trace	Cont: Alesci Homes, Inc. Arch: Alesci Homes, Inc.
----	--------------------	--	---	--

Moved to Approve: Stern
 Seconded by: Youngquist
 Approved: Yes
 Vote: 8-1 (No-Apfelbach)

Conditions: Plans approved as submitted with the condition that the stone on left elevation should extend and die on inside corner.

3)	Dist. 2 6:15 pm	New Single-Family Residence	Arsen Mugurdumov 3230 W. Grace Avenue Subd: N/A	Cont: Angel's Dream Renov. Arch: David Koscielniak
----	--------------------	--	---	---

Moved to Approve: Irvin
 Seconded by: Dozark
 Approved: Yes
 Vote: Unanimously

Conditions: Plans approved as submitted with the following conditions:

1. Remove beltline on all elevations.
2. Keep stone focal point on front (South Elevation).
3. Add window on garage (West Elevation).
4. To help break-up the windowless exterior wall of master bedroom, the Board suggested windows or faux windows but approval is also contingent on the owner building a future outdoor kitchen area with cabinets to help break-up the exterior wall.

4)	Dist. 3 6:20 pm	New Single-Family Side x Side Condominium	David Hoff Development 6141 / 6153 W. Woods Lane Subd: Woods at Highland Park	Cont: Northtrack Construction Arch: Architectural Develop.
----	--------------------	--	---	---

Moved to Approve: Irvin
 Seconded by: Apfelbach
 Approved: Yes
 Vote: Unanimously

Conditions: Plans approved as submitted.

5)	Dist. 6 6:25 pm	Re-Submittal: Garage Addition	Juan Benjamin & Dana Orozco 11006 N. River Road Subd: N/A	Cont: JBOS Remodeling Arch: Tim Elnwalter
Moved to Approve: <u>Reed</u> Seconded by: <u>Irvin</u> Approved: <u>Yes</u> Vote: <u>Unanimously</u> Conditions: Plans approved as submitted with the condition that a standard size window should be added to West Elevation to match larger windows on North Elevation.				

4. Action:

District Three Representative, Tom Irvin made a motion to adjourn the meeting.
District Six Representative, Janet Ehn seconded the motion.
A vote was taken; vote passed unanimously.

Meeting adjourned at 6:45 p.m.



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

www.ci.mequon.wi.us

FESTIVALS COMMITTEE
Thursday, November 11, 2021
6:30 PM
South Conference Room

Minutes

1) Call to Order, Roll Call

Present:

Chair Vanessa Nerbun
Vice Chair Kirsten Hildebrand
Committee Member Janet Fussell
Committee Member Jenne Hohn
Committee Member Tracy Johnson
Committee Member Lisa Liljegren
Committee Member Moshe Luchins
Committee Member Christine McLean -- **Absent**
Committee Member Miranda White -- **Absent**

Also Present: Executive Assistant Enea

2) Approval of Meeting Minutes

a. October Meeting Minutes

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

MOVED BY: Committee Member Liljegren

SECONDED BY: Committee Member Luchins

AYES:	Nerbun, Hildebrand, Fussell, Hohn, Johnson, Liljegren, Luchins
ABSENT:	McLean, White

3) Taste of Mequon Survey Results

Executive Assistant Enea read the results of the one survey she received. Committee Member McLean had the rest of the results and will share at next meeting. Committee Member Hohn said that Leonardo's and Yummy Bones did not receive their confirmation emails and said that she'll follow-up with vendors next year to make sure they received it. Committee Member Johnson said that Hiawatha Woodworks was really pleased with his sales. The Committee agreed that there needed to be more communication on getting volunteers next year.

4) Winter Wonderland

a. Approve Photography Invoice

1. Invoice from VIP

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

MOVED BY: Committee Member Hildebrand

SECONDED BY: Committee Member Liljegren

AYES:	Nerbun, Hildebrand, Fussell, Hohn, Johnson, Liljegren, Luchins
ABSENT:	McLean, White

b. Choose Backdrop Option

1. Backdrop Option 1

2. Backdrop Option 2

3. Backdrop Option 3

Backdrop Option 1 was unanimously selected.

c. Photo Sign-ups

Committee Chair Nerbun will use Sign-up Genius for families to sign-up for time slots like last year.

d. Children's Area

Committee Member Fussell brought some craft ideas that didn't involve paint or glue. It was suggested to have a letter writing station to Santa that children could color. Also, a "make reindeer food" station was suggested. Everyone's assignment was to think of other crafts.

e. Cookies

Committee Co-Chair Hildebrand's law firm will sponsor the cookies again this year. It was decided that they do not need to be individually wrapped, they will be handed out on a tray with napkins. 300 cookies like last year was agreed upon.

f. Food & Beverage

Executive Assistant Enea reached out to Fiddleheads about hot chocolate. Committee Member Fussell will follow-up with the owner.

g. Publicity

Committee Member Johnson and Executive Assistant Enea will collaborate on the flyer. Information will be sent out in the City's Weekly Bulletin.

1. Last Year's flyer

h. Committee Assignments

It was decided to have piped in Christmas music and to advertise as a Click N' Go like last year. Committee Chair Nerbun will look into getting a larger tent.

5) Next Meeting Date and Time

Wednesday, December 8 at 6:30 P.M.

6) Adjourn

Committee Co-Chair moved to adjourn at 7:35 P.M. Committee Member Liljegren seconded.

Respectfully Submitted,

Carrie Enea



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

www.ci.mequon.wi.us

Office of the City Administrator

FINANCE-PERSONNEL COMMITTEE

Tuesday, November 9, 2021

6:45 PM

North Conference Room

Minutes

1) Call to Order

Present:

Alderman Robert Strzelczyk
Alderman Jeffrey Hansher
Alderman Glenn Bushee
Mayor John Wirth

Also present: William Jones, City Administrator, Justin Schoenemann, Assistant City Administrator, Jennifer Engroff, Finance Director, Marie Keyser, Assistant to the Finance Director, Brian Sajdak, City Attorney, Ellen Roberts, Dana Investment Advisors, and Matt Slowinski, Dana Investment Advisors.

2) Approve Meeting Minutes

a. October 12, 2021 Finance-Personnel Meeting Minutes

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

MOVED BY: Alderman Strzelczyk

SECONDED BY: Alderman Bushee

AYES: Strzelczyk, Hansher, Bushee

3) Vouchers for Payment

a. October 2021 Voucher Approval List

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

MOVED BY: Alderman Strzelczyk

SECONDED BY: Alderman Hansher

AYES: Strzelczyk, Hansher, Bushee

4) Resolutions

a. **RESOLUTION 3889** A Resolution Approving a Development Agreement for The Woods at Highland Park Phase 2 Consisting of 10 Dwelling Units Located at the Corner of Green Bay Road and Woods Court

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

MOVED BY: Alderman Bushee
SECONDED BY: Alderman Strzelczyk

AYES: Strzelczyk, Hansher, Bushee

- b. **RESOLUTION 3890** A Resolution Approving the Allocation of \$37,217 in Federal American Rescue Plan Act Funds to Reimburse the Frank L. Weyenberg Library for Eligible Expenses and Revenue Loss Incurred During the COVID-19 Public Health Emergency

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

MOVED BY: Alderman Hansher
SECONDED BY: Alderman Strzelczyk

AYES: Strzelczyk, Hansher, Bushee

- c. **RESOLUTION 3891** A Resolution Approving Various Transfers within the City of Mequon's Capital Projects Fund in the Aggregate Amount of \$512,923

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

MOVED BY: Alderman Hansher
SECONDED BY: Alderman Strzelczyk

AYES: Strzelczyk, Hansher, Bushee

- d. **RESOLUTION 3893** A Resolution Adopting the 2022 Compensation Plan for Non-Represented Employees

Alderman Bushee stated the rate of inflation being over 4% is concerning as it relates to the compensation plan for non-represented employees.

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

MOVED BY: Alderman Bushee
SECONDED BY: Alderman Strzelczyk

AYES: Strzelczyk, Hansher, Bushee

- e. **RESOLUTION 3896** A Resolution Releasing a Stormwater Facilities Maintenance Easement for the Property Located at 11900 N. Port Washington Road

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

MOVED BY: Alderman Strzelczyk
SECONDED BY: Alderman Hansher

AYES: Strzelczyk, Hansher, Bushee

- f. **RESOLUTION 3897** A Resolution Approving a Collective Bargaining Agreement Between the City of Mequon and the Mequon Police Association for the Period January 1, 2022 - December 31, 2024

Assistant City Administrator Schoenemann gave a brief overview of the new agreement between the City of Mequon and Mequon Police Association. It is a three-year agreement with a few language changes such as changing wording from "patrolmen" to "patrol officer"

and an old reference to an old salary table. 2022 will show a 2.5% increase, 2023 will show a 2.5% increase and 2024 will show a 2.75% increase. There were no concessions.

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

MOVED BY: Alderman Bushee

SECONDED BY: Alderman Hansher

AYES: Strzelczyk, Hansher, Bushee
--

5) Information Items

a. 2021 YTD Investment Report as of 9/30/2021

Ellen Roberts and Matt Slowinski from Dana Investment Advisors were welcomed to the meeting just after the Committee approved the October meeting minutes. Ms. Roberts stated that Dana Investments has been managing the City's surplus funds since 2019. Total gain is over \$32,000 year to date (as of 09/30/2021). Mr. Slowinski explained the portfolios current position and what Dana is doing to maximize returns and anticipate where the market will be in the future months and years.

Mayor Wirth verified that the City is only allowed to invest in fixed income securities. The management fee the City is paying is 15 basis points.

b. 2021 Q3 YTD Budget (Unaudited)

Finance Director Engroff asked the Committee if they are receiving the information they would like to see from the quarterly budget reports and quarterly investment reports. Alderman Bushee asked if there are any areas that she sees of concern. Director Engroff stated a lot of revenues or expenditures are timing issues, however the investment income will not end the year anywhere close to budgeted.

Mayor Wirth asked if Dana Investment Advisors is performing better than the previous Investment Advisor.

c. Finance & Personnel Work Plan

6) Adjourn

Alderman Strzelczyk made a motion to adjourn at 7:22 p.m. seconded by Alderman Bushee. All voted in favor "aye."

Respectfully Submitted,

Marie Keyser

Assistant to the Finance Director



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2913
Fax: 262-242-1580

www.ci.mequon.wi.us

Water Utility
Taped and Televised

MEQUON MUNICIPAL WATER UTILITY COMMISSION

Thursday, October 28, 2021

6:30 PM

Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

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

Present:

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

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

2) Approval of Meeting Minutes

a. October 12, 2021 Minutes

RESULT: **Approved [Unanimous]**

MOVED BY: Commissioner Strzelczyk

SECONDED BY: Commissioner Nerbun

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

NOT PRESENT: Mayr

3) Action Item

Discussion and Action

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

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

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

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

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

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

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

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

MOVED BY: Commissioner Strzelczyk

SECONDED BY: Commissioner Parrish

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

c. Authorization of 2022 Water Meter Purchase

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

d. Water Connection Policy

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

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

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

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

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

Policy Items 3,4,5.

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

4) Adjourn

a. Motion to Adjourn at 7:22 PM.

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

Respectfully Submitted,

*Casey Deuster**Administrative Assistant*



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2904
Fax: 262-242-9655

www.ci.mequon.wi.us

Department of Community Development
Taped and Televised

PLANNING COMMISSION
Regular Meeting
Monday, November 22, 2021
6:00 PM
Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Present:

Alderman Robert Strzelczyk
Alternate Alderman Andrew Nerbun
Alternate Greg Bach
Commissioner Martin Choren
Commissioner Dan Gentges
Alternate Stephanie Hawley
Commissioner James Schaefer
Commissioner Rebecca Schaefer
Commissioner John Stoker
Commissioner Rick Lemke - **Absent**

Ald. Strzelczyk called the meeting to order at 6:00 p.m.

a) Approval of Minutes from October 28, 2021.

Action

Commissioner Stoker made a motion to approve the minutes from 10.28.21.

Commissioner Becky Schaefer seconded the motion.

A voice vote was taken; vote passed (8-0)

RESULT:	APPROVED [8 TO 0]
MOVER:	John Stoker, Commissioner
SECONDER:	Rebecca Schaefer, Commissioner
AYES:	Strzelczyk, Nerbun, Choren, Gentges, Hawley, J. Schaefer, R. Schaefer, Stoker
ABSENT:	Lemke, Wirth

Attachment: PC minutes 11.22.21_FINAL (6936 : Planning Commission meeting minutes of November 22, 2021)

2) Public Hearing

- a) North Shore Bank. The applicant is seeking conditional use grant extension approval for the previously approved bank building with a rear drive-through for the property located at 11319 N. Port Washington Road. This was previously approved in October 2020.

Action

Commissioner Choren made a motion to open a public hearing.

Commissioner Stoker seconded the motion.

A voice vote was taken; vote passed (8-0)

No public comment.

Action

Commissioner Stoker made a motion to close the public hearing.

Commissioner Hawley seconded the motion.

A voice vote was taken; vote passed (8-0)

Planner Vang stated that this item was approved for a conditional use grant (CUG) for the project on Port Washington Road on October 26, 2020. CUG's require the project to either obtain building permits or for the use to commence on the site no later than one year of the date of approval. The applicant has made progress and is working on obtaining building permits, they have not yet been obtained and it is past the year deadline. The approval requested is an extension of the CUG along with the requirement to obtain permits within a year or commence use on the site. Staff recommends approval of the extension of the CUG based on all previously approved conditions from last October.

The applicant, David Kane from North Shore Bank, stated that no issues have arisen that would prevent building, the delay is due to the process (labor shortage, construction delays) taking additional time. They plan to demo the existing building in the next few weeks.

Action

Commissioner Choren made a motion to approve the extension of the CUG.

Commissioner Hawley seconded the motion.

A roll call vote was taken; vote passed (8-0)

RESULT:	APPROVED [8 TO 0]
MOVER:	Martin Choren, Commissioner
SECONDER:	Stephanie Hawley, Alternate
AYES:	Strzelczyk, Nerbun, Choren, Gentges, Hawley, J. Schaefer, R. Schaefer, Stoker
ABSENT:	Lemke, Wirth

3) Regular Business

- a) Applied Buildings, LLC. The applicant is seeking building and site plan and fill approval for a proposed 36,843 sq. ft. multi-tenant office/warehouse building and certified survey map approval to allow for a 3-lot land division for the property located a 5715 W. Donges Bay Road.

Planner Vang stated this proposal is for a multi-tenant building for a new location for HVA Products, which is currently located on Baehr Road, and Specialty Software Group with shell space for future expansion and/or tenant improvement. The request for the building and site plan approval is for Lot 1 of the CSM. The proposal does meet all the requirements of the B-5 zoning district except for the parking requirement. The applicant has indicated that the two tenants will have a total of 16 employees. Based upon the parking code, staff calculated the parking requirement for an office use of 87 stalls plus additional stalls if an additional user goes into the spec spaces. The two known tenants will occupy Suite B (1st floor and 2nd floor) and Suite A is currently spec.

The parking stall requirement is based on office use which requires 1 stall per 200 sq. ft. of gross leasable space. This space totals approximately 17,000 sq. ft. of office use for these two tenants, which significantly increased the parking count. However, based on the number of employees indicated by the applicant, staff believes this is sufficient parking for the site and there is potential for additional parking lot expansion in the future if required.

Ms. Vang showed plans for the space which were not included in the packet as they are not yet final. The first floor will have offices and a conference room, and the second floor is communal community space. Staff considered the number of 16 total employees when determining the parking count and believes it will be sufficient for this site.

A lighting plan was submitted which meets all the code requirements as well as a landscaping plan which was reviewed by the landscape consultant. Staff included an additional requirement to add additional screening along the south property line. The landscape plan overall is well done, and the stormwater pond is screened from the building. However, staff is recommending additional canopy trees along the south property line. Staff is supportive of the building and site plan, the 3-lot CSM and the fill permit for fill over 1,000 C.Y. Staff believes this is a great project and will be a welcome addition to the industrial park, subject to the conditions in the staff report.

The applicant was represented by the architect, Stephen Smith, and the owner, Kris Mehta. Mr. Smith commented that due to the low number of employees, they prefer the green space to unnecessary parking lot surface. Regarding the additional landscape requirement, their plan is to possibly have back-to-back buildings, one facing the pond. They are agreeable to adding some landscaping, but they do not want to screen the pond from the front of a potential building.

Staff responded that it does not need to be heavily landscaped but are recommending a scattering of trees in that location along the south property land (condition #4).

The Commission provided feedback that the architecture and the details are very well done. The applicant explained that the building will have a white cement with a high-end finish. The intent

is to have a more modern looking building with more glass added and a higher end precast than is typically used.

It was discussed that most of Lot 3 is wetland, but it does have buildable area and the applicant will work with the DNR in the future.

It was requested by the Commission that staff view the building materials prior to final approvals.

The potential additional parking area was discussed. On the southern side of the building there is a large green space that could be reclaimed for parking if needed; it is 60-feet out from the building. A row of cars, either single or double loaded could be added there. There is the capability to add parking if needed.

Staff answered a question from the Commission regarding parking and stated that the Commission has the authority per the code language to approve changes to the parking requirements. This has previously been granted in the industrial park when office uses are proposed instead of manufacturing use.

Action

Commissioner Stoker made a motion to approve per the conditions in the staff report.
Commissioner Hawley seconded the motion.

Commissioner Choren mad a friendly amendment that staff work with the applicant to approval building materials.

The amendment was accepted.

A roll call vote was taken; vote passed (8-0)

RESULT:	APPROVED WITH CONDITIONS [8 TO 0]
MOVER:	John Stoker, Commissioner
SECONDER:	Stephanie Hawley, Alternate
AYES:	Strzelczyk, Choren, Gentges, Goldberger, Hawley, J. Schaefer, Nerbun, R. Schaefer, Stoker,
ABSENT:	Lemke, Wirth

- b) The Green at Mequon. The applicant is seeking concept plan approval and rezoning recommendation approval from R-3/OA (Residential 1-acre, Agricultural Overlay) zoning to R-3/PUD (Planned Unit Development) zoning and for a proposed 7-lot subdivision for the property located at the southwest corner of Freistadt Road and Villa Grove Road.

Asst. Dir. Zader stated that staff and the applicant have been working on the concept plan over the past few months. The property is currently zoned R-3 (1-acre zoning) with a substantial portion of the south end being wetland. The request is for a conservation type subdivision based on a yield of 7 lots. There would be a private road access off Villa Grove Road with lots

surrounding the private road.

The City Forester walked the site and found a substantial amount of specimen trees and he had the applicant go back and GPS them. Staff supports the removal of the two white pines on Lot 4 but not the removal of any other specimen trees on the proposed lots. Additionally, a tree preservation easement is recommended for large arborvitaes along the west property line in the setback of Lot 4. The hickories located on Lot 6 near the proposed storm water pond shall remain as is which will require modification of the stormwater management pond. The three black walnut trees may impact the building pad on Lot 1. Any request for removal of a specimen tree will be at the same time as the preliminary plat. Staff wanted to ensure that the Commission knew about the ramifications of approving the concept plan.

Staff recommends Lots 5 & 6 move the wetlands off the private lots which requires an adjustment to the proposed concept plan. Also recommended is a tree preservation agreement to have consistent treatment of the area along Freistadt Road (back of the yards) so that there is a wholistic approach to the landscape buffer.

Staff recommends approval based on the conditions listed in the staff report.

The applicant, Mike Perlewitz, stated he is agreeable to the conditions in the report.

There was a question from the Commission regarding the stormwater management pond being located on private lots. Staff explained this is not typical, although it is allowed, but due to the number of wetlands on the property it is difficult to find a place for the ponds. Staff will continue to work with the applicant regarding placement of the ponds. The outlot is mostly all wetland, floodway and floodplain.

The yield plan shows 7 lots are allowed and can be developed even if the PUD is not approved. It is strongly encouraged that the private driveways do not have Freistadt Road access.

There was a recommendation from the Commission that part of an approval should include the requirement that the property lines do not extend all the way to the floodplain or wetlands.

It was discussed that an association would need to be created that would be responsible for the ponds and the fiscal responsibility of their maintenance. This would be included in the development agreement that would be reviewed for approval by the Commission at the time of the preliminary plat.

Asst. City Eng., Cole McGraw, stated that the two north most ponds are for storm water quantity and will most likely be dry ponds. The south pond shown in the floodplain would most likely be wet pond or bio-retention for water quality.

There was discussion about whether the proposed building pad size is a realistic size due to the presence of specimen trees on some of the lots. Staff explained that setbacks will also be a factor in determining allowable building space. Once a plat is approved setback waivers will not be granted.

Public Feedback

Wendy Porterfield – 3245 Oak Shore Lane – stated that the area where the road is proposed on Villa Grove Road is often flooded. She is also concerned about the fill. She stated there is a lot of boat launching and foot traffic in that area.

Sean Forcien – 3811 W. Freistadt – he has a question regarding the amount of fill requested. He does not agree with the rezoning as there are not properties under 1-acre near this area.

Asst. Dir. Zader stated that Villa de Parc is in the area and has smaller lot sizes; some sewer-lots are as small as ¼ -acre.

Jean Johnson – 3330 W. Freistadt Road – stated that she is the closest neighbor to the east. Villa Grove Road is heavily used for river users and walkers. She feels the density of the 7-lots will negatively impact this road.

Ald. Nerbun stated that it is important to distinguish between lot size and density. It is legally permissible for the developer to build 7 homes on these lots without any changes to the current zoning. The advantage of a conservation subdivision is that the lots will be kept off the floodplain and off the wetland and other conditions can be required.

Action

Ald. Nerbun made a motion to make an amendment to condition #2 to include the floodplain. Commissioner Stoker seconded the motion.
A roll call vote was taken; vote passed (8-0)

Action

Commissioner Stoker made a motion to approve the item per staff conditions and the amendment. Commissioner Hawley seconded the motion.
A roll call vote was taken; vote passed (6-2)(No: Becky Schaefer, Ald. Strzelczyk)

RESULT:	APPROVED WITH CONDITIONS [6 TO 2]
MOVER:	John Stoker, Commissioner
SECONDER:	Stephanie Hawley, Alternate
AYES:	Nerbun, Choren, Gentges, Hawley, J. Schaefer, Stoker
NAYS:	Strzelczyk, R. Schaefer
ABSENT:	Wirth, Lemke

4) Announcements

Staff stated that item 3(c) was cancelled due to a timing restriction, but the Commission can make a motion to bring back the item for a reconsideration in December.

Action

Commissioner Stoker made a motion to put the item on the December agenda for reconsideration.

Commissioner Hawley seconded the motion.

A voice vote was taken; vote passed (8-0)

The next meeting is Monday, December 13, 2021, at 6:00 p.m.

5) Adjourn**Action**

Commissioner Stoker made a motion to adjourn the meeting.

Ald. Nerbun seconded the motion.

A voice vote was taken; vote passed (8-0)

The meeting concluded at 7:03 p.m.

Respectfully Submitted,

Jac Zader



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-8145
Fax: 262-242-9655

www.ci.mequon.wi.us

Public Works Department

PUBLIC WORKS COMMITTEE
Tuesday, October 12, 2021
7:15 PM
South Conference Room

Minutes

- 1) Call to Order, Roll Call
Chair Mayr called the meeting to order at 7:15 PM.

Present:

Chair Dale Mayr
Alderman Andrew Nerbun
Alderman Brian Parrish

Also Present were Director of Public Works/City Engineer Lundeen, and Administrative Assistant Deuster.

- 2) Approval of Minutes

a. September 14, 2021 Minutes

RESULT: **Approved [Unanimous]**

MOVED BY: Alderman Nerbun

SECONDED BY: Alderman Parrish

AYES: Mayr, Nerbun, Parrish

- 3) Resolutions

Action requested: review and recommend approval

- a. **RESOLUTION 3886** A Resolution in Support of an All-Way Stop at the Intersection of Wasaukee and Freistadt Roads

Chair Mayr stated he received several calls of support for the All-Way Stop at Wasaukee Road and Freistadt Road.

Alderman Parrish inquired on the enforcement that would be in place.

Director of Public Works/City Engineer Lundeen stated the police department is also in support and it would be a shared jurisdiction for enforcement.

RESULT: **Approved [Unanimous]**

MOVED BY: Alderman Parrish

SECONDED BY: Alderman Nerbun

AYES: Mayr, Nerbun, Parrish

4) Discussion Items

a. 2021 Work Plan (10.12.21)

Director of Public Works/City Engineer Lundeen provided an update on the 2021 Work Plan.

5) Adjourn

a. Motion to Adjourn at 7:25 PM.

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

MOVED BY: Alderman Parrish

SECONDED BY: Alderman Nerbun

AYES: Mayr, Nerbun, Parrish

Respectfully Submitted,

Casey Deuster
Administrative Assistant



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

www.ci.mequon.wi.us

Public Works/Engineering
Taped and Televised

SEWER UTILITY DISTRICT COMMISSION

Tuesday, November 9, 2021

7:30 PM

Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Commissioner Wirth called the meeting to order at 7:30PM.

Present:

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

Also present were City Administrator Jones, City Attorney Sajdak, Director of Public Works/City Engineer Lundeen, Deputy Director of Utilities Driscoll, and Administrative Assistant Deuster.

2) Approval of Meeting Minutes

a. October 28, 2021 Minutes

RESULT: **Approved [Unanimous]**

MOVED BY: Commissioner Strzelczyk

SECONDED BY: Commissioner Nerbun

AYES:	Wirth, Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun
--------------	---

3) Ordinances

Action requested: review and recommend approval

- a. **ORDINANCE 2021-1613** An Ordinance Appropriating the Necessary Funds from the City of Mequon's Sewer Utility District for the Year 2022 for Capital Charge Payments to the Milwaukee Metropolitan Sewerage District (MMSD) and City of Mequon Capital Debt Service Requirements

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

MOVED BY: Commissioner Schneider

SECONDED BY: Commissioner Nerbun

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

4) Adjourn

- a. Motion to Adjourn 7:31 PM.

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

MOVED BY: Commissioner Parrish

SECONDED BY: Commissioner Mayr

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

Respectfully Submitted,

Casey Deuster
Administrative Assistant



11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262-242-2530
Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Fire/Ambulance

TO: Common Council
FROM: David Bialk, Fire Chief
DATE: December 6, 2021
SUBJECT: ORDINANCE 2021-1615 An Ordinance Amending Chapter 2 of the Mequon Municipal Code, Relating to Paid Time Off (PTO) Benefits for Fire Department Battalion Chiefs

Background

When three Fire Department Battalion Chiefs (BC) positions were authorized in the 2021 budget, one item not addressed in the Personnel Handbook was paid holidays and paid time off benefits. This memo and attached ordinance are intended to memorialize such benefits for Battalion Chiefs in Sections 2-215 and 2-216 of the City of Mequon's Personnel Code.

Analysis

The unique schedule the Battalion Chiefs follow is what is commonly referred to as a "firefighter schedule". The BC's work 48 hours on and 96 hours off or 2,912 hours in a year, as opposed to a 40 hour-a-week employee who works 2,080 hours a year. The option to grant holidays off to Battalion Chiefs in lieu of paying Holiday Pay saves the City money. In addition, Battalion Chiefs receive PTO days about one-third more than other employees covered in the Handbook, due to working a third more hours in a year.

Fiscal Impact

The financial impact of not paying BC's Holiday Pay is about \$13,000 a year, which is already accounted for as part of the budget. When a BC utilizes PTO, either the Chief or Deputy Chief cover the shift, and thus there is no additional fiscal impact.

Recommendation

On December 14, 2021, the Finance-Personnel Committee recommended adoption of the proposed ordinance amendments by a vote of 3-0.

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2021-1615

An Ordinance Amending Chapter 2 of the Mequon Municipal Code, Relating to Paid Time Off (PTO) Benefits for Fire Department Battalion Chiefs

RECITALS

A. The Common Council previously adopted Sections 2-215 and 2-216 of the Mequon Municipal Code, which establish certain rules for paid holidays and paid-time-off for non-represented employees.

B. In 2021, the City of Mequon established the position of Battalion Chief within the Mequon Fire Department, which does not follow the standard full-time 40-hour/week schedule in which the paid holiday and paid-time off rules are designed to govern.

C. The Common Council therefore desires to amend those rules to provide for paid holidays and paid-time off for Battalion Chief positions fitting the position's standard schedule and providing market-competitive time off benefits for Battalion Chiefs.

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

SECTION I

Section 2-215(5) is created to read as follows (NOTE: Added text is double-underlined; Deleted text is ~~struck through~~):

In lieu of the above, Fire Battalion Chiefs will be granted time off with pay for the U.S. Holidays that are identified in sub. (1) when the holiday falls on a scheduled shift. No "make up" holiday time shall be granted when a holiday falls on a scheduled off day. The floating holiday does not apply to Battalion Chiefs.

SECTION II

Section 2-216(3) is amended to read as follows (NOTE: Added text is double-underlined; Deleted text is ~~struck through~~):

(3) Paid time off eligibility.

(a) Regular, full-time employees are eligible for the following paid time off benefits:

A proportional percentage of ~~18~~eighteen workdays based upon the

date of hire in the first calendar year of service.

Eighteen workdays after one year of service.

Twenty-three workdays after seven years of service.

Twenty-eight workdays after ~~13~~thirteen years of service.

(b) Fire Battalion Chiefs are eligible for the following paid time off benefits:

A proportional percentage of fifteen workdays based upon the date of hire in the first calendar year of service.

Seventeen workdays after two years of service.

Nineteen workdays after four years of service.

Twenty-three workdays after six years of service.

SECTION III

Section 2-216(10) is amended to read as follows (NOTE: Added text is double-underlined; Deleted text is ~~struck through~~):

- (10) Employees will be allowed to carry over a maximum of 40 hours of paid time off from one fiscal year to the next. Fire Battalion Chiefs will be allowed to carry over a maximum of 48 hours of paid time off from one fiscal year to the next.

SECTION IV

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 V

All ordinances and parts of ordinances in contravention to 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: _____



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: Common Council
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:

Deleted: to the edge of the street

(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.

Deleted: the

Deleted: 5

(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

Deleted: the State of Wisconsin or its subdivisions (other than the city), Ozaukee County, Mequon Area Technical College or the Mequon-Thiensville School District

Deleted: except for street reserved areas owned by such entities

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.

Deleted: two

- (2) The city's electronic message sign is in the free area. The electronic message sign shall be subject to the following regulations:
- The electronic message sign shall be turned off from 11:00 p.m. until 5:30 a.m.
 - No commercial messages or commercial advertising may be displayed on the electronic message sign.
 - 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.
 - 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.
 - 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:
- All ground signs shall be removed during those hours that the electronic message board is turned off pursuant to the requirement set forth above.
 - No commercial messages or commercial advertising may be displayed on any sign in the free area.
 - 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.
 - Only one of any sign may be installed in the free area.
 - No sign in the free area may have an area greater than ~~27~~ square feet (the area of the electronic message sign).
 - No sign in the free area may have a height greater than seven feet (the height of the electronic message sign).

Deleted: 63

(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

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:

Deleted: to the edge of the street

(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.

Deleted: the

Deleted: 5

(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.

Formatted: Indent: Left: 1.5", Hanging: 0.5"

Deleted: ¶

b.→ The free area regulated under subsection (g

Deleted: c

Deleted: the State of Wisconsin or its subdivisions (other than the city), Ozaukee County, Mequon Area Technical College or the Mequon-Thiensville School District

Deleted: except for street reserved areas owned by such entities

Deleted: d

Formatted: Indent: Left: 1.5", Hanging: 0.5", No bullets or numbering

Formatted: List Paragraph, Left, Right: 0", No bullets or numbering

- 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

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.



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-242-2530
Fax: 262-242-5042

www.ci.mequon.wi.us

Office of Fire/Ambulance

TO: Common Council
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 CLAUSE19

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

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

The voluntary authorization shall include the following statement:

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

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

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

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

Section 5.05: Hold Harmless: The Employer shall not be liable to the Association, employee or any party by reason of the requirements of this Agreement for the remittance or payment of any 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.

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

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

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

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

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

ARTICLE IX – TRAINING

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

ARTICLE X – BARGAINING UNIT EMPLOYEE RESPONSIBILITY

Section 10.01: Certification Maintenance: Employees shall maintain all basic certifications and 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.

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

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

7 **ARTICLE XVIII – ASSOCIATION ACTIVITY**

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

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

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

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

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

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

24 **Section 18.04: Association Representatives:** The Association agrees to conduct its business off
25 the job as much as possible. Employees elected or appointed to represent the Association shall be
26 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: Common Council
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:

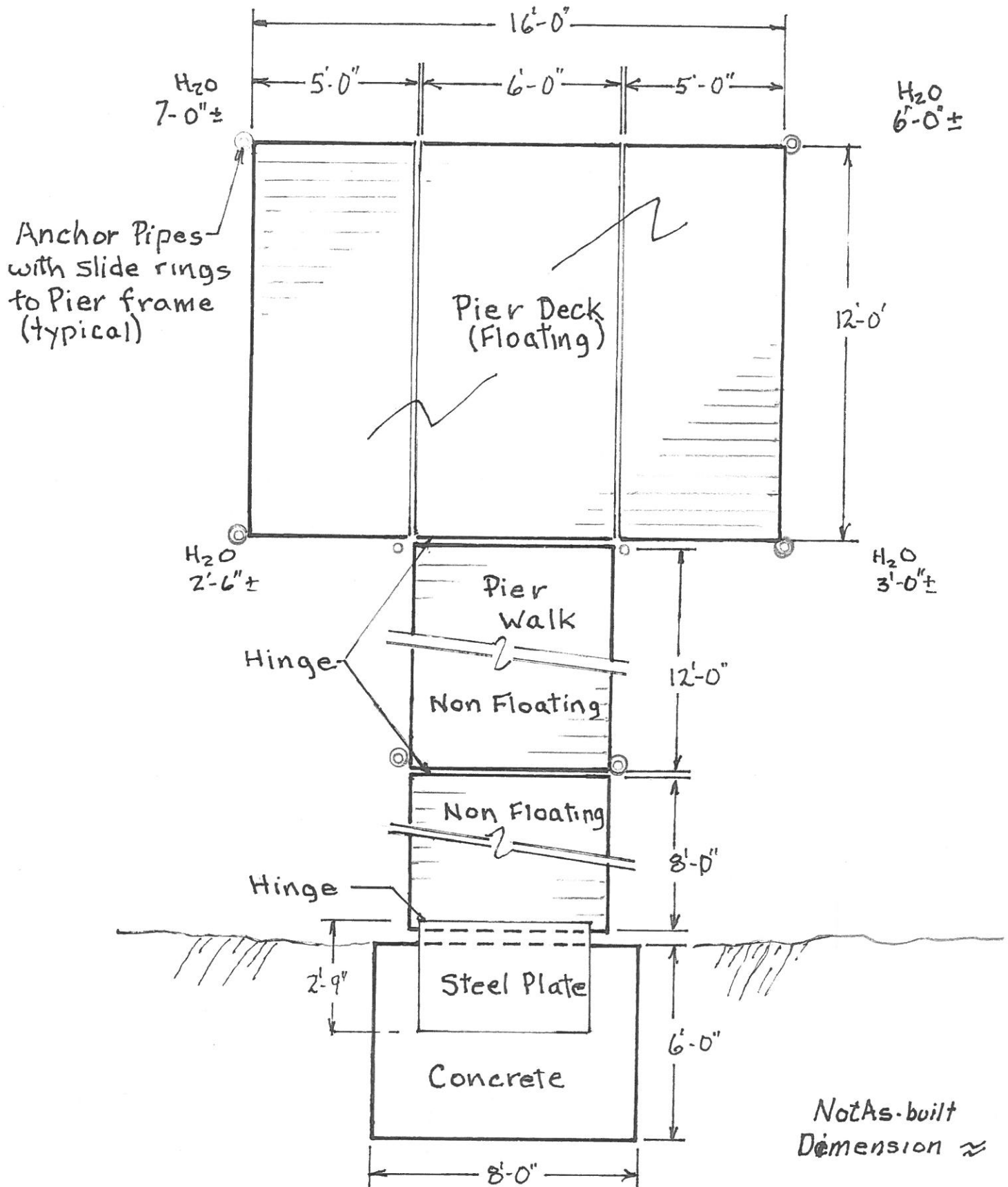
Remove entire existing pier and walk. Existing concrete pad at shoreline shall remain.

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





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.comwww.summersetmarine.com**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

ALL SEASONS PIER

PO #

1005

the estimate and the terms.

Signature _____ Date _____

Estimate**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

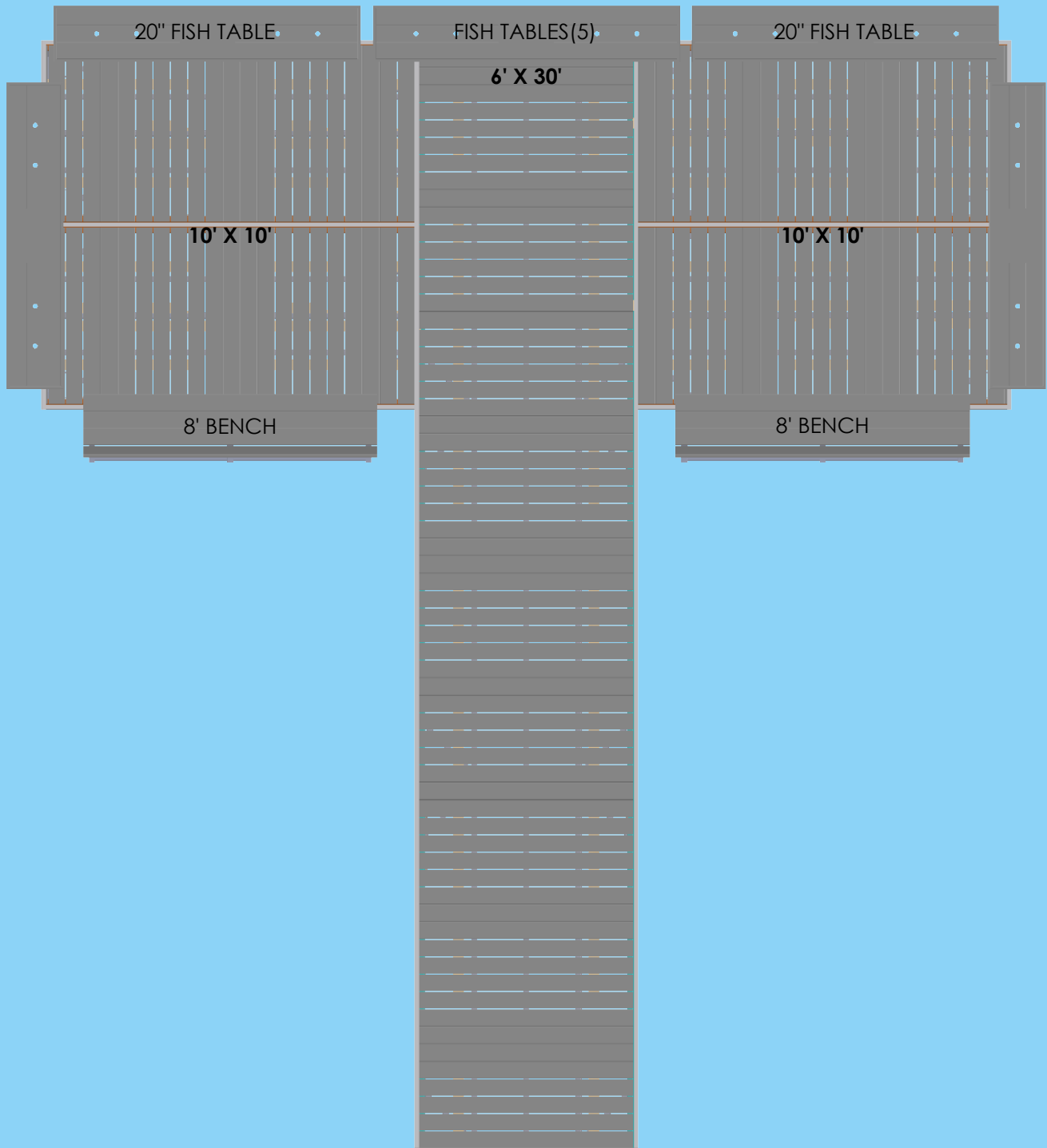
CUSTOMER APPROVAL

Lake

CUSTOMER SIGNATURE: _____

9.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

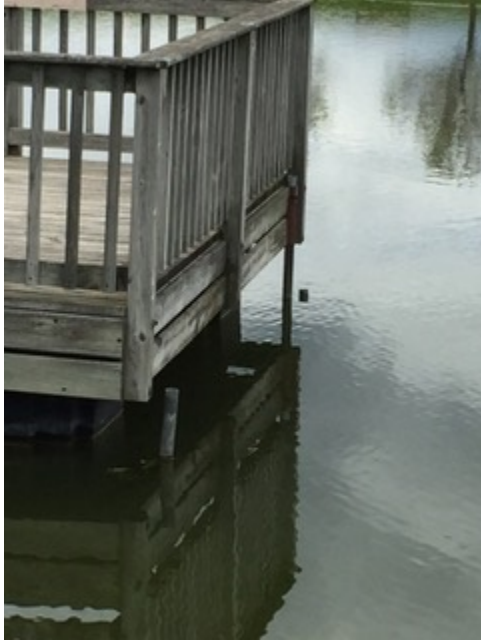


Packet Pg. 123





Current Images of Rotary Parks Fishing Pier





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

www.ci.mequon.wi.us

Office of Sewer Utility District Commission

TO: Common Council
FROM: Kevin Driscoll, Deputy Director of Utilities
DATE: January 3, 2022
SUBJECT: RESOLUTION 3911 A Resolution Approving Award of a Consulting Agreement for Revising the Sanitary Sewer Utility's Hydraulic Model and Preparing Cost Estimates for Improvements to the East Trunk System North of Mequon Road to Brown and Caldwell, Milwaukee, Wisconsin in the Amount of \$213,063

Background

On April 10, 2018, the Sewer Utility District Commission authorized a contract to construct the East Trunk relief sewer south of Mequon Road to address system capacity and wet weather flow management. This work included a 2-mile relief sewer that was completed under budget and ahead of schedule. This construction has been successful as no sanitary overflows have occurred in this area following project completion. The engineering efforts to model and design that part of Mequon's system can also be considered a success, where those efforts were focused on the area south of Mequon Road (STH 167), connected to the metropolitan interceptor owned by the Milwaukee Metropolitan Sewerage District near County Line Road. The 2022 Sewer Utility Budget included an item to complete additional hydraulic modeling efforts for the East Trunk System north of Mequon Road (STH 167), and this area includes the Ranch Road Lift Station E area. Attached is a map (Exhibit A) that depicts the East Trunk Sewer area, which encompasses more than 3,700 acres, or nearly six square miles, north of Mequon Road.

Analysis

Requests for Proposals were transmitted to consultants with experience and qualifications to complete this specialized type of work. Staff received 5 proposals to prepare a model this winter, evaluate alternatives in Summer 2022 and prepare capital improvement conceptual design estimates by Fall 2022.

Firm(s)	Hours	Fees
Brown and Caldwell	1,407	\$202,917
S.E.H.	1,713	\$219,920
AECOM	1,454	\$228,200
Applied Technologies-RJN	1,724	\$254,480
AE2S	1,526	\$270,744

City staff checked references and Brown and Caldwell is highly recommended for this type of modeling work by the Racine Water and Wastewater Utilities, Madison Metropolitan Sewerage District, and Milwaukee Metropolitan Sewerage District. In addition, Brown and Caldwell staff,

while at a previous firm, also worked on the modeling efforts and design alternatives for the East Trunk System in Mequon.

The schedule for this work allows for recommendations to be included in the 2023 budget for capital improvements. This work includes modeling the replacement of the Ranch Road Lift Station “E”, and capacity improvements to Fieldwood Drive Lift Station “G” and Riverdale Park Lift Station “F”. Staff anticipates presenting these report findings to address eventual financing of these anticipated improvements.

In 2011, a hydraulic model and report were delivered by a consultant to the City as the basis for capital improvement projects. This report included recommendations supporting construction of the East Trunk Relief Sewer (completed in 2019), replacement of Parkview Drive Lift Station A along Mequon Road (completed in 2014), and the sanitary flow equalization in Cedarburg Road at Donges Bay Road that is scheduled for later this year during road reconstruction (2022). In 2019, staff installed additional flow meters in the sanitary collection system, and that data will be used to update and revise the hydraulic model as part of the evaluation for capital improvements to address system capacity and wet weather flow management.

Fiscal Impact

The 2022 Budget for this effort was estimated at \$200,000. An additional 5% contingency to the proposed amount of \$202,917, is \$10,145, and that results in a revised total to \$213,063. The Sewer Utility has adequate funds available in capital account 610669-740002 to completely finance this work.

Recommendation

It is staff’s recommendation that the Sewer Utility District Commission favorably endorse and the Common Council authorize a contract to Brown and Caldwell of Milwaukee, Wisconsin in the amount of \$213,063 to update hydraulic modeling efforts, evaluate alternatives for additional capacity and wet weather management of the East Trunk system with a focus north of Mequon Road, and provide a report with capital improvement recommendations.

Attachments:

Exhibit A - Map (PDF)

Exhibit B - Agreement (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3911

A Resolution Approving Award of a Consulting Agreement for Revising the Sanitary Sewer Utility's Hydraulic Model and Preparing Cost Estimates for Improvements to the East Trunk System North of Mequon Road to Brown and Caldwell, Milwaukee, Wisconsin in the Amount of \$213,063

RECITALS

A. In 2011, a Sanitary Sewer System Evaluation and report with a hydraulic model were delivered by a consultant to the City as the basis for capital improvement projects, and these recommendations were completed or programmed for implementation.

B. On April 10, 2018, the Sewer Utility District Commission authorized a contract to construct the East Trunk Relief Sewer south of Mequon Road to address system capacity and wet weather flow management.

C. In November 2021, the 2022 Sewer Utility Budget was approved and included an item to complete additional hydraulic modeling efforts for the East Trunk System north of Mequon Road, and this area includes the Ranch Road Lift Station E area.

D. In November 2021, staff requested proposals from qualified consultants to revise the City's model, with additional flow meter data collected since 2019, and prepare a recommendations report for the 2023 Sewer Utility budget.

E. On December 30, 2021, staff received and evaluated proposals from consultants to revise the sanitary hydraulic model contract and prepare capital improvement recommendations, and City staff recommends that a contract in the amount of \$213,063, be awarded to Brown and Caldwell of Milwaukee, Wisconsin to update the City's Sanitary System Hydraulic Model and Prepare Cost Estimates for Improvements.

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

1. The Contract for Consultant Services to update the Revise the Sewer Utility's Sanitary Hydraulic Model and Prepare Cost Estimates for Improvements to the East Trunk System north of Mequon Road is awarded to Brown and Caldwell of Milwaukee, Wisconsin, in an amount not-to-exceed \$213,063, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

Approved by: John Wirth, Mayor

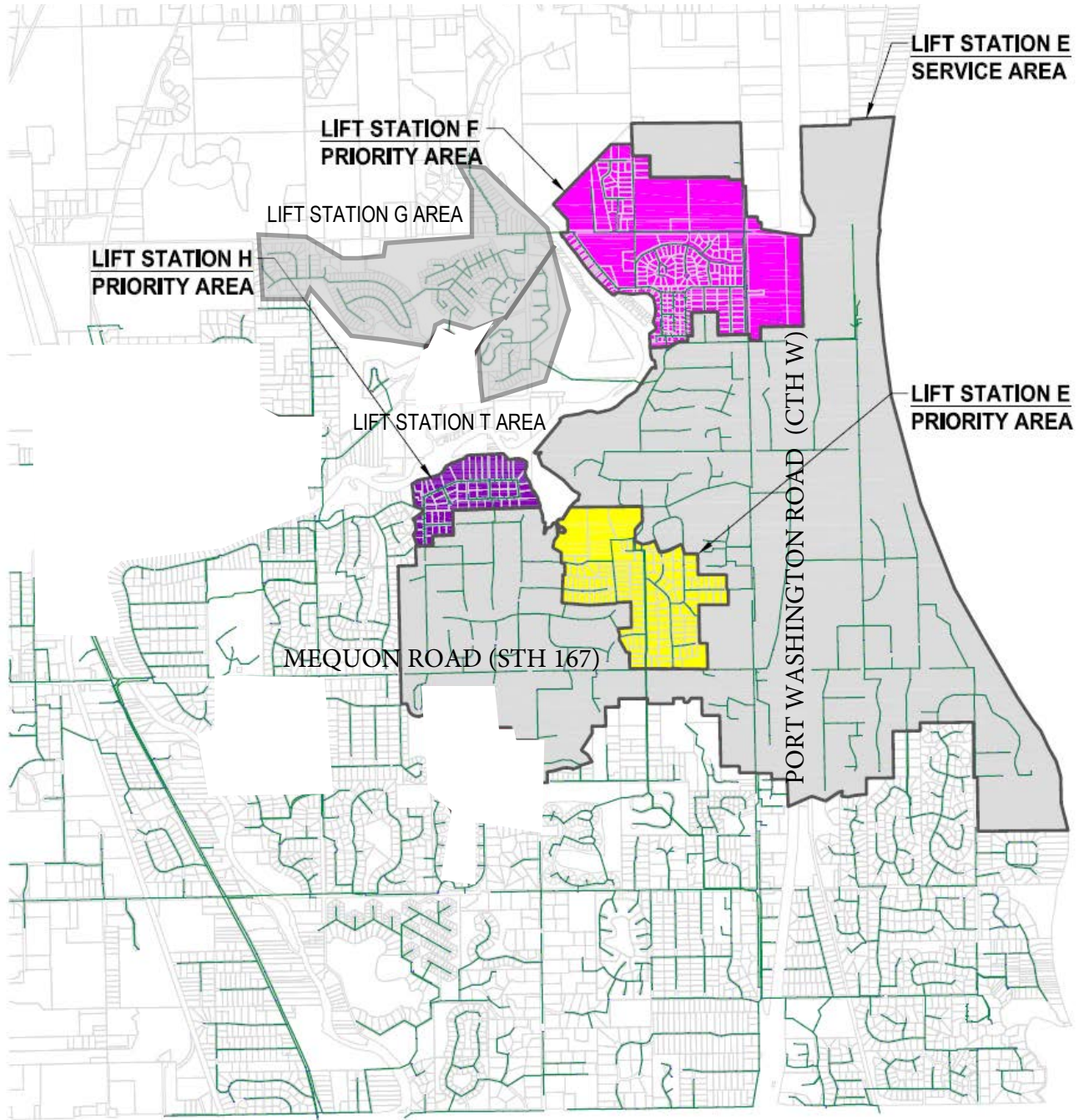
Date Approved: January 11, 2022

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

Exhibit A

**East Trunk Sanitary Sewer Service Lift Station Areas
north of Mequon Road
including Lift Stations E, F, G, H & T**



Prism Project _____

AGREEMENT FOR CONSULTING SERVICES
 BETWEEN CITY OF MEQUON
 AND BROWN AND CALDWELL FOR
PROJECT #3744-22: SANITARY SEWER SYSTEM HYDRAULIC MODEL WITH
 RECOMMENDATIONS REPORT THAT INCLUDES COST ESTIMATES FOR CAPITAL
 IMPROVEMENTS

THIS AGREEMENT is made and entered into on this 12th day of January, 2022 by and between the City of Mequon, hereinafter referred to as "Client," and Brown and Caldwell, a California corporation, its affiliates and subsidiaries, hereinafter referred to as "Consultant."

RECITALS:

WHEREAS, Client is authorized to and desires to retain Consultant for Project #3744-22: Prepare Sanitary Sewer System Hydraulic Model with Recommendations Report that includes Cost Estimates for Capital Improvements;

WHEREAS, Consultant has available and offers to provide personnel and facilities necessary to perform the desired services within the required time; and

WHEREAS, Client desires to retain Consultant to perform the services in the manner, at the time, and for the compensation set forth herein;

NOW, THEREFORE, Client and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

Client and Consultant agree that Project is as described in Exhibit A, entitled "Description of Project," dated January 4, 2022. If, during the course of Project, Client and Consultant agree to changes in Project, such changes shall be incorporated in this Agreement by written amendment.

II. SCOPE OF CONSULTANT SERVICES

Consultant agrees to perform those services described hereafter. Unless modified in writing by both parties, duties of Consultant shall not be construed to exceed those services specifically set forth herein.

A. Basic Services

Consultant agrees to perform those basic services described in Exhibit B entitled "Scope of Services," dated January 4, 2022 (the "Services"). Any tasks not specifically described in Exhibit B are Additional Services.

[For California Public Works construction projects only: If BC will review deep trenching plans, then add the following to either Exhibit B or the body of the agreement (check local laws in other states for similar requirements):]

Review of Trenching Plans. Pursuant to Section 6705 of the California Labor Code, Client delegates its authority to review trenching plans submitted by contractor. Client agrees that for the purpose of performing these services, Consultant shall be an agent of Client, entitled to all rights of defense and indemnification provided by law and statute, including but not limited to, those rights contained in the California Government Code.

B. Additional Services

Client shall pay Consultant all fees and costs incurred in performing Additional Services provided the services were either (a) authorized by Client, or (b) required to be performed due to emergency conditions at the project site. Client will be deemed to have authorized the Additional Services if Consultant provides Client with notification that the Additional Services will be performed and Client does not object within five (5) working days after notification. Unless otherwise agreed in writing, Additional Services shall be performed in accordance with Consultant's standard billing rates at the time the Additional Services are performed.

C. Litigation Assistance

Unless specifically stated therein, the Scope of Services does not include assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Client. All such services required or requested of the Consultant by Client or any third party (except claims between Client and Consultant) will be reimbursed at Consultant's applicable rates for such litigation services.

D. Document Productions

In the event Brown and Caldwell is requested pursuant to subpoena or other legal process to produce its documents or any other information relating to Brown and Caldwell's services under this agreement in judicial or administrative proceedings to which Brown and Caldwell is not a party, Client shall reimburse Brown and Caldwell at standard billing rates for its time and expenses incurred in responding to such requests.

III. RESPONSIBILITIES OF CLIENT

In addition to payment for the Services performed under this Agreement, Client shall:

1. Assist and cooperate with Consultant in any manner necessary and within its ability to facilitate Consultant's performance under this Agreement.
2. Designate in writing a person to act as Client's representative with respect to this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Client's policies, make decisions and execute documents on Client's behalf.

3. Furnish Consultant with all technical data in Client's possession including, but not limited to, maps, surveys, drawings, soils or geotechnical reports, and any other information required by, or useful to, Consultant in performance of its Services under this Agreement. Consultant shall be entitled to rely upon the information supplied by Client.
4. Notify Consultant of any known or potential health or safety hazards existing at or near the project site.
5. Provide access to and/or obtain permission for Consultant to enter upon all property, whether or not owned by Client, as required to perform and complete the Services.
6. If Consultant's scope of work includes services during construction, Client will require the construction contractor to indemnify and hold harmless Consultant, its officers, employees, agents, and consultants against claims, suits, demands, liabilities, losses, damages, and costs, including reasonable attorneys' fees and all other costs of defense, arising out of the performance of the work of the contractor, breach of contract, or willful misconduct of the contractor or its subcontractors, employees, and agents.

Client will require the contractor to name Consultant, its directors, officers and employees as additional insureds on the contractor's general liability insurance and/or Owner's and Contractor's Protective policy (OCP), and any builder's risk, or other property insurance purchased by Client or the contractor to protect work in progress or any materials, supplies, or equipment purchased for installation therein.

Client will furnish contractor's certificates of insurance evidencing that Consultant, its officers, employees, agents, and consultants are named as additional insureds on contractor's general liability and property insurance applicable to the Project. Contractor's policies shall be primary and any such insurance carried by the Consultant shall be excess and noncontributory. The certificates shall provide that Consultant be given 30 days' written notice prior to any cancellation thereof.

IV. AMERICANS WITH DISABILITIES ACT

Any other provision of this Agreement to the contrary notwithstanding, unless otherwise specified in the Scope of Services, Client shall have sole responsibility as between Client and Consultant for compliance with the Americans With Disabilities Act ("ADA") 42 U.S.C. 12101 et. Seq. and the related regulations.

V. AUTHORIZATION AND COMPLETION

In signing this Agreement, Client grants Consultant specific authorization to proceed with work specified in Exhibit B. The estimated time for completion is within 365 calendar days of the date Consultant receives authorization to proceed with the work from Client. Consultant shall use its best efforts to perform the work specified in Exhibit B within the estimated time.

VI. COMPENSATION

A. Amount

For the Services described in Exhibit B, Client agrees to pay, and Consultant agrees to accept compensation in accordance with Exhibit C. Where Consultant has provided Client with a breakdown of the total compensation into subtasks, such breakdowns are estimates only. Consultant may reallocate compensation between tasks, provided total compensation is not exceeded without the approval of Client.

B. Payment

As long as Consultant has not defaulted under this Agreement, Client shall pay Consultant within 30 days of the date of Consultant's invoices for services performed and reimbursable expenses incurred under this Agreement. If Client has reason to question or contest any portion of any such invoice, amounts questioned or contested shall be identified and notice given to Consultant, within 15 days of the date of the invoice. Any portion of any invoice not contested shall be deemed to be accepted and approved for payment and shall be paid to Consultant within 30 days of the date of the invoice. Client agrees to cooperate with Consultant in a mutual effort to resolve promptly any contested portions of Consultant's invoices.

In the event any uncontested portions of any invoice are not paid within 30 days of the date of Consultant's invoice, interest on the unpaid balance shall accrue beginning with the 31st day at the maximum interest rate permitted by law, and Consultant shall have the right to suspend work per Article XV, Suspension of Work.

VII. RESPONSIBILITY OF CONSULTANT

A. Standard of Care Professional Services

Subject to the express provisions of the agreed scope of work as to the degree of care, amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, Consultant shall perform its Services in accordance with generally accepted standards and practices customarily utilized by competent engineering firms in effect at the time Consultant's Services are rendered. Consultant does not expressly or impliedly warrant or guarantee its Services.

B. Reliance upon Information Provided by Others

If Consultant's performance of services hereunder requires Consultant to rely on information provided by other parties (excepting Consultant's subcontractors), Consultant shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so in writing by Client.

C. Consultant's Opinion of Probable Costs (Cost Estimate)

Client acknowledges that construction cost estimates, financial analyses and feasibility projections are subject to many influences including, but not limited to, price of labor and materials, unknown or latent conditions of existing equipment or structures, and time or quality of performance by third parties. Client acknowledges that such influences may not be precisely forecasted and are beyond the control of Consultant and that actual costs incurred may vary substantially from the estimates prepared by Consultant. Consultant does not warrant or guarantee the accuracy of construction or development cost estimates.

D. Construction Phase Services

1. Consultant's Activities at Construction Site. The presence of Consultant's personnel at a construction site, whether as on-site representative, resident engineer, construction manager, or otherwise, does not make Consultant responsible for those duties that belong to Client and/or construction contractors or others, and does not relieve construction contractors or others of their obligations, duties, and responsibilities, including, but not limited to, construction methods, means, techniques, sequences, and procedures necessary for completing all portions of the construction work in accordance with the contract documents, any health or safety programs and precautions required by such construction work, and any compliance with applicable laws and regulations. Any inspection or observation of the contractor's work is solely for the purpose of determining that the work is generally proceeding in conformance with the intent of the project specifications and contract documents. Consultant makes no warranty or guarantee with respect to the performance of a contractor. Consultant has no authority to exercise control over any construction contractor in connection with their work or health or safety programs and precautions. Except to protect Consultant's own personnel and except as may be expressly required elsewhere in the scope of services, Consultant has no duty to inspect, observe, correct, or report on health or safety deficiencies of the construction contractor.
2. Shop Drawing and Submittal Review. If required by Consultant's Scope of Services, Consultant shall review shop drawings or other contractor submittals for general conformance with the intent of the contract documents. Consultant shall not be required to verify dimensions, to engineer contractor's shop drawings or submittals, nor to coordinate shop drawings or other submittals with other shop drawings or submittals provided by contractor.
3. Record Drawings. Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. Consultant is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

VIII. ASSIGNMENT OF TASKS TO AFFILIATES

- A. If the authorized scope of work includes construction activities or the oversight of construction, Consultant may, at its discretion and upon notice to Client, assign all of its

contractual rights and obligations with respect to such activities or services to Brown and Caldwell Constructors, its wholly owned affiliate.

- B. If the authorized scope of work requires professional services to be performed in a jurisdiction in which Consultant renders professional services solely through a locally registered engineering affiliate for purposes of compliance with professional licensing requirements in that jurisdiction, Consultant may, in its discretion, upon notice to Client, assign its contractual rights and obligations with respect to such activities or services to such locally registered engineering affiliate.

IX. ASBESTOS/HAZARDOUS MATERIALS

Consultant and Consultant's subcontractors shall have no responsibility for the discovery, handling, removal, or disposal of or exposure of persons to asbestos or hazardous or toxic materials that are present in any form at the Project site. Professional services related to or in any way connected with the investigation, detection, abatement, replacement, use, specification, or removal of products, materials, or processes containing asbestos or hazardous or toxic materials are beyond the scope of this Agreement. Client shall be solely responsible for notifying all appropriate governmental agencies, including the potentially effected public, of the existence of any hazardous or toxic materials located on or in the project site at any time.

In the event Consultant encounters asbestos or hazardous materials at the jobsite, Consultant may, at its option and without liability for damages, suspend the performance of services on the Project until such time as Client and Consultant mutually agree on an amendment to this Agreement to address the issue, or Client retains another specialist consultant or contractor to identify, classify, abate and/or remove the asbestos and/or hazardous materials.

X. CONSULTANT'S WORK PRODUCT

A. Scope

Consultant's work product which is prepared solely for the purposes of this Agreement, including, but not limited to, drawings, test results, recommendations and technical specifications, whether in hard copy or electronic form, shall become the property of Client when Consultant has been fully compensated as set forth herein. Consultant may keep copies of all work product for its records.

Consultant and Client recognize that Consultant's work product submitted in performance of this Agreement is intended only for the project described in this Agreement. Client's alteration of Consultant's work product or its use by Client for any other purpose shall be at Client's sole risk, and Client shall hold harmless and indemnify Consultant against all losses, damages, costs and expense, including attorneys' fees, arising out of or related to any such alteration or unauthorized use.

B. Electronic Copies

If requested, solely as an aid and accommodation to Client, Consultant may provide copies of its work product documents in computer-readable media ("electronic copies," "CADD"). These documents will duplicate the documents provided as work product, but will not bear the signature and professional seals of the registered professionals responsible for the work. Client is cautioned that the accuracy of electronic copies and CADD documents may be compromised by electronic media degradation, errors in format translation, file corruption, printing errors and incompatibilities, operator inexperience and file modification. Consultant will maintain the original copy, which shall serve as the official, archived record of the electronic and CADD documents. Client agrees to hold harmless, indemnify and defend Consultant from any claims arising out of or relating to any unauthorized change or alteration of electronic copies and CADD documents.

XI. INDEMNIFICATION

A. Indemnification of Client

Consultant agrees to indemnify and hold Client harmless from and against any liability to the extent arising out of the negligent errors or negligent omissions of Consultant, its agents, employees, or representatives, in the performance of Consultant's duties under this Agreement.

B. Consequential Damages

Regardless of any other term of this Agreement, in no event shall either party be responsible or liable to the other for any incidental, consequential, or other indirect damages.

XII. CONSULTANT'S INSURANCE

Consultant shall procure and maintain the following minimum insurance:

1. Commercial general liability insurance, including personal injury liability, blanket contractual liability and broad-form property damage liability coverage. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers' compensation and employer's liability insurance as required by state law.
4. Professional liability insurance. The policy limit shall be not less than \$1,000,000.

Client shall be named as additional insured on policies 1 and 2 above. Upon request, a certificate of insurance will be provided to Client with a 30-day written notice in the event the above policies are cancelled.

XIII. CONFIDENTIALITY

Consultant agrees it will maintain the confidentiality of material it receives from Client which Client has clearly identified as "Confidential" and will not disclose, distribute, or publish to any third party such confidential information without the prior permission of Client. Notwithstanding the foregoing, Consultant shall have no confidentiality obligation with respect to information that:

- 1) becomes generally available to the public other than as a result of disclosure by Consultant or its agents or employees;
- 2) was available to Consultant on a non-confidential basis prior to its disclosure by Client;
- 3) becomes available to Consultant from a third party who is not, to the knowledge of Consultant, bound to retain such information in confidence.

In the event Consultant is compelled by subpoena, court order, or administrative order to disclose any confidential information, Consultant shall promptly notify Client and shall cooperate with Client prior to disclosure so that Client may take necessary actions to protect such confidential information from disclosure.

XIV. SUBCONTRACTS

Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the services to be performed under this Agreement.

XV. SUSPENSION OF WORK

Work under this Agreement may be suspended as follows:

1. By Client. By written notice to Consultant, Client may suspend all or a portion of the Work under this Agreement if unforeseen circumstances beyond Client's control make normal progress of the Work impracticable. Consultant shall be compensated for its reasonable expenses resulting from such suspension including mobilization and demobilization. If suspension is greater than 30 days, then Consultant shall have the right to terminate this Agreement in accordance with Article XVI, Termination of Work.
2. By Consultant. By written notice to Client, Consultant may suspend the Work if Consultant reasonably determines that working conditions at the Site (outside Consultant's control) are unsafe, or in violation of applicable laws, or in the event Client has not made timely payment in accordance with Article VI, Compensation, or for other circumstances not caused by Consultant that are interfering with the normal progress of the Work. Consultant's suspension of Work hereunder shall be without prejudice to any other remedy of Consultant at law or equity.

XVI. TERMINATION OF WORK

- A. This Agreement may be terminated by Client as follows: (1) for its convenience on 30 days' notice to Consultant, or (2) for cause, if Consultant materially breaches this Agreement through no fault of Client and Consultant neither cures such material breach nor makes reasonable progress toward cure within 15 days after Client has given written notice of the alleged breach to Consultant.

- B. This Agreement may be terminated by Consultant as follows: (1) for cause, if Client materially breaches this Agreement through no fault of Consultant and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after Consultant has given written notice of the alleged breach to Client, or (2) upon five days' notice if work under this Agreement has been suspended by either Client or Consultant for more than 30 days in the aggregate.

C. Payment upon Termination

In the event of termination, Consultant shall perform such additional work as is reasonably necessary for the orderly closing of the Work. Consultant shall be compensated for all work performed prior to the effective date of termination, plus work required for the orderly closing of the Work, including: (1) authorized work performed up to the termination date plus termination expenses, including all labor and expenses, at Consultant's standard billing rates, directly attributable to termination; (2) all efforts necessary to document the work completed or in progress; and (3) any termination reports requested by Client.

Except for termination of Consultant by Client for cause, Consultant shall also receive a termination fee equal to 15 percent of the total compensation yet to be earned under existing authorizations at the time of termination to account for Consultant's rescheduling adjustments, reassignment of personnel, and related costs incurred due to termination.

XVII. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. Except as otherwise set forth under Article VIII, Assignment of Tasks to Affiliates, this Agreement may not be assigned by Client or Consultant without prior, written consent of the other.

XVIII. NO BENEFIT FOR THIRD PARTIES

The services to be performed by Consultant are intended solely for the benefit of Client, and no benefit is conferred on, nor contractual relationship established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on Consultant's services, opinions, recommendations, plans, or specifications without the express written consent of Consultant. No right to assert a claim against the Consultant, its officers, employees, agents, or consultants shall accrue to the construction Contractor or to any subcontractor, supplier, manufacturer, lender, insurer, surety, or any other third party as a result of this Agreement or the performance or nonperformance of the Consultant's services hereunder.

XIX. FORCE MAJEURE

Consultant shall not be responsible for delays caused by circumstances beyond its reasonable control, including, but not limited to (1) strikes, lockouts, work slowdowns or stoppages, or accidents, (2) acts of God, (3) failure of Client to furnish timely information or to approve or disapprove Consultant's instruments of service promptly, and (4) faulty performance or nonperformance by Client, Client's independent consultants or contractors, or governmental agencies. Consultant shall not be liable for damages arising out of any such delay, nor shall the Consultant be deemed to be in breach of this Agreement as a result thereof.

XX. INTEGRATION

This Agreement represents the entire understanding of Client and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties. Any purchase order issued by Client, whether or not signed by Consultant, and any terms and conditions contained in such purchase order which are inconsistent with this Agreement shall be of no force and effect.

XXI. SEVERABILITY

If any part of this Agreement is found unenforceable under applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, but the remainder of this Agreement shall be in full force and effect.

XXII. CHOICE OF LAW/JURISDICTION

This Agreement shall be administered and interpreted under the laws of the state in which the BC office responsible for the project is located. Jurisdiction of litigation arising from the Agreement shall be in that state.

XXIII. ATTORNEYS' FEES

In the event either party commences legal proceedings against the other, then the prevailing party shall, in addition to any other recovery, be entitled to recover its reasonable attorneys' fees and all other costs of such proceeding.

XXIV. NOTICES

All notices required under this Agreement shall be delivered by facsimile, personal delivery or mail and shall be addressed to the following persons:

Julie McMullin]	[Name]
Project Manager	[Title]
Brown and Caldwell	[Client's Name]
250 E. Wisconsin Avenue, Suite 1600]	[Address]
Email: jmcnullin@brwncald.com	Fax: [number]

Notice shall be effective upon delivery to the above addresses. Either party may notify the other that a new person has been designated by it to receive notices, or that the address or Fax number for the delivery of such notices has been changed, provided that, until such time as the other party receives such notice in the manner provided for herein, any notice addressed to the previously-designated person and/or delivered to the previously-designated address or Fax number shall be effective.

XXV AUTHORIZATION

The persons executing this Agreement on behalf of the parties hereto represent and warrant that the parties have all legal authority and authorization necessary to enter into this Agreement, and that such persons have been duly authorized to execute this Agreement on their behalf.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

[Legal name of Brown and Caldwell]
[For contracts with the State of California, add:
Contract ID number 80160.]

[CLIENT]

Signature _____

Signature _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Federal Tax ID number: 94-1446346

**PROJECT#3744-22:
Prepare Sanitary Sewer System Hydraulic Model with Recommendations
Report that includes Cost Estimates for Capital Improvements**

**Exhibit A
Description of Project
January 4, 2022**

This project will consist of providing a report with recommendations for system improvements for City of Mequon (City) planning of capital projects, based on a hydraulic model. The report deliverable will also include the corresponding sanitary hydraulic model of the East Trunk Sewer (ETS) system to the City for staff to build on in the future.

As a result of wet weather with intense precipitation and saturated soils, these heavy rains over a short period of time have caused surcharging in the sanitary collection system. As stated in forms 3400- 184: bypass pumps are set up when critical elevations in the manholes or wet wells are exceeded. Suction is set at levels to bypass at critical elevation to limit surcharging and avoid basement backups. These sanitary sewer overflows (SSOs) are reported to the WDNR. The City has 5 lift stations within the ETS (called E,F,G,H,T; see map for locations). Four locations have recurring SSOs: lift stations E, F, G, and H (6/2014; 4/2015; 8/2018; 5/2020; 8/2021). In 2020, the City completed a two mile 48- inch relief sewer from County Line Road to a point north of Donges Bay Road. This project refers to ETS improvements south of Mequon Road. In addition, the City has installed meters in these areas (both north and south of Mequon Rd in ETS), the City continues infiltration and inflow reduction efforts with grouting and lining to rehabilitate laterals and mains. The City has also completed lift station condition assessments and as a result is replacing the pumps at LS H, in the process of relocating LS E to increase its firm pumping capacity, and planning improvements to LS G and LS F.

The primary focus and the objective for this project is to model alternative scenarios for system improvements, then prepare cost estimates for those scenarios that alleviate surcharged conditions. These alternative scenarios are to be prioritized based on capacity improvements that reduce overflows (SSOs) in the LS E area. Options being considered include 1) re-routing LS G off of LS F, and 2) extending a relief sewer with inline storage leading up to LS E, and 3) a new lift station E. The modeling efforts will include alternatives with various alignments that reduce the risk of SSOs.

This model of alternatives will be accompanied by capital improvement scenarios with cost estimates in a series of memos and ultimately a final report. These cost estimates will be compared to identify a recommended scenario for design (fall 2022) and ultimately construction (anticipated 2023). City staff anticipates presenting the final recommendations to the Sewer Utility District Commission in October 2022 as part of the 2023 budget. Staff's expectation for this project is Consultant delivery of a model with a corresponding report in late summer 2022, with preliminary engineering analysis of alternatives that concludes with a recommendation for capital improvements.

PROJECT#3744-22:
Prepare Sanitary Sewer System Hydraulic Model with Recommendations
Report that includes Cost Estimates for Capital Improvements

Exhibit B
Scope of Services
January 4, 2022

Task 1 - Data Gathering and Background Analysis

- A. Obtain and review the existing Mike Urban model and documentation.
- B. Review existing data. City to provide selected consultant with
 - i. GIS access to view and download record drawings
 - ii. WDNR reports of SSOs history
 - iii. Lift station runtime records
 - iv. Flow meter data.
- C. City to provide selected consultant with ONE DRIVE access for
 - i. Review of 2011 Sanitary Sewer System Evaluation.
 - ii. Review of 2018 Forcemain Report.
 - iii. Review of Lift Station Condition Assessment Reports
 - Ranch Road LS E,
 - Riverdale Park LS F,
 - Ville du Parc LS G,
 - Riverland Drive LS H,
 - Fieldwood Drive LS T.
- D. Evaluate Lift Stations
 - i. Identify critical elevations
 - ii. Lift Station alarm elevations,
 - iii. Lift Station overflow elevations.
- E. Collect, Review, Process and Prepare Rainfall Data and Flow Meter Data for Modeling
 - i. Obtain and review data from 2 City rain gauges (request data from MMSD for their 1 gauge).
 - ii. Identify a minimum of two dry weather periods and a minimum of five wet weather periods (ideally of 2-inch or larger over a 24-hour period) for model calibration.
 - iii. Obtain and review data from 23 MMSD and 4 City flow meters (location, depth, velocity, flow values).

Task 2 - Develop PCSWMM model of East Trunk System

- A. Develop model schematic of system for evaluation
 - i. Use City GIS, Mike Urban model and other sources of information as needed, such as as-built records, to develop an adequate representation of the ETS in PCSWMM. The model will primarily consist of sanitary sewers 12-inches and above in diameter; however, the model will also include smaller diameter sewers to accommodate flow monitoring data, sewers needed for connectivity in the model, and areas of concern for sanitary sewer backwater and/or surcharging.
 - ii. Check model configuration data against as-built drawings.
 - iii. Delineate the flow meter tributary areas.
 - iv. Delineate branch sewer tributary areas that connect to the pipes in the model network
 - v. Check pump curves and operational setpoints. Refer to condition assessment reports and available drawdown information. City of Mequon Sewer Utility staff to perform draw testing info, as needed.
- B. Calibrate Existing System Model
 - i. Calibrate model to meter data.

- a. Calibrate dry weather flows.
- b. Calibrate I/I (using RTK and Aquifer-Groundwater infiltration method) to August 8, 2021 wet weather event. Allow for adjustment to reduce I/I based on post-rehabilitation implementation meter data to adjust modeling, as referred to in IF AUTHORIZED Tasks 8&9.
- c. Validate model to one dry weather period and one wet weather event.
- d. Simulate SSO locations and volumes.
- ii. Coordinate with the City to identify event for consistency with ETS design
 - a. 2-mile, 48-inch diameter relief sewer built in 2018 south of Mequon Road.
 - b. The focus of this Contract will be north of Mequon Road.
- iii. Hydraulic pipe network model calibration needs to represent historical
 - a. pump performance
 - b. surcharging manholes
 - c. SSOs
 - d. Adjust calibration against meter mapping of 8/2021 event (red/green coded SMHs)
- C. Update the Model for Future Conditions
 - i. Future condition inputs shall be provided by the City.
 - ii. One input shall be the flows corresponding to the build out of the 33-acre vacant parcel at the Northwest Corner of Port Washington Road and Highland Road in the LS F sewer shed.

Task 3 – Develop Alternatives for Improvement of ETS n/o Mequon Road

- A. Assess system performance for existing conditions for three wet weather events and future conditions for one of the same wet weather events; potential events include the following:
 - 4.0-inches for 24 hours, with dry soils and saturated soils (ETS s/o 167,6/2014)
 - 5.0-inches for 36 hours, with dry soils and saturated soils
 - 6.0-inches for 48 hours, with dry soils and saturated soils
 - i. Identify surcharged manholes.
 - ii. Identify pipes that are hydraulic restrictions.
 - iii. Identify pumps that are hydraulic restrictions.
 - iv. Identify simulated SSO locations and volume.
- B. Assess system performance compared with map of meter data.
- C. Evaluate and size alternatives for event consistent with East Trunk Relief Sewer design (2-mile, 48-inch diameter)

Task 4 – Evaluate Alternative Scenarios of ETS n/o Mequon Road

- A. Evaluate at least four design concepts; potential concepts may include the following or ones developed by the consultant or the client.
 - i. Re-route Lift Station (LS) G Forcemain (FM) with a second force main from East Shoreland at Highland Road to Glen Oaks Lane at Wildwood Drive (approximately 6,000ft of new FM and lift station improvements).
 - a. Model to include additional wet well capacity at LS G for second FM.
 - ii. Re-route LS F FM with a second force main from Circle Drive to relief sewer described in Task 4.A.iii.
 - a. Model to include additional wet well capacity at LS F for a second FM
 - iii. Extension of a relief sewer with inline storage from LS E to at least Glen Oaks Lane with approximately 4,000ft of new sewer pipe extension. Model scenarios with at least three different pipe diameters:
 - a. 4,000ft of 36-inch dia.,
 - b. 4,000ft of 48-inch dia.,
 - c. 4,000ft of 54-inch dia.
 - iv. Re-route LS F FM 3 miles from [Riverdale Park](#) to ETS.
 - v. Compare model runs in 3.A with Increased Pump capacities
 - a. LS E (ex. 7,300gpm; future scenarios at 9,000gpm; 10,000gpm; and 12,000gpm)

- b. LS F (ex. 600gpm; future scenarios at 800gpm; 1,000gpm, 1,500gpm)
- c. LS G (ex. 500gpm, future scenarios at 800gpm; 1,000gpm, 1,200gpm)
- d. Evaluate force mains with flow scenarios
 - i) Identify forcemain constraints
 - 1. Model to include LS E with two 16-inch dia. FM's.
 - 2. Model to include LS F on 10-inch dia. FM
 - 3. Model one LS G FM 8-inch dia. that chokes to 6-inch over MKE River
 - ii) Identify corresponding diameters necessary to accommodate improved scenarios.
 - 1. Evaluate the two existing LS E 16-inch dia. FM's for adequate sizing. If not, identify new diameter.
 - 2. Evaluate a second LS F FM for 8-inch and 12-inch diameter.
 - a) Evaluate FM extension to a Diversion Structure in 4.A.iii
 - 3. Evaluate a second LS G FM for 8-inch and 12-inch diameter
 - a) Evaluate FM extension to a Diversion Structure in 4.A.iii
- B. Evaluate and size alternatives for event consistent with ETS design (2-mile, 48-inch diameter relief sewer)
- C. Review results of individual conceptual scenarios with the City.
- D. Provide Memo on alternative scenario evaluation that summarizes for Task 4.

Task 5 – Prepare Cost Estimates for Preferred Scenarios

- A. Develop preliminary costs for each scenario in 4.A and provide in preliminary memo.
 - i. Identify at least four preferred scenarios.
- B. Review results of individual alternative concepts with the City.
 - i. Evaluate feasibility of success for any individual concepts as stand alone projects.
 - ii. Evaluate feasibility of success for concepts as combined projects in sequence.
- C. Identify three alternative combinations for the ETS north of Mequon Road.
 - i. Compare costs, constructability, level of service, acceptability, and other factors.
- D. Coordinate with City for recommended alternatives/scenario.
- E. Provide Memo for Task 5.

Task 6 – Delivery Draft and Final Report that Summarizes Finding of Modeling Effort with Recommendations to Improve Level of Service

- A. Compile data in previous memos to summarize the model development, calibration and analysis process and findings, alternative evaluations, cost comparisons, and recommendations.
- B. Deliver draft report for City review and comment.
- C. Allow for City to provide comments on preliminary report and final draft report.
- D. Provide final report in hard copy and digital format including model and supporting GIS files.

Task 7 - Meetings (assume 8 meetings)

- 1. Kickoff meeting with City to clarify data received and address questions needed for modeling.
- 2. Review Model development. Consultant to present model framework that reflects existing sanitary system and status of evaluation.
 - a. Consultant to acquire software copy and assist with installation of PC-SWMM software onto Utility Engineering staff computer at City Hall.
 - b. Meetings may be held virtually.
- 3. Review Existing system evaluation and calibration efforts, identified in Task 2.
- 4. Meeting to discuss goals for Level of Service and ETS design capacity, identified in Task 3.
- 5. Define and clarify options to be modeled as Alternatives, identified in Task 4.
- 6. Present alternatives evaluated, identified in Task 5.
- 7. Compare and select alternatives for recommendation, as identified in preparation of Task 6.
- 8. Meet to discuss Draft Report and respond to City review comments on the report.

IF AUTHORIZED, Task 8 – Recalibrate Model with Meter Data Post-Sewer-Main-Rehabilitation

- A. After Grouting Implementation on Contract 2598-21 (anticipated completion summer 2022), adjust and re-calibrate model for event in Task 3 to reflect any reduced I/I based on post-rehabilitation implementation (Grouting Sanitary Sewer Mains)
- B. Attend meeting with staff to review, provide software upgrades in 2022 and guidance to reflect changes in City’s sanitary collection system.
- C. Provide Summary Memo for Task 8 that evaluates pre-rehabilitation conditions and post-rehabilitation outcomes.

IF AUTHORIZED, Task 9 – Recalibrate Model with Meter Data Post- Lateral-Rehabilitation

- A. After Grouting Implementation on Contract 3566-22 (anticipated completion late fall 2022), adjust and re-calibrate model for event in Task 3 to reflect any reduced I/I based on post-rehabilitation implementation (Grouting Sanitary Building Sewer Laterals)
- B. Attend meeting with staff to review, provide software upgrades in 2023 and guidance to reflect changes in City’s sanitary collection system.
- C. Provide Summary Memo for Task 9 that evaluates pre-rehabilitation conditions and post-rehabilitation outcomes.

IF AUTHORIZED, Task 10 - Develop PC-SWMM model of Central Trunk System

- A. Collect Data and Develop model schematic of system for evaluation.
- B. Develop a representation of the Central Trunk in PCSWMM using City GIS, former MIKE Urban model and other sources of information as needed.
- C. Check model configuration data against as-built drawings.
- D. Deliver Recommendations Memorandum for Task 10
 - i. Identify Choke points in system for further evaluation.
 - ii. Recommend Locations to install meters (ISCO 2150) for additional Central Trunk Model Analysis.
- E. This is anticipated to follow the development and completion of the ETS model effort.
- F. Calibration is limited to available meter data near Sherwood Drive and Cedarburg Road.

SCHEDULE

The schedule milestones for completing the scope of work are identified in Table B-1.

Table B-1. Project Schedule Milestones	
Notice to Proceed	January 12, 2022
Memo on Project Status and Progress of Model Development	March 1, 2022
Review Calibrated Model / Begin Developing Alternative Scenarios	April 4, 2022
Complete Existing System Evaluation / Begin Evaluating Scenarios	May 2, 2022
Identify Preferred Alternative Scenarios	June 15, 2022
Draft Report for City Review	July 2022
Finalize Report and Deliverables	August 2022

**PROJECT#3744-22:
Prepare Sanitary Sewer System Hydraulic Model with Recommendations
Report that includes Cost Estimates for Capital Improvements**

**Exhibit C
Project Costs**

Tasks	Description	Anticipated No. of Hours	Fees
1	Data Gathering and Background Analysis	107	\$14,379
2	Develop PCSWMM model of East Trunk System	375	\$50,979
3	Develop Alternatives for Improvement of ETS n/o Mequon Road	103	\$13,935
4	Evaluate Alternative Scenarios of ETS n/o Mequon Road	261	\$36,919
5	Prepare Cost Estimates for Preferred Scenarios	81	\$15,735
6	Deliver Report that Summarize Findings of Modeling Effort with Recommendations for Capital Improvements	175	\$27,147
7	Meetings (assume 8 meetings)	94	\$15,398
Subtotal of Tasks 1 through 7		1196	\$174,492
8	IF AUTHORIZED, Task 8 – Recalibrate Model with Meter Data Post-Rehabilitation of Sewer Mains	40	\$5,176
9	IF AUTHORIZED, Task 9 – Recalibrate Model with Meter Data Post-Rehabilitation of Laterals	40	\$5,176
10	IF AUTHORIZED, Task 10 - Develop PC-SWMM model of Central Trunk System	131	\$18,073
Subtotal of "If Authorized Tasks" 8 through 10		211	\$28,425
Total for Tasks 1 through 10		1407	\$202,917



11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262-236-2915
Fax: 262-242-9655

www.ci.mequon.wi.us

Office of the City Attorney

TO: Mayor and Common Council
FROM: Brian C. Sajdak, City Attorney
DATE: January 6, 2022
SUBJECT: Closed Session for City Attorney and Administrator Performance Reviews – January 11, 2022 Meeting

Background

The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(c) for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the Council has jurisdiction or exercises responsibility. This section allows for the use of a closed session to discuss performance reviews for City employees and officers such as the City Attorney and Administrator.

Recommendation

Should the Council decide that it wishes to enter closed session, a motion to enter closed session pursuant to Wis. Stat. §19.85(1)(c) for the purpose of considering employment, promotion, compensation or performance evaluation data of the City Attorney and/or City Administrator.

Attachment: Closed Session Administrator and Attorney Evaluations 2022 (6952 : Public memo for closed session evaluations)