City of Mequon

Virtual Meeting
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 12, 2021 - 7:30 PM
Virtual Meeting

Agenda

ELECTRONIC MEETING NOTICE: Pursuant to the current recommendation of the CDC limiting the size of public gatherings and the various federal and state orders implementing that recommendation, and to help protect our community from the Coronavirus (COVID-19) pandemic, this meeting will be held virtually through the GoToMeeting platform with each member accessing the meeting remotely. Citizens wishing to attend the meeting are encouraged to watch the live broadcast of the meeting on the City's YouTube Account (https://www.youtube.com/channel/UCZDJETJIa2M-KQgIcEDiyMQ), or on the City's Agenda Management Website (http://mequoncitywi.iqm2.com/Citizens/default.aspx). Citizens may also join the meeting online or by phone. Please go to https://www.gotomeet.me/Mequon/cc to join the meeting online or call into the meeting by dialing 1-866-899-4679 and enter access code 298-967-317.

WRITTEN PUBLIC COMMENTS may be submitted in advance of the meeting. Written comments should be directed to the City Clerk's Office at least 2 hours prior to the meeting by email at cfochs@ci.mequon.wi.us addressed to the intended committee. Written public comments may also be deposited in the drop box at City Hall at 11333 N. Cedarburg Road, Mequon, at least 2 hours prior to the meeting. Comments received timely will be forwarded to all members of the body for their consideration.

VERBAL PUBLIC COMMENTS and PUBLIC HEARING APPEARANCES will be accepted only from members of the public who register in advance. Registration shall be made by sending an email to City Clerk Caroline Fochs at cfochs@ci.mequon.wi.us or by leaving a message at 262-236-2912 no later than two hours prior to the meeting.

Reasonable accommodations will be made for those citizens who are unable to attend the meeting in the methods identified above upon at least two hours' notice. Notice can be given to the City Clerk's Office at 262-236-2914.

1) **Call to Order, Pledge of Allegiance led by Alderman Strzelczyk and Roll Call**

2) **Public Hearing(s):** None.

3) Public Officials' Reports:

a) Mayor
b) City Administrator

4) Consent Agenda:

a) Common Council meeting minutes of December 8, 2020

b) Board of Police and Fire Commissioners meeting minutes of December 1, 2020

c) Finance-Personnel Committee meeting minutes of November 10, 2020

d) Park and Open Space Board meeting minutes of November 18, 2020

e) Planning Commission meeting minutes of November 23, 2020

f) Planning Commission Policy Subcommittee meeting minutes of November 9, 2020

g) Public Safety Committee meeting minutes of October 13, 2020

h) Public Welfare Committee meeting minutes of November 10, 2020

i) Public Works Committee meeting minutes of November 10, 2020

j) Sewer Utility District Commission meeting minutes of November 10, 2020

k) 2020 Annual Park and Open Space Board Report

l) **RESOLUTION 3793** - A Resolution Authorizing Final Plat Approval for The Enclave at Mequon Preserve - Phase IV Consisting of 14 Lots within an 82-Lot Single-Family Subdivision Located at 10565 N. Wauwatosa Road; **Recommended by Planning Commission on December 14, 2020.**

5) Ordinance:

ORDINANCE 2020-1584 - An Ordinance Approving Various Revenue and Expenditure Amendments to the City's General Fund Operating Budget for Fiscal Year 2020; **Recommendation Forthcoming by Finance-Personnel Committee January 12, 2021; First Reading at Common Council December 8, 2020.**

6) Resolutions:

a) **RESOLUTION 3794** - A Resolution Approving the Following in Connection with the City of Mequon's Insurance Program for Fiscal Year 2021: A) A Contract with Chubb Insurance, Warren, New Jersey, for Property Casualty and Storage Tank Liability Insurance in the Amount of $48,606; 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 $399,841; and C) A Contract with The Hartford Insurance Company, Hartford, Connecticut, for Accident Insurance in the Amount of $1,299; **Recommendation Forthcoming by Finance-Personnel Committee January 12, 2021.**

b) **RESOLUTION 3795 -** A Resolution Authorizing Execution of a Professional Services Agreement for Completion of an Operational Analysis of the Community Development Department with Management Partners, Cincinnati, Ohio, in an Amount Not-to-Exceed $53,990; **Recommendation Forthcoming by Finance-Personnel Committee January 12, 2021.**

c) **RESOLUTION 3796** - A Resolution Approving a Conservation Easement Agreement Between the City of Mequon and the Milwaukee Metropolitan Sewerage District for Approximately 66 Acres of Land Located Along Trinity Creek North of County Line Road and East of Wauwatosa Road; **Recommendation Forthcoming by Finance-Personnel Committee January 12, 2021.**

d) **RESOLUTION 3799** - A Resolution Consolidating all City of Mequon Polling Sites into One Location at Mequon City Hall for the February 16, 2021 Primary Election; **Recommendation Forthcoming by Public Welfare Committee January 12, 2021.**

e) **RESOLUTION 3797** - A Resolution Approving the Award of Contracts for the Lateral Abandonment and Demolition of the Structures at 11236 and 11242 North Cedarburg Road to Spielvogel & Sons Excavating, Inc. of Sheboygan, Wisconsin and Asbestos Abatement of the Same to Dirty Ducts Cleaning & Environmental, Inc. of Madison, Wisconsin for a Total Cost of $58,795; **Recommendation Forthcoming by Public Works Committee January 12, 2021.**

f) **RESOLUTION 3798** - A Resolution Approving a Special Event Agreement for the Thiensville-Mequon Lions Club to Host LionsFest at Rotary Park Between June 10-13, 2021; **Recommended by Park and Open Space Board on December 16, 2020; Further Recommendation Forthcoming by Public Works Committee January 12, 2021.**

7) **Specified Unfinished Business:** None.

8) **Presentation of Petitions, Memorials, and/or Remonstrances and Communications:** None.

9) **Specified Miscellaneous New Business:** None.

10) **Adjourn**

Dated: January 7, 2021 /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.

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.

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Office of the City Clerk
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draft

COMMON COUNCIL
Regular Meeting
Tuesday, December 8, 2020 - 7:30 PM
or Immediately Following the
Sewer Utility District Commission Meeting
Virtual Meeting

Minutes

1) Call to Order, Pledge of Allegiance, Roll Call

Mayor Wirth called the meeting to order at 7:33 PM.

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, Finance Director Krueger, City Engineer/Public Works Director Lundeen, Fire Chief Bialk, Deputy Fire Chief Zellman, Police Chief Pryor, IT Director McCaw, press and interested public.

2) Public Hearings: None.

3) Public Officials' Reports:

a) Mayor: Mayor Wirth announced the City employees that have reached employment milestones of 10, 15, 20 and 30 years. Congratulations and thank you to all were extended.

b) City Administrator: City Administrator Jones reported that the Joint Fire and EMS Study with nine neighboring Ozaukee County communities that was approved earlier in the year is nearing completion and the recommendations and a draft report will be forthcoming in the coming weeks. In addition, Mequon tax bills have been mailed and residents are encouraged to pay remotely either via online, US mail or using the secure drop box. Cash payments should be made in person.

Attachment: Common Council minutes_12-08-20 (5793 : Common Council meeting minutes of December 8, 2020)

4) Consent Agenda:

Motion to approve Items A-N of the Consent Agenda.

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

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

a) Common Council meeting minutes of November 10, 2020.
b) Architectural Board meeting minutes of October 12, 2020.
c) Board of Police and Fire Commission meeting minutes of October 6, 2020.
d) Economic Development Board meeting minutes of October 27, 2020.
e) Festivals Committee meeting minutes of October 22, 2020.
f) Finance-Personnel Committee meeting minutes of October 13, 2020.
g) Mequon Municipal Water Utility Commission meeting minutes of October 27, 2020.
h) Park and Open Space Board meeting minutes of October 21, 2020.
i) Planning Commission meeting minutes of October 26, 2020.
j) Planning Commission Policy Subcommittee meeting minutes of July 13 and October 12, 2020.
k) Public Welfare Committee meeting minutes of October 13, 2020.
l) Public Works Committee meeting minutes of October 13, 2020.
m) Sewer Utility District Commission meeting minutes of October 27, 2020.
n) **RESOLUTION 3782** - A Resolution Approving a Certified Survey Map in Connection with the Dedication 3.3 Acres of Public Right-of-Way on the Northwest Corner of the Intersection Between Highland and Port Washington Roads.
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.

ORDINANCE 2020-1584 An Ordinance Approving Various Revenue and Expenditure Amendments to the City's General Fund Operating Budget for Fiscal Year 2020.

RESULT: **First Reading**

5) Ordinance:

ORDINANCE 2020-1583 An Ordinance Amending Chapters 34 and 50 of the Mequon Municipal Code Related to the Regulation of Holding Tanks.

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

Attachment: Common Council minutes_12-08-20 (5793 : Common Council meeting minutes of December 8, 2020)

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

6) Resolutions:

a) **RESOLUTION 3783** - A Resolution Authorizing Execution of a Professional Services Agreement for Information Technology Services During Calendar Year 2021 with IT Advocate, Elgin, Illinois in the Estimated Amount of $85,000.

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

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

b) **RESOLUTION 3784** - A Resolution Approving a Collective Bargaining Agreement Between the City of Mequon and the Mequon Fire & EMS Association for the Period of January 1, 2021 - December 31, 2024.

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

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

c) **RESOLUTION 3785** - A Resolution Amending the 2021 Compensation Plan for Non-Represented Employees and Establishing the Position of Battalion Chief at Pay Grade 14 ($75,225 - $101,816).

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

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

d) **RESOLUTION 3786** - A Resolution Approving a Collective Bargaining Agreement Between the City of Mequon and the Mequon Police Association for the Period of January 1 - December 31, 2021.

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

Attachment: Common Council minutes_12-08-20 (5793 : Common Council meeting minutes of December 8, 2020)

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

e) **RESOLUTION 3787** - A Resolution Authorizing a Second Amendment to the Development and Dedication Agreement Between the Thiensville-Mequon Rotary Foundation, Inc. and the City of Mequon for Additional City Sidewalk Improvements in an Amount Not-to-Exceed $30,000.

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

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

f) **RESOLUTION 3788** - A Resolution Authorizing the Extension of Emergency Medical Leave Benefits to City of Mequon Employees Formerly Covered by the Family First Coronavirus Response Act.

Motion to add "Resolution 3788 will only go into effect if the Families First Coronavirus Response Act (FFCRA) sunsets on December 31, 2020."

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

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

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

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

g) **RESOLUTION 3789** - A Resolution Disallowing a Claim in the Amount of $40,192 from Charter Communications for Damage to Fiber Optic Facilities within the Wauwatosa Road Right-of-Way in June 2020.

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

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

Attachment: Common Council minutes_12-08-20 (5793 : Common Council meeting minutes of December 8, 2020)

h) **RESOLUTION 3790** - A Resolution Approving the Purchase of One Police Vehicle from Ewald Automotive Group, Hartford, Wisconsin, the Installation of Associated Equipment from General Communications, Milwaukee, Wisconsin and the Application of Vehicle Graphics from Letters & Signs, Mequon, Wisconsin at a Total Cost of $43,920.

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

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

i) **RESOLUTION 3791** - A Resolution Approving the Purchase of Police Squad and Officer Body Cameras from Watch Guard, Inc., Allen, Texas and the Installation of Associated Camera Equipment from Belco Vehicle Solutions Emergency Equipment, Poynette, Wisconsin in the Total Amount of $114,050.

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

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

j) **RESOLUTION 3792** - A Resolution Approving a Transfer of Funds within the Sanitary Sewer Utility District's Capital Budget for 2020.

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

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

7) Specified Unfinished Business: None.

8) Presentation of Petitions, Memorials, and/or Remonstrances and Communications: None.

9) Specified Miscellaneous New Business:

Mayoral Appointments: Festivals Committee: Rabbi Moshe Luchins, Member, At Large and Miranda White, Member

Motion to approve the Mayoral Appointments.

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

Attachment: Common Council minutes_12-08-20 (5793 : Common Council meeting minutes of December 8, 2020)

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

10) Adjourn

Motion to adjourn at 7:55 PM.

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

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

Respectfully Submitted,
Kathy Andrykowski

Attachment: Common Council minutes_12-08-20 (5793 : Common Council meeting minutes of December 8, 2020)

City of Mequon

11300 N Buntrock Avenue
Mequon, Wisconsin 53092
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www.ci.mequon.wi.us
Police Department

Attachment: Police and Fire Comm Minutes_12-01-20 (5805 : Board of Police and Fire Commissioners meeting minutes of December 1, 2020)

Board of Police and Fire Commissioners
December 1, 2020
MINUTES

PRESENT: Commissioners Pukaite, Ridley, Nuernberg, and Szymborski
ABSENT: Commissioner Michalski

ALSO PRESENT: Chief Pryor, Fire Chief Bialk, Deputy Fire Chief Zellmann, Assistant City Administrator Schoenemann, Alderman Schneider, Executive Assistant Kowalchuk

1. **Call to Order, Roll Call**
   The meeting was called to order at 8:00 AM.

2. **Personal Appearances and Public Comment**
   None

3. **Approve meetings minutes of October 6, 2020**
   Moved by Commissioner Ridley, seconded by Commissioner Nuernberg to approve the meeting minutes of October 6, 2020. Motion passed by voice acclamation.

4. **Chief's Reports**
   Chief Pryor (Police)
   - Staffing update: Applications for the vacant sergeant position are now being accepted; there are still two officer vacancies to fill and candidates for eligibility have been brought forth for commissioners to review later in this agenda The new officer swore in 2 months ago is exceeding expectations with his field training and it is hoped that he will be ready to move to solo patrol sometime in January. Overall staff is managing to stay healthy during this pandemic.

   Chief Bialk (Fire)
   - Some Covid exposures, but the department has been fortunate thus far in that not a lot of people are getting ill at the same time. Precautions taken, personal protection and disinfecting of equipment measures were shared.
   - The department was doing work for Thiensville because their entire department was quarantined at one point; they have also helped out with going to Cedarburg.
   - Call volume when Covid hit dropped approximately 60%; now things are almost back to where they were.
   - MATC (EMT and Fire Training location) has cancelled all in-person training except for the certification classes; a current group of attending students are set to finish in December.
   - In-house provided training schedule has been adapted so as to continue providing training while also keeping the groups very small in accordance with Covid guidelines.
   - The Future of the Fire Department Committee to be discussed later in this agenda did recommend the hiring of Battalion Chief positions.
   - A department retirement was announced.

5. Review/Certify Eligibility List for Police Officer

Chief Pryor provided commissioners with a summary of the individual qualifications and experience of the two police officer candidates proposed; both have previous law enforcement officer experience. Commissioner Pukaite mentioned that she had the opportunity to observe both these interviews and was impressed with the department process.

Moved by Commissioner Ridley, seconded by Commissioner Szymborski to approve/certify police officer eligibility of John Ballard and Brandy Campbell.

Motion passed by roll call vote (4/0).
Ayes: Nuernberg, Pukaite, Ridley, Szymborski

6. Review Certify Eligibility List for Fire Department Recruits

Deputy Chief Zellmann reviewed each of the proposed recruits' information and qualifications with commissioners adding that four of the five are Mequon residents. In response to commissioner questions, further recruit details and process information was discussed.

Moved by Commissioner Ridley, seconded by Commissioner Szymborski to approve/certify proposed Fire Department Recruits Eric Baugher, Evan Baldwin, James Cieszynski, Ryan Buyesks, Shelly Joy Schmelzer and Jason Thompson.

Motion passed by roll call vote (4/0).
Ayes: Nuernberg, Pukaite, Ridley, Szymborski

7. Discussion:

The Commission took up:

- Presentation and Discussion of Report/Recommendations on Future of the Fire Department.

  Chief Bialk explained the purpose, make up and implementation of the Future of the Fire Department Committee. Committee members participated in station tours; background and running procedures of the department were provided; and most importantly, committee members met with department personnel to hear their thoughts about where they see the Fire Department going.

  Alderman Schneider who is on the Future of the Fire Department Committee (FFDC), added that the committee members also looked at other comparable departments, the ways they are structured, size, what they are spending, and how they operate. The FFDC wanted to maintain our volunteer structure because we do have a depth of knowledge in our community and a desire on the part of the people who are working with us now, but long term, the concern is that this structure may not be sustainable. From a quality care point of view, Mequon has very dedicated members in the department, however, they have very disparate amounts of time to give and with the different backgrounds, the committee felt and ultimately recommended having supervisory positions like Battalion Chiefs available would not only stabilize the department from a staffing issue but also give solidity to the ongoing, onsite training during calls. Having someone there 24 hours p/day to supervise would be an asset and help mentor, coach and develop the personnel the department does have. This recommendation along with a pay increase to the paid-on-call volunteer members has been supported by the Common Council.

Attachment: Police and Fire Comm Minutes_12-01-20 (5805 : Board of Police and Fire Commissioners meeting minutes of December 1, 2020)

PFC Commissioners further discussed potential consolidations, an ongoing effort by the Public Policy Forum for a feasibility study in this area, and the Future of the Fire Department Committee's next steps.

- Fire Department Battalion Chiefs Recruitment Process

City Administrator Schoenemann walked commissioners through each of the steps of the Battalion Chiefs recruitment process explaining that it has been set up to mirror processes of the police department as well as other fire departments. The PFC has the jurisdiction of approving all recruitment processes with this recruitment anticipated to start at the beginning of the new year.

What went into the preparation of the job description and upfront preparations towards possible multiple recruitment processes if necessary was also discussed.

Moved by Commissioner Pukaite, seconded by Commissioner Szymborski to approve the recruitment process.

Motion passed by roll call vote (4/0).
Ayes: Nuernberg, Pukaite, Ridley, Szymborski

8. Adjourn

The meeting was adjourned at 9:03AM.

Respectfully Submitted,
Diane Kowalchuk

Attachment: Police and Fire Comm Minutes_12-01-20 (5805 : Board of Police and Fire Commissioners meeting minutes of December 1, 2020)

City of Mequon

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Mequon, WI 53092
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www.ci.mequon.wi.us
Office of the City Administrator

FINANCE-PERSONNEL COMMITTEE
Tuesday, November 10, 2020
7:00 PM
Virtual Meeting

Minutes

I) Call to Order

Present:
Alderman Glenn Bushee
Alderman Andrew Nerbun
Alderman Robert Strzelczyk
Mayor John Wirth

Also present: Will Jones, City Administrator, Justin Schoenemann, Assistant City Administrator, Kaitlyn Krueger, Finance Director, Marie Keyser, Assistant to the Finance Director, Caroline Fochs, City Clerk, Patrick Pryor, Police Chief, Brian Sajdak, City Attorney, and Kurt Zellmann, Deputy Fire Chief.

II) Approve Meeting Minutes

1. October Minutes

No comments or discussion from the Committee.

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

AYES:	Bushee, Nerbun, Strzelczyk

III) License Applications

1. November 2020 Licenses

No comments or discussion from the Committee.

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

Attachment: F P minutes_11-10-20 (5784 : Finance-Personnel Committee meeting minutes of November 10, 2020)

AYES:	Bushee, Nerbun, Strzelczyk

2. Consideration of a Recommendation to Revoke the Alcohol Beverage Operator's License of Ashli Jo Arndt

No comments or discussion from the Committee.

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

AYES:	Bushee, Nerbun, Strzelczyk

IV) Vouchers for Payment

1. October 2020 Voucher Approval List

No comments or discussion from the Committee.

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

AYES:	Bushee, Nerbun, Strzelczyk

V) Resolutions

Action requested: review and recommend approval

1. **RESOLUTION 3776** A Resolution Approving the 2021 Compensation Plan for Non-Represented Employees

Assistant City Administrator Schoenemann explained there will be a one percent cost of living adjustment offered to non-represented employees but no merit increases due to budget constraints. Mr. Schoenemann stated that the attached compensation plan accounts for the cost of living adjustments to each pay grade salary bracket.

No comments or discussion from the Committee.

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

AYES:	Bushee, Nerbun, Strzelczyk

Attachment: F P minutes_11-10-20 (5784 : Finance-Personnel Committee meeting minutes of November 10, 2020)

2. **RESOLUTION 3777** A Resolution Approving the First Amendment to the Isham Day House Lease with the Mequon-Thiensville Historical Society

City Attorney Sajdak stated that the City and Mequon-Thiensville Historical Society entered into a lease in 2017 for the Isham Day House for the purpose of running a stamp/postal museum. Mr. Sajdak explained the need for an amendment to the original lease to allow the City Festivals Committee to use the space for the annual Winter Wonderland event.

Mayor Wirth recommended having the Festivals Committee commit to an event date by September 30th of the applicable year which is subject to a one-week flexible date change. All Committee members accepted the amendment.

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

AYES:	Bushee, Nerbun, Strzelczyk

3. **RESOLUTION 3778** A Resolution Authorizing a Fourth Amendment to the Employment Agreement Between the City of Mequon and William H. Jones, Jr.

No comments or discussion by the Committee.

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

AYES:	Bushee, Nerbun, Strzelczyk

VI) Discussion Items

1. November 2020 Finance and Personnel Work Plan

Alderman Bushee asked if the City can prioritize the approval of the Deputy Fire Chief positions. City Administrator Jones confirmed this item will be on the December Finance and Personnel Committee.

VII) Adjourn

Alderman Bushee made a motion to adjourn, seconded by Alderman Strzelczyk at 7:13 PM. All members voted "aye."

Respectfully Submitted,

Marie Keyser
Assistant to the Finance Director

Attachment: F P minutes_11-10-20 (5784 : Finance-Personnel Committee meeting minutes of November 10, 2020)

City of Mequon

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Phone: 262-236-2936
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www.ci.mequon.wi.us Office of Parks and Operations

Attachment: 11-18-2020 Mins_Park and Open Space (5801 : Park and Open Space Board meeting minutes of November 18, 2020)

PARK AND OPEN SPACE BOARD
Wednesday, November 18, 2020
6:30 PM
Virtual Meeting

Minutes

1) Call to Order, Roll Call
Chair Marchese called the meeting to order at 6:30 PM.

Present:
Chair Patrick Marchese
Board Member Kay Amland
Board Member Joseph Branch
Board Member Jason Cain
Board Member Geoffery Hurtado
Board Member John Lhost
Board Member James Lysaught
Board Member Gerald Vite
Alternate Board Member Anton Usowski
Alternate Board Member Peter Bratt
Alternate Board Member Breanne Plier
Alderman Brian Parrish
Alternate Alderman Kathleen Schneider **-- Excused**

Also present were Parks and Forestry Superintendent Gies, and Administrative Assistant Deuster.

2) Approval of Meeting Minutes

a. October 21, 2020 Minutes
RESULT: **Approved [Unanimous]**
MOVED BY: Board Member Lysaught
SECONDED BY: Board Member Vite

AYES:	Bratt, Plier, Marchese, Parrish, Branch, Cain, Hurtado, Lhost, Lysaught, Usowski, Vite
NOT PRESENT:	Amland

3) Discussion Item

a. 2020 Annual Report

Parks and Forestry Superintendent Gies gave an overview of the 2020 Annual Report. The final product will be provided at the December Park and Open Space meeting.

Suggestions made by the board included an executive summary, changing the pie chart for 2019-2020 rental comparisons to a bar graph, adjusting the capital improvement and secondary projects to be cleaner to read.

4) Chair Report

a. Chair Report

Chair Marchese provided updates on Solar Panel in Mee-Kwon Park, a proposed amendment to the Park and Open Space Plan, and to revisit the Stewardship Plan Template.

5) Parks and Forestry Superintendent Report

a. Park and Forestry Superintendent Report

Parks and Forestry Superintendent Gies provided an update to the 2020 Work Plan, AOC project, and Fund for Lake Michigan.

6) Motion to Adjourn at 8:07 PM

RESULT:	**Approved by Voice Acclamation [Unanimous]**
MOVED BY:	Board Member Vite
SECONDED BY:	Board Member Lysaught

AYES:	Bratt, Plier, Marchese, Parrish, Amland, Branch, Cain, Lhost, Lysaught, Usowski, Vite
NOT PRESENT:	Hurtado

Respectfully Submitted,

Casey Deuster
Administrative Assistant

Attachment: 11-18-2020 Mins_Park and Open Space (5801 : Park and Open Space Board meeting minutes of November 18, 2020)

City of Mequon

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Mequon, WI 53092
Phone: 262-236-2904
Fax: 262-242-9655

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Department of Community Development
Taped and Televised

PLANNING COMMISSION
Regular Meeting
Monday, November 23, 2020
6:00 PM
Virtual Meeting

Minutes

1) Call to Order, Roll Call

Present:
Chair John Wirth
Alderman Andrew Nerbun
Commissioner Martin Choren
Commissioner Dan Gentges
Commissioner Rick Lemke
Commissioner Rebecca Schaefer
Commissioner James Schaefer
Commissioner John Stoker
Alternate Greg Bach
Alternate Stephanie Hawley - **Absent**

Mayor Wirth called the meeting to order at 6:00 p.m. and he reviewed the teleconference protocols.

a) Approval of Minutes from October 26, 2020

Action
Commissioner Stoker made a motion to approve the October 26, 2020 minutes.
Commissioner Becky Schaefer seconded the motion.
A voice vote was taken; vote passed (8-0)

2) Public Hearing

a) Terrence & Gina Wright for Korner-Q's. The applicant is seeking conditional use grant and sign waiver approval to allow for a projecting sign for a proposed 2,344 sq. ft. eatery bar and grill for the property located at 10631 W. Freistadt Road (Korner-Q's).

Attachment: PC minutes_11-23-20 (5807 : Planning Commission meeting minutes of November 23, 2020)

Action
Commissioner Stoker made a motion to open a public hearing
Commissioner Becky Schaefer seconded the motion.
A voice vote was taken; vote passed (8-0)

No one registered to speak.

Action
Commissioner Stoker made a motion to close the public hearing
Commissioner Becky Schaefer seconded the motion.
A voice vote was taken; vote passed (8-0)

Mayor Wirth stated that staff received an email from a resident questioning the sign waiver request and he explained that the request is to reformat the existing projecting sign, it is not a request for a new type of sign to be installed.

Action
Commissioner Stoker made a motion to approve the conditional use grant.
Commissioner Lemke seconded the motion.
A voice vote was taken; vote passed (8-0)

Planner Vang stated that there is a correction regarding the operating hours, and the hours should reflect 11:00 a.m. – 11:00 p.m. Sunday-Thursday and 11:00 a.m. – 2:00 a.m. on Friday and Saturday.

Commissioner Stoker accepted this change as a friendly amendment.
Commissioner Lemke seconded the friendly amendment.

Mayor Wirth made a friendly amendment to include language to include “odors and smoke” to 9(e) of the conditions listed in the conditional use grant.

Commissioner Stoker accepted this change as a friendly amendment.
Commissioner Lemke seconded the friendly amendment.

The Commissioner voted on the motion to approve the conditional use grant including the change to the operating hours and the friendly amendment.

RESULT:	**APPROVED WITH CONDITIONS [8 TO 0]**
MOVER:	John Stoker, Commissioner
SECONDER:	Rick Lemke, Commissioner
AYES:	Wirth, Nerbun, Choren, Gentges, Lemke, J. Schaefer, R. Schaefer, Stoker

Attachment: PC minutes_11-23-20 (5807 : Planning Commission meeting minutes of November 23, 2020)

3) Regular Business

a) Mequon Medical. The applicant is seeking building and site plan and specimen tree removal approval for a 29,500 sq. ft. +/- outpatient medical clinic for the property located at the northwest corner of Highland Road and Port Washington Road.

Asst. Dir. Zader stated that there have been some changes made to the site plan since it was last in front of the Commission in July. The Common Council did approve the rezoning request in November, so the applicant is back for building and site plan approvals. There will be one more approval request for the Development Agreement at a later date.

Asst. Dir. Zader stated that the changes to the site plan include:

- The access points have flipped; now there is a full access off Port Washington Road and a right in/right out on Highland Road. This is what the county will allow.
- Berms and landscaping have been added along the outer edge of the development to protect from future residential development to the west.

The site has 131 parking stalls which complies with the code for a medical office building. The plan meets all the requirements of the Neighbor Commercial zoning district; which are included in the report, except the dumpster enclosure. Because it is considered a structure, it must have a 30-foot offset from the property line. Staff will work with the applicant to find a new location for the dumpster that meets the setback requirement. There is an outlot located in the front of the site which the city and applicant are working to partner together to determine what will go in that area. The plan shows the proposed path, which runs from property line to property line, which was a condition of the PUD. There is an alternative landscaping plan which the city would like to see; this item will be addressed in the development agreement. Due to feedback from the Council that the building should be more traditional looking with a residential feel; the proposed 1-story building; includes more earth tones, brick and gable roof elements. Staff is supportive of the design.

The landscape consultant recommends additional street trees along both Port Washington Road and Highland Road. This requirement will be included in the development agreement along with the lighting requirements. Staff is also requesting additional year-round plantings along the west side of the development to help screen any lighting from traffic for the neighbors across the street. The lighting plan proposed is compliant with the code. If wall packs or additional lighting is requested, it will need to be approved by staff as a conditional of approval.

There are two specimen trees on site. Resident Dan Abendroth sent correspondence regarding this issue. There is a 14” Sugar Maple and a 16” White Pine. The City Forester recommendation is to remove both trees. There has been discussion regarding the Sugar Maple, but due to the tree reaching the overhead power lines and being topped off several times already, he feels that it has lost its natural shape and that it is worthy of being removed. His recommendation is to allow removal of the two specimen trees in accordance with the Tree Preservation Guidelines.

Asst. Dir. Zader stated that staff recommends approval of the requests in accordance with the conditions in the staff report.

The applicant, John Ford from Mequon Medical, stated that the design was modified to better match the surrounding residential architecture. The proposed building includes all masonry

Attachment: PC minutes_11-23-20 (5807 : Planning Commission meeting minutes of November 23, 2020)

features of brick, stone, roof gables and is a four-sided architecture overall. Due to feedback in July regarding additional landscaping buffering on the north and west property lines; the plan was modified to include not only those two elevations but also modifications along Port Washington and Highland Roads; including the addition of approximately 67 trees and over 600 shrubs and perennials.

Mr. Ford explained that the out lot is approximately 0.4-acres and it will be donated to the city. The out lot requires an 8-foot wide asphalt pathway which will be installed as part of the development along with the landscaping. The landowner has also offered the city the opportunity to install a sign wall in the future if desired.

He also stated that the access on Highland Road has been relocated to the east based on feedback from the July meeting over concern about headlights affecting the residential home to the west of the Highland House.

Once the access points were swapped out, theplicant had TADI conduct another traffic analysis which was recently submitted to city staff for review.

It was discussed that the paths will be extended to each of the property lines for future connectivity. Per the policy discussions about the Ulao Creek neighborhood, the ability to have interconnectivity and a path at least on one side of the public roads is required. There was also some discussion regarding the access points.

There was mixed feedback from the Commission regarding the design of the building. Some are supportive of it while others commented that they are disappointed in the architecture; the gables feel too heavy; especially on the small wing on the east side of the building. There was clarification about the masonry proposed. It was suggested that this portion be tabled and that the two Commission architects have the opportunity to meet with staff and the applicant to discuss possible architectural changes.

Feedback regarding the specimen trees is that the White Pine should be removed but many Commissioners commented that they feel the Sugar Maple is a beautiful tree and it adds beauty to that corner and they wish to preserve the Sugar Maple. It was suggested that the tree be moved to the north and west of its current location in an effort to save the tree.

Action

Commissioner Choren made a motion to table the building plan to allow the Commission architects time to meet with staff and the applicant. The site plan, lighting plan, landscape plan, specimen tree removal requests should be approved subject to conditions in the staff report.
Commissioner Jim Schaefer seconded the motion.

Commissioner Becky Schaefer made a friendly amendment to preserve or relocate the Sugar Maple.

Commissioner Choren and Commissioner Jim Schaefer accepted the friendly amendment.

Discussion regarding the Sugar Maple concluded that the preference is to relocate the tree to an unobstructed location.

Attachment: PC minutes_11-23-20 (5807 : Planning Commission meeting minutes of November 23, 2020)

Action
Commissioner Choren restated his motion to table the building plan to allow the Commission architects time to meet with staff and the applicant. The site plan, lighting plan and landscape plan to be approved subject to conditions in the staff report. The Sugar Maple specimen tree is to remain where it is and it if does not survive, it will be removed as originally recommended.
Commissioner Jim Schaefer seconded the motion.

Action
Ald. Nerbun made an amendment to relocate the Sugar Maple to the north and west portion of the corner; exact location to be approved by staff.
Commissioner Choren seconded the amendment.
A roll call was taken, vote passed (8-0)

The Commission then voted on the original motion made by Commissioner Choren with the accepted and approved motion regarding the relocation of the Sugar Maple specimen tree.
A roll vote was taken, vote passed (8-0)

RESULT:	**APPROVED WITH CONDITIONS [9 TO 0]**
MOVER:	Martin Choren, Commissioner
SECONDER:	James Schaefer, Commissioner
AYES:	Wirth, Nerbun, Bach, Choren, Gentges, Lemke, J. Schaefer, R. Schaefer, Stoker

4) Announcements

The next meeting is Monday, December 14, 2020 at 6:00 p.m.

5) Adjourn

Action
Commissioner Stoker made a motion adjourn.
Commissioner Lemke seconded the motion.
A voice vote was taken; vote passed (8-0)

The meeting concluded at 6:42 p.m.

Respectfully Submitted,

Jac Zader

Attachment: PC minutes_11-23-20 (5807 : Planning Commission meeting minutes of November 23, 2020)

City of Mequon

Virtual Meeting
Mequon, WI 53092
Phone: 262-236-2904
Fax: 262-242-9655

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Department of Community Development
Taped and Televised

PLANNING COMMISSION
Policy Subcommittee
Monday, November 9, 2020
6:00 PM
Virtual Meeting

Minutes

1) Call to Order, Roll Call

Present:
Chair John Wirth
Alderman Brian Parrish
Commissioner Greg Bach
Commissioner Dan Gentges
Commissioner Stephanie Hawley
Commissioner John Stoker
Commissioner James Schaefer - **Absent**

Mayor Wirth called the meeting to order at 6:00 p.m. and reviewed the teleconference procedures.

2) Approval of Minutes from October 12, 2020

a) Minutes from October 12, 2020

Action
Commissioner Bach made a motion to approve the October 12, 2020 minutes.
Commissioner Stoker seconded the motion.
A voice vote was taken; vote passed (6-0)

RESULT:	**APPROVED [6 TO 0]**
MOVER:	Greg Bach, Commissioner
SECONDER:	John Stoker, Commissioner
AYES:	Wirth, Parrish, Bach, Gentges, Hawley, Stoker
ABSENT:	Schaefer

3) Draft Mixed-Use Commercial Zoning Standards for Ulao Creek

Attachment: PC Policy Minutes_11.09.20 (5808 : Planning Commission Policy Subcommittee meeting minutes of November 9, 2020)

a) Draft Mixed-Use Commercial Zoning Standards for Ulao Creek (generally the area bound by I-43 to east, Highland Road to south, Oriole Lane /Ulao Creek to west and Pioneer Road to north).

Dir. Tollefson stated the Subcommittee has been vetting through the use chart; specifically, the development standards. She stated that there are three topics that need to be further discussed and reconciled:

1. Senior Housing: Both the definition of Continuum of Care and the typical types of amenities offered (both medical services and lifestyle amenities offered).
2. Commercial/Industrial Land Uses.
3. Commercial Building size.

1.) Regarding the Senior Housing item; there has been both public opinion reaction and market demand (based on 2013 market analysis) of moderate support for both market-rate age-restricted housing as well as full service senior housing. Continuum of Care, Medical Services and Social Services have been included in the specific development standards in the use chart; which includes a list of typical services included in each of these categories. This provides a baseline level of programming and allows for flexibility for approvals by the Planning Commission and Common Council going forward as senior housing is currently only allowed under a Planned Unit Development (PUD).

Public Comment
Sonja Leonard stated that she feels that senior housing is a desired use and the market has greatly changed in terms of what is now offered by senior housing providers. She requests that market-rate, age-restricted housing be allowed and not solely continuum of care facilities and services.

Dir. Tollefson reminded the Subcommittee that feedback from the neighborhood open house resulted in 50% support for senior housing in the Ulao Creek quadrants and 40% support from the city survey for this type of use in this location

There was supportive feedback from the Subcommittee of senior housing/full-service retirement care communities. There is interest in age-restricted market rate housing on a small scale but not for a large multi-family residential development.

Mayor Wirth stated that the language in the use chart needs to be very specific regarding what type of senior housing is allowed (smaller scale, smaller mass) and that the PUD is not to be used as a method to allow for a multi-level residential building/development. He feels that it is very important to have specifics defined in the technical standard section.

Generally, the Subcommittee commented on market rate duplex structures up to 4 units; depending on the style and design but it must be included in a PUD, include lifestyle amenities and design standards for the structure. It is not supported on the four Neighbor Commercial zoning corners of the area. It is preferred on the east side of Port Washington Road but not limited to that side.

Attachment: PC Policy Minutes_11.09.20 (5808 : Planning Commission Policy Subcommittee meeting minutes of November 9, 2020)

The Subcommittee voiced support for townhouses but not more than 2-stories, ranch style is preferred and no more than 3 units wide. Design standards need to be controlled.
It was requested that 2-3 examples of well- designed duplexes be provided.

Full continuum of care service facilities are also supported.

Dir. Tollefson commented that the 7-acre parcel immediately north of the hospital is a unique parcel in terms of buildability with acreage along the street frontage and she suggested that this specific parcel could be zoned for senior housing.

2.) Dir. Tollefson stated that the categories that apply to the industrial uses are building construction, specialty trade and manufacturing trade. Mayor Wirth commented that he would like “material suppliers” and “sub-contractors” added to the list along with contractors.

The Subcommittee was asked to review the four categories in the chart under construction uses on page 16 of the packet. There was discussion regarding the minimum size building required. There is consensus that there should be a required building size minimum; but the required size was not yet determined. There was continued discussion about this area and the market and what types of uses are an appropriate fit. Dir. Tollefson stated that she feels that this zoning district has a diverse set of uses, which are exclusive and somewhat restrictive and that the design standards will be most important in terms of the visual impact rather than the actual uses.

There was discussion about the different zoning districts, and which districts should be assigned to which parcels of the Ulao Creek area. Dir. Tollefson commented that she believes that senior housing, especially continuum of care, given the economics and desired density; that the lack of public sewer service will most likely be a deterrent to developers north of Bonniwell. It would be more appropriate on the east side of the road, south of Bonniwell because a developer could extend sewer service there. Although Dir. Tollefson is not recommending an extension of the sewer service area at this time, a developer with a sizable project would at least have the opportunity to request extension of the sewer service in that area. She also believes that there is some synergy with senior housing in that location given the surrounding context: Christ Church and Missing Links are good neighbors and not an undesirable view, proximity of location across the street from the hospital, near Concordia and New Castle and close to some lower intensity commercial land uses that may be desirable to a senior. The area offers amenities such as walkability to the Highland House, the hospital for medical appointments and the lake shore bluff at Concordia.

It was concluded that making distinctions for different zoning makes the most sense; different zoning north of Bonniwell than south of Bonniwell.

Mayor Wirth requested that some of the language be clarified in those four categories. The definition of the flex industrial is acceptable, but the design standards need to be specified to ensure control of architecture and landscape.

Attachment: PC Policy Minutes_11.09.20 (5808 : Planning Commission Policy Subcommittee meeting minutes of November 9, 2020)

4) Draft Residential Cluster Zoning Standards for Ulao Creek

a) Draft Residential Cluster Zoning Standards for Ulao Creek (generally the area bound by I-43 to east, Highland Road to south, Oriole Lane /Ulao Creek to west and Pioneer Road to north).

Dir. Tollefson stated that staff meet with the property owners that would be affected by this change in residential land use. The commonality of feedback from those property owners that live on their properties is that they are happy that it will remain a residential land use but that they are not happy about the ¾-acre density minimum for a residential cluster subdivision. They understand the compromise as it will achieve the preservation of open space. Property owners that do not live on their properties were very happy about the ¾-acre density zoning change.

This is on the agenda tonight because Chris Royce, a property owner on the west side of Oriole Lane whose property was changed from a 5-acre minimum lot size to a 2 ½ -acre minimum lot size, has submitted a request that it be changed to a 2-acre minimum lot size and she wanted a chance to speak to the Subcommittee this evening.

Dir. Tollefson explained that after tonight's meeting, the map and the parcels receiving the new zoning district will be approved and all discussions complete. It will then be presented to Planning Commission and Common Council for final approvals along with any other zoning districts approved and recommended by the Subcommittee.

Mayor Wirth stated that the Subcommittee should have received an email from Ms. Royce, an email from one of the adjoining property owners that expresses concern about any change as well as an email from former Mayor Dan Abendroth that he feels that 2.5-acre minimum lot size is a decent compromise; although he prefers the 5-acre minimum lot size.

Public Comment

Ms. Royce stated that her property is about 54.45 acres total with 20 acres in the 100-year flood plain and wetland surrounding Ulao Creek to the north and has approximately 30-35-acres of highland. Using the 5-acre yield survey map she projected that eight 5-acre lots could yield, at best, sixteen 2.5-acre lots. She is requesting 2-acre minimum zoning or less, in an effort to yield two additional clustered lots. She feels that this is a more optimal use of this property given the surrounding neighborhood which includes the hospital, college and community services. She stated that she receives many inquiries about when the property may be developed; mainly from young families wanting to live near Oriole Lane School and the hospital. She feels that 2.5-acre zoning may be too large for these types of families and requests a zoning change to the 2-acre minimum lot size.

There was feedback from the Subcommittee to maintain the 2.5-acre minimum as some believe that it better fits the rural character of the surrounding area and the difference in zoning of adding two additional homes is minimal. There was also concern about drainage from this property as it is located close to the river. There was opposing argument that this could be zoned with even 2-acre density as it would be a desirable property for development and that drainage issues can be addressed and handled. It was mentioned that two homes do make a difference to a developer.

Attachment: PC Policy Minutes_11.09.20 (5808 : Planning Commission Policy Subcommittee meeting minutes of November 9, 2020)

Action
Commissioner Stoker made a motion to reduce the zoning requirement to 2-acre minimum lots size for Ms. Royce's 45-acre parcel.
Commissioner Hawley seconded the motion.
A voice vote was taken; vote passed (4-2) (No: Ald. Parrish, Bach)

RESULT:	**APPROVED [4 TO 2]**
MOVER:	John Stoker, Commissioner
SECONDER:	Stephanie Hawley, Alternate
AYES:	Wirth, Gentges, Hawley, Stoker
NAYS:	Parrish, Bach
ABSENT:	Schaefer

5) Land Use Plan Map and Zoning Map Amendment for Residential Cluster Zoning Standards for Ulao Creek

a) Land Use Plan Map and Zoning Map Amendment for Residential Cluster Zoning Standards for Ulao Creek (generally the area bound by I-43 to east, Highland Road to south, Oriole Lane /Ulao Creek to west and Pioneer Road to north).

Action
Commissioner Stoker made a motion to approve the amendment to the Land Use Plan Map and Zoning Map for Residential Cluster Zoning Standards for Ulao Creek.
Ald. Parrish seconded the motion.
A voice vote was taken; vote passed (4-2) (No: Wirth, Bach)

6) Land Use Pland and Zoning Map Amendment for Neighborhood Commercial Zoning Standards for Ulao Creek

a) Land Use Plan Map & Zoning Map Amendment for Neighborhood Commercial Zoning Standards for Ulao Creek (generally the area bound by I-43 to east, Highland Road to south, Oriole Lane /Ulao Creek to west and Pioneer Road to north).

Mayor Wirth said he does not support this because he feels there is too much land on the northwest corner of Highland and Port Washington Roads, he does not believe that it should extend past the western border of the Highland House and he feels that the parking lot is not fair to the residents living across the street from it.

Action
Ald. Parrish made a motion to approve the amendment to the Land Use Plan Map and Zoning Map for Neighborhood Commercial Zoning Standards for Ulao Creek.
Commissioner Stoker seconded the motion.
A voice vote was taken; vote passed (4-2) (No: Wirth, Bach)

Attachment: PC Policy Minutes_11.09.20 (5808 : Planning Commission Policy Subcommittee meeting minutes of November 9, 2020)

RESULT:	**APPROVED [4 TO 2]**
MOVER:	Brian Parrish, Alternate Alderman
SECONDER:	John Stoker, Commissioner
AYES:	Parrish, Gentges, Hawley, Stoker
NAYS:	Wirth, Bach
ABSENT:	Schaefer

7) Announcements

The Subcommittee decided to add a meeting on Monday, December 7th at 6:00 p.m.

8) Adjourn

Action
Commissioner Bach made a motion to adjourn the meeting.
Commissioner Stoker seconded the motion.
A voice vote was taken; vote passed (6-0)

Respectfully Submitted,

Kim Tollefson

Attachment: PC Policy Minutes_11.09.20 (5808 : Planning Commission Policy Subcommittee meeting minutes of November 9, 2020)

City of Mequon

Virtual Meeting
Mequon, WI 53092
Phone: 262-242-3500
Fax: 262-242-7655

www.ci.mequon.wi.us
Police and Fire Departments

PUBLIC SAFETY COMMITTEE
Tuesday, October 13, 2020
5:15 PM
Virtual Meeting

Minutes

1) Call to Order

Present:
Chair Kathleen Schneider
Alderman Mark Gierl
Alderman Dale Mayr

Also Present: Police Chief Pryor, Fire Chief Bialk, Public Works Director Lundeen, Executive Assistant Kowalchuk and interested public

2) Approve Meeting Minutes

Public Safety Committee - Regular Meeting - Sep 8, 2020 5:30 PM

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

AYES: Schneider, Gierl
NOT PRESENT: Mayr

3) Resolutions
Action requested: review and recommend approval

a. **RESOLUTION 3771** A Resolution Approving the Ozaukee County Hazard Mitigation Plan Update: 2020-2025

Alderman Schneider introduced this item for discussion and explained that elected officials also received information within their Common Council packet on this proposed resolution.

Based on all the information received, the following suggestions were made:

- Mequon will not be renewing its contract with the Hyper-Reach Emergency Telephone Notification System in 2020 - so its inclusion in the proposed plan should be removed.
- Other public communication options to list could be the City's website, the City Weekly Bulletin email that residents can subscribe to, the Police Department's

Attachment: Public Safety minutes_10-13-20 (5785 : Public Safety Committee meeting minutes of October 13, 2020)

Facebook page and the Fire Department's Facebook page.

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

AYES: Schneider, Gierl
NOT PRESENT: Mayr

b. **RESOLUTION 3772** A Resolution Approving the Purchase of a Fire Department Pickup Truck from Ewald Automotive Group, Hartford, Wisconsin, and Application of Vehicle Graphics from Letters & Signs, Mequon, Wisconsin in the Total Amount of $32,811

Chief Bialk summarized the written information provided on the proposed truck purchase stating that all the equipment from the old truck can be transferred onto the new truck, and the funds received from the sale of the old truck will help offset this new truck purchase.

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

AYES: Schneider, Gierl
NOT PRESENT: Mayr

4) Discussion

Traffic Concerns on Country Club Dr and Lagoon Court - Follow Up

The North Shore Estates Homeowners Association is asking that the Public Safety Committee consider the following for their subdivision:

- Relocation of existing speed limit signs, and
- Addition of "check your speed signs"
- The homeowners Association has provided a map that indicates where they would like the relocated and new signs placed within the subdivision.

During this discussion, committee members also considered the Wisconsin Manual on Uniform Traffic Control Devices as well as recent City budget discussions.

Motion to add/place "check your speed signs" and relocate the existing speed signs as requested by, and at the cost of the North Shore Estates Homeowners Association.

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

Attachment: Public Safety minutes_10-13-20 (5785 : Public Safety Committee meeting minutes of October 13, 2020)

AYES:	Schneider, Gierl, Mayr

5) Adjourn

Motion to adjourn the meeting at 5:26 PM.

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

AYES:	Schneider, Gierl, Mayr

Respectfully Submitted,

Diane Kowalchuk
Executive Assistant

Attachment: Public Safety minutes_10-13-20 (5785 : Public Safety Committee meeting minutes of October 13, 2020)

City of Mequon

Virtual Meeting
Mequon, WI 53092
Phone: 262-236-8145
Fax: 262-242-9655

www.ci.mequon.wi.us
Public Works Department

PUBLIC WORKS COMMITTEE
Tuesday, November 10, 2020
6:30 PM
Virtual Meeting

Minutes

1) Call to Order, Roll Call
Chair Parrish called the meeting to order at 6:33 PM.

Present:
Chairman Brian Parrish
Alderman Jeffrey Hansher
Alderman Mark Gierl

Director of Public Works/City Engineer Lundeen, Deputy Director of Public Works Weyker, City Attorney Sajdak, and Administrative Assistant Deuster.

2) Approval of Minutes

a. October 13, 2020 Minutes

RESULT: **Approved [Unanimous]**
MOVED BY: Alderman Gierl
SECONDED BY: Alderman Hansher

AYES: Parrish, Hansher, Gierl

3) Resolutions

Action requested: review and recommend approval

a. **RESOLUTION 3780** A Resolution Awarding a Contract for the Design of Proposed Pedestrian and Traffic Safety Improvements Along Mequon Road from Buntrock Avenue East Towards Cedarburg Road, to R.H. Batterman & Co, Inc. of Beloit, Wisconsin in an Amount Not-To-Exceed $166,430

Director of Public Works/City Engineer Lundeen stated this contract is required as a result of the decisions the common council made with respect to the additional traffic measures on the corridor and requirements WisDOT has made for the traffic signal at Weston Drive.

RESULT: **Approved [Unanimous]**
MOVED BY: Alderman Parrish
SECONDED BY: Alderman Hansher

Attachment: 11-10-2020 Mins_Public Works (5800 : Public Works Committee meeting minutes of November 10, 2020)

AYES:	Parrish, Hansher, Gierl

b. **RESOLUTION 3781** A Resolution Awarding a Contract for Remodeling Improvements at the East Side Fire Station (Station 2) to J.H. Hassinger of Menomonee Falls, Wisconsin in the Amount of $64,955

RESULT: **Approved [Unanimous]**
MOVED BY: Alderman Hansher
SECONDED BY: Alderman Gierl

AYES:	Parrish, Hansher, Gierl

4) Discussion Items

a. Drainage CIP Recommendations (Prairie View Lane)

Brent Teske, Water Resources Engineer and Laura Rozumalski, P.E. of FreshWater Engineering LLC provided a follow-up presentation on the research completed along Prairie View Lane.

Alderman Parrish made a motion to proceed with Prairie View Lane and Revere Lane culvert and ditch widening as a single project on the drainage CIP list as number 2 in priority. Lakeshore, MMSD, and Pinehurst culvert replacement would be a joint item brought back at another meeting to determine the priority on the drainage CIP list. The Shorecliff Lane project would also be reviewed at a later meeting for the priority listing.

RESULT: **Approved [Unanimous]**
MOVED BY: Alderman Parrish
SECONDED BY: Alderman Hansher

AYES:	Parrish, Hansher, Gierl

b. Report of Illegal Yard Waste Disposal along River Forest

Director of Public Works/City Engineer Lundeen stated staff is asking for time to see if the enforcement action is effective. Residents and staff expressed some concerns and confusion regarding the ownership of the property in question. Enforcement staff did notify the area residents of City regulations and property ownership. If enforcement is not effective, staff would bring the item back for evaluation of placement of signs.

c. 2020 Work Plan (11.10.20)

Director of Public Works/City Engineer Lundeen provided an update to the 2020 work plan.

Attachment: 11-10-2020 Mins_Public Works (5800 : Public Works Committee meeting minutes of November 10, 2020)

5) Motion to Adjourn at 7:14 PM.

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

AYES:	Parrish, Hansher, Gierl

Respectfully Submitted,

Casey Deuster
Administrative Assistant

Attachment: 11-10-2020 Mins_Public Works (5800 : Public Works Committee meeting minutes of November 10, 2020)

City of Mequon

Virtual Meeting
Mequon, WI 53092
Phone: 262-236-2934
Fax: 262-242-9655

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Public Works/Engineering
Taped and Televised

SEWER UTILITY DISTRICT COMMISSION
Tuesday, November 10, 2020
7:30 PM
Virtual Meeting

Minutes

1) Call to Order, Roll Call
Commissioner Wirth called the meeting to order at 7:35 PM.

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, Assistant City Administrator Schoenemann, City Attorney Sajdak, Finance Director Krueger, Director of Public Works/City Engineer Lundeen, Deputy Director of Utilities Driscoll, and Administrative Assistant Deuster.

2) Approval of Meeting Minutes

a. October 27, 2020 Minutes

RESULT:	**Approved [Unanimous]**
MOVED BY:	Commissioner Parrish
SECONDED BY:	Commissioner Hansher

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

3) Ordinances
Action requested: review and recommend approval

Attachment: 11-10-2020 Mins_Sewer Utility District Commission (5799 : Sewer Utility District Commission meeting minutes of November 10,

a. **ORDINANCE 2020-1582** An Ordinance Appropriating the Necessary Funds from the City of Mequon's Sewer Utility District for the Year 2021 for Capital Charge Payments to the Milwaukee Metropolitan Sewerage District (MMSD) and City of Mequon Capital Debt Service Requirements

Finance Director Krueger clarified this is a steady tax levy.

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

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

4) Motion to Adjourn 7:38 PM.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Commissioner Hansher
SECONDED BY: Commissioner Schneider

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

Respectfully Submitted,

Casey Deuster
Administrative Assistant

Attachment: 11-10-2020 Mins_Sewer Utility District Commission (5799 : Sewer Utility District Commission meeting minutes of November 10,

2020 PARK ANNUAL REPORT

CITY OF MEQUON

Attachment: 2020 Annual Report Final (5798 : 2020 Annual Report for Park and Open

GET OUTDOORS!

If 2020 has taught us one important lesson, it's to appreciate the natural world. Although 2020 looked vastly different then most of us would have expected, the parks and open spaces of Mequon experienced a resurgence from the community!

Our 25 parks and open spaces saw increased use, not from the usual rentals or events, but family members that hadn't seen each other sharing a picnic lunch, or families with households of virtual learners and workers that just needed to take a walk, as well as user groups operating under a whole new list of protocols that focused on keeping everyone safe and still being able to play games that they love.

The National Recreation and Park Association names " Three Pillars" by which a healthy park system can benefit a community. One of those "Three Pillars" that maybe had the highest importance this year is, **Health and Wellness.** It is believed that *parks are essential in combating important health issues such as nutrition, hunger, obesity, physical inactivity, and mental health.*

Without question, 2020 put a greater emphasis on just how lucky we all are to have access to these important resources in our community.

I'd like to thank the members of the Common Council, Park and Open Space Board, and the user groups for making 2020 a challenging, but successful year.

Thank you, Parks and Forestry Superintedent

Mission Statement

The mission of the Park and Open Space Board and Parks Department is to acquire, improve and maintain the City's park and open space for the purpose of providing space for active and passive recreational activities, land and water preservation and restoration, and environmental education for its residents.

Attachment: 2020 Annual Report Final (5798 : 2020 Annual Report for Park and Open

LETTER FROM THE CHAIR

Welcome to the first "Annual Report of the Park and Open Space Board"!

On October 10, 2017 the Common Council adopted ordinance 2017-1505, combining the Park Board and the Open Space Commission. The newly created ***City of Mequon Park and Open Space Board's*** purpose is to promote and provide active and passive recreational activities, land and water preservation and restoration, and environmental education for the city's residents.

Since inception, working with the Park and Forestry Superintendent, the Board has focused its efforts on:

- addressing facilities maintenance
- maintaining and improving park operations to meet the level of service and quality expected by our residents and the numerous outstanding community user groups
- completing a long-term comprehensive plan for our "Park and Open Space System" and drafting "Master Plans" for three of our community parks
- efficiently responding to dramatically changing events and demands

The Boards efforts represent a deep commitment to continuous improvement and an appreciation of the efforts of former citizens and staff, while recognizing the potential opportunities the Park and Open system provides for the City of Mequon to be the best place to live, work and play.

The Board wishes to thank the Common Council and the Mayor for their ongoing support and is pleased to submit the 2020 Annual report.

-Patrick Marchese, Chair

Park and Open Space Board Members

Pat Marchese, Chair
Jason Cain, Vice Chair
Joe Branch
Gerald Vite
Geoff Hurtado
John Lhost
Kay Amland
James Lysaught
Anton Usowski, Alternate
Breanne Plier, Alternate
Peter Bratt, Alternate
Brian Parrish- Aldermanic Rep
Kathleen Schneider- Alt Aldermanic Rep.

Common Council

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

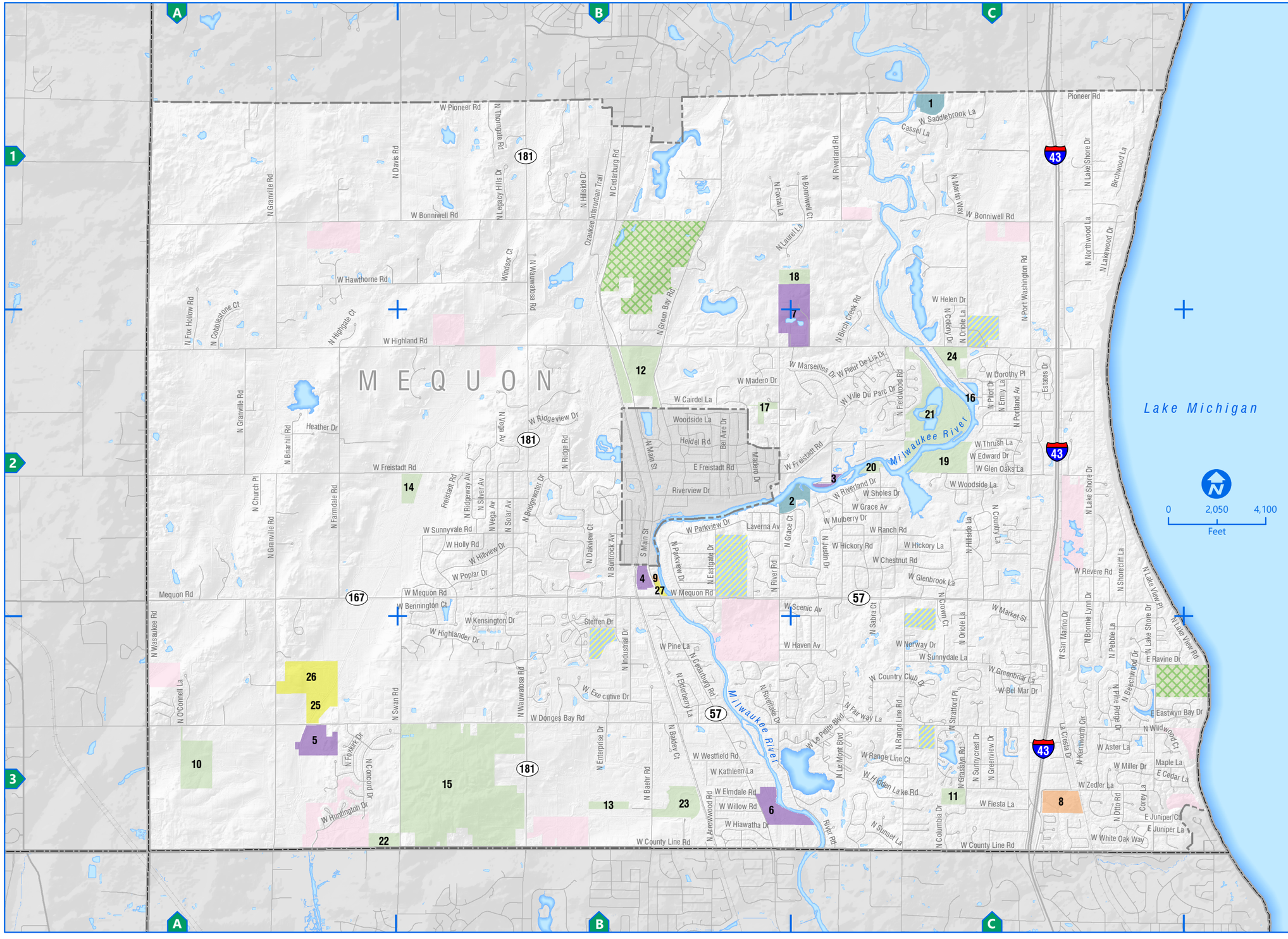
City Administrator

Will Jones

Attachment: 2020 Annual Report Final (5798 : 2020 Annual Report for Park and Open

2020 CITY OF MEQUON PARK MAP

Attachment: 2020 Annual Report Final (5798 : 2020 Annual Report for Park and Open



LEGEND

EXISTING CITY PARKS

- Neighborhood Parks
- Community Parks
- Special-Use Parks
- Conservancy, Open Space & Natural Areas

OTHER

- Future Parks
- Schools
- County Parks
- DNR property, MMSD conservation land, private park and other natural and/or recreational areas

NEIGHBORHOOD PARKS

1. Garrison's Glen (C-1)
2. Riverview Park (B-2)
3. Villa Grove Park (C-2)

COMMUNITY PARKS

4. Lemke Park (A-3)
5. Civic Center Park (B-2)
6. River Barn Park (B-3)
7. Rotary Park (C-1)

SPECIAL-USE PARKS

8. Katherine Kearney Carpenter Park (C-3)
9. Settlers Park (B-2)

CONSERVANCY, OPEN SPACE AND NATURAL AREAS

10. (Burcyk) MMSD Property (A-3)
11. Grasslyn Nature Preserve (C-3)
12. Highland Woods (B-2)
13. Lily Lane Nature Preserve (B-3)
14. Little Menomonee Nature Pres. (B-2)
15. Mequon Nature Preserve (B-3)
16. Moonlight Lnading (C-2)
17. Prinz Nature Preserve (B-2)
18. Pukaite Woods (C-1)
19. River Forest Nature Preserve (C-2)
20. Scout Park (C-2)
21. Shoreland Nature Preserve (C-2)
22. Swan Road Prairie (A-3)
23. Trinity Creek Wildlife Habitat (B-3)
24. Willow Bay Nature Preserve (C-2)

FUTURE PARKS

25. (Babiaz) MMSD Property (A-3)
26. (Hoering) MMSD Property (A-3)
27. Town Center Riverfront Park (B-2)

AYRES ASSOCIATES

Existing Parks

Mequon Park & Open Space Plan

CITY OF MEQUON
11333 N. Cedarburg Rd.
Mequon, WI 53092
Project 52-0658 • 11.1.2019

MAP 1

Attachment: 2020 Annual Report Final (5798 : 2020 Annual Report for Park and Open Space Board)

RENTALS AND INCOME

Attachment: 2020 Annual Report Final (5798 : 2020 Annual Report for Park and Open

2020 PAVILION AND SPORTS RENTALS

Sports Rentals/ Usage

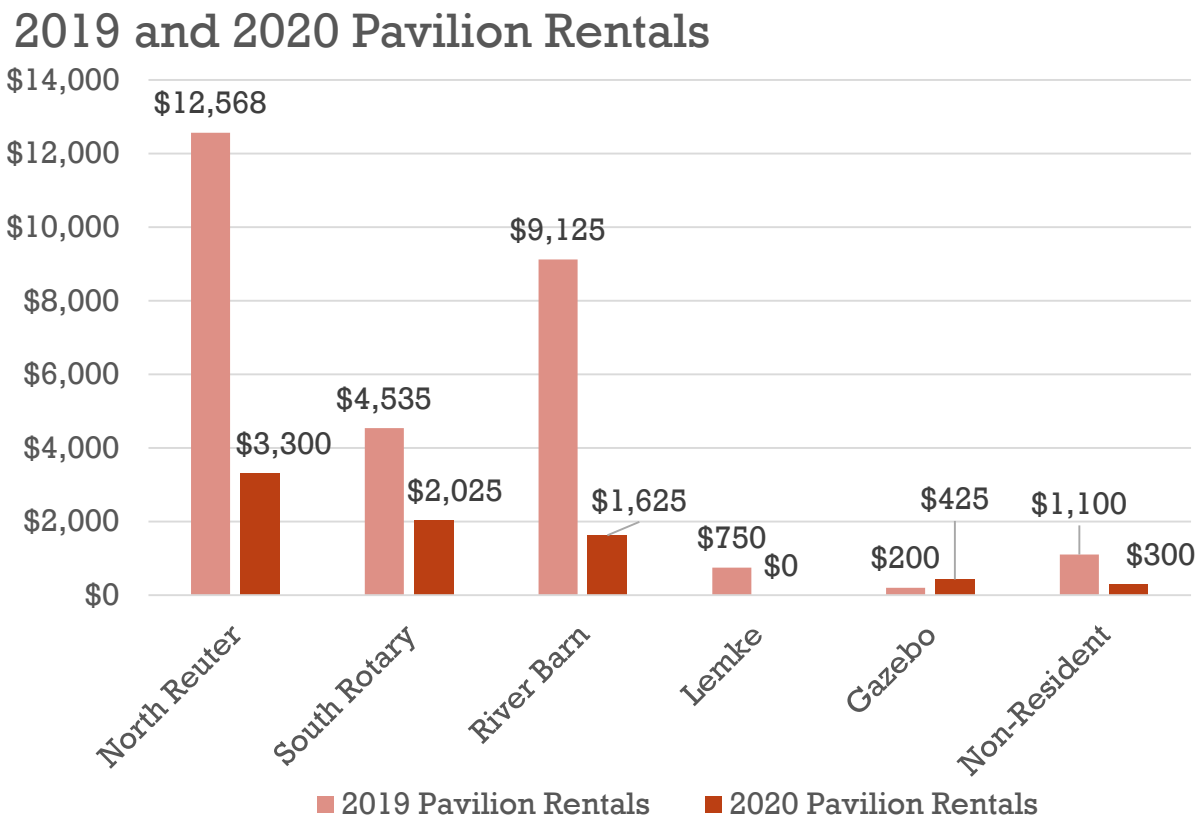
- BATS Academy Baseball and Softball- Spring and Fall
- Bigler Sports- Spring Tournament and Fall Ball
- BOSS Baseball- Spring and Fall
- HHS Baseball and Softball- Spring and Fall
- HHS Cross Country- Meet
- MATC Softball – Fall Ball
- Milwaukee Baseball Academy- Fall Ball
- Milwaukee Wave- Summer Camp
- North Shore United Soccer- Spring and Fall
- T-M Twins- Spring/Summer
- MTBA- Mequon Heat – Spring and Fall

Large Park Events

- Jewish Food Festival
- Highlander Battle- Baseball Tournament
- Bigler Baseball- Father's Day Tournament

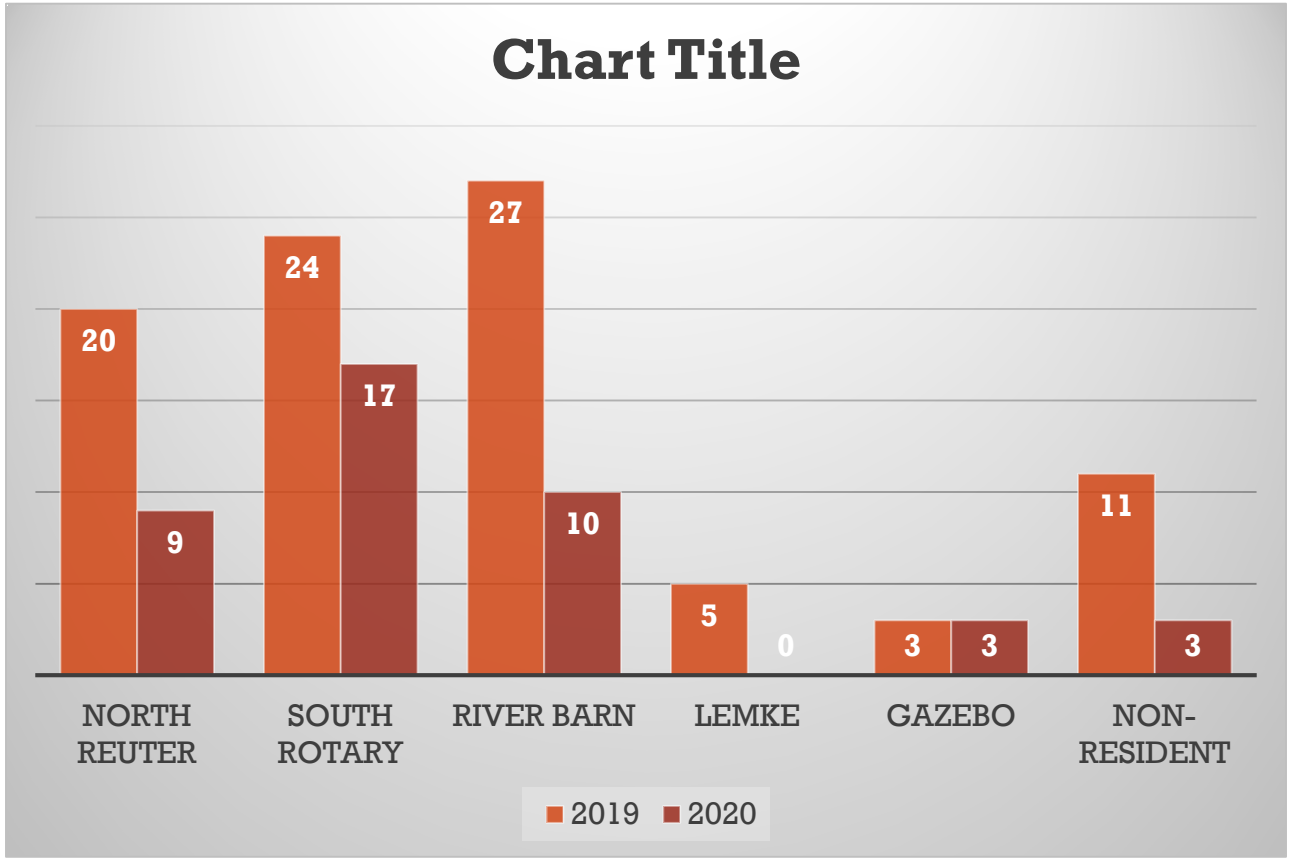
Attachment: 2020 Annual Report Final (5798 : 2020 Annual Report for Park and Open

2020 AND 2019 PAVILION RENTAL INCOME COMPARISON



Attachment: 2020 Annual Report Final (5798 : 2020 Annual Report for Park and Open

NUMBER OF RENTALS IN 2019 AND 2020



Attachment: 2020 Annual Report Final (5798 : 2020 Annual Report for Park and Open

PARK SERVICES- MAINTENANCE, BEAUTIFICATION, AND SUPPORT

- Operations and Maintenance- staffing hours dedicated 2020

- **Facilities**- Serviced 7 days a week – for 238 days total from March- November – for an average of 4.0 hours/day = 952 hours.

- November-March - Off-season building operations = additional 350 hours of pressure washing, painting, cleaning, stripping/waxing, polishing, projects

- **Landscape**- cleanups, mulching, planting, watering, pruning, playground chip, brushing, gravel installation, building, spraying, mowing, rolling, aerating, etc.

- = 4250 hrs./year

- **Equipment=** 315 hrs./year

- **Athletic Facilities=** 1055hrs./year

- **EAB Removal and Replacement (parks)**- 300hrs./year
  - Removal 150 ash trees
  - Planted 35 trees
  - Parks impacted in 2020:
    - Riverview, Settlers, Villa Grove, Lemke, River Barn and Community Park

Attachment: 2020 Annual Report Final (5798 : 2020 Annual Report for Park and Open

2020 PARK IMPROVEMENT PROJECTS OF NOTE

- **Rotary Pavilion Facade Improvement Project**
  - LP siding installation
  - Aluminum facia installation
  - Exterior painting
  - Interior painting
  - Floors stripped and epoxied
  - New window installation
  - Countertops
  - LED lighting conversion
- **Garrison's Glen Kayak Launch**
  - New retaining walls and ramps
  - Staining
- **Rotary Park Pond Bridge**
  - Pressure Washed
  - Sanded
  - Stained
- **Highland Woods Forestry Mowing**

Attachment: 2020 Annual Report Final (5798 : 2020 Annual Report for Park and Open

NORTH REUTER KITCHEN UPDATES

Attachment: 2020 Annual Report Final (5798 : 2020 Annual Report for Park and Open

SOUTH ROTARY PAVILION UPGRADES

Attachment: 2020 Annual Report Final (5798 : 2020 Annual Report for Park and Open

RIVER BARN PAVILION UPGRADES

Attachment: 2020 Annual Report Final (5798 : 2020 Annual Report for Park and Open

2020 VOLUNTEER PROJECTS

1,500 hours of volunteer time during 2020 from the following groups:

- Grasslyn Nature Preserve- Invasive Removal/ Park Stewardship
- Willow Bay- Tree Planting
- Highland Woods Eagle Scout Projects
  - Trail maintenance and widening
  - Flag installation
- Rotary Club/ Pukaite Woods- Invasive Removal Utilizing Goats
- Rotary Club- Civic Campus Pruning
- Rotary Club, OWLT, Pack 865- Invasive Removal
- Rennicke and Schmit- Field Restoration Workday
- MATC Forestry - EAB Removal

Attachment: 2020 Annual Report Final (5798 : 2020 Annual Report for Park and Open

PRIORITIZED CAPITAL PROJECT LIST FOR 2021

- Reuter Pavilion Façade Project
  - Roof
  - Gutters
  - Facia
  - Doors
  - Interior Finishes
- River Barn Interior Finishes
- Planning and Design for Bathrooms at Lemke
- Rotary Fishing Pier Replacement
- Rotary Field Drainage
- Rotary Parking Lot Replacement

Attachment: 2020 Annual Report Final (5798 : 2020 Annual Report for Park and Open

FUTURE CAPITAL IMPROVEMENT PROJECT(CIP) PRIORITY LIST

SOURCES OF FUNDING TO BE DETERMINED

Park Location	Description/General
Rotary Pavilion	Facade project- siding, paint, lighting
Lemke	Bathroom/Concession/Storage Facility
Rotary (Reuter)	Musical Playground
Rotary	ADA Fishing Pier, Path, Stone Platforms
Reuter Pavilion	Roof, Painting, LP Fascia
Garrison's Glen	Canoe/ Kayak Ramp
River Barn	Tree relocation, river portals, river trails, prairie
Katherine Kearney	West Parking lot
Katherine Kearney	Ash removal and replant
Rotary	Basketball and Pickleball Court and Fence
Rotary Pavilion	All inclusive playground
Rotary Pavilion	Bolt-on/Expansion/Water/ ADA restrooms
All Parks	EAB removal and Replacement
Lemke	Design for Facility
Reuter Pavilion	Building Replacement
All Parks	ADA audit and Compliance- as developed
Rotary	Electrical upgrade
Rotary	Walking Paths (hardsurface)
Rotary Park	Memory Garden- rebuild pergola/information sign
Community Park	Replace Bleachers
Community Park	Remove and Replace Asphalt paths, connect OIT

Attachment: 2020 Annual Report Final (5798 : 2020 Annual Report for Park and Open

FUTURE CAPITAL IMPROVEMENT PROJECT(CIP) PRIORITY LIST – PAGE 2

SOURCES OF FUNDING TO BE DETERMINED

Park Location	Description/General
Rotary	Improve Drainage
All Parks	Wayfinding/Directional Signage (New)
Garrison's Glen	Footbridge and connecting path to the west
Rotary	Gravel path to memory garden/ rebuild structures
Garrison's Glen	Shoreline restoration
Villa Grove	Restroom Shelter
Rotary (Gazebo)	Widen Asphalt Drive (GOG?)
All Parks	LED Lighting Conversion
Rotary (Reuter)	Parking Lot Reconfiguration
Riverview Park	Dish Golf Course
Riverview Park	Relocate Archery Range
River Barn	Canoe/ Kayak launch
All Parks	Sport Field Lighting
River Barn	Baseball Fencing
Lemke	Football Field Relocation
Lemke	New 12 and Under Baseball Field
All Parks	Drinking Fountains
Rotary and River Barn	Scoreboards
Park Repaving	Rotary, Katherine Kearney, Villa Grove, Riverview
River Barn and Lemke	Basketball Courts

Attachment: 2020 Annual Report Final (5798 : 2020 Annual Report for Park and Open

THANK YOU TO OUR COMMUNITY PARTNERS

Mequon Community Foundation	Rotary Club	Lions Club	Boy Scouts and Girl Scouts	B.A.T.S Academy
BOSS Baseball	Mequon Thiensville Baseball Association-Mequon Heat	Bigler Sports	MATC Softball	Cardinal Football
North Shore United Soccer	Pommerntag	Gathering on the Green	Milwaukee Wave Soccer	M-T Twins
		Homestead High School		

Attachment: 2020 Annual Report Final (5798 : 2020 Annual Report for Park and Open

City of Mequon

11333 N. Cedarburg Road
Mequon, WI 53092
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 8, 2020**
SUBJECT: **RESOLUTION 3793 A Resolution Authorizing Final Plat Approval for The Enclave at Mequon Preserve - Phase IV, Consisting of 14 Lots within an 82-Lot Single-Family Subdivision Located at 10565 N. Wauwatosa Road**

Background

The applicant is requesting final plat approval for the first phase of The Enclave II subdivision located at 10565 N. Wauwatosa Road. The first phase consists of 14 of the 82 lots that comprise the conservation subdivision. The development includes the use of fourteen (14) Transfer of Development Rights (TDR) credits which will need to be extinguished by the City. To accomplish this, the City Attorney is working on a companion legal document that will be executed prior to recording of the final plat.

Analysis

The developer requests final plat approval for this subdivision, which includes 14 single-family lots with out-lots that contain open space and storm water detention facilities. The final plat is consistent with the approved preliminary plat. All of the improvements associated with the first phase are installed with the exception of landscaping along Wauwatosa Road. Since a majority of the plantings are evergreen trees, it is recommended that planting be deferred until spring of 2021.

Fiscal Impact

The 14-lot first phase is estimated to be valued at $500,000/lot, resulting in estimated annual tax revenue of $100,000.

Recommendation

The Planning Commission recommended approval at its December 14, 2020 meeting by a vote of 8-0.

Attachments:
Exhibit A: Zoning Map (PDF)
Exhibit B: Final Plat (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3793

A Resolution Authorizing Final Plat Approval for The Enclave at Mequon Preserve - Phase IV, Consisting of 14 Lots within an 82-Lot Single-Family Subdivision Located at 10565 N. Wauwatosa Road

A. The Planning Commission recommended Final Plat approval on December 14, 2020.

B. The development agreement requires the installation of improvements and the payment of fees in accordance with the City Engineer's report.

C. The required improvements have been installed with the exception of certain landscaping, which cannot be installed given the weather.

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

1. The Final Plat for the first phase of the Enclave II subdivision is approved subject to any clerical, technical, or legal changes deemed necessary and appropriate by the City Attorney.

2. Upon approval by City staff of appropriate security to ensure the installation of the required landscaping, the appropriate City officials are authorized and directed to execute the plat and any related documents, and to ensure that the Final Plat is recorded with the Ozaukee County Register of Deeds.

_____
Approved by: John Wirth, Mayor

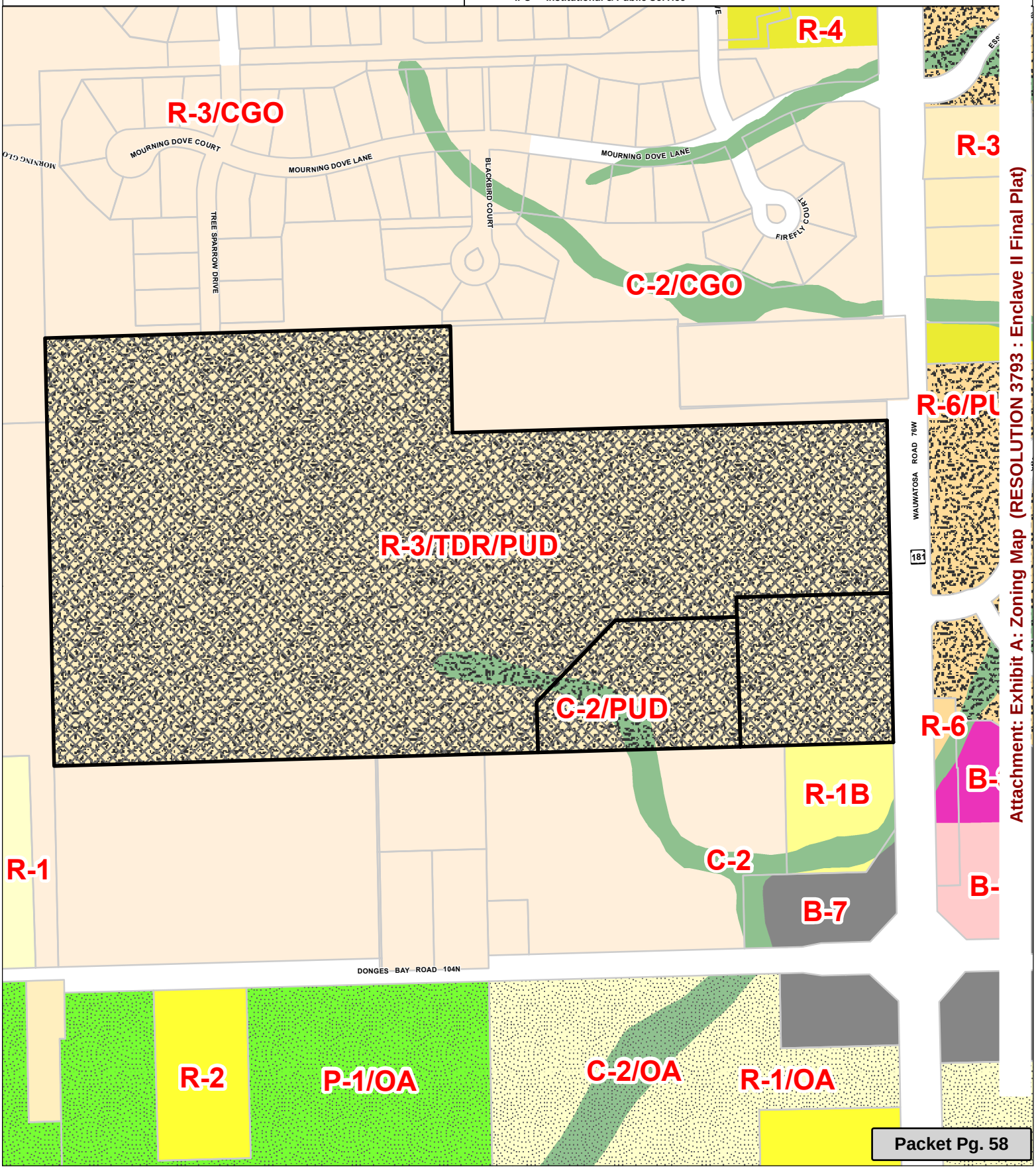
Date Approved: January 12, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on January 12, 2021.

_____
Caroline Fochs, City Clerk

Enclave II

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



Attachment: Exhibit A: Zoning Map (RESOLUTION 3793 : Enclave II Final Plat)

THE ENCLAVE AT MEQUON PRESERVE IV

SHEET 1 OF 3 SHEETS | VOL. PG.

PART OF LOT 1, PART OF LOT 2 AND PART OF LOT 3 OF CERTIFIED SURVEY MAP NO. 3723, PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 3018, ALL BEING PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 9 NORTH, RANGE 21 EAST CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20_____

Department of Administration

ISSUED DATE: OCTOBER 15, 2020

ZONING NOTES:

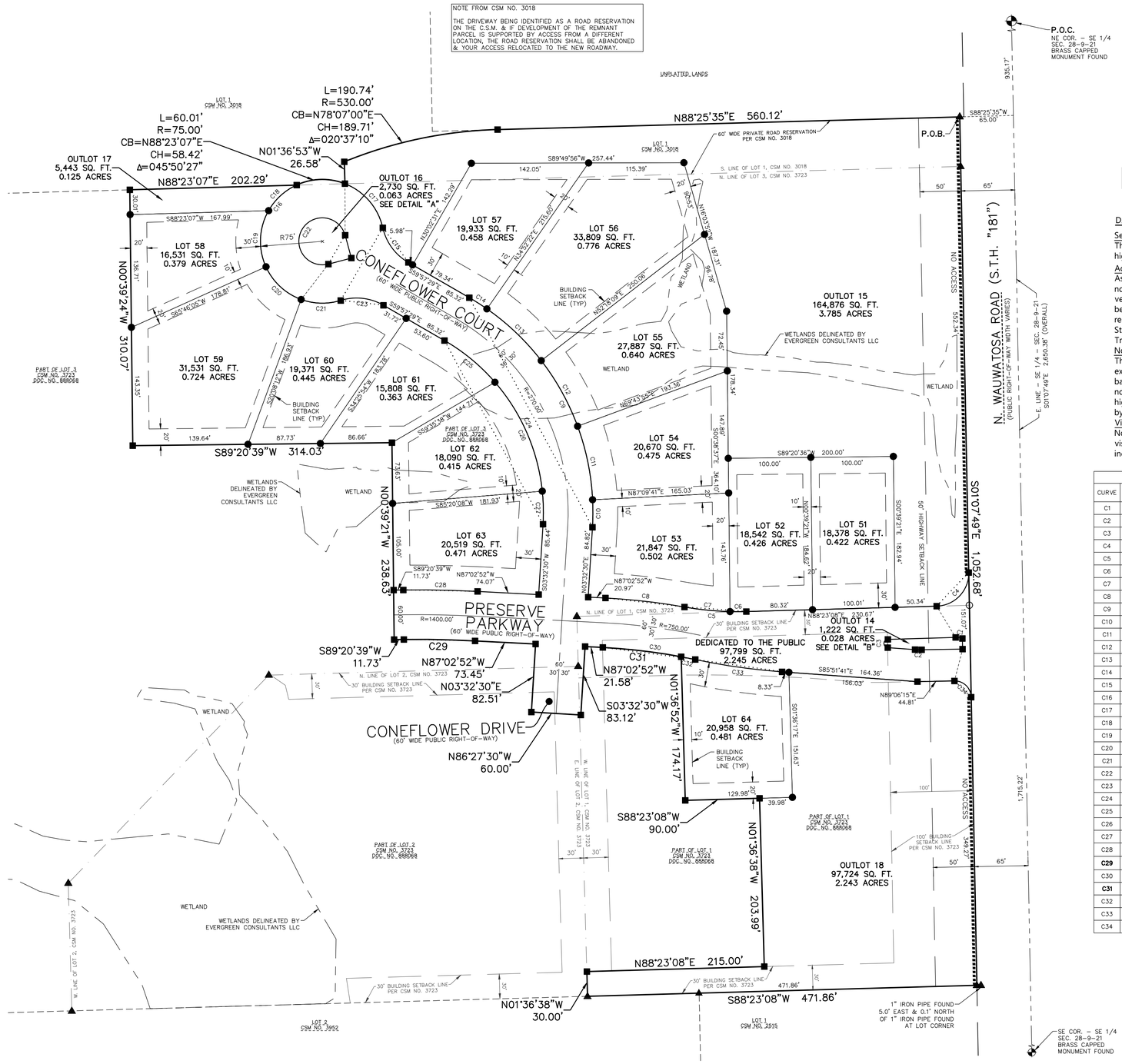
Existing Zoning:
- R-3 Rural Residential Detached
- CGO Central Growth Area Overlay
- TDR Transfer of development rights
- PUD Planned Unit Development

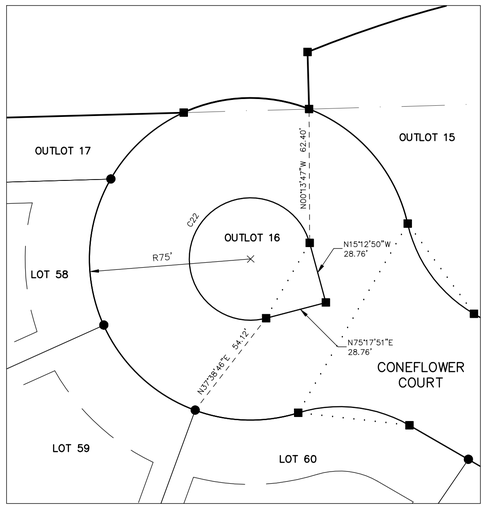
Minimum Building Setbacks:
R-3/CGO
- Front: 30 feet
- Side: 15 feet
- Rear: 20 feet

TOTAL AREA
673,668 sq. ft.
15.465 acres

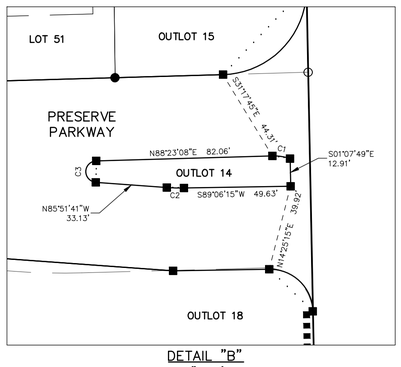
NOTE FROM CSM NO. 3018

THE DRIVEWAY BEING IDENTIFIED AS A ROAD RESERVATION ON THE C.S.M. & IF DEVELOPMENT OF THE REMNANT PARCEL IS SUPPORTED BY ACCESS FROM A DIFFERENT LOCATION, THE ROAD RESERVATION SHALL BE ABANDONED & YOUR ACCESS RELOCATED TO THE NEW ROADWAY.





DETAIL "A"
1"=40'



DETAIL "B"
1"=40'

LEGEND:

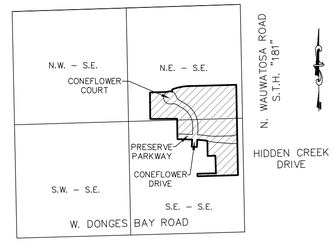
- 2–3/8" X 18" IRON PIPE SET WEIGHING 3.65 LB/FT.
- 3/4" X 18" REBAR SET WEIGHING 1.50 LB/FT.
- 1" IRON PIPE FOUND
- SECTION CORNER MONUMENT FOUND
- NO ACCESS LINE

NORTH
80' 0 80' 160'
1"= 80'
SCALE FEET

NORTH POINT REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD1927). THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 28–9–21 HAS A BEARING OF SOUTH 01°–07'–49" EAST.

ALL LINEAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE HUNDREDTH OF A FOOT. ALL ANGULAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST SECOND AND COMPUTED TO HALF–SECONDS.

LOCATION MAP



SE 1/4 OF SECTION 28, TOWNSHIP 9 NORTH, RANGE 21 EAST, CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN

SCALE: 1" = 1000'

= THE ENCLAVE AT MEQUON PRESERVE IV SUBDIVISION

D.O.T. HIGHWAY RESTRICTIONS

Setback Notes:
There shall be no improvements or structures placed between the highway and the setback line.

Access Notes:
As owner I hereby restrict all lots, in that no owner, possessor, user, nor licensee, nor other person shall have any right of direct vehicular ingress or egress with STH "181," as shown on the plat; it being expressly intended that this restriction shall constitute a restriction for the benefit of the public according to §236.293, Stats., and shall be enforceable by the Department of Transportation.

Noise Notes:
The lots of this land division may experience noise at the levels exceeding the levels in §Trans 405.04, Table I. These levels are based on federal standards. The Department of Transportation is not responsible for abating noise from existing state trunk highways or connecting highways, in the absence of any increase by the Department to the highway's through-lane capacity.

Vision Corners:
No structure or improvement of any kind is permitted within the vision corner. No vegetation within the vision corner may exceed 30 inches in height.

Curve Table

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	CENTRAL ANGLE	TANGENT IN	TANGENT OUT
C1	8.34'	23.50'	S81°26'53"E	8.30'	020°19'58"	N88°23'08"E	S71°16'55"E
C2	8.04'	91.50'	N88°22'43"W	8.04'	005°02'04"	S89°06'15"W	N85°51'41"W
C3	15.21'	5.00'	N01°15'43"E	9.99'	174°14'50"	N85°51'41"W	N88°23'08"E
C4	62.49'	40.00'	S43°37'40"W	56.33'	089°30'57"	S88°23'08"W	S01°07'49"E
C5	75.24'	370.00'	N85°47'19"W	75.11'	011°39'04"	S88°23'08"W	N79°57'47"W
C6	19.70'	370.00'	S89°54'39"W	19.70'	003°03'02"	N88°33'50"W	S88°23'08"W
C7	55.54'	370.00'	N84°15'49"W	55.49'	008°36'02"	N79°57'47"W	N88°33'50"W
C8	96.45'	780.00'	N83°30'20"W	96.39'	007°05'05"	N87°02'52"W	N79°57'47"W
C9	332.48'	300.00'	N28°12'30"W	315.73'	063°29'59"	N03°32'30"E	N59°57'29"W
C10	33.41'	300.00'	N00°21'05"E	33.39'	006°22'49"	N02°50'19"W	N03°32'30"E
C11	91.26'	300.00'	N11°33'12"W	90.91'	017°25'46"	N20°16'05"W	N02°50'19"W
C12	91.26'	300.00'	N28°58'58"W	90.91'	017°25'46"	N37°41'51"W	N20°16'05"W
C13	91.26'	300.00'	N46°24'45"W	90.91'	017°25'46"	N55°07'38"W	N37°41'51"W
C14	25.29'	300.00'	N57°32'33"W	25.29'	004°49'52"	N59°57'29"W	N55°07'38"W
C15	53.62'	65.01'	N36°19'27"W	52.12'	047°15'25"	N12°41'45"W	N59°57'09"W
C16	359.37'	75.00'	S30°02'31"W	101.79'	274°32'09"	N12°41'25"W	N72°46'26"E
C17	73.31'	75.00'	N40°41'32"W	70.43'	056°00'14"	N68°41'39"W	N12°41'25"W
C18	46.70'	75.00'	S47°37'35"W	45.95'	035°40'37"	S65°27'54"W	S29°47'16"W
C19	70.71'	75.00'	S02°46'41"W	68.12'	054°01'11"	S24°13'55"E	S29°47'16"W
C20	59.73'	75.00'	S47°02'51"E	58.17'	045°37'53"	S69°51'48"E	S24°13'55"E
C21	48.91'	75.00'	S88°32'41"E	48.05'	037°21'46"	N72°46'26"E	S69°51'48"E
C22	134.05'	28.50'	S30°02'31"W	40.48'	269°29'19"	N15°12'50"W	N75°17'51"E
C23	53.62'	65.00'	S83°35'31"E	52.12'	047°16'04"	S59°57'29"E	N72°46'26"E
C24	265.99'	240.00'	S28°12'30"E	252.58'	063°29'59"	S59°57'29"E	S03°32'30"W
C25	79.69'	240.00'	S50°26'44"E	79.33'	019°01'31"	S40°55'59"E	S59°57'29"E
C26	146.24'	240.00'	S23°28'36"E	143.99'	034°54'45"	S06°01'14"E	S40°55'59"E
C27	40.05'	240.00'	S01°14'22"E	40.01'	009°33'44"	S03°32'30"W	S06°01'14"E
C28	90.05'	1,430.00'	N88°51'07"W	90.03'	003°36'28"	S89°20'39"W	N87°02'52"W
C29	86.27'	1,370.00'	N88°51'07"W	86.25'	003°36'28"	N87°02'52"W	S89°20'39"W
C30	113.04'	720.00'	S82°33'01"E	112.92'	008°59'44"	S87°02'52"E	S78°03'09"E
C31	95.60'	720.00'	N83°14'38"W	95.53'	007°36'28"	N79°26'24"W	N87°02'52"W
C32	17.44'	720.00'	S78°44'47"E	17.44'	001°23'16"	S78°03'09"E	S79°26'24"E
C33	106.31'	780.00'	S81°57'25"E	106.23'	007°48'33"	S85°51'41"E	S78°03'09"E
C34	31.33'	20.00'	S46°00'47"E	28.23'	089°45'57"	S01°07'49"E	N89°06'15"E

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JOB NO. 1936580

Attachment: Exhibit B: Final Plat (RESOLUTION 3793 : Enclave II Final Plat)

THE ENCLAVE AT MEQUON PRESERVE IV

SHEET 2 OF 3 SHEETS | VOL. PG.

PART OF LOT 1, PART OF LOT 2 AND PART OF LOT 3 OF CERTIFIED SURVEY MAP NO. 3723, PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 3018, ALL BEING PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 9 NORTH, RANGE 21 EAST CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20_____

Department of Administration

ISSUED DATE: OCTOBER 15, 2020

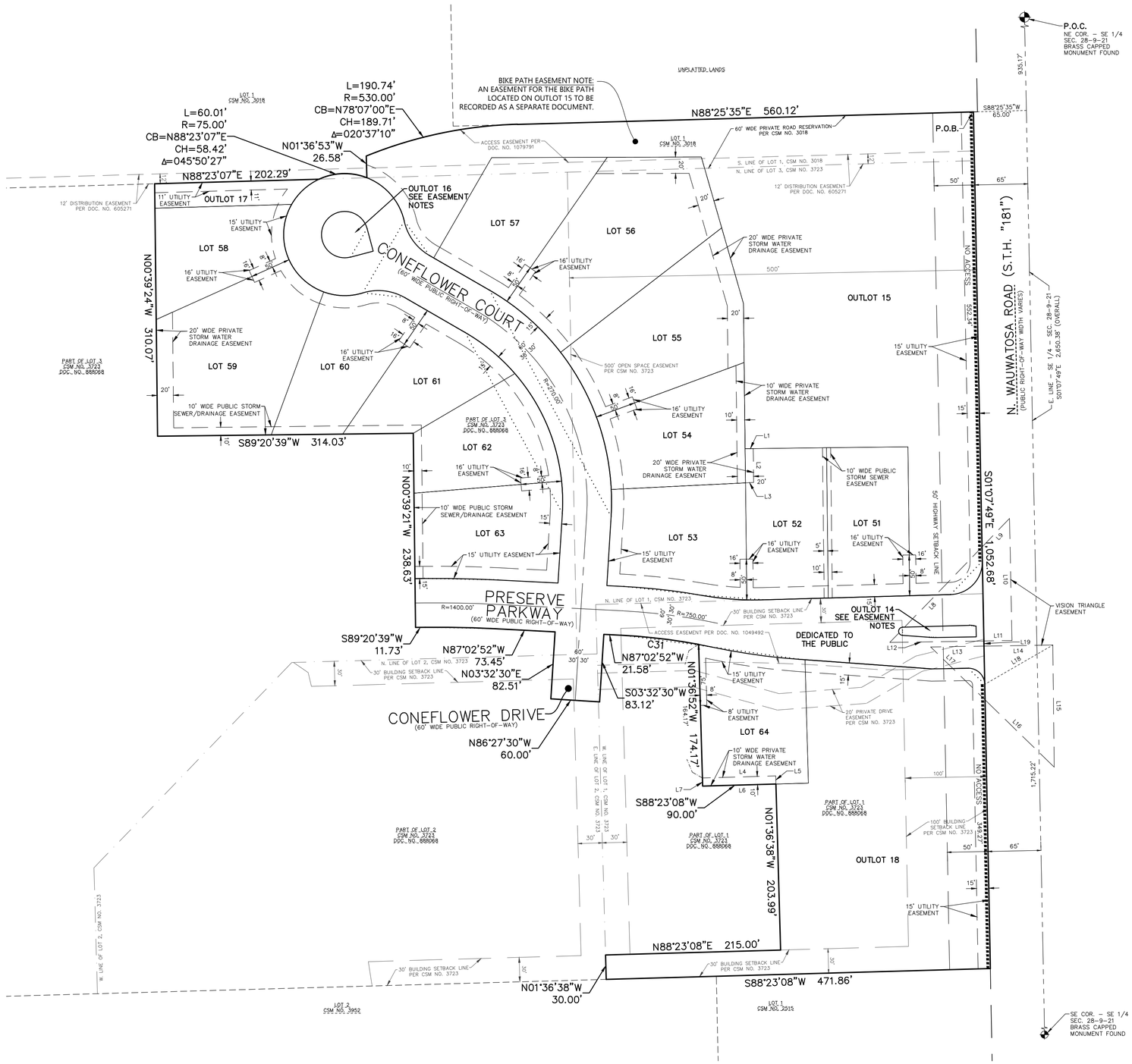
D.O.T. HIGHWAY RESTRICTIONS

Setback Notes:
There shall be no improvements or structures placed between the highway and the setback line.

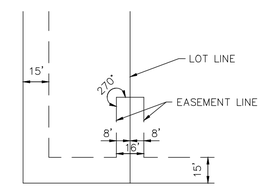
Access Notes:
As owner I hereby restrict all lots, in that no owner, possessor, user, nor licensee, nor other person shall have any right of direct vehicular ingress or egress with STH "181," as shown on the plat; it being expressly intended that this restriction shall constitute a restriction for the benefit of the public according to §236.293, Stats., and shall be enforceable by the Department of Transportation.

Noise Notes:
The lots of this land division may experience noise at the levels exceeding the levels in §Trans 405.04, Table I. These levels are based on federal standards. The Department of Transportation is not responsible for abating noise from existing state trunk highways or connecting highways, in the absence of any increase by the Department to the highway's through-lane capacity.

Vision Corners:
No structure or improvement of any kind is permitted within the vision corner. No vegetation within the vision corner may exceed 30 inches in height.



Line Table		
LINE	BEARING	LENGTH
L1	S89°20'39"W	10.00'
L2	N00°39'21"W	41.62'
L3	N87°09'41"E	10.01'
L4	S88°23'08"W	90.00'
L5	N01°36'52"W	10.00'
L6	N88°23'08"E	90.00'
L7	S01°36'52"E	10.00'
L8	S43°58'14"W	162.98'
L9	S43°58'14"W	48.62'
L10	N01°10'20"W	149.98'
L11	N89°06'15"E	34.55'
L12	N89°06'15"E	115.45'
L13	N89°06'15"E	65.42'
L14	N89°05'37"E	84.58'
L15	S00°37'08"E	149.98'
L16	N45°45'45"W	118.49'
L17	N45°45'45"W	93.12'
L18	N60°01'57"E	96.55'
L19	N01°07'49"W	6.33'



TYPICAL UTILITY EASEMENT DETAIL
NO SCALE

Bike Path Easement Note:
An easement for the bike path located on Outlots 15 & 17 to be recorded as a separate document.

Outlot Easement Note
A Public Utility Easement for sanitary sewer, storm sewer and water main blankets the overall limits of Outlot 14 & Outlot 16.

Stormwater Management Maintenance Notes
See Sheet 3 for Stormwater Management Notes

LEGEND:

- ■ 2-3/8" X 18" IRON PIPE SET WEIGHING 3.65 LB/FT.
- ● 3/4" X 18" REBAR SET WEIGHING 1.50 LB/FT.
- ▲ 1" IRON PIPE FOUND
- SECTION CORNER MONUMENT FOUND
- NO ACCESS LINE

NORTH

1"= 80' SCALE: 80' 0 80' 160' FEET

NORTH POINT REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD1927). THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 28-9-21 HAS A BEARING OF SOUTH 01°-07'-49" EAST.

ALL LINEAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE HUNDREDTH OF A FOOT. ALL ANGULAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST SECOND AND COMPUTED TO HALF-SECONDS.

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THE ENCLAVE AT MEQUON PRESERVE IV

SHEET 3 OF 3 SHEETS | VOL. PG.

PART OF LOT 1, PART OF LOT 2 AND PART OF LOT 3 OF CERTIFIED SURVEY MAP NO. 3723, PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 3018, ALL BEING PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 9 NORTH, RANGE 21 EAST CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, Ryan J. Wilgreen, Professional Land Surveyor, hereby certify that under the direction of Mequon I, LLC, I have surveyed, divided and mapped a parcel of land described hereon, part of Lot 1, part of Lot 2 and part of Lot 3 of Certified Survey Map No. 3723, recorded in the Ozaukee County Register of Deeds office as Document No. 888068 and part of Lot 1 of Certified Survey Map No. 3018, recorded in Volume 21, Page 257 in the Ozaukee County Register of Deeds office as Document No. 587363, all being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 28, Township 9 North, Range 21 East, City of Mequon, Ozaukee County, Wisconsin, being more particularly described as follows:

Commencing at the Northeast corner of the Southeast 1/4 of said Section 28; thence South 01°-07'-49" East along the East line of said Southeast 1/4, a distance of 935.17 feet; thence South 88°-25'-35" West, a distance of 65.00 feet to the West right-of-way line of North Wauwatosa Road (State Trunk Highway "181"), said point being the point of beginning; thence South 01°-07'-49" East along said West line, a distance of 1,052.68 feet to the Southeast corner of Lot 1 of said Certified Survey Map No. 3723; thence South 88°-23'-08" West along the South line of Lot 1 of said Certified Survey Map No. 3723, a distance of 471.86 feet to the Southwest corner of said Lot 1; thence North 01°-36'-38" West along said West line, a distance of 30.00 feet; thence North 88°-23'-08" East, a distance of 215.00 feet; thence North 01°-36'-38" West, a distance of 203.99 feet; thence South 88°-23'-08" West, a distance of 90.00 feet; thence North 01°-36'-52" West, a distance of 174.17 feet; thence Northwesterly 95.60 feet on a curve to the left having a radius of 720.00 feet, the chord of said curve bears North 83°-14'-38" West, a chord distance of 95.53 feet; thence North 87°-02'-52" West, a distance 21.58 feet; thence South 03°-32'-30" West, a distance of 83.12 feet; thence North 86°-27'-30" West, a distance of 60.00 feet; thence North 03°-32'-30" East, a distance of 82.51 feet; thence North 87°-02'-52" West, a distance of 73.45 feet; thence Northwesterly 86.27 feet on a curve to the left having a radius of 1,370.00 feet, the chord of said curve bears North 88°-51'-07" West, a chord distance of 86.25 feet; thence South 89°-20'-39" West, a distance of 11.73 feet; thence North 00°-39'-21" West, a distance of 238.63 feet; thence South 89°-20'-39" West, a distance of 314.03 feet; thence North 00°-39'-24" West, a distance of 310.07 feet to the North line of Lot 3 of said Certified Survey Map No. 3723; thence North 88°-23'-07" East along said North line, a distance of 202.29 feet; thence Northeasterly 60.01 feet on a curve to the right having a radius of 75.00 feet, the chord of said curve bears North 88°-23'-07" East, a chord distance of 58.42 feet to the North line of Lot 3 of said Certified Survey Map No. 3723; thence North 01°-36'-53" West, a distance of 26.58 feet; thence Northeasterly 190.74 feet on a curve to the right having a radius of 530.00 feet, the chord of said curve bears North 78°-07'-00" East, a chord distance of 189.71 feet; thence North 88°-25'-35" East, a distance of 560.12 feet to the point of beginning and containing 15.465 acres (673,668 sq. ft.) of land more or less.

That such is a correct representation of all the exterior boundaries of the land surveyed and the subdivision thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Subdivision Ordinance of the City of Mequon in surveying, dividing, and mapping the same.

_____

Ryan J. Wilgreen, P.L.S. No. S-2647
ryan.w@excelengineer.com
Excel Engineering, Inc.
Fond du Lac, Wisconsin 54935
ISSUED DATE: OCTOBER 15, 2020

UTILITY EASEMENT PROVISIONS (PUBLIC)

An easement for electric, natural gas, and communications service is hereby granted by MEQUON I, LLC, Grantor, to

WISCONSIN ELECTRIC POWER COMPANY and WISCONSIN GAS, LLC, Wisconsin corporations doing business as We Energies, Grantee,

_____Grantee, and

_____, Grantee

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, theron, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Buildings shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

Stormwater Management Maintenance Agreement

1. Outlots 15 and 18 are to be used for Stormwater Management purposes.
2. The lot owner(s) or their successors and/or assigns (herein after referred to as the responsible parties) shall be responsible for maintenance of the stormwater management measures.
3. The responsible parties shall maintain the stormwater management measures in accordance with the approved stormwater management plan on file in the offices of the City as required by the City construction, site erosion control and stormwater management ordinance.
4. In the event that the stormwater management facilities located on Outlots 15 and 18 are not being maintained per the approved stormwater management plan, the City is hereby granted an easement to access the property to complete stormwater management maintenance measures.

OWNER'S CERTIFICATE OF DEDICATION

Mequon I, LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

Mequon I, LLC, does further certify that this plat is required by S236.10 or S236.12 Wisconsin Statutes to be submitted to the following agencies for approval or objection:

1. Department of Administration
2. Department of Transportation
3. City of Mequon

In witness whereof, Mequon I, LLC, has caused these presents to be signed by its official officer(s) of said limited liability company at _____ , _____ this _____ day of _____ , 20___.

Mequon I, LLC
By: VH Mequon, LLC, Member and Project Manager*

By:_____
David Simon or Jeff Rosenberg or Karen Simon Dreyer

STATE OF _____)

COUNTY OF _____) S.S

Personally came before me this _____ day of _____ , 20___, the above named officer(s) of the above named Mequon I, LLC to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

_____

Notary Public, _____ County, _____

My Commission Expires:_____

CONSENT OF CORPORATE MORTGAGEE

Associated Bank N.A., a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing and mapping of the land described on this plat, and does hereby consent to the above Owner's Certificate.

In witness whereof, the said Associated Bank N.A. has caused these presents to be signed by Stephen L. Sosnowski, its Senior Vice President, at _____, Wisconsin this _____ day of _____ , 20___.

Associated Bank N.A.

_____
Stephen L. Sosnowski, Senior Vice President

STATE OF WISCONSIN)

COUNTY OF _____) S.S

Personally came before me this _____ day of _____ , 20___, Stephen L. Sosnowski of the above named banking association to me known to be the person who executed the foregoing instrument, and to me know to be such Senior Vice President of said banking association, and acknowledged that they executed the foregoing instrument as such officer as the deed of said banking association, by its authority.

_____
Notary Public, _____ County, WI
My Commission Expires: _____

COMMON COUNCIL APPROVAL CERTIFICATE:

Resolved, that the plat of THE ENCLAVE AT MEQUON PRESERVE IV SUBDIVISION in the City of Mequon, is hereby approved by the Common Council.

All conditions have been met as of this _____ day of _____ , 20___.

_____
John Wirth, Mayor

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Common Council of the City of Mequon on this _____ day of _____ , 20___.

_____
William Jones, City Administrator

COUNTY TREASURER'S CERTIFICATE

I, Joshua Morrison, being the duly elected, qualified, and acting Treasurer of the County of Ozaukee, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or special assessments as of this _____ day of _____ , 20___ affecting the land included in the plat of THE ENCLAVE AT MEQUON PRESERVE IV SUBDIVISION.

_____
Joshua Morrison, Treasurer, Ozaukee County, Wisconsin

CITY TREASURER'S CERTIFICATE

I, Kaitlyn Krueger, being the duly appointed, qualified, and acting Director of Finance of the City of Mequon, do hereby certify that, in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of this _____ day of _____ , 20___ on any of the lands included in the plat of THE ENCLAVE AT MEQUON PRESERVE IV SUBDIVISION.

_____
Kaitlyn Krueger, Director of Finance, City of Mequon

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20_____

Department of Administration

OWNER / DEVELOPER:
MEQUON I, LLC
6801 S. TOWNE DR.
MADISON, WI 53713

SURVEYOR:
RYAN WILGREEN
EXCEL ENGINEERING, INC.
100 CAMELOT DR.
FOND DU LAC, WI 54935
920.926.9800

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JOB NO. 1936580

Attachment: Exhibit B: Final Plat (RESOLUTION 3793 : Enclave II Final Plat)

City of Mequon

11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262-236-2955
Fax: 262-242-9655

www.ci.mequon.wi.us **Office of Finance-Personnel Committee**

TO: **Common Council**
FROM: **Kaitlyn Krueger, Finance Director**
DATE: **November 25, 2020**
SUBJECT: **ORDINANCE 2020-1584 An Ordinance Approving Various Revenue and Expenditure Amendments to the City's General Fund Operating Budget for Fiscal Year 2020**

Background

The COVID-19 pandemic has created an environment causing significant decreases in revenues and increases in expenditures related to the necessary City response. Staff has provided the Finance-Personnel Committee with budget updates throughout the fiscal year in order to keep informed on the changing conditions and response by staff to mitigate any areas of budgetary concern. With the significant amount of changes that have been recognized and the fact that some revenues and department expenditures experienced variations over 5%, staff is bringing forward recommended amendments for Council approval.

The City's financial policies state: "At the Common Council's discretion, it may choose to amend the budget due to unforeseen and changing circumstances. In accordance with Wisconsin Statute Section 65.90(5)(a), amendments to budgeted appropriations must be approved by a two-thirds vote of the City Council. If such a time occurs that the City Administrator believes that there will be a significant variation of more than 5% of the projected departmental revenues or expenditures from the adopted budgeted amounts, the City Administrator shall inform the Common Council so that they may consider whether it is necessary to amend the budget or take any other corrective measures."

Analysis

The attached budget amendment reflects a net decrease in revenues and expenditures of $214,352. A summary can be found in the following table.

2020 GENERAL FUND BUDGET AMENDMENT SUMMARY	
Revenue Adjustments	
Licenses	($52,520)
Permits	($198,500)
Other Permits	$100
General Fees	$25,275
Public Safety Fees	($252,250)
DPW Fees	($8,500)
Pool/Park Fees	($65,770)
Development Fees	($4,900)
Internal Service Fees	$30,000

Other Revenue	$377,713
Investment Interest	($65,000)
Sub-Total:	**($214,352)**
Expenditure Adjustments	
Description	**Amount**
Salaries & Benefits	($346,844)
Contractual Services	$19,650
Commodities	($43,058)
Equipment/Small Capital	$55,900
School District COVID Support	$100,000
Sub-Total:	**($214,352)**

As indicated, areas of significant revenue reduction include licenses, permits, public safety fees, pool/park fees and investment interest. Notably, the anticipated decrease in General Fund revenues of approximately $585,000 has been offset this year by three grants received by the City totaling $430,713. The grants were received to mitigate unbudgeted expenditures related to the pandemic response including hazard/emergency medical leave pay, cleaning/sanitizing supplies and technology equipment for teleworking. In 2020, salaries and benefits saw a significant reduction in the resulting budget amendments due to the hiring freeze that was put into place during 2020. Most increases in expenditures related to unexpected spending in relation to COVID-19.

The first reading of this ordinance reflected a net decrease in revenues and expenditures totaling $234,487 based on known or anticipated variations equal to 5% or more of budget as of November 30, 2020. The updated Attachment A reflects a decrease in the total net adjustment of approximately $20,000 due to building permit, development and ambulance fees coming in higher than originally projected. The anticipated amount of fund balance used, listed in the amendment table as revenue reduction, also decreased by $60,000. Several revenue lines including investment interest experienced decreases in the year-end projections. Though all budget lines were reviewed as a part of the budget amendment process, Attachment A only includes the budget lines that required significant adjustments within revenue and expenditure categories according to actual amounts spent as of December 31, 2020. Upon Council approval, the listed adjustments will be included in the final fiscal year 2020 budget, and year-end reporting will be completed based on these amended values.

Fiscal Impact

At present, the proposed budget amendment reflects a net decrease in revenues and expenditures of $214,352.

Recommendation

A recommendation is forthcoming from the Finance-Personnel Committee on January 12, 2020.

Attachments:
Attachment A: FY2020 Budget Amendment Updated 12-31-20 (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2020-1584

An Ordinance Approving Various Revenue and Expenditure Amendments to the City's General Fund Operating Budget for Fiscal Year 2020

A. On November 12, 2019, the City of Mequon adopted its Operating Budget for Fiscal Year 2020, in a total amount of $17,163,418, by approving Ordinance No. 2019-1556.

B. The City of Mequon has experienced unforeseen circumstances due to the COVID-19 pandemic causing significant budget variations resulting in various revenue and expenditure amendments to the Fiscal Year 2020 Operating budget.

BASED UPON THE FOREGOING RECITALS, THE COMMON COUNCIL OF THE CITY OF MEQUON, OZAUKEE COUNTY, STATE OF WISCONSIN, DO ORDAIN AS FOLLOWS:

SECTION I

Ordinance No. 2019-1556, which adopted the City of Mequon Operating Budget for the Fiscal Year 2020 is hereby amended as detailed in Attachment A.

SECTION II

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 III

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

SECTION IV

This Ordinance shall become effective immediately upon its approval and adoptions, as provided by law.

_____

Approved by: John Wirth, Mayor

Date Approved: January 12, 2021

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on January 12, 2021.

_____

Caroline Fochs, City Clerk

Published: _____

ATTACHMENT A: 2020 GENERAL FUND BUDGET BUDGET AMENDMENT DETAIL				
Revenue Amendments				
Category	**Account**	**Original Budget**	**Amendment**	**Amended Budget**
Licenses				
Licenses - Liquor	110000-440101	51,250	(48,350)	2,900
Licenses - Tavern Operator	110000-440102	12,000	(4,170)	7,830
Sub-Total		**63,250**	**(52,520)**	**10,730**
Permits				
Permits - Building	110000-442101	510,000	(150,000)	360,000
Permits - Electrical	110000-442103	105,000	(10,000)	95,000
Permits - Plumbing	110000-442104	130,000	(18,500)	111,500
Permits - HVAC	110000-442105	90,000	(23,000)	67,000
Permits - Occupancy	110000-442107	9,000	3,000	12,000
Sub-Total		**844,000**	**(198,500)**	**645,500**
Other Permits				
Permits - Brush	110000-443101	39,500	2,500	42,000
Permits - Sign	110000-443103	7,000	(2,400)	4,600
Sub-Total		**46,500**	**100**	**46,600**
General Fees				
Licenses - Dogs	110000-445101	9,500	(1,250)	8,250
Fees - Clerk	110000-445102	4,000	(2,300)	1,700
Fees - Copies/Publications	110000-445103	5,500	(2,100)	3,400
Sale of Supplies	110000-445104	35,000	14,125	49,125
Miscellaneous Revenue	110000-445106	20,000	6,800	26,800
Fees - Treasurer	110000-445107	8,000	10,000	18,000
Sub-Total		**82,000**	**25,275**	**107,275**
Public Safety Fees				
Court Penalties	110000-446101	160,000	(40,000)	120,000
False Alarm - Police	110000-446102	65,000	(40,250)	24,750
Fees - Police	110000-446102	22,000	(10,000)	12,000
Fees - Ambulance	110000-446105	625,000	(150,000)	475,000
Fees - Accident Response	110000-446203	10,500	(3,000)	7,500
Fees - False Fire	110000-446204	12,000	(3,000)	9,000

Attachment: Attachment A: FY2020 Budget Amendment Updated 12-31-20 (ORDINANCE 2020-1584 :

Fees - Fire	110000-446205	6,000	(6,000)	0
Sub-Total		**900,500**	**(252,250)**	**648,250**
DPW Fees				
Fees - Engineering	110000-447301	22,000	(5,500)	16,500
Fees - Highway	110000-447401	15,000	(3,000)	12,000
Sub-Total		**37,000**	**(8,500)**	**28,500**
Pool/Park Fees				
Fees - Pool Concessions	110000-448101	1,200	(1,180)	20
Fees - Swimming Pool	110000-448102	67,000	(41,715)	25,285
Fees - Park Reservations	110000-448201	47,000	(22,875)	24,125
Sub-Total - Pool/Park		**115,200**	**(65,770)**	**49,430**
Development Fees				
Fees - Mowing/Weeds	110000-447601	1,200	(1,200)	0
Fees - Zoning	110000-449103	60,000	(3,700)	56,300
Sub-Total		**61,200**	**(4,900)**	**56,300**
Internal Service Fees				
Fees - Sewer Maintenance	110000-456101	210,000	35,000	245,000
Fees - Water Maintenance	110000-456102	150,000	(5,000)	145,000
Sub-Total		**360,000**	**30,000**	**390,000**
Other Revenues				
Cellular Leasing	110000-458101	242,000	17,000	259,000
Other Grants/Donations	110000-458501	0	430,713	430,713
Revenue Reduction	110000-458303	409,600	(60,000)	349,600
Other Financing Sources	110000-458502	10,000	(10,000)	0
Sub-Total		**661,600**	**377,713**	**1,039,313**
Interest - Investments				
Interest - Investments	110000-459101	170,000	(65,000)	105,000
Total		**3,341,250**	**(214,352)**	**3,126,898**

Expenditure Amendments				
GENERAL GOVERNMENT				
Division	**Account**	**Original Budget**	**Amendment**	**Amended Budget**
Common Council				
Printing/Publications	110101-680502	4,800	(4,800)	0

Attachment: Attachment A: FY2020 Budget Amendment Updated 12-31-20 (ORDINANCE 2020-1584 :

Communications - Cable TV	110101-683211	4,000	1,850	5,850
Sub-Total:		**8,800**	**(2,950)**	**5,850**
Administration				
Printing/Publications	110111-680502	250	1,750	2,000
Contracted Services - General	110111-683201	0	4,100	4,100
Training/Conferences	110111-683501	2,500	(1,500)	1,000
Contingency	110111-683901	25,000	(25,000)	0
Sub-Total:		**27,750**	**(20,650)**	**7,100**
Clerk's Office				
Overtime	110112-670201	4,000	2,700	6,700
Health Insurance	110112-673201	41,277	9,000	50,277
Dental Insurance	110112-673202	1,876	(700)	1,176
Training/Conferences	110112-683501	750	(750)	0
Sub-Total:		**47,903**	**10,250**	**58,153**
Elections				
Postage	110113-683201	4,350	24,650	29,000
Contracted Services - General	110113-683201	55,300	1,580	56,880
Contracted Services - Maintenance	110113-683202	6,632	1,401	8,033
Sub-Total:		**66,282**	**27,631**	**93,913**
Information Technology				
Equip/Small Tools	110117-680401	9,000	(4,000)	5,000
Contracted Services - General	110117-683201	166,428	17,700	184,128
Contracted Services - Maintenance	110117-683202	133,690	(19,000)	114,690
Sub-Total:		**309,118**	**(5,300)**	**303,818**
Finance				
Salaries	110118-670101	274,154	(15,654)	258,500
Social Security	110118-673101	19,488	(788)	18,700
Retirement	110118-673102	18,506	(1,106)	17,400
Health Insurance	110118-673201	76,063	(7,291)	68,772
Dental Insurance	110118-673202	2,385	(1,017)	1,368
Life Insurance	110118-673203	1,439	(716)	723
Office Supplies	110118-680101	250	620	870
Technology Supplies	110118-680102	300	500	800

Attachment: Attachment A: FY2020 Budget Amendment Updated 12-31-20 (ORDINANCE 2020-1584 :

Memberships	110118-680501	1,125	(750)	375
Consultants - General	110118-683101	0	7,524	7,524
Contracted Services - General	110118-683201	21,650	5,695	27,345
Liability Insurance	110118-683401	103,550	(5,550)	98,000
Training/Conferences	110118-683501	2,600	(2,100)	500
COVID School District Support	110118-683902	0	100,000	100,000
Photocopiers	110118-688101	19,000	9,500	28,500
Sub-Total		**540,510**	**88,867**	**629,377**
Human Resources				
Salaries	110120-670101	100,994	19,408	120,402
Social Security	110120-673101	7,641	1,400	9,041
Retirement	110120-673102	5,433	2,693	8,126
Health Insurance	110120-673201	8,886	1,754	10,640
Office Supplies	110120-680101	100	1,200	1,300
Contracted Services - General	110120-683101	26,150	(5,150)	21,000
Training/Conferences	110120-683501	1,100	(1,080)	20
Misc Services - Recruiting	110120-683602	5,000	6,500	11,500
Sub-Total		**155,304**	**26,725**	**182,029**
Legal				
Special Legal Counsel - General	110124-683311	3,200	14,100	17,300
Special Legal Counsel - Labor	110124-683312	10,000	9,000	19,000
Sub-Total		**13,200**	**23,100**	**36,300**
PUBLIC SAFETY				
Division	**Account**	**Original Budget**	**Amendment**	**Amended Budget**
Police				
Salaries	110235-670101	3,429,717	(167,381)	3,262,336
Social Security	110235-673101	280,874	(11,600)	269,274
Retirement	110235-673102	441,177	(15,142)	426,035
Comp Time	110235-670106	125,000	35,000	160,000
Overtime	110235-670201	100,000	(20,000)	80,000
Health Insurance	110235-673201	678,761	33,400	712,161
Long Term Disability	110235-673204	19,200	(5,900)	13,300
Motor Fuels & Lubricants	110235-680402	57,000	(6,000)	51,000

Attachment: Attachment A: FY2020 Budget Amendment Updated 12-31-20 (ORDINANCE 2020-1584 :

Printing/Publications	110235-680502	650	(450)	200
Training/Conferences	110235-683501	33,500	(10,500)	23,000
Photocopiers	110235-688101	6,900	(200)	6,700
Sub-Total		**5,172,779**	**(168,773)**	**5,004,006**
Fire/EMS				
EMS Responder	110236-670150	206,538	(15,000)	191,538
Fire Calls	110236-670151	173,877	(65,137)	108,740
Station Work	110236-670160	33,000	(14,200)	18,800
Vehicle Inspections	110236-670161	21,382	3,018	24,400
Staff Training	110236-670162	113,280	(25,680)	87,600
Fire Inspections	110236-670163	9,900	(4,900)	5,000
Community Education	110236-670164	2,475	(1,565)	910
First Responder POC	110236-670171	65,700	(30,200)	35,500
Ambulance POC	110236-670172	98,550	60,000	158,550
Paramedic POC	110236-670173	175,813	94,550	270,363
Fire/EMS Hazard Pay	110236-670174	0	83,000	83,000
Emergency Medical Leave	110236-670205	0	23,025	23,025
Social Security	110236-673101	91,666	6,500	98,166
Retirement	110236-673102	74,427	22,000	96,427
Equipment/Small Tools	110236-680401	24,450	18,550	43,000
Motor Fuels & Lubricants	110236-680402	24,011	(3,000)	21,011
Books & Periodicals	110236-680503	1,500	(500)	1,000
Training/Conferences	110236-683501	27,300	(5,050)	22,250
Sub-Total		**1,143,869**	**145,411**	**1,289,280**
Police Auxilliary				
Uniforms & Clothing	110239-675101	1,900	(1,900)	0
Training/Conferences	110239-683501	200	(150)	50
M&R	110239-686550	500	(500)	0
Sub-Total		**2,600**	**(2,550)**	**50**
PUBLIC WORKS				
Division	**Account**	**Original Budget**	**Amendment**	**Amended Budget**
Facilities				
Unemployment Compensation	110326-673104	0	1,920	1,920

Attachment: Attachment A: FY2020 Budget Amendment Updated 12-31-20 (ORDINANCE 2020-1584 :

Telephone Services	110326-680504	2,200	700	2,900
Contracted Services - General	110326-683201	84,332	(7,500)	76,832
Electric - Safety Building	110326-686101	62,500	(3,670)	58,830
Gas - City Hall	110326-686201	9,000	(1,486)	7,514
Gas - Safety Building	110326-686202	20,500	(2,572)	17,928
Gas - ES Firehouse	110326-686203	3,500	(700)	2,800
Gas - Highway Building	110326-686207	20,000	(6,000)	14,000
M&R - City Buildings	110326-686501	12,000	3,600	15,600
M&R - Safety Buildings	110326-686502	17,000	23,000	40,000
M&R - DPW Buildings	110326-686503	6,500	0	6,500
Sub-Total		**237,532**	**7,292**	**244,824**
Fleet				
Dental Insurance	110355-673202	1,018	1,018	2,036
Work Supplies	110355-680301	77,000	9,000	86,000
Motor Fuels & Lubricants	110355-680402	142,910	(17,910)	125,000
Sub-Total		**220,928**	**(7,892)**	**213,036**
Engineering				
Salaries	110358-670101	358,977	(66,526)	292,451
Social Security	110358-673101	24,373	(1,267)	23,106
Retirement	110358-673102	22,135	(1,683)	20,452
Health Insurance	110358-673201	75,712	(7,200)	68,512
Dental Insurance	110358-673202	3,054	(600)	2,454
Contracted Services - General	110358-683201	17,500	(2,000)	15,500
Training/Conferences	110358-683501	2,500	(1,000)	1,500
Sub-Total		**504,251**	**(80,276)**	**423,975**
Highway				
Salaries	110359-670101	922,726	(30,563)	892,163
Overtime	110359-670201	45,000	(15,000)	30,000
Social Security	110359-673101	66,933	4,067	71,000
Retirement	110359-673102	60,017	3,000	63,017
Health Insurance	110359-673201	220,508	17,500	238,008
Dental Insurance	110359-673202	7,169	891	8,060
Long Term Disability	110359-673204	5,200	(1,500)	3,700

Attachment: Attachment A: FY2020 Budget Amendment Updated 12-31-20 (ORDINANCE 2020-1584 :

Work Supplies - Ice and Snow	110359-680320	257,800	(37,800)	220,000
Work Supplies - Street Maintenance	110359-680321	55,000	(5,000)	50,000
Contracted Services - General	110359-683201	31,240	6,700	37,940
Contracted Services - Maintenance	110359-683202	15,000	2,400	17,400
Auto Insurance	110359-683402	33,400	4,300	37,700
Water - DPW Building	110359-686403	4,600	2,500	7,100
M&R	110359-686550	8,750	12,000	20,750
Sub-Total		**1,733,343**	**(36,505)**	**1,696,838**
Forestry				
Salaries	110363-670101	104,808	(34,000)	70,808
Overtime	110363-670201	1,500	(1,500)	0
Social Security	110363-673101	8,017	(2,900)	5,117
Retirement	110363-673102	6,636	(1,500)	5,136
Health Insurance	110363-673201	54,872	(30,000)	24,872
Dental Insurance	110363-673202	0	900	900
Life Insurance	110363-673203	578	(428)	150
Work Supplies - Forestry	110363-680351	16,262	(4,000)	12,262
Sub-Total		**192,673**	**(73,428)**	**119,245**
COMMUNITY ENRICHMENT				
Division	**Account**	**Original Budget**	**Amendment**	**Amended Budget**
Pool				
Training/Conferences	110472-673501	500	(500)	0
Sub-Total		**500**	**(500)**	**0**
Parks				
Salaries	110474-670101	374,219	(61,000)	313,219
Overtime	110474-670204	3,000	(1,000)	2,000
Social Security	110474-673101	26,976	(3,426)	23,550
Retirement	110474-673102	22,992	(2,692)	20,300
Health Insurance	110474-673201	107,656	(7,818)	99,838
Dental Insurance	110474-673202	1,702	833	2,535
Contracted Services - Maintenance	110474-683202	30,325	2,000	32,325
Training/Conferences	110474-683501	820	(420)	400
M&R	110474-686550	9,480	3,250	12,730

Attachment: Attachment A: FY2020 Budget Amendment Updated 12-31-20 (ORDINANCE 2020-1584 :

Sub-Total		**577,170**	**(70,273)**	**506,897**
COMMUNITY DEVELOPMENT				
Division	**Account**	**Original Budget**	**Amendment**	**Amended Budget**
Planning				
Health Insurance	110578-673201	52,606	22,800	75,406
Dental Insurance	110578-673202	1,018	1,018	2,036
Books & Periodicals	110578-680503	1,000	(1,000)	0
Training/Conferences	110578-683501	1,100	(1,100)	0
Photocopiers	110578-688101	0	2,410	2,410
Sub-Total		**55,724**	**24,128**	**79,852**
Inspections				
Salaries	110244-670101	381,858	(67,000)	314,858
Comp Time	110244-670106	1,000	3,850	4,850
Overtime	110244-670201	500	715	1,215
Social Security	110244-673101	27,303	(4,785)	22,518
Retirement	110244-673102	25,775	(4,775)	21,000
Health Insurance	110244-673201	129,564	(26,664)	102,900
Sub-Total		**566,000**	**(98,659)**	**467,341**
Total Net Expenditure Amendments		**11,576,236**	**(214,352)**	**11,361,884**

Attachment: Attachment A: FY2020 Budget Amendment Updated 12-31-20 (ORDINANCE 2020-1584 :

City of Mequon

11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2955
Fax: 262-242-9655

www.ci.mequon.wi.us **Office of Finance-Personnel Committee**

TO: **Common Council**
FROM: **Kaitlyn Krueger, Finance Director**
DATE: **January 4, 2021**
SUBJECT: **RESOLUTION 3794 A Resolution Approving the Following in Connection with the City of Mequon's Insurance Program for Fiscal Year 2021: A) A Contract with Chubb Insurance, Warren, New Jersey, for Property Casualty and Storage Tank Liability Insurance in the Amount of $48,606; 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 $399,841; and C) A Contract with The Hartford Insurance Company, Hartford, Connecticut, for Accident Insurance in the Amount of $1,299**

Background

The City has been working with M3 Insurance for over nine years for the provision of various lines of insurance across the City organization. At the end of last year, staff met with Kevin Miller of M3 to review the current policies in place and the premium changes that would be effective for the 2021 year. No significant policy changes were recommended at that time.

Analysis

The City's current lines of insurance are shown in the table below. As indicated, premium prices for both 2020 and 2021 are shown, and the carriers recommended for 2021 remain unchanged from 2020.

Coverage	**Carrier**	**2020-2021 Premium**	**2021-2022 Premium**
Property & Inland Marine	Chubb Insurance	$31,037	$48,256
General Liability	EMC Insurance	$35,677	$39,361
Public Officials Legal Liability	EMC Insurance	$8,806	$10,957
Commercial Crime	EMC Insurance	$1,551	$1,517
Commercial Automobile	EMC Insurance	$103,155	$87,308
Workers' Compensation	EMC Insurance	$201,971	$204,072
Umbrella	EMC Insurance	$38,415	$37,928
Law Enforcement Liability	EMC Insurance	$15,014	$18,698
Storage Tank Liability	Chubb Insurance	$350	$350
Accident	The Hartford Insurance	$1,299.35	$1,299.35*
Total Annual Premium		**$437,275.35**	**$449,746.35**

*Subject to adjustment based on final application to Hartford Insurance

A.M. Best Company assesses financial strength and provides independent third-party ratings for insurance organizations. Currently, Chubb and Hartford Insurance are receiving superior carrier ratings of A++ and A+, respectively. EMC is currently rated at an A or excellent.

In conjunction with this year's transition to a new management team in the Finance Department, staff conducted a comprehensive analysis of the City's insurance contracts to identify possible areas of concern and/or cost savings prior to the 2021 renewal. This evaluation included an audit of the vehicle schedule and property statement of values. The review of the vehicle schedule reduced the number of vehicles from 122 to 107 based on eliminations made after the fleet study. The new property values listed within the 2021 policy are based on the 2017 Mequon facility condition assessment, which has resulted in a revised statement of values figure that is $12 million higher than previously insured. During 2021, Chubb and City staff will be conducting an in-depth reassessment of all property valuations to make sure the realignment completed during the 2020 renewal process has resulted in appropriate current replacement values. Moving forward, staff will continue to review all options for insurance coverage to be sure the City is receiving fiscally conscious and adequate coverage.

Fiscal Impact

The combined premium quote of $449,746.35 represents a 2.85% increase from the expired 2020 premium of $437,275.35. As indicated in the preceding table, a significant adjustment in the City's property insurance premium is directly attributable to an additional $12 million of property value being covered. As also noted, the commercial automobile coverage saw a significant decrease in premium due to a reduction of vehicles covered. The other lines of coverage saw minor premium adjustments due to changes within the boarder commercial insurance market.

Recommendation

A recommendation from the Finance-Personnel Committee is forthcoming on January 12, 2021.

Attachments:
2021 Insurance Premium Summary (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3794

A Resolution Approving the Following in Connection with the City of Mequon's Insurance Program for Fiscal Year 2021: A) A Contract with Chubb Insurance, Warren, New Jersey, for Property Casualty and Storage Tank Liability Insurance in the Amount of $48,606; 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 $399,841; and C) A Contract with The Hartford Insurance Company, Hartford, Connecticut, for Accident Insurance in the Amount of $1,299

A. City staff has reviewed the insurance renewal proposal from M3 Insurance and recommends authorization to renew the listed policies for 2021.

B. Based on its review, the Finance-Personnel Committee has recommended that the City's property casualty and storage liability insurance contract be renewed with Chubb Insurance through the City's agent, M3 Insurance, effective January 1, 2021.

C. Based on its review, the Finance-Personnel Committee has recommended that the City's general, public officials legal, commercial crime, commercial automobile, workers' compensation, umbrella, and law enforcement liability coverage contracts be awarded to Employers Mutual Corporation through the City's agent, M3 Insurance, effective January 1, 2021.

D. Based on its review, the Finance-Personnel Committee has recommended that the City's accident insurance contract, be renewed through The Hartford Insurance Company through the City's agent, M3 Insurance, effective January 1, 2021.

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

1. The contracts for insurance for the 2021 calendar year as proposed by M3 insurance and recommended by the Finance-Personnel Committee are approved subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

_____
Approved by: John Wirth, Mayor

Date Approved: January 12, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on January 12, 2021.

_____

Caroline Fochs, City Clerk

Premium Summary

COVERAGE	2020-2021 EXPIRING PREMIUMS	2021-2022 RENEWAL PREMIUMS
Commercial Property	$ 31,037.00	$ 48,256.00
General Liability	$ 35,677.00	$ 39,361.00
Commercial Crime	$ 1,551.00	$ 1,517.00
Public Officials Legal Liability	$ 8,806.00	$ 10,957.00
Law Enforcement	$ 15,014.00	$ 18,698.00
Commercial Automobile	$ 103,155.00	$ 87,308.00
Workers' Compensation	$ 201,971.00	$ 204,072.00
Umbrella	$ 38,415.00	$ 37,928.00
Storage Tank Liability (12/8/2020-12/8/2021)	$ 350.00	$ 350.00
Accident Liability (2/1/2021-2/1/2022)	$ 1,299.35	$ 1,299.35*
Total Annual Premium:	**$ 437,275.35**	**$ 449,746.35**

***Subject to change upon completion of application**

Exposure Changes:

COVERAGE IMPACTED	CHANGE IN EXPOSURE
Workers' Compensation	Payroll increased 1%

Notes:

Workers' Compensation quoted with payrolls provided. New Wisconsin mandated rates applied effective 10/01/20. Experience Modification decreased from 0.89 to 0.85.

Additional limits of liability are available for the umbrella.

EMC proposal contemplates all lines are purchased, and reserves the right to amend or change if one or more lines are not selected. Workers' Compensation is not available as a monoline policy.

Environmental Impairment Liability indications available upon request.

Attachment: 2021 Insurance Premium Summary (RESOLUTION 3794 : A Resolution Approving the City of Mequon's Insurance Program for

City of Mequon

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

www.ci.mequon.wi.us **Office of Administration**

TO: **Common Council**
FROM: **William Jones, City Administrator**
DATE: **January 12, 2021**
SUBJECT: **RESOLUTION 3795 A Resolution Authorizing Execution of a Professional Services Agreement for Completion of an Operational Analysis of the Community Development Department with Management Partners, Cincinnati, Ohio, in an Amount Not-to-Exceed $53,990**

Background

During development of the City's annual budget in late 2019, $50,000 was included to perform an independent operational analysis of City's Community Development Department, which is comprised of both Planning and Inspections Divisions. This follows similar studies that were completed with the City's Police and Fire Departments in 2017, as well as reviews of the City's major asset classes (e.g. facilities, fleet) that were conducted by independent third-party firms in 2018. Due the onset of the COVID-19 pandemic last March, initiation of this proposed analysis was delayed over the course of 2020. More recently, however, efforts have resumed to the point where an evaluation of all proposals has now been completed, and a single firm is being recommended to complete the review.

Presently, the Community Development Department is amongst the highest revenue generating departments within the City and expanding the City's tax base through a balanced approach to economic development consistently ranks amongst the Common Council's highest priorities each year. Ideally, the completion of an operational analysis of Mequon's development, permitting and inspection functions will help the City determine if: (1) its processes, procedures and technology are optimally and efficiently designed and implemented; and (2) it is using all available best practices to communicate expectations and requirements to developers, owners, contractors and other interested third parties. Moreover, information generated from this study will provide specific recommendations regarding operational, technological, customer-focused and facility enhancements for the City to implement and/or consider during future budgeting cycles.

Analysis

In accordance with the City's purchasing policy, staff issued a Request-for-Proposals (RFP) last spring for the completion of the proposed analysis. The RFP was posted on the City's website, advertised in the *Milwaukee Journal Sentinel* and distributed to more than a dozen consulting firms. Pursuant to the RFP, which was reviewed by the Finance-Personnel Committee on March 10, 2020, the proposed assessment is to include:

- A review of the Department's current practices related to development and engineering reviews, permitting and inspections, marketing and business recruitment/retention and internal communication/approval processes.

- A review of the Department's operational structure, staffing levels and organizational effectiveness, with recommendations for determining appropriate staffing and performance standards based on current and future service demands (including the use of similar/relevant community benchmarks for evaluating staffing levels).
- An analysis of the Department's current technology platform to identify gaps or inefficiencies that are not in line with available technology. As part of this review, particular attention will be paid to identifying options for overhauling the Inspection Division's legacy permitting system and to incorporating other technologies to improve overall customer satisfaction while enhancing productivity and transparency.
- An assessment of all types and forms of internal and external communications related to matters handled by the department, and outreach to stakeholders to obtain feedback on perceptions related to departmental performance, customer service and opportunities for improvement.
- An evaluation of the Department's physical layout and location within City Hall to ensure that in-person customer interactions are optimized, and that appropriately accounts for the current and future workspace and file storage needs of the Department.
- Identification of options for other efficiency improvements, including the potential utilization of shared services, outsourcing or opportunities for mergers/regionalization.

Given approximately ten (10) weeks last spring to reply, ten (10) firms responded as follows:

Firm	**Location**	**Cost**	**Expenses**	**Total**
65th North Group	Chandler, Arizona	$30,720	-	$30,270
RW Management Group	Neenah, Wisconsin	$34,950	-	$34,950
Berry Dunn	Portland, Maine	$44,940	-	$44,940
Matrix Group	San Mateo, California	$42,560	$3,690	$46,250
Reengine Consulting	Leander, Texas	$48,050	-	$48,050
MGT Consulting	Northfield, Illinois	$50,670	$1,800	$52,470
Novak Consulting	Cincinnati, Ohio	$52,800	-	$52,800
Management Partners	Cincinnati, Ohio	$49,990	$4,000	$53,990
Avero Advisers	Maryville, Tennessee	$54,920	-	$54,920
Baker Tilly	Plano, Texas	$56,610	$9,750	$66,360

An evaluation committee consisting of the Mayor, City Administrator, Community Development Director and Assistant Community Development Director assessed the proposals based upon evaluation criteria outlined in the RFP, including related experience, project team qualifications, proposed methodology, overall quality and cost. Following the evaluation committee's initial review, the ten firms were ranked according to the City's identified criteria, and six firms (Avero, Baker Tilly, Berry Dunn, Matrix, Management Partners & MGT) were selected for initial interviews in early November. Thereafter, the committee was joined by Alderman Parrish for a second round of interviews that were conducted with three firms identified as finalists. Following the conclusion of this second round of interviews in late November, the committee determined that Management Partners is the firm that is best qualified to perform this analysis on behalf of the City.

The proposal presented by Management Partners fully addresses the RFP, demonstrates a complete understanding of the required scope of services, presents a well-qualified project team that has worked on several similar projects, and provides a strong group of local government client references. Reference checks found Management Partners has successfully completed numerous community development projects for other municipalities and jurisdictions throughout the country, both on-time and within budget. The assigned project manager has more than 30 years of experience assisting local governments with performance measurement and strategic planning, and currently serves as corporate vice-president of the firm.

Fiscal Impact

As noted, the City received ten proposals ranging from $30,270 - $66,360. While Management Partners did not provide the lowest cost amongst the ten proposers, the evaluation committee nevertheless concluded that Management Partners is the firm that is best suited to perform this review. Though the proposed cost is slightly higher (8%) than the $50,000 originally budgeted, sufficient funds are on hand at the conclusion of the 2020 fiscal year to account for this overage. Pending the Common Council's concurrence with the review committee's recommendation, it is anticipated that the organizational analysis will commence immediately, and be completed by mid-year, prior to starting the FY2022 budget development process. Copies of all proposals received in connection with this project are on file in the City Administrator's Office.

Recommendation

A recommendation is forthcoming from the Finance-Personnel Committee on January 12, 2021.

Attachments:
MANAGEMENT PARTNERS AGREEMENT - 1.12.21_ (DOC)
COMMUNITY DEVELOPMENT ASSESSMENT RFP - 3.12.20 (DOCX)
RFP ADDENDUM #1 - 4.7.20 (DOCX)
MANAGEMENT PARTNERS PROPOSAL(PDF)
MANAGEMENT PARTNERS COVER LETTER - 12.22.20 (DOCX)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3795

A Resolution Authorizing Execution of a Professional Services Agreement for Completion of an Operational Analysis of the Community Development Department with Management Partners, Cincinnati, Ohio, in an Amount Not-to-Exceed $53,990

A. The City previously identified the need to complete an organizational analysis of the City's Community Development Department.

B. Staff issued a Request for Proposals for the completion of said organizational analysis.

C. The proposals were received and reviewed by the City and the top firms were interviewed by City representatives.

D. Following that process, it is recommended that the Award of Contract for the organizational analysis should be made to Management Partners of Cincinnati, Ohio, in the amount of $53,900, which represents the proposal that is in the best interests of the City.

E. The Finance-Personnel Committee approved this recommendation at its meeting on January 12, 2021.

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

1. The Professional Services Agreement for an Organizational Analysis of the Community Development Department is awarded to Management Partners of Cincinnati, Ohio, in an amount not to exceed $53,990, 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 12, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on January 12, 2021.

Caroline Fochs, City Clerk

CITY OF MEQUON
PROFESSIONAL SERVICES AGREEMENT

This **AGREEMENT** is dated as of the _____ day of January, 2021 (***"Agreement"***), and is by and between the **CITY OF MEQUON**, a Wisconsin municipal corporation (***"City"***) and the Consultant identified in Section 1.A of this Agreement.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the City's statutory powers, the parties agree as follows:

SECTION 1. CONSULTANT.

A. Engagement of Consultant. The City desires to engage the Consultant identified below to perform and to provide all necessary professional consulting services to perform the work in connection with the project identified below:

Consultant Name (*"Consultant"*): Management Partners

Address: 1730 Madison Road, Cincinnati, Ohio 45206

Telephone: (513) 861-5400

E-Mail: apaul@managementpartners.com

Agreement Amount: $53,990

B. Project Description. The Consultant has been engaged to complete a comprehensive analysis of the City's community development function and to provide recommendations to address findings resulting from this review. The project is further described in the Request for Proposals issued by the City on March 12 & April 7 (Addendum), 2020, which are attached as **Exhibit A** to this Agreement ("***RFP***").

C. Representations of Consultant. The Consultant has submitted to the City work proposals dated May 20 & December 22, 2020, copies of which are attached as **Exhibit B** to this Agreement (***"Proposal"***). The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the consulting services that are set forth in the RFP and in the Proposal (***"Services"***) in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

Attachment: MANAGEMENT PARTNERS AGREEMENT - 1.12.21_ (RESOLUTION 3795 : Management Partners Contract)

SECTION 2. SCOPE OF SERVICES.

A. Retention of the Consultant. The City retains the Consultant to perform, and the Consultant agrees to perform the Services.

B. Services. The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

C. Commencement; Time of Performance. The Consultant shall commence the Services immediately upon receipt of written notice from the City that this Agreement has been fully executed by the Parties (***"Commencement Date"***). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon the termination of this Agreement by the City, but in no event later than August 31, 2021 (***"Time of Performance"***). The City may modify the Time of Performance at any time upon 15 days prior written notice to the Consultant. Delays caused by the City shall extend the Time of Performance in equal proportion to the delay caused by the City; provided, however, that the Consultant shall be responsible for completion of all work within the Time of Performance, notwithstanding any strike or other work stoppage by employees of either Consultant or of the City.

D. Reporting. The Consultant shall regularly report to the City Administrator, or his designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. Agreement Amount. The total amount paid by the City for the Services under this Agreement (including, without limitation, the amount of all reimbursable expenses) shall not exceed $53,990 (***"Agreement Amount"***).

B. Invoices and Payment. The Consultant shall submit invoices in an approved format to the City for costs incurred by the Consultant in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in the Proposal. The City shall pay to the Consultant the amount billed within 30 days after receiving such an invoice.

C. Records. The Consultant shall maintain records showing actual time devoted and costs incurred and shall permit the City to inspect and audit all data and records of the Consultant for work done pursuant to this Agreement. The records shall be made available to the City at reasonable times during the term of this Agreement, and for one year after the termination of this Agreement.

Attachment: MANAGEMENT PARTNERS AGREEMENT - 1.12.21_ (RESOLUTION 3795 : Management Partners Contract)

D. **Additional Services**. The Consultant acknowledges and agrees that the City shall not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement (***"Additional Services"***), regardless of whether such Additional Services are requested or directed by the City, except upon the prior written consent of the City.

E. **Taxes, Benefits, and Royalties.** Each payment by the City to the Consultant includes all applicable federal, state, and City taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty, or fee are hereby waived and released by the Consultant.

F. **Final Acceptance.** The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the City of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL; SUBCONTRACTORS.

A. **Key Project Personnel.** The Key Project Personnel identified in the Proposal shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the City's prior written approval.

B. **Availability of Personnel.** The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the City as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the City for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassignment, or resignation.

C. **Approval and Use of Subcontractors.** The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved in

Attachment: MANAGEMENT PARTNERS AGREEMENT - 1.12.21_ (RESOLUTION 3795 : Management Partners Contract)

advance by the City in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the City. The City's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the City and consistent with commonly accepted professional practices, the Consultant shall immediately upon notice from the City remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION.

A. Confidential Information. The term ***"Confidential Information"*** shall mean information in the possession or under the control of the City relating to the technical, business, or corporate affairs of the City; City property; user information, including, without limitation, any information pertaining to usage of the City's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. City Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Consultant from a source other than the City prior to the time of disclosure of such information to the Consultant pursuant to this Agreement (***"Time of Disclosure"***); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the City; or (4) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the City to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the Services for the City under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the City. The Consultant shall use reasonable

Attachment: MANAGEMENT PARTNERS AGREEMENT - 1.12.21_ (RESOLUTION 3795 : Management Partners Contract)

measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

A. Representation and Certification of Services. The Consultant represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the City.

B. Indemnification. The Consultant shall, and does hereby agree to, indemnify, save harmless, and defend the City against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Consultant's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications set forth in Section 6.A of this Agreement.

C. Insurance. The Consultant shall provide, at its sole cost and expense, liability insurance in the aggregate amount of $1,000,000, which insurance shall include, without limitation, protection for all activities associated with the Services. The insurance shall be for a minimum of $1,000,000 per occurrence for bodily injury and $1,000,000 per occurrence for property damage. The Consultant shall cause the City to be named as an additional insured on the insurance policy described in this Section 6.C. Not later than 10 days after the Commencement Date, the Consultant shall provide the City with either: (a) a copy of the entire insurance policy; or (b) a Certificate of Insurance along with a letter from the broker issuing the insurance policy to the effect that the Certificate accurately reflects the contents of the insurance policy. The insurance coverage and limits set forth in this Section 6.C shall be deemed to be minimum coverage and limits, and shall not be construed in any way as a limitation on the Consultant's duty to carry adequate insurance or on the Consultant's liability for losses or damages under this Agreement.

D. No Personal Liability. No elected or appointed official or employee of the City shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

A. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor

Attachment: MANAGEMENT PARTNERS AGREEMENT - 1.12.21_ (RESOLUTION 3795 : Management Partners Contract)

done pursuant to, this Agreement shall be construed: (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the City and Consultant; or (2) to create any relationship between the City and any subcontractor of the Consultant.

B. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no elected or appointed City official, employee or agent has a personal financial interest in the business of the Consultant or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. No Collusion. The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the City prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the City for all loss or damage that the City may suffer, and this Agreement shall, at the City's option, be null and void.

D. Termination. Notwithstanding any other provision hereof, the City may terminate this Agreement at any time upon 15 days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed, which shall be determined on the basis of the rates set forth in the Proposal.

E. Compliance With Laws and Grants.

1. Compliance with Laws. The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or

Attachment: MANAGEMENT PARTNERS AGREEMENT - 1.12.21_ (RESOLUTION 3795 : Management Partners Contract)

requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, and the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq*. The Consultant shall also comply with all conditions of any federal, state, or local grant received by the City or the Consultant with respect to this Agreement or the Services.

2. Liability for Noncompliance. The Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or any of its subcontractors', performance of, or failure to perform, the Services or any part thereof.

F. Default. If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement (***"Event of Default"***), and fails to cure any such Event of Default within 10 business days after the Consultant's receipt of written notice of such Event of Default from the City, then the City shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by Consultant. The City may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement;

2. Termination of Agreement by City. The City may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination; and/or

3. Withholding of Payment by City. The City may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the City as the result of any Event of Default by the Consultant or as a result of actions taken by the City in response to any Event of Default by the Consultant.

G. No Additional Obligation. The Parties acknowledge and agree that the City is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant or with any vendor solicited or recommended by the Consultant.

H. Common Council Authority. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by, the Consultant to vendors shall be subject to the approval of the Common Council. For

Attachment: MANAGEMENT PARTNERS AGREEMENT - 1.12.21_ (RESOLUTION 3795 : Management Partners Contract)

purposes of this Section 7.H, "vendors" shall mean entities engaged in subcontracts for the provision of additional services directly to the City. The City shall not be liable to any vendor or third party for any agreements made by the Consultant without the knowledge and approval of the Common Council.

I. Mutual Cooperation. The City agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the City may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the City in the performance and completion of the Services and with any other consultants engaged by the City.

J. News Releases. The Consultant shall not issue any news releases, advertisements, or other public statements regarding the Services without the prior written consent of the City Administrator.

K. Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received from the City by the Consultant in connection with any or all of the Services to be performed under this Agreement (***"Documents"***) shall be and remain the exclusive property of the City. At the City's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the City.

SECTION 8. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

B. Assignment. This Agreement may not be assigned by the City or by the Consultant without the prior written consent of the other party.

C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Parties to this Agreement and their agents, successors, and assigns.

D. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this

Attachment: MANAGEMENT PARTNERS AGREEMENT - 1.12.21_ (RESOLUTION 3795 : Management Partners Contract)

Section 8.D, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the City shall be addressed to, and delivered at, the following address:

City of Mequon
11333 N. Cedarburg Road
Mequon, Wisconsin 53092
Attention: William Jones, City Administrator

With a copy to:

Wesolowski, Reidenbach & Sajdak
11402 W. Church Street
Franklin, Wisconsin 53132
Attention: Brian Sajdak, City Attorney

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address:

Management Partners
1730 Madison Road
Cincinnati, Ohio 45206
Attn: Amy Paul, Corporate Vice-President

E. Third Party Beneficiary. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the City.

F. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

G. Time. Time is of the essence in the performance of all terms and provisions of this Agreement.

H. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

Attachment: MANAGEMENT PARTNERS AGREEMENT - 1.12.21_ (RESOLUTION 3795 : Management Partners Contract)

I. Governing Law and Venue. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Wisconsin. Venue for any action or other proceeding that may be brought arising out of, in conjunction with, or by reason of this Agreement, shall be the Wisconsin Circuit Court for and in Ozaukee County.

J. Authority to Execute.

1. The City. The City hereby warrants and represents to the Consultant that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. The Consultant. The Consultant hereby warrants and represents to the City that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral relating to the subject matter of this Agreement.

L. Waiver. Neither the City nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the City or the Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the City's or the Consultant's right to enforce such rights or any other rights.

M. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

N. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

O. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement.

Attachment: MANAGEMENT PARTNERS AGREEMENT - 1.12.21_ (RESOLUTION 3795 : Management Partners Contract)

As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

P. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

Q. Exhibits. Exhibit A, the City's Request for Proposals (RFP), and Exhibit B, the Consultant's Proposal, are attached to, and by this reference incorporated in and made a part of, this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control. In the event of a conflict between the RFP and the proposal, the RFP shall control.

R. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

S. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____ day of _____, 2020.

ATTEST:

By: _____
Caroline A. Fochs, City Clerk

CITY OF MEQUON

By: _____
John Wirth, Mayor

Approved as to Form:

_____
Brian C. Sajdak, City Attorney

Attachment: MANAGEMENT PARTNERS AGREEMENT - 1.12.21_ (RESOLUTION 3795 : Management Partners Contract)

ATTEST:

By:_____

Title:_____

CONSULTANT

By: _____

Its: _____

Attachment: MANAGEMENT PARTNERS AGREEMENT - 1.12.21_ (RESOLUTION 3795 : Management Partners Contract)

EXHIBIT A

City of Mequon Request-for-Proposal (RFP) Dated _____, 2020

Attachment: MANAGEMENT PARTNERS AGREEMENT - 1.12.21_ (RESOLUTION 3795 : Management Partners Contract)

EXHIBIT B

Proposal Dated _____, 2020

Attachment: MANAGEMENT PARTNERS AGREEMENT - 1.12.21_ (RESOLUTION 3795 : Management Partners Contract)

REQUEST FOR PROPOSAL (RFP)

COMMUNITY DEVELOPMENT OPERATIONAL ANALYSIS

CITY OF MEQUON, WISCONSIN

March 12, 2020

Attachment: COMMUNITY DEVELOPMENT ASSESSMENT RFP - 3.12.20 (RESOLUTION 3795 : Management Partners Contract)

Attachment: COMMUNITY DEVELOPMENT ASSESSMENT RFP - 3.12.20 (RESOLUTION 3795 : Management Partners Contract)

I. GENERAL INFORMATION

The City of Mequon, Wisconsin is soliciting proposals from qualified firms to conduct an analysis of its Community Development function and provide specific recommendations regarding operational, technological, customer-focused and facilities enhancements for the City to consider and potentially implement.

Since its incorporation in 1957, Mequon has had a mayor-council form of government. The City comprises approximately 48 square miles and serves approximately 24,000 residents and more than 800 businesses. Considered one of Wisconsin's most affluent communities, Mequon has the distinction of historically maintaining one of the lowest municipal property tax rates and one of the highest assessed values per person ratios in the state.

Located along the western shores of Lake Michigan, approximately 14 miles north of downtown Milwaukee, Mequon is home to two post-secondary education institutions: Concordia University of Wisconsin and Milwaukee Area Technical College (Mequon Campus). The City is bordered by a total of eight other communities: the Cities of Cedarburg and Milwaukee, the Towns of Cedarburg and Grafton, and the Villages of Bayside, Brown Deer, Germantown and River Hills. Additionally, the Village of Thiensville is contained in the middle of Mequon.

Presently, the City has approximately 115 full-time employees, 63 part-time/seasonal employees and 65 paid-on-call Firefighters/Emergency Medical Technicians.

The Community Development Department consists of one Director, one Assistant Director, one Inspections Supervisor, one Planner, three Building Inspectors, one Permit Coordinator and one Administrative Assistant. The Department is also supported by a part-time Administrative Assistant (.75 FTE), a contracted Code Enforcement Inspector (.50 FTE) and contractual inspection services on a project or as-needed basis. Additionally, the Community Development Department works closely with and is supported by the Engineering Division.

Proposal documents are available from the City of Mequon, Attn: William H. Jones, Jr., City Administrator, 11333 N. Cedarburg Road, Mequon, Wisconsin 53092; Phone: 262-236-2940; E-Mail: wjones@ci.mequon.wi.us. Proposal documents and any addenda may also be accessed online through www.ci.mequon.wi.us. Select the 'Request for Proposals' tab, then select the RFP titled: 'Community Development Analysis'. Sealed proposals should be delivered to the City Administrator's Office at the address listed above and will be accepted until the proposal deadline of 4:00 p.m. on Monday, April 20, 2020. Late proposals will be rejected.

II. SCOPE OF SERVICES

As indicated above, Mequon is soliciting proposals from firms to conduct an analysis of its community development processes. Generally, the City would like to determine if (1) the City's processes, procedures and technology are optimally and efficiently designed and implemented; and (2) the City is using best practices to communicate expectations and requirements to developers, owners, contractors and other interested third parties. To achieve those goals, the City seeks detailed and specific recommendations regarding the following matters. If the consultant advises that there are other items that should be examined to achieve the foregoing general goals, or that a review of

some of the following would likely result in little or no useful information or would not be cost-effective, the City is willing to consider adjustments to this scope of services.

A. Operations

1. Development Process and Business Practices Review
   a) Review and analyze the City's development review and approval processes.
   b) Review and analyze the City's building permit and inspections processes.
   c) Review and analyze the City's Engineering Division approval processes related to development.
   d) Review and analyze the City's marketing and business recruitment and retention efforts.
   e) Review whether these various functions are optimally managed, coordinated and integrated.
   f) Identify options and processes for improving internal and external communications to streamline the development, permitting and inspections processes.
   g) Identify options for efficiency improvements.
   h) Examine options for sharing of services, outsourcing and mergers/regionalization.

2. Departmental Structure and Staffing Levels
   a) Review the Community Development Department's operational structure (two Divisions: Planning and Inspections).
   b) Review current staffing levels and the effectiveness of authorized job classifications within the Department; identify current and likely future service demands (including the use of similar/relevant community benchmarks for evaluating staffing levels); identify alignment between staffing levels and job duties; quantify workloads as well as identify whether personnel are allocated correctly to meet demands; and determine whether the current complement of permanently staffed positions and contracted positions is appropriate to meet long-term needs.
   c) Consider other human resources-related matters, including without limitation professional certification requirements, professional development/training needs and succession planning.

B. Technology

1. Analyze current software systems to identify gaps or inefficiencies that are not in line with available technology. Focus particular attention on identifying options related to an overhaul of the department's obsolete and unsupported legacy permitting and inspections program.
2. Identify specific online services and software, including without limitation permit filing, plan submission, geo-mapping for inspections, and online payments, that can be incorporated into any new permitting and inspections software, as well as other features or enhancements (e.g. customer relationship management software/tools) that can be implemented to enhance productivity, efficiency and transparency.
3. Analyze opportunities to incorporate existing or emerging field technologies (e.g. laptops, tablets, headsets, etc.) into the permitting and inspections processes to reduce wait times and eliminate delays.

Attachment: COMMUNITY DEVELOPMENT ASSESSMENT RFP - 3.12.20 (RESOLUTION 3795 : Management Partners Contract)

4. Examine ways to reduce reliance on paper and hard copy documents and recommend methods for reducing and managing the large backlog of paper files currently stored as part of the development process.
5. Recommend information sharing programs or software to allow all stakeholders involved in a project, including perhaps the public, to have all or substantially all of the same information regarding deadlines and tasks to be completed.

C. Customer Service and Stakeholder Communications

1. Review and analyze all types and forms of internal and external communications (phone, e-mail, website, signage, text, social media, etc.) related to residential, commercial and institutional matters handled by the department, including without limitation building, planning, zoning, economic development and code enforcement.
2. Identify public and private market perceptions that are obstacles to achieving both a "customer-friendly" reputation and the City's desired development standards and objectives.
3. Outreach to stakeholders (a combination of surveys, focus groups and one-on-one interviews) to obtain feedback on customer communications and perceptions of processes. Identify areas for improvement.
4. Outreach to staff and officials (Common Council, Planning Commission and other relevant committees, boards and commissions) to identify areas for improvement.
5. Review and analyze the breadth and depth of information on the City website that is available or maintained (e.g. ordinance changes, etc.) on behalf of residents, the community, departmental customers and the public-at-large.

D. Facilities

1. Review the Department's current physical layout and location within Mequon City Hall, including an analysis of office/workspace needs and file storage requirements.
2. Analyze the advantages and disadvantages of relocating the Department within City Hall to better leverage existing synergies with the Assessor's Office and Engineering Division.
3. Analyze whether the Department's layout and facilities in City Hall enhance in-person customer interactions.

E. Emerging Trends

In the wake of performing the required tasks outlined in subparts A-D, identify other issues and/or emerging community development trends (local, regional or national).

This study will include data gathering to help in analysis and review, to make recommendations on program needs and changes, and help plan and prepare for future service delivery to the Department's diverse customer base and the general public. It will set measurable goals and priorities, identify performance issues and apply strategies to follow a path of continuous improvement. Information and other data collected throughout the course of this analysis will be reviewed during 60- and 120-day updates between the City and consultant to ensure that identified objectives are addressed, and made available as appendices and/or supplements to the final report delivered to the City.

The completed report will provide an outline of desired services and service levels through review and discussion with elected officials, staff, community stakeholders and other agencies as needed.

Attachment: COMMUNITY DEVELOPMENT ASSESSMENT RFP - 3.12.20 (RESOLUTION 3795 : Management Partners Contract)

This may include new services not currently provided, expansion, change or reductions in service delivery and joint or eliminated services.

To the extent suggestions are made that might involve a substantial investment by the City or substantial ongoing operating costs, such recommendations should be thoroughly supported, analyzed and explained. Recommended technology improvements should be specific and include possible vendor recommendations.

Upon completion, the analysis should provide short-term (tactical) and longer-term (strategic) recommendations and other information to assist the Common Council, City Administrator and Community Development Director in strategic planning.

III. PROPOSAL SUBMISSION INSTRUCTIONS

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the proposing firm's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content and cost effectiveness of the proposal.

Proposals (one electronic copy requested) should be delivered by mail or e-mail to the City Administrator's Office at the address listed on page 2. Proposals will be accepted until 4:00 p.m. on Monday, April 20, 2020. Any questions should be submitted in writing to William H. Jones, Jr., City Administrator. Questions can be submitted by mail or e-mail, as indicated on pages 2 and 6. All questions must be received by no later than 4:00 p.m. on Monday, March 30, 2020.

Based on the estimated value of the requested services, the City is soliciting quotes. Nevertheless, the evaluation of experience and qualifications is also critically important. As such, the City will accept proposals containing both technical and price proposal information in a single document submission. Proposals should include:

1. A summary cover letter.
2. Documentation of the relative experience and qualifications of the proposing firm that apply to the project's scope, including any specialized experience related to the project.
3. Designation of a firm principal who will oversee the project, as well as the primary staff person(s) who will conduct the study.
4. Resumes and detailed information on the experience and qualifications of the proposed staff who will conduct the study.
5. A client list of other municipal government organizations (preferably suburban communities like Mequon that have substantial undeveloped land, prefer low density development and have a population base of more than 10,000 and less than 50,000) for which the proposing firm has conducted similar reviews during the past 10 years. Provide a brief description of the services performed, including contact information. The proposing firm authorizes the City to check references from the contacts identified.
6. Summary lists of various service enhancements and cost-saving strategies that have been recommended by the proposing firm during previous consulting engagements. The lists should include the subject jurisdiction and the estimated/actual: a) cost of proposed service enhancements; and the b) amount of cost savings, that respectively, were either recommended or achieved.

Attachment: COMMUNITY DEVELOPMENT ASSESSMENT RFP - 3.12.20 (RESOLUTION 3795 : Management Partners Contract)

7. A timeline for completing the proposed analysis, including estimate of hours, breakdown of hours by activity, number and type of meetings, description of study participants and estimated completion date. Proposing firms should confirm they are able to begin providing services to the City no later than May 15, 2020.
8. A price proposal. The City prefers itemized pricing for completing the analysis as opposed to a single lump sum. Please also include an estimate of reimbursable expenses and an hourly rate if additional or supplementary services are available.
9. Scope of work.
10. Data gathering methodology.
11. Any other information that might assist the City in evaluating the proposing firm's proposal and qualifications.
12. A completed Proposal Submission Form and Certificate of Non-Collusion (**Attachment A**).

Four bound copies of the FINAL REPORT will be prepared and supplied to the City, and one electronic copy on a CD or thumb drive should also be provided. Completion of this analysis will also be inclusive of separate presentations to the City's Planning Commission and Common Council (likely at public meeting(s) in the evening). Expenses associated with preparing and supplying the report(s) and any presentation(s) should be inclusive in proposal pricing.

Except for exempt materials, all proposals and information submitted by proposing firms will be available for viewing after the evaluation process is complete and a contract is awarded to the selected proposing firm(s). Any such request for information will be treated as public records requests.

IV. PROJECT TIMEFRAME

The City will pursue the following schedule in selecting a consultant and executing this project:

Milestone	**Completion**
Request-for-Proposal Available	March 12
Deadline for Submittal of Questions Concerning RFP	March 30
Distribution of Responses to RFP Questions	April 6
Deadline for Submittal of RFP Proposals (one electronic copy requested)	April 20
Proposing Firm Interviews and/or Proposal Evaluations Completed	May 4
Award of Contract to Recommended Consultant(s)	May 12
Consulting Agreement(s) Executed; Project Commences	May 15
60-Day Progress Update w/ Project Team (Meeting or Teleconference)	July 15
120-Day Progress Update w/ Project Team (Meeting or Teleconference)	September 15
Consultant Completes Analysis and Presents Initial Report	November 13
Comments Returned to Consultant	November 25
Final Draft Delivered to City	December 2
Presentation to Mayor and Common Council	December 8

V. EVALUATION & SELECTION

The City will evaluate proposals based on experience performing development-related and/or operational analyses for municipal governments or other similar authorities, the experience and qualifications of the proposed staff that will administer the City's analysis, the quality and

Attachment: COMMUNITY DEVELOPMENT ASSESSMENT RFP - 3.12.20 (RESOLUTION 3795 : Management Partners Contract)

thoroughness of the proposals and references/recommendations from past clients. The City will also take price into consideration in determining which proposal is most advantageous.

The City will review all proposals and may select one or more finalists for interviews. The City may also require the submission of supplemental materials. The successful contractor(s) will be required to enter into an agreement for professional services with the City of Mequon, a copy of which is enclosed as **Attachment B**. Proposals may be withdrawn at any time, and withdrawal of a proposal will not prejudice the right of a proposing firm to file a new proposal.

The City of Mequon reserves the right to accept or reject any or all proposals, to waive minor informalities, to cancel, delay or suspend all or any part of this RFP and to award a contract deemed to be in the best interests of the City. Further, the City reserves the right to issue subsequent requests for proposals, postpone opening for its own convenience, remedy technical errors or waive non-material irregularities in the RFP process and negotiate with any, all or none of the proposing firms.

VI. ADDITIONAL INFORMATION

As indicated, interested firms should direct questions regarding this Request to the City's official contact for this project, as follows:

William H. Jones, Jr.
City Administrator
City of Mequon
11333 N. Cedarburg Road
Mequon, Wisconsin 53092
(262) 236-2940 / wjones@ci.mequon.wi.us

Attachment: COMMUNITY DEVELOPMENT ASSESSMENT RFP - 3.12.20 (RESOLUTION 3795 : Management Partners Contract)

ATTACHMENT A:

PROPOSAL SUBMISSION FORM
REQUEST FOR PROPOSAL (RFP)
COMMUNITY DEVELOPMENT DEPARTMENT OPERATIONAL ANALYSIS

CERTIFICATE OF NON-COLLUSION: REQUIRED FORM

The undersigned certifies under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business partnership, corporation, union, committee, club or other organization, entity or group of individuals.

_____ _____
Signature of Person Submitting Contract/Bid Date

_____
Name of Business

ACKNOWLEDGEMENT OF ADDENDA:

Acknowledge the receipt of addenda, if any (indicate date(s)):_____, _____, _____.

Attachment: COMMUNITY DEVELOPMENT ASSESSMENT RFP - 3.12.20 (RESOLUTION 3795 : Management Partners Contract)

ADDENDUM NO. 1
CITY OF MEQUON
REQUEST FOR PROPOSALS TO CONDUCT A
COMMUNITY DEVELOPMENT OPERATIONAL ANALYSIS

April 7, 2020

TO ALL PROPOSERS:

Attention of all Proposers is called to the following revisions and general clarifications and interpretations to the Proposal Documents for the completion of a Community Development Operational Analysis for the City of Mequon, Wisconsin.

The information given in this Addendum shall be considered by each prospective Proposer in the preparation of its Proposal.

Receipt of this Addendum shall be acknowledged on Attachment A: Proposal Submission Form that is included with the Request for Proposals issued by the City. Additionally, it is requested a copy of this Addendum be included in the Proposer's Proposal.

GENERAL CLARIFICATIONS & INTERPRETATIONS

The following is a list of general clarifications and interpretations of the proposal documents based on inquiries received via electronic mail:

Question 1: Please provide the budget for this analysis. We won't price according to the budget. However, we are able to understand more about potential client expectations by knowing the budget.

Response: *The City has budgeted sufficient funds for this analysis, in the approximate range of $40,000 - $55,000. Price, as mentioned in the RFP, will be a significant factor in rating any submittals received by the City.*

Question 2: The scope asks the firm to "identify specific online services and software" and "recommend information sharing programs or software". Typically we recommend requirements of software, but do not endorse or recommend any specific software. Is recommending a specific software package a requirement of the project?

Response: *Recommendations concerning specific software packages are not a requirement for this project. Nevertheless, the City is interested in learning more specific details about the types and functionalities of industry-leading software programs that are utilized in similar applications or like jurisdictions. Currently, the City uses Tyler MUNIS as its Enterprise Resource Planning (ERP) platform.*

Attachment: RFP ADDENDUM #1 - 4.7.20 (RESOLUTION 3795 : Management Partners Contract)

Accordingly, recommendations regarding future software requirements (or packages) that the City may wish to consider should be compatible (either readily, or through development of an interface) with MUNIS.

Question 3: In addition to the Community Development and Engineering Departments, are there other departments involved in the plan review and permitting processes that we should consider? These might include Fire, Utilities, Parks.

Response: *Beyond the Community Development Department and the Engineering Division, other departments/divisions involved in the City's plan review and permitting process include Fire and Utilities (Sewer & Water). Typically, utility reviews are coordinated through the Engineering Division, which maintains operational oversight of these areas. Accordingly, the Fire & Utility functions relative to plan review/permitting should be included and evaluated as part of the analysis.*

Question 4: The RFP speaks of an "obsolete and unsupported legacy permitting and inspections program." Is that a home-grown system or a commercial package? If the latter, what product are you currently using?

Response: *Black Bear (PT Win32) is the current permitting and inspections program operated by the City. In all likelihood, this program has been used by Community Development for at least the last twenty years. There is also a home-grown Access based database system used to track development projects in the City.*

Question 5: Concerning the technology aspects of the assessment, are you expecting detailed system requirements for a future system(s), or a more generalized future-state technology concept/vision?

Response: *Concerning the technology aspects of the assessment, the selected consultant will provide both a future-state technology vision for the Department and the City to consider, as well as detailed recommendations on how the organization may pursue the implementation of such. These recommendations could include detailed system requirements and/or specific examples of software programs utilized in similar applications or like jurisdictions. This analysis should include what barriers currently exist to incorporate these recommendations.*

Question 6: Is Code Enforcement - property maintenance, health, etc. - included within the project scope?

Response: *As indicated in the City's Request-for-Proposals, the Community Development Department is staffed by a contracted Code Enforcement Inspector equivalent to a half-time employee, or .50 FTE. While this position was previously responsible*

Attachment: RFP ADDENDUM #1 - 4.7.20 (RESOLUTION 3795 : Management Partners Contract)

for conducting health and food inspections, these responsibilities are no longer handled locally by the City. Given that a key component of the overall analysis is to evaluate staffing and service delivery levels within the Department, proposers should include the code enforcement function as part of this review.

Question 7: Internal outreach - in addition to the Common Council and Planning Commission, what other committees, boards and commissions do you contemplate including?

Response: *In addition to the Common Council and Planning Commission, the selected firm should also consider consulting with members of the City's Architectural Board, Economic Development Board and Board of (Zoning) Appeals. Additionally, broader stakeholder groups to be consulted will likely include the Mequon-Thiensville Chamber of Commerce Board of Directors as well as the Ozaukee (County) Economic Development Board of Directors.*

Question 8: The scope of this assessment is very comprehensive and detailed and you have invited respondents to add or reduce scope items as needed to achieve the City's goals. Is there a budget target we should be trying to hit?

Response: *Please see the previous response to Question #1.*

Additional Information

9. Due to the ongoing COVID-19 crisis, the City will not be able to thoroughly evaluate proposals and award a contract to a selected firm on May 12, 2020, as originally contemplated. Accordingly, the deadline for proposal submissions has been extended by 30 days, from 4:00 p.m. on Monday, April 20, to 4:00 p.m. on Wednesday, May 20. Given this extension, it is anticipated that a contract award to the firm determined to be the best qualified to perform this analysis will be considered by the Common Council at its regularly scheduled meeting on Tuesday, June 9.

10. Despite the postponed submittal deadline referenced above, the City is interested in completing this analysis prior to the conclusion of calendar year 2020. Accordingly, it is requested that potential respondents include a proposed project timeline that reflects such and that includes major milestones contained in the City's original RFP.

DATED this 7th day of April, 2020.

CITY OF MEQUON

By: /s/ William H. Jones, Jr.
City Administrator
City of Mequon, Wisconsin

Attachment: RFP ADDENDUM #1 - 4.7.20 (RESOLUTION 3795 : Management Partners Contract)

Proposal for

Community Development Operational Analysis

City of Mequon

May 20, 2020

Submitted by Management Partners
1730 Madison Road
Cincinnati, Ohio 45206

Management Partners

Attachment: MANAGEMENT PARTNERS PROPOSAL (RESOLUTION 3795 : Management Partners Contract)

Management Partners

May 20, 2020

Mr. William H. Jones, Jr.
City Administrator
City of Mequon
11333 N. Cedarburg Road
Mequon, WI 53092

Dear Mr. Jones:

The City of Mequon is located on the western shore of Lake Michigan. Its 48 square miles include rural and undeveloped land as well as urban areas, parks, and institutions of higher education. The developed part of the City flanks the Milwaukee River and includes the Village of Thiensville. The City and Village share the chamber of commerce, library, and school district.

The development review function has inherent tensions because developers are anxious to have their applications and plans approved quickly, while staff must protect the public interest and adhere to established policies and procedures. Identifying improvements to the Community Development Department's review process is an important undertaking to help increase efficiency and customer service while maintaining the City's standards and preparing for the future. The goals of the department reflect the needs of all parties involved as stated below.

- Manage and advise multiple stakeholders throughout the process for development proposals and policy analysis.
- Serve as staff liaison to our respective boards and commissions.
- Develop policies, zoning, text amendments and tools for the Port Washington Road corridor to plan for redevelopment and future, new development opportunities.
- Continue progress of Town Center development including public and private investment and evaluate additional measures to ensure success of district.
- Continue to improve economic tools, community outreach and service to stakeholders to achieve a high level of citizen satisfaction.

Management Partners has helped numerous local governments address the challenge of improving the timeliness of the development review process without compromising their professional responsibilities. To identify the opportunities for improvement, we examine the current practices, compare those with industry best practices and techniques that are working well in other community and identify opportunities to improving the development review process.

Attachment: MANAGEMENT PARTNERS PROPOSAL (RESOLUTION 3795 : Management Partners Contract)

Community Development Operational Analysis

We are local government experts who have worked with leaders for more than 25 years to help them improve the way their governments function. We are focused on results and have a bias for action. Each project is customized to the unique circumstances of the agency and incorporates the informed perspective of line employees who deliver service to residents on a daily basis.

Our team is excited about the potential of this project and we look forward to discussing our approach and qualifications with you in more detail. We can begin the project when we receive a signed contract. Under the circumstances of the pandemic, we have been successfully conducting meetings and interviews through video conferencing, which allows greater efficiency for City staff as well as for us. Please let me know if there is any other information we can provide.

Sincerely,

Jerry Newfarmer
President and CEO

Attachment: MANAGEMENT PARTNERS PROPOSAL (RESOLUTION 3795 : Management Partners Contract)

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Attachment: MANAGEMENT PARTNERS PROPOSAL (RESOLUTION 3795 : Management Partners Contract)

WHO WE ARE

Management Partners helps local governments across the U.S. to work more effectively and run more efficiently.

Founded: 1994
Offices: Cincinnati, Ohio; San Jose and Costa Mesa, California
Associates: 100+, including 16 community development and planning subject matter experts
Clients to date: 900+ local governments in 42 states
Projects completed: More than 1,700
Services offered:

- Organization Assessments
- Organization Development
- Performance Management
- Process Improvement
- Strategic and Business Planning
- Service Sharing and Service Consolidation
- Management Services
- Executive Recruitment
- Financial Planning, Budgeting and Analysis

Our many repeat clients tell us they choose us because of the principles on which our work is built:

Knowledge. We have served in local governments, so we understand the environment in which you work.

Collaboration. We strive to ensure our work supports your overall corporate strategy and goals.

Proven Methodologies. We use field-tested techniques for each aspect of the work.

Customization. We tailor each project to the client's unique needs..

Quality Work. Our processes ensure first-rate staff work and adhere to the highest ethical standards.

Action. Our recommendations are designed for implementation.

Attachment: MANAGEMENT PARTNERS PROPOSAL (RESOLUTION 3795 : Management Partners Contract)

EXPERIENCE AND TECHNICAL COMPETENCE

We help cities across the U.S. assess their processes and organization. Our projects are delivered on time and on budget with quality results.

Management Partners specializes in providing quality consulting to local government clients. Our website, managementpartners.com, has information about our past clients, which includes hundreds of jurisdictions. We believe our track record completing similar projects on time and on budget, with quality deliverables specifically designed to be implemented, makes Management Partners well qualified to successfully complete this work for Mequon.

Our Experience Conducting Community Development Reviews

While our range of services covers everything that local governments need to understand and manage the organization, below is a list of our community development review projects. They include reviewing current operations, the technology used and needed, and communication with customers. Some included assessing facilities and the possibility of one-stop configurations.

- Alhambra, California
- Aurora, Colorado
- Bothell, Washington
- Cape Coral, Florida
- Ceres, California
- Charlotte-Mecklenburg County, North Carolina
- Costa Mesa, California
- Delray Beach, Florida
- Dublin, California
- Encinitas, California
- Fullerton, California
- Gilroy, California
- Largo, Florida
- Lexington, Kentucky
- Long Beach, California
- Louisville, Kentucky
- Manhattan Beach, California
- Missouri City, Texas
- Morgan Hill, California
- Norman, Oklahoma
- North Port, Florida
- Oklahoma City, Oklahoma
- Pasadena, California
- Rancho Cordova, California
- Rockville, Maryland
- Sacramento, California
- Saint Paul, Minnesota
- San Jose, California
- Santa Cruz, California
- Santa Rosa, California
- St. Augustine, Florida
- Stockton, California
- Vallejo, California

The proposed Management Partners' project team has extensive experience in development review, economic development, technology and communication projects.

In addition to Community Development Reviews, the firm has extensive experience helping improve both the efficiency and effectiveness of all local government services. We have assisted jurisdictions with organizational staffing and improvement projects in virtually every type of local government service, including reviews of entire governments as well as selected studies of individual departments and functional activities.

Attachment: MANAGEMENT PARTNERS PROPOSAL (RESOLUTION 3795 : Management Partners Contract)

OUR TEAM

Our core team of associates assigned to this project possess relevant experience, including many years of public service and consulting expertise.

Amy Paul will serve as project manager. Her role is to provide strategic direction and be responsible for the day-to-day management of the project. She will be supported by Jacquelyn McCray, Mike Casey, Steve Chase and Sam Lieberman.

The qualifications of each team member are briefly summarized below. We have included complete resumes for each person in Attachment A of this response.

Amy Cohen Paul, Corporate Vice President

- Has **more than 30 years of experience in local government management, performance measurement and strategic planning**.
- **Improved the development review function in** Missouri City, Texas; Gilroy, Manhattan Beach, Pasadena, Santa Cruz, Santa Rosa, San Leandro, and Stockton, California; Aurora, Colorado; Norman, Oklahoma; Howard County, the Maryland-National Capital Park and Planning Commission and the City of Rockville, Maryland; Lexington and Louisville, Kentucky; Largo, North Port, and St. Augustine, Florida; and Oklahoma City, and Norman, Oklahoma.
- Assists public agencies in **developing strategic and business plans**, conducting organization reviews, implementing organizational improvements, identifying alternative service delivery methods, and **designing and implementing performance management systems.**
- Was one of the **original management team of the International City/County Management Association's Center for Performance Measurement** and helped produce ICMA's training materials on outcome measurement. Editor of the book *Managing for Tomorrow: Global Change and Local Futures* and is the author of many articles in professional publications, including *The Municipal Year Book.*
- Has assisted a wide variety of cities, counties, special districts and individual government departments and agencies with **visioning, strategic planning, goal setting, public engagement activities and other large- and small-scale facilitations**.

Jacquelyn McCray, Ph.D., Senior Manager

- Has extensive experience assisting municipalities with **improving planning and development review functions.**
- Has worked with **planning and community development departments to evaluate business processes and identify improvements** in a number of jurisdictions including: Tucson, Arizona; Nevada County, California; Scarsdale and New Castle, New York; the Unified Government of Wyandotte County and Kansas City, and Wichita, in the state of Kansas; Covington, Louisville, and Lexington-Fayette County Urban County government in Kentucky; Rockville, Montgomery County and the Maryland-National Capital Park and Planning Commission in the state of Maryland; Howard County, Maryland; Cape Coral, North Port, and

Attachment: MANAGEMENT PARTNERS PROPOSAL (RESOLUTION 3795 : Management Partners Contract)

Largo, Florida; Oklahoma City, Oklahoma, Saint Paul, Minnesota; Aurora, Colorado; and Cincinnati, Ohio.

- Expertise in process improvement and reengineering of local government development review processes and procedures; **excellent interview and facilitation skills; ability to engage employee and stakeholders in focus group meetings.**
- Worked as budget analyst, project manager and **land-use manager with the City of Cincinnati;** served as **vice chairperson and member of the Cincinnati City Planning Commission for nine years.**
- Member of the American Planning Association and American Institute of Certified Planners (AICP).

Mike Casey, Partner

- **More than 35 years of experience** in local government management.
- Has assisted public and private organizations in developing strategic business plans**, marketing their products and business development opportunities,** recruiting senior managers, creating and managing operating and capital budgets, improving project management capacity, analyzing organizational performance and **evaluating service consolidation options.**
- Has served as a **city or county manager** in Oregon, Colorado and Virginia, and has held other management positions in Missouri, North Carolina and Iowa.
- Served as a regional vice president for the International City/County Management Association

Steve Chase, Special Advisor

- Four decades of wide-ranging public service to cities, counties, regional boards and community organizations, most recently as **director of community development** in the City of Stockton.
- Has an extensive background in the integrated design, procurement and implementation of **business technology solutions** and workflow management.
- Provided expertise for the **Missouri City, Texas Development Review** project and for a similar project in Norman, Oklahoma.
- Experience as Santa Barbara County's Energy Czar, regulating offshore oil and gas permitting and spill prevention/safety compliance, and also serving as the County's **deputy director of planning and development** for the South Coast Region.
- Served as a secretary to **planning commissions, historical building review boards, design review boards**, and various city council committees on economic development, downtown revitalization, regional mall development.

Attachment: MANAGEMENT PARTNERS PROPOSAL (RESOLUTION 3795 : Management Partners Contract)

Sam Lieberman, Principal Management Analyst

- Responsible for **conducting complex financial and operational analyses** to support many different types of clients including organization reviews, process improvement studies, service sharing projects, and financial planning and budgeting studies.
- **Assisted with development review projects** in Delray Beach and St. Augustine, Florida; Missouri City, Texas; and Gilroy and Santa Cruz, California.
- Facilitated strategic planning and process improvement workshops, developed and analyzed strategic planning community input surveys and employee satisfaction and internal services surveys, conducted research and analyses, assisted in the development of performance measurement systems, and directed benchmarking research.
- Co-authored an article on how government can take advantage of data analytics programs that appeared in PM Magazine. He also collects, analyzes, and reports data for the annual Southwest Ohio Fire Benchmarking Project.

Attachment: MANAGEMENT PARTNERS PROPOSAL (RESOLUTION 3795 : Management Partners Contract)

REFERENCES

We are happy to provide contact information for any former client and have selected several to highlight.

City of Gilroy, California ⇨Development Review Improvement

Management Partners was retained by the City of Gilroy to examine the organizational structure, staffing, and workload of staff in the Community Development Department and to identify improvements to the development review process to make it more business-friendly and efficient. The project involved interviewing staff and a sampling of customers, mapping key processes, analyzing data, and conducting an employee survey. Based on our analysis, we suggested a new organization to better utilize resources, including assigning a high-level staff member responsibility for customer service in the Permit Center, and additional recommendations to improve operations.

Contact: Mr. Gabe Gonzalez, City Manager
(Former Gilroy City Manager)
City of Shafter
336 Pacific Avenue, Shafter, CA 93263
(661) 746-5000 (661) 330-7894 (cell)
ggonzalez@shafter.com

City of Manhattan Beach, California ⇨Development Review

Management Partners was retained to evaluate the City's development review process prior to a planned migration to a new land management system. The project involved interviews with staff and stakeholders with experience using the development review process, preparing process maps, and applying best practices. We also collaborated with City staff to create a development process matrix that identifies the key steps and desired turnaround times for the most common project types. After completing the project report, we developed an Implementation Action Plan and provided coaching to the staff on its execution.

Contact: Mr. Mark Danaj, City Manager
(former Manhattan Beach City Manager)
City of Fremont
3300 Capitol Avenue, Building A, Fremont, CA 94538
(510) 284-4000
mdanaj@fremont.gov

City of Missouri City, Texas ⇨Development Process Review

Management Partners conducted an assessment of Missouri City's development review process that included gathering and analyzing data, conducting confidential interviews with staff and customers/ stakeholders, observing meetings and front counter interactions, comparing peer agencies with Missouri City's operations, and applying best practices, as applicable. The recommendations for improvement identified several operational, process and business system issues requiring attention, which would enable staff to provide better customer service to internal and external stakeholders and improve workflow.

Contact: Mr. Bill Atkinson, Assistant City Manager
1522 Texas Parkway, Missouri City, TX 77489
(281) 403-8696
batkinson@missouricitytx.gov

Attachment: MANAGEMENT PARTNERS PROPOSAL (RESOLUTION 3795 : Management Partners Contract)

City of St. Augustine, Florida ⇨Development Review Process Improvement

Management Partners was retained by the City of St. Augustine to examine the development review process to identify ways to improve customer service and create more effective and efficient workflow. The project involved interviewing staff and key stakeholders, mapping key processes, analyzing data, and performing a peer benchmarking analysis. Based on our analysis, we suggested changes to the organization to better utilize resources, including assigning a high-level staff member responsibility for customer service in the Permit Center. Other recommendations address the use of technology, improving the plans review meeting process, setting review standards, streamlining application intake and routing and review comments, and digitizing paper files.

Contact: Mr. John Regan, City Manager
75 King Street, St. Augustine, FL 32084
(904) 825-1006
jregan@citystaug.com

Attachment: MANAGEMENT PARTNERS PROPOSAL (RESOLUTION 3795 : Management Partners Contract)

SERVICE ENHANCEMENTS AND COST-SAVINGS

We have provided a final report and Implementation Action Plan in Attachment C from our work for St. Augustine. The project in St. Augustine was similar to that desired by the City of Mequon.

The RFP requests a list of service enhancements and cost-saving strategies that have been recommended to others. While each of our projects includes an assessment of current processes, timeliness/turnaround times, customer service, communication, collaboration among departments, and other relevant factors, we seldom quantify cost savings. Often, our recommendations result in more effective operations, which improve cost effectiveness, turnaround times and quality of customer service. In these cases, the city may see some savings, but often, the greatest savings accrue to the developers and other customers using the city's services.

We feel it is necessary to also point out that in some cases, to make improvements, the jurisdiction must spend money. This is especially true when new technology is necessary to achieve cost savings in the future. We do not estimate the cost of new hardware or software, as the jurisdiction needs to undertake a needs assessment process and analysis to determine the exact system that will be right for their situation.

Attachment: MANAGEMENT PARTNERS PROPOSAL (RESOLUTION 3795 : Management Partners Contract)

TIMELINE AND FEE

The ultimate test of a quality project is that the client is pleased with the results, and we are committed to achieving that goal.

Management Partners anticipates devoting 256 hours of our staff time to complete the plan of work described in our proposal. Management Partners can begin the project within a week of receiving the signed contract. The schedule is based on beginning the week of June 15, 2020. We will be pleased to work with the City to develop a schedule that fits your needs.

The number and types of meetings, and description of the study participants are provided in the Plan of Work section within each activity.

Activity	Hours	Labor Fee	Schedule
1 – Start Project	10	$2,040	June 15 – June 26
2 – Analyze Development and Business Practices Review	56	$11,420	June 15 – August 7
3 – Analyze Department Structure and Staffing	24	$4,500	July 13 – September 4
4 – Analyze Customer Service and Stakeholder Communications	55	$10,430	July 13 – September 11
5 – Analyze Technology	22	$4,510	August 3 – September 18
6 – Analyze Facilities	11	$2,140	August 24 – October 16
7 – Report Results	66	$12,790	October 12 – December 18
8 – Support Implementation	12	$2,160	November 30 – December 18
SUB TOTAL		**$49,990**	
EXPENSES		**$4,000**	
TOTAL	**256**	**$53,990**	

Team Member	Hourly Rate
Corporate Vice President	$240
Partner	$220
Special Advisor	$210
Senior Manager	$190
Principal Management Analyst	$170

Attachment: MANAGEMENT PARTNERS PROPOSAL (RESOLUTION 3795 : Management Partners Contract)

SCOPE OF WORK

We make a commitment to quality and timely performance with each client we serve.

Our approach emphasizes engagement with staff and leaders, based on the City's distinctive circumstances and what is working well, to craft an appropriate and customized plan for improvement. There are four distinct elements to our process:

Learn. We conduct interviews, focus groups and surveys and examine strategic plans, budgets, policies and other data.

Analyze. We look at how work is planned, managed and executed, since most problems stem from systemic issues.

Recommend. We identify changes to increase efficiency and/or improve service delivery.

Implement. We provide a clear plan of action so recommendations don't sit on a shelf.

Ensuring a High-Quality Outcome

Management Partners goes to unusual lengths to ensure our work is of reliably high quality. Our reports and other deliverables are subjected to careful internal control processes so our deliverables meet your needs and are of excellent quality.

Before we develop a draft report, we meet with your Project Team to discuss our observations and preliminary recommendations to solicit your feedback and identify any implementation issues. Each deliverable undergoes a peer review process within the firm to see that it meets Management Partners' standard of excellence, with thoughtful analysis leading to clearly stated and actionable recommendations. In addition to our own high standards, we also survey each client when a project is complete to learn how we can improve.

Achieving Results

Management Partners has worked for the majority of our clients on multiple occasions. They consistently tell us that they use our services on a variety of projects because our work provides implementation actions that accomplish their objectives. Management Partners is led by local government experts who know how to get things done, appreciate the difficulties and the constraints on local leaders, and understand the essential elements that effectively drive implementation. These elements include:

- Creating a sense of urgency;
- Engaged leaders;
- Well-developed implementation planning;
- Frequent communication with stakeholders;
- Planned milestones and completion dates; and
- Institutionalized management processes.

Implementation is effective only if there is an expectation and commitment to it. We use well-grounded management techniques to effectively shape organizational culture so that project goals can be realized.

Attachment: MANAGEMENT PARTNERS PROPOSAL (RESOLUTION 3795 : Management Partners Contract)

Plan of Work

We would be pleased to refine the following framework to address your specific interests.

The City's Comprehensive Plan includes goals about land use including redevelopment, neighborhoods, natural areas, historical sites, business districts and economic development. The 2019 Community Survey supports the continued direction from the Comprehensive Plan. Current and future activity demands a development review process that is operating at maximum efficiency and effectiveness. Based on our experience with development reviews and our understanding of the needs of Mequon, we have prepared a plan of work to achieve the goal of analyzing operational, technological, customer-focused and facilities enhancements for the Community Development Department.

Activity 1 – Start Project

Management Partners will begin this project with a careful learning phase, starting with a planning meeting with Mequon's project team, which may include the City Administrator and leaders of the community development review process. The purpose of the meeting is to ensure the plan of work and schedule are precisely tailored to your needs.

The project start-up activity forms the foundation of the relationship between Management Partners' team and the City's team. We know that the work associated with this analysis is in addition to the normal work of the organization. Our goal is to integrate our activities in a manner that is thoughtful and minimizes disruption to the City operations. However, the cooperation of staff in providing requested data and giving meaningful feedback is crucial to a successful project.

During this activity we will also request and review relevant background information such as organization charts, job descriptions, workload information, historical budget and staffing data, performance indicators, and policies and procedures.

Timeline: *Weeks 1 and 2*
Meetings: *One planning meeting attended by Amy Paul, Jacquelyn McCray and Mike Casey, and Mequon City Administrator, Department Director, and others as designated*

Activity 2 – Analyze Development and Business Practices Review

Management Partners will conduct a review and analysis of the development review process from Community Development, Engineering and any other departments involved in development review. We will begin by conducting confidential interviews with up to 10 individuals or small groups of managers to obtain a thorough overview of the community development review processes and understand how the work is currently accomplished. Specifically, we will gather information about the following functions:

- Standard operating procedures,
- Approval process of City departments participating in the development review processes,
- Workload measures,
- Performance indicators,
- Building permit and inspections processes,
- Marketing and business recruitment and retention in conjunction with development review,
- Technology used, and
- Other relevant data.

During interviews we will seek input about what works well and what can be improved. Our interviews will help us understand the staffing and work systems, the strengths and weaknesses of the department

Attachment: MANAGEMENT PARTNERS PROPOSAL (RESOLUTION 3795 : Management Partners Contract)

and existing technology. We will gain perspectives about the culture around the review process and hear ideas for improving communication and service integration and eliminating redundancy and unnecessary process steps.

We will analyze data collected and information gathered from interviews to gain a thorough understanding of the processes and procedures, and of what works well and what needs improvement. The ultimate goals are to improve the customer service experience, ensure a business-friendly experience, and ultimately encourage and support the type of economic development desired by the City.

Management Partners does not recommend conducting a shared services study until after the development review process analysis is completed. This analysis will help inform what areas might be considered for shared services, outsourcing, and/or merger. We believe that until the assessment is concluded, any such activities would be ill-timed.

Timeline: *Weeks 1 through 8*
Meetings: *Individual and small group interviews conducted by Amy Paul, Jacquelyn McCray and Mike Casey with Community Development leaders, and Engineering and any other approval personnel*

Activity 3 – Analyze Department Structure and Staffing

Using the information learned in the first two activities, Management Partners will study the operational structure of the Community Development Department including the Planning and Inspections Divisions. We will evaluate the reporting structure and staffing, including contracted services and those accomplished inhouse. We will also apply best practices and industry standards from around the country to determine if any have practical application for the department with the goal of recommending staffing and a structure that will serve the Community Development Department well into the future.

As requested in the RFP, we will review human resources-related matters. We will examine the budget for training and professional development, as well as the availability of such opportunities. We will also analyze succession planning, including documentation of processes and procedures and knowledge transfer mechanisms in place.

Management Partners will provide a 60-day update detailing the work done, progress, and any additional research needed.

Timeline: *Weeks 5 through 12*
Meetings: *60-day update by Jacquelyn McCray with the City's Project Team*

Activity 4 – Analyze Customer Service and Stakeholder Communications

To determine the effectiveness of any service operation, it is important to understand the experiences of those who use the service. To do so, we will conduct up to 12 confidential individual interviews with a representative sample of developers, architects, engineers, and contractors who are knowledgeable users of the City processes, selected in consultation with the Project Team, to ascertain their perspectives about perceived strengths, weaknesses and opportunities for improvement. We will inquire about their experiences with cycle times, process complexity and transparency, and any other issues and insights relevant to the analysis. Since there are differences in perspective among users and various types of interactions within the City, care will be taken to reflect this diversity in the group of process users asked to participate in interviews.

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Management Partners' team members are skilled at conducting confidential interviews and in sifting the resulting input to inform the overall process of learning. We do not recommend focus groups for this type of activity because each individual has their own positive and less positive experiences and there is no need for individuals to share what has not been fruitful for them in a group setting. We know that we learn more during interviews and preserve confidentiality and anonymity.

During this activity we will also evaluate internal and external communications with users, including reviewing Customer Service Feedback Forms.

We will also design and deploy a survey that the City will send to elected officials to encourage input about what can be improved and suggestions for added efficiency.

Timeline: *Weeks 5 through 13*
Meetings: *Individual interviews will be conducted by Mike Casey*

Activity 5 – Analyze Technology

The use of technology is an important part of the development review process. It is used for workflow management, including intake, review and tracking of planning, zoning and land development applications. Using mobile technology in the field, providing application status online, linking software to geographic information systems (GIS), accepting plans online, and providing reports to clients online are state-of-the- art technologies that are becoming mainstream. They improve processes and customer service as well as yield efficiencies for the staff.

Management Partners will analyze the current use of hardware and software by the Community Development Department for permitting and inspections and web-based solutions. The goals are to provide recommendations about how technology can and should be used to enhance operations.

Our past projects give us a wealth of information about best practices and industry standards. Our analysis of the City's current technology will include software, web-based programs, field technology and solutions that can provide improved efficiency internally as well as improved customer service for stakeholders.

In addition, Management Partners will analyze the Community Development Department's document retention policies and procedures in relation to ordinances, time, ability to digitize and space.

Timeline: *Weeks 8 through 14*
Meetings: *Information gathering and technology evaluation by Steve Chase*

Activity 6 – Analyze Facilities

The workspace used by staff for development review is an important factor in both staff efficiency and customer service. If the customer/City interaction is in a crowded, loud location, or if the customer must move from one location to another, the review process can be frustrating and time consuming, or even break down.

Management Partners will have developed an understanding about what functions are conducted in what spaces, where staff members complete reviews, how many interactions customers must go through during the review process, where payments are accepted, and other functions within the review process. We will use that knowledge to analyze the location, layout, physical flow, and workspace of the Planning and Inspections Divisions. We will review the numbers of employees and visitors using the space to determine if it is used most effectively.

Attachment: MANAGEMENT PARTNERS PROPOSAL (RESOLUTION 3795 : Management Partners Contract)

While reviewing the advantages of the current location versus moving to be near the Assessor's Office and Engineering Division, we will investigate the possibility of improving the customer experience through a one-stop location. In addition, the analysis will include the methods, location(s) and file storage needs.

Management Partners will provide a 120-day update detailing the work done and progress.

Timeline: *Weeks 11 through 18*
Meetings: *120-day update by Jacquelyn McCray with the City's Project Team*

Activity 7 – Report Results

Next, we will analyze the information we obtained during the activities described above. The purpose is to prepare a thoughtful, thorough agenda that documents opportunities for improvement in the community development review processes. Activity 8, described below, goes a step further to provide recommendations for specific implementation steps.

We will make recommendations about services provided, staffing levels, target timelines for permit processing, and other concrete ideas for improving the City's community development review process that include communication, technology, and layout. The goal of our recommendations will be to increase efficiency, streamline processes, improve customer service and prepare the Department for the future.

We will organize our observations and preliminary recommendations and meet with you and the Project Team to discuss them. The discussion and feedback will provide valuable information that will be useful as we prepare the project report. After receiving feedback, we will prepare a project report reflecting our analysis with recommendations to optimize the development review process as well as staffing.

We take several discrete steps to ensure quality control. The first is to prepare a draft report for you and the Project Team to review to ensure that facts are accurate, and ideas are presented clearly. Management Partners retains responsibility for our professional recommendations, but we expect that vetting the draft report with management improves its utility. In addition to vetting the report for accuracy the draft review provides an opportunity to discuss the recommendations and to identify implementation issues. Management Partners is committed to recommending actions that result in meaningful operational improvements and can be implemented in the real world. Once comments have been received, the final project report will be prepared, peer reviewed, and then transmitted to you.

Reports prepared by Management Partners are rich in detail, with recommendations supported by quality analysis. We take pains to ensure that our analysis and subsequent recommendations are organized in an easy to understand format and presented in a positive manner.

Timeline: *Weeks 18 through 27*
Meetings: *Two meetings to review the observations and preliminary recommendations and draft report conducted by Amy Paul, Jacquelyn McCray and Mike Casey with the City Administrator and City's Project Team. Two presentations of the final report to City's Planning Commission and Common Council by Jacquelyn McCray and Mike Casey*

Attachment: MANAGEMENT PARTNERS PROPOSAL (RESOLUTION 3795 : Management Partners Contract)

Activity 8 – Support Implementation

Upon completion of the report and recommendations, Management Partners will prepare a draft Implementation Action Plan. The Action Plan will serve as an executable roadmap that details the specific steps needed to accomplish each of the recommendations included in the report based on actual priorities of the City. It also includes a suggested priority for each recommendation (short-, medium- and long-term), and assigned responsibility.

Timeline: *Weeks 25 through 27*
Meetings: *One meeting with Jacquelyn McCray and the City's Project Team*

CONCLUSION

Management Partners has the experience, the professional talent, and the commitment to quality necessary to successfully complete this project for the City of Mequon. We will analyze the functions and facilities of the Community Development Department and provide implementable recommendations for improved effectiveness and customer service. We welcome the opportunity to provide additional information that may be helpful, and we look forward to the chance to discuss the ideas contained in this proposal.

Attachment: MANAGEMENT PARTNERS PROPOSAL (RESOLUTION 3795 : Management Partners Contract)

Cover photo: Courtesy of the City of Mequon, Wisconsin Facebook page

ATTACHMENT A – RESUMES

AMY COHEN PAUL

Amy Cohen Paul, Corporate Vice President, has over 30 years of experience assisting local governments with projects to improve efficiency, effectiveness and overall performance.

Relevant Projects

Amy has managed a variety of Management Partners' process improvement, organization review, strategic planning, and performance measurement and benchmarking projects. She has worked with small and large jurisdictions, as well as special districts. A sampling of clients she has helped improve their **development review functions** includes Missouri City, Texas; Gilroy, Pasadena, Santa Rosa, Stockton and San Leandro, California; Aurora, Colorado; Largo, and North Port Florida; Howard County, Maryland-National Capital Park and Planning Commission and the City of Rockville, Maryland; Lexington-Fayette Urban County Government and Louisville, Kentucky; and Oklahoma City and Norman, Oklahoma.

Experience

She has also assisted a wide variety of jurisdictions with organization reviews, strategic planning and performance management systems. A sampling of clients includes the cities of San Jose, Huntington Beach, and Pittsburg, California; Orange County Cemetery District and Solano Irrigation District, California; Des Moines, Iowa; Lawrence, Olathe, Overland Park, and the Unified Government of Wyandotte County/Kansas City, Kansas; Arlington County and Arlington Public Schools, Virginia; the District of Columbia; Rye, New York; Lexington, Massachusetts; Troy, Michigan; and Montgomery, Ohio. Her focus is on identifying meaningful, results-oriented measures and researching industry best practices.

Expertise

Her expertise includes research and training in performance measurement and benchmarking, process improvement, total quality management, strategic and business planning, organizational development, and identifying service sharing opportunities among jurisdictions. She is also a skilled facilitator and trainer.

Education

Amy earned a bachelor's degree in public communication and a master's degree in public administration from The American University.

Other

Amy was part of the original management team of the International City/County Management Association's (ICMA) Comparative Performance Measurement Consortium. It originally was a group of about 40 large cities and counties in the U.S. and Canada and grew to more than 120 jurisdictions.

Amy has designed and presented performance measurement and benchmarking training sessions for more than 75 individual jurisdictions, as well as for the ICMA University. She helped design a training program to help government staff develop outcome-based indicators. She was also active in designing and leading community workshops on performance measurement with the National Civic League.

She is the editor of the book, *Managing for Tomorrow: Global Change and Local Futures*, and is the author of many articles in professional publications, including ICMA's *The Municipal Year Book.*

Attachment: MANAGEMENT PARTNERS PROPOSAL (RESOLUTION 3795 : Management Partners Contract)

JACQUELYN MCCRAY

Jacquelyn McCray, Senior Manager, has been a key staff member on myriad projects creating strategic plans, facilitating community engagement, and **analyzing development review processes**, performance measurement and organizational review. She is particularly adept at strategic planning, process improvement, benchmarking, performance management, training and development, and focus group facilitation. She is a skilled civic engagement and group process facilitator and has served various civic and professional groups in this capacity.

Jacquelyn has nearly three decades of experience in local government management. Nine of those years were with the City of Cincinnati, where she was a budget analyst, project manager and land-use planner. She is a member of the American Planning Association and the American Institute of Certified Planners.

Relevant Projects

With Management Partners, Jacquelyn has developed refined expertise in conducting development review process analyses and improvement projects for the following clients: Saint Paul, Minnesota; Largo, Florida; the Louisville, Kentucky consolidated government; Cape Coral, Florida; Wichita, Lenexa and Olathe, Kansas; Nevada County, California; the Maryland-National Capital Park and Planning Commission; the Unified Government of Wyandotte County and Kansas City, Kansas; Lexington, Kentucky; Howard County, Maryland; North Port, Michigan; and Oklahoma City and Norman, Oklahoma.

Jacquelyn has assisted organizations in future search, mission and vision setting, the identification of critical environmental indicators, and in crafting goals and objectives in the completion of strategic planning projects. Specifically she has assisted the following cities and organizations to develop strategic plans: City of Rochester, Minnesota; City of Boulder City, Nevada; Village of Port Chester, New York; Town of Bladensburg, Maryland; City of Newport, Rhode Island; City of West Palm Beach, Parkland, Margate, Port Orange and Lakeland, Florida, Cass County and Ingham County, Michigan; City of Morgantown, West Virginia; the Mansfield Downtown Partnership, Mansfield, Connecticut; Montgomery, Ohio; the Louisville, Kentucky Health Department; the Town of Mansfield, Connecticut; Hamilton County, Ohio Department of Job and Family Services; Lake County, Illinois; and The Advance, a Division of the General Board of Global Ministries of the United Methodist Church.

Experience

20+ years in local government consulting, and nine years in local government service

Expertise

Strategic and business planning, facilitation, process improvement, organizational development, development review.

Education

Jacquelyn completed her doctoral studies at Antioch University in Leadership and Change. She also holds a bachelor's degree in urban planning and a master's degree in public administration from the University of Cincinnati.

Other

Jacquelyn served as a member and vice chairperson of the Cincinnati City Planning Commission for nine years.

Attachment: MANAGEMENT PARTNERS PROPOSAL (RESOLUTION 3795 : Management Partners Contract)

J. Michael Casey

Mike Casey joined Management Partners in 2006 as a partner. He has more than 35 years of management experience in local government and the private sector and is a recognized regional and national leader in industry professional organizations.

Relevant Experience

As a consultant, Mike has assisted public and private sector organizations in developing strategic business plans, **marketing their products and business development opportunities**, recruiting senior managers, improving project management capacity and analyzing organizational performance.

Mike served as city or county manager in Grants Pass and Gresham, Oregon; Mesa County, Colorado; and Middleburg, Virginia. He also worked in local government management positions in Independence, Missouri; Winston-Salem, North Carolina; and Des Moines, Iowa.

Expertise

Mike is passionate about helping organizations and communities articulate and achieve their goals. He has practical experience in the difficult process of building communities and managing for short-term, as well as long-term, results.

He has direct experience in obtaining cost-effective results for service delivery at both the community and regional level. In the Portland, Oregon, metropolitan area, he was instrumental in delivering fire protection services across community boundaries to a significant portion of the metropolitan area. In Louisville, he evaluated the effectiveness of the merged Emergency Medical Services operation to identify improvements.

Education

Mike graduated from Coe College with a double major in history and political science and he earned a master's degree in public administration from Pennsylvania State University, where he was the Cappazola Fellow. He also holds a Certificate in Local Government Management from Harvard University.

Other

He has served as president of the Oregon City Management Association, as regional vice president for the International City/County Management Association, and as fellow of the American Leadership Forum.

Attachment: MANAGEMENT PARTNERS PROPOSAL (RESOLUTION 3795 : Management Partners Contract)

STEVE CHASE

Steve Chase, Special Advisor, has worked for four decades to provide public service to cities, counties, regional boards and community organizations. Most notably, he brings a particular interest and extensive background in public policy formation and program set-up/start-up in the areas of **community development**, coastal energy regulation, business relationships, town n' gown relationships, and children and family services. He specializes in **operational turnarounds, the advancement of one-stop public counter service, and bringing the city/county to the customer in the field**.

Relevant Projects

Steve was a team member for the Missouri City, Texas and Napa, California Development Review projects, as well as the primary coach for the Missouri City Development Director Executive Coaching and Ojai Development Process Management Services. Steve worked with Norman, Oklahoma on the evaluation of their Permitting and Development Processes.

Experience

Steve is an advocate of bringing City Hall to the public's doorstep via business system solutions and workflow management. He assists local agencies in the integrated design, procurement and implementation of paperless development review, permit tracking, geographic information mapping, electronic archiving and fee management. As a consultant, Steve worked with Alhambra, Encinitas, Huntington Beach, Moorpark, Ojai, Pasadena, Sacramento, San Jose, and Vallejo, California; Baton Rouge, Louisiana; and Bernalillo County, New Mexico. Prior to joining Management Partners, he was part of the Downtown Ventura revitalization efforts, spending the last dozen years of his public sector work serving as Santa Barbara County's deputy director of planning and development - South Coast Region, the City of Goleta's Director of Planning and Environmental Services, as well as the City of Stockton's Director of Community Development. Aside from serving as secretary to numerous planning commissions, historical building review boards, design review boards and also as a director of building and life safety, he specialized in repurposing public counter operations and field inspections as models of excellent customer care.

Expertise

He has excellent public speaking and facilitation skills in matters of organizational development and conflict resolution.

Education

Steve is a graduate of the University of California-Santa Barbara (Environmental Studies) and an honors graduate of California State University-Northridge (Masters of Public Administration).

Other

Steve has an extensive community service portfolio as well, including appointments by the County of Ventura Board of Supervisors to the Child Care Planning Task Force and the Children and Families - First Five Program Advisory Committee. He also served on the Catholic Archdiocese of Los Angeles School Board.

Attachment: MANAGEMENT PARTNERS PROPOSAL (RESOLUTION 3795 : Management Partners Contract)

SAM LIEBERMAN

Sam Lieberman, Principal Management Analyst, conducts complex financial and operational analyses to support a variety of assignments including organization and process improvement studies, and service sharing, financial planning, and budgeting projects. He has helped facilitate strategic planning and process improvement workshops, conducted research and analysis on staffing studies, assisted in the developing performance measurement systems, directed benchmarking research, and conducted employee satisfaction and internal services surveys. Sam recently volunteered with the City of Cincinnati Charter Review Task Force to assist in developing recommendations to put to the voters for potential changes to Cincinnati's Charter.

Sam gained valuable experience in the day-to-day functioning of local government during an internship with the City of Cincinnati while completing his undergraduate work. He researched the feasibility of implementing a streetcar system in Cincinnati and prepared staff reports on the subject. He also assisted with the process of rolling out and implementing CincyCare, a public/private health care partnership. As he was concluding his political science degree, Sam authored a scholarly article that assessed the accuracy of pre-primary polling in the 2008 Democratic Presidential Primary. That paper was presented during a conference of the Midwest Association for Public Opinion Research in September 2008.

Relevant Projects

Sam was part of the teams for the Delray Beach and St. Augustine Florida **Development Review**; and is currently working with Norman, Oklahoma's **Development Review**. Sam has facilitated strategic planning efforts in Montgomery and Green Township, Ohio, Morgantown, West Virginia, and Bladensburg, Maryland, and he has developed and analyzed strategic planning community surveys, most recently for the cities of Margate, Florida and Santa Ana, California. He assisted Lake County by facilitating and providing research for their governance review committee. Sam has helped with the development of performance measures in Fairfield, Westerville, and Huron County Ohio and managed the annual Ohio Fire Benchmarking Project and Midwest Benchmarking Partnership. He has participated in numerous fire and police organizational assessments, most recently for Florence, Kentucky and Chatham County, Georgia. He has analyzed budgets and staffing for several jurisdictions and assisted with a fleet management study.

Experience

Nearly a decade in local government consulting.

Expertise

Financial and operational analysis, strategic and business planning, process improvement, employee surveys, benchmarking research, performance measurement

Education

Sam graduated from the University of Cincinnati in 2008 with honors degrees in sociology and political science.

Other

Sam also co-authored an article on how government can take advantage of data analytics programs that appeared in *PM Magazine*.

Attachment: MANAGEMENT PARTNERS PROPOSAL (RESOLUTION 3795 : Management Partners Contract)

ATTACHMENT B – REQUIRED FORM

Attachment: MANAGEMENT PARTNERS PROPOSAL (RESOLUTION 3795 : Management Partners Contract)

ATTACHMENT A:

PROPOSAL SUBMISSION FORM
REQUEST FOR PROPOSAL (RFP)
COMMUNITY DEVELOPMENT DEPARTMENT OPERATIONAL ANALYSIS

CERTIFICATE OF NON-COLLUSION: REQUIRED FORM

The undersigned certifies under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Signature of Person Submitting Contract/Bid

May 19, 2020
Date

Management Partners
Name of Business

ACKNOWLEDGEMENT OF ADDENDA:

Acknowledge the receipt of addenda, if any (indicate date(s)): 4/7/20 , _____, _____.

Attachment: MANAGEMENT PARTNERS PROPOSAL (RESOLUTION 3795 : Management Partners Contract)

Management Partners

December 22, 2020

Mr. William H. Jones, Jr.
City Administrator
City of Mequon
11333 No. Cedarburg Road
Mequon, WI 53092

Dear Mr. Jones,

Management Partners is pleased to provide this addendum to our proposal dated May 20, 2020 to assist the City with a community development operational analysis. Our project team members (Jacquelyn McCray, Steve Chase, Sam Lieberman) and I are looking forward to working with you on this important project.

After discussions with you, Mayor Wirth, and Kim Tollefson, we have some changes to suggest to further enhance stakeholder engagement. The major change to our proposal involves stakeholder outreach in Activity 4. We originally indicated we would conduct 12 individual/small group interviews with a representative sample of developers, architects, engineers, and contractors who are knowledgeable users of the City's processes. Pending the City's concurrence with a more high-level, cursory assessment of the current facilities (which was Activity 6 in our proposal), we are proposing to shift additional resources from that activity to accommodate up to 20 interviews (either in-person or virtual). Accordingly, we have revised our workplan to interview the Mayor and Common Council members in an earlier activity, so these interviews are not part of the 20. Notably, this also assumes that Council member interviews will be conducted in pairs.

Activity 4 also includes a survey that originally was to be sent to elected officials. Since we will now be interviewing Council members, we think that using it to solicit ideas from members of relevant boards, committees, and other external stakeholders (e.g., residents, local business owners, developers, contractors, etc.) would be ideal way to augment feedback received from the individual and small group interviews.

The changes detailed above will not require any adjustment to the original price proposal, which is detailed on the following page. As an option, we can also conduct group meetings at the City's direction, albeit at an additional cost using the hourly rates identified in our original proposal.

Attachment: MANAGEMENT PARTNERS COVER LETTER - 12.22.20 (RESOLUTION 3795 : Management Partners Contract)

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2107 North First Street, Suite 470 • San Jose, California 95131 • 408 437 5400 • Fax 408 453 6191
3152 Red Hill Avenue, Suite 210 • Costa Mesa, California 92626 • 949 222 1082 • Fax 4

Timeline and Cost

Assuming the contract for this project is approved on January 12, 2021, we anticipate following the schedule outlined below, which contemplates a project kickoff meeting the week of either January 18 or January 25.

Activity	Cost	Schedule (Week of)
1 – Start Project	$2,040	January 18 or January 25
2 – Analyze Development and Business Practices Review	$12,280	January 25 – March 8
3 – Analyze Department Structure and Staffing	$5,700	February 1 – March 15
4 – Analyze Customer Service and Stakeholder Communications	$12,360	February 15 – April 12
5 – Analyze Technology	$4,510	March 1 – April 12
6 – Analyze Facilities	$950	March 8 – March 29
7 – Report Results	$13,990	April 19 – July 5
8 – Support Implementation	$2,160	July 5 – July 13
TOTAL	**$53,990**	

As discussed during the interview selection process, we hope to be able to visit Mequon during this engagement, but we are likely to begin this project using video conferencing to conduct the initial interviews with staff, Council members and other external stakeholders. If the pandemic permits safe travel, we plan to present our recommendations in person and hopefully complete another trip to Mequon prior to project completion.

We appreciate the opportunity to adjust the activities in our original proposal to better meet your needs. If there is any other information we can provide, please do not hesitate to contact me directly at 513-309-3709. We look forward to working with you and your team.

Sincerely,

Amy Paul
Corporate Vice President

Attachment: MANAGEMENT PARTNERS COVER LETTER - 12.22.20 (RESOLUTION 3795 : Management Partners Contract)

City of Mequon

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

www.ci.mequon.wi.us **Office of Administration**

TO: **Common Council**
FROM: **Brian Sajdak, City Attorney**
DATE: **January 12, 2021**
SUBJECT: **RESOLUTION 3796 A Resolution Approving a Conservation Easement Agreement Between the City of Mequon and the Milwaukee Metropolitan Sewerage District for Approximately 66 Acres of Land Located Along Trinity Creek North of County Line Road and East of Wauwatosa Road**

Background

In 2018, the Mequon Nature Preserve ("MNP") approached the City regarding a potential transfer of ownership of three parcels of land generally located along Trinity Creek north of County Line Road and east of Wauwatosa Road from the Milwaukee Metropolitan Sewerage District (MMSD) to MNP. Following an unsuccessful attempt to purchase the third of these parcels, MMSD is now in a position to transfer two of these parcels totaling approximately sixty-six acres. In order to eliminate an extra step, MNP has proposed that MMSD transfer the parcels directly to the City, and the Council adopted Resolution No. 3759 at its meeting in August 2020, which accepted that transfer subject to City review of environmental reports for the properties.

After reviewing the environmental reports, the City and MMSD began to prepare to close on the property transfer. MMSD indicated that as part of closing they require the attached conservation easement to be executed and recorded as part of the closing. Upon review of Resolution No. 3759, I determined that it did not authorize the execution of the conservation easement. This was an oversight that resulted from the multi-party communications that were occurring because MMSD always requires conservation easements on parcels it transfers.

In order to complete the transfer, the Council needs to authorize the execution of the conservation easement. As a reminder, this transfer provides two primary benefits to the City. First, it has long been a joint goal of the City and MNP to continue to acquire properties surrounding the Nature Preserve to further the environmental conservation goals that resulted in the creation of the Nature Preserve. With the addition of these two parcels, the Nature Preserve will be 510 acres in size. Second, the City taking title to the properties will ensure that the lands are always part of the City's Nature Preserve, a public park enjoyed by thousands of residents on an annual basis. Under City ownership, the City will be able to guard against the unanticipated demise of MNP Inc., ensuring that the properties will always remain available for the public's use.

Fiscal Impact

There is little to no fiscal impact to the City as a result of this action. There would be nominal cost to the City to effectuate the transfer of ownership. MNP operates as a separate 501(c)(3) non-profit organization, which utilizes its funds to further its programming and maintenance of

Nature Preserve Properties. MMSD-owned property is tax-exempt, so there would be no change to the tax base based upon a change to City ownership.

Recommendation

A recommendation from the Finance-Personnel Committee is forthcoming on January 12, 2021.

Attachments:
Mequon Greenseams Conservation Easement (DOCX)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3796

A Resolution Approving a Conservation Easement Agreement Between the City of Mequon and the Milwaukee Metropolitan Sewerage District for Approximately 66 Acres of Land Located Along Trinity Creek North of County Line Road and East of Wauwatosa Road

A. The City owns active and passive use parklands for the use and enjoyment of its citizens, and other users.

B. The Milwaukee Metropolitan Sewerage District ("MMSD") had acquired and agreed to transfer to the City sixty-six acres of land generally located along Trinity Creek north of County Line Road and east of Wauwatosa Road (the "Property").

C. The Common Council previously agreed to accept the transfer of the Property in Resolution No. 3759, adopted on August 12, 2020.

D. To complete the transfer, MMSD requires the City to execute a Conservation Easement upon the land being transferred to ensure that the Property will remain in a natural state, and that Conservation Easement Agreement has been negotiated between the City and MMSD.

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

1. The Conservation Easement Agreement for the Property substantially in the form attached is approved subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

2. The Mayor and City Clerk are hereby authorized and directed to execute the Conservation Easement Agreement.

3. The City Attorney is authorized and directed to cause the executed Conservation Easement Agreement to be recorded upon the transfer of title to the Property from MMSD to the City.

_____
Approved by: John Wirth, Mayor

Date Approved: January 12, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on January 12, 2021.

Caroline Fochs, City Clerk

Document Number | **CONSERVATION EASEMENT**

This space is reserved for recording data

Return to:

Milwaukee Metropolitan Sewerage District
Real Estate Department
260 West Seeboth Street
Milwaukee, Wisconsin, 53204-1446

Parcel Identification Number/Tax Key Number

Tax Key Number 14-034-11-001.00

Attachment: Mequon Greenseams Conservation Easement (RESOLUTION 3796 : MMSD Conservation Easement)

CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT (the “Grant,” “Conservation Easement” or “Easement”) is made as of this ____day of _____, 2021, by and between the City of Mequon (the “Grantor") a municipal body corporate, and Milwaukee Metropolitan Sewerage District (the "Grantee"), a municipal body corporate.

WITNESSED, WHEREAS, Grantor is the owner in fee simple and the Grantor and Grantee have identified significant conservation values of certain real property in the City of Mequon, Wisconsin, said property as described in Exhibit A (the “Property”) and as depicted on the surveys of the Property, copies of which are attached as Exhibit B (the “Survey”); and

WHEREAS, Grantor and Grantee have identified certain conservation values associated with the Property as more fully described on Exhibit C and in the Baseline Documentation Reports referred to below (the “Conservation Values”), and Grantor and Grantee recognize that the Conservation Values of the Property and the Property’s scenic and open space values have great importance to Grantor, Grantee and the people of the State of Wisconsin; and

WHEREAS, the goals of this Conservation Easement are to preserve the Conservation Values of the Property and to ensure that the Property contributes to the prevention of future flooding risks and the protection of water quality and ecological resources of the region as outlined in the Greenseams Program, adopted by the Commissioners of the Milwaukee Metropolitan Sewerage District; and

WHEREAS, the Grantor and Grantee desire, intend and have the common purpose of retaining the Property for conservation purposes, including its preservation as a relatively natural habitat of plants and animals and as open space for the scenic enjoyment of the general public and pursuant to governmental conservation policies, as described in Section 170(h) of the Internal Revenue Code of 1986, by placing perpetual restrictions on the use of the Property and granting affirmative rights to the Grantee to monitor and enforce such restrictions in order to preserve, enhance and restore the lands, all as described herein; and

WHEREAS, the specific Conservation Values of the Property are documented in an inventory of relevant features of the Property set forth in the Baseline Documentation Report for this Property, which is on file at the offices of the Grantee (the “Baseline Documentation Report”) which report is incorporated by this reference as if fully set forth herein, which consists of reports, maps, photographs and other documentation of the Property at the time of this Conservation Easement, and is intended to serve as an objective (but not exclusive) information baseline for monitoring compliance with the terms of this Conservation Easement; and

WHEREAS, the common law of the State of Wisconsin and the Uniform Conservation

Attachment: Mequon Greenseams Conservation Easement (RESOLUTION 3796 : MMSD Conservation Easement)

Easement Act, Section 700.40 of the Wisconsin Statutes, provides for the creation and conveyance of conservation easements which impose restrictions or affirmative obligations on lands for conservation purposes; and

WHEREAS, the Grantee is eligible to be a qualified holder of a conservation easement pursuant to Section 700.40 of the Wisconsin Statutes and is a qualified organization under Section 170(h) of the Internal Revenue Code of 1986; and

WHEREAS, the Grantee agrees by accepting this Conservation Easement to honor the intentions of the Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of the public.

NOW THEREFORE, in consideration of the payment of the sum of One and 00/100 Dollars ($1.00), the mutual covenants, terms, conditions, and restrictions contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and pursuant to the laws of the State of Wisconsin, including the Uniform Conservation Easement Act, Section 700.40 of the Wisconsin Statutes, the Grantor hereby voluntarily grants and conveys to Grantee, its successors and assigns this Conservation Easement in perpetuity over the Property. This Conservation Easement is subject to the WDNR Stewardship Grant and Management Contract for Non-Profit Land Acquisition for Project No. HA2-150 (the "Grant Contract") between TCF and WDNR, which was recorded in the Office of the Register of Deeds for Ozaukee County, Wisconsin on June 16, 2010 as Document No. 0924955, said grant contract was later assigned (the "Assignment") to MMSD and recorded in the Office of the Register of Deeds for Ozaukee County, Wisconsin on as Document No. 0929033. The Grant Contract refers to the grant funding received for the fee simple acquisition of the Property by TCF. The Assignment refers to the WDNR approved transfer of ownership from TCF to the MMSD. Copies of the Grant Contract and Assignment are attached as Exhibit D. Both parties agree to waive the required approval by the WDNR of the fee simple transfer between MMSD and WDNR and also waive the assignment of the Stewardship Grant Agreement, since the WDNR is the administrator of the Stewardship Grant Contract.

1. **Purpose.** It is the purpose of this Conservation Easement to assure that the natural, scenic and open space values of the Property will be retained and to prevent any use of the Property that will significantly impair or interfere with its Conservation Values, and to the extent hereafter provided prevent the use or development of the Property that would conflict with the maintenance of the Property in its open space condition. The Property is included in a plan to prevent future flooding risks and to protect water quality and ecological resources of the region and therefore shall be used only for conservation and recreation as provided herein (the "Conservation Purposes"). Grantor intends that this Conservation Easement will confine the use of the Property to activities not inconsistent with these conservation purposes.

Attachment: Mequon Greenseams Conservation Easement (RESOLUTION 3796 : MMSD Conservation Easement)

2. **Prohibited Uses**. In furtherance of the foregoing, the Grantor makes the following covenants, on behalf of itself, its successors and assigns, which covenants shall run with and bind the Property in perpetuity, and shall be enforceable with respect to the Property by Grantee against the Grantor, its successors and assigns. Without prior express written consent from Grantee, any activity on or use of the Property inconsistent with the Conservation Purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

A. The subdivision of the Property into smaller parcels, whether through legal or *de facto* subdivision, including divisions through the creation of condominiums, site leases or other means. It is the intent of this Paragraph to require that the entire Property remain as a single, indivisible tract managed for the Conservation Purposes of this Conservation Easement and to prohibit the conveyance of existing quarter sections and other whole legal descriptions constituting a part thereof, as well as the creation of any new lots or parcels containing any portion of the Property or to be used as common areas for adjoining lots.

B. Use of the Property for commercial or industrial use, including use by easement or other right of access or passage across or upon the Property in conjunction with commercial activity, including commercial recreational use and commercial agriculture. This Paragraph shall not be construed to prohibit use of the Property for educational or research purposes, provided such educational research uses do not involve the construction of any improvements on the Property nor permit the disturbance or alteration of the physical conditions of the Property.

C. The placement or construction of any structures or other improvements of any kind (including, without limitation, roads and parking lots) other than the following:

(1) Mowed areas, parking lots and other improvements intended solely for public recreational use of the Property, but limited to no more than One (1) acre of the Property.

(2) Trails, which may be laid out and maintained in support of, permitted uses of the Property.

(3) Interpretive signs, observation platforms and boardwalks, which may be constructed with the approval of the Grantee.

(4) Maintenance, repair or replacement of existing permitted structures.

D. Any disturbance of trees or other vegetation (including the creation or

Attachment: Mequon Greenseams Conservation Easement (RESOLUTION 3796 : MMSD Conservation Easement)

maintenance of sports fields or lawns) except as provided for in subparagraph C or as follows:

(1) Trees and other vegetation may be planted, managed or removed in order to construct and maintain permitted trails, fences and gates.

(2) Diseased trees may be managed or removed to reduce or eliminate the threat of spreading the disease to other vegetation.

(3) Restoration of natural vegetation and natural hydrology including de-channelization of ditches and contouring the land to simulate natural conditions using an approved plan by the Grantee**.**

(4) Maintenance of legal access to the Property.

(5) Nature observation, nature trails and hunting.

Notwithstanding the forgoing, Grantor may maintain the Property as unmanaged land in natural condition.

E. Any exploration or exploitation of mineral resources by subsurface or surface means.

F. Any use or activity that causes or is likely to cause soil degradation, erosion, or significant pollution of any surface or subsurface waters. The best available management practices shall be employed to minimize soil erosion during and after construction of permitted roads and structures. Specifically, the Property may not be used to mitigate upstream development.

G. The dumping or other disposal of refuse, debris or noncompostable waste on the Property.

H. The placement of advertising signs or billboards on the Property, except those signs whose placement, number, and design do not significantly diminish the scenic character of the Property and signs displayed to state the name and address of the Property, to advertise the Property for sale or rent, or to post the Property to control unauthorized entry or use.

I. Construction of ponds or other manipulation or alteration of watercourses or shore areas, except as allowed by subparagraph D(3) and D(5) above.

Attachment: Mequon Greenseams Conservation Easement (RESOLUTION 3796 : MMSD Conservation Easement)

J. The use of the Property for agricultural purposes, including grazing.

3. **Rights of the Grantee.** To accomplish the Conservation Purposes of this Conservation Easement, the following rights are conveyed to Grantee:

A. To enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement in accordance with Section 6, provided that, except in cases where Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Conservation Easement, such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not in any case unreasonably interfere with Grantor's use and quiet enjoyment of the Property;

B. To prevent any activity on or use of the Property that is inconsistent with the Conservation Purposes of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to Section 6.

4. **Reserved Rights**. Grantor reserves to itself and to its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in, or permit or invite others to engage in, all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement.

5. **Notice and Approval.**

5.1 **Notice of Intention to Undertake Certain Permitted Actions**. The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities, as provided in this instrument, is to afford Grantee an adequate opportunity to monitor the activities in question to ensure that they are designed and carried out in a manner that is not inconsistent with the purpose of this Conservation Easement. Whenever notice is required Grantor shall notify Grantee in writing not less than thirty (30) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Conservation Easement.

5.2 **Grantee's Approval**. Where Grantee's approval is required, as set forth in this instrument, Grantee shall grant or withhold its approval in writing sixty (60) days of receipt of Grantor's written request therefor. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed is inconsistent with the express conditions or Conservation Purposes of this Conservation Easement.

6. **Grantee's Remedies**.

Attachment: Mequon Greenseams Conservation Easement (RESOLUTION 3796 : MMSD Conservation Easement)

6.1 **Notice of Violation; Corrective Action**. If Grantee determines that a violation of the terms of this Conservation Easement has occurred or is threatened, it shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Conservation Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by Grantee.

6.2 **Injunctive Relief**. If Grantor fails to cure the violation within 30 days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a 30 day period, fails to begin curing such violation within such period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.

6.3 **Damages**. Grantee shall be entitled to recover damages for violation of the terms of this Conservation Easement or injury to any Conservation Values protected by this Easement, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

6.4 **Emergency Enforcement**. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, it may pursue its remedies under this Section 6 without prior notice to Grantor or without waiting for the period provided for cure to expire.

6.5 **Scope of Relief**. Grantee's rights under this Section 6 apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in Paragraph 6.2, both prohibitive and mandatory, in addition to such other relief to which it may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Section 6 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

6.6 **Costs of Enforcement**. All reasonable costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessitated by

Attachment: Mequon Greenseams Conservation Easement (RESOLUTION 3796 : MMSD Conservation Easement)

Grantor's violation of the terms of this Conservation Easement shall be borne by Grantor; provided, however, that if Grantor ultimately prevails in a judicial enforcement action Grantee shall reimburse Grantor all reasonable costs incurred by Grantor in defending against Grantee's enforcement action, including, without limitation, costs and expenses of suit and reasonable attorneys' fees. In awarding attorney's fees and costs of suit under this paragraph, the Court should consider the nature and extent of the violation, the injury to the Property resulting from the violation, the amount of the fees and costs in relation to such injury or violation and the relative efforts of the parties to settle the matter without litigation.

6.7 **Forbearance**. Forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

6.8 **Waiver of Certain Defenses**. Grantor hereby waives any defense of laches, estoppel, or prescription.

6.9 **Acts Beyond Grantor's Control**. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

7. **Costs, Liabilities, Taxes, and Environmental Compliance**.

7.1 **Costs, Legal Requirements, and Liabilities**. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate liability insurance coverage. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Conservation Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

7.2 **Remediation**. If at any time there occurs, or has occurred, a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified

Attachment: Mequon Greenseams Conservation Easement (RESOLUTION 3796 : MMSD Conservation Easement)

pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Grantee, in which case Grantee shall be responsible therefor.

7.3 **Control**. Nothing in this Conservation Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), or similar laws imposing legal liability on the owner or operator of real property.

7.4 **Indemnification.** Grantee agrees to indemnify and hold Grantor, its successors and assigns, harmless against damages, claims, losses, and liabilities, which may be imposed upon or incurred by Grantor, its successors and assigns, arising out of or in connection with Grantee's use, ownership, and operation of the Property during Grantee's ownership of the Property prior to the effective date of this Conservation Easement, including, but not limited to, claims arising from the existence of any "Hazardous Materials" situated on the Property, and the exposure of persons to any such "Hazardous Materials" caused by Grantee's use, ownership, or operation of the Property prior to the effective date of this Conservation Easement; *provided, however*, that this indemnification excludes damages, claims, losses, and liabilities arising under Wis. Stat. § 292.11 from the fact of Grantee's ownership of the Property for any period of time. For the purposes of this Agreement, "Hazardous Materials" means any flammable explosives, radioactive materials, asbestos, petroleum, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of "hazardous substance," "hazardous material," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq*., the Hazardous Materials Transportation Act, 49 U.S.C. § 6901, *et seq*., or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, decree or other requirement of governmental authority regulating, relating to or imposing liability or standard of conduct concerning hazardous, toxic or dangerous substance or material, as now or at any time hereafter in effect, and in the regulations adopted, published or promulgated pursuant to said laws.

7.5 **Hold Harmless**. Grantor hereby releases and agrees to hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the successors and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of

Attachment: Mequon Greenseams Conservation Easement (RESOLUTION 3796 : MMSD Conservation Easement)

action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with any state, federal, or local law, regulation, or requirement, including, without limitation, CERCLA and similar environmental laws, by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property; (3) the presence or release in, on, from, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties; and (4) the obligations, covenants, representations, and warranties of Paragraphs 8.1 through 8.4.

7.5 **Non-Waiver**. Nothing contained within this Conservation Easement is intended to be a waiver or estoppel of the Grantor or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the Grantor or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

8. **Extinguishment and Condemnation**.

8.1 **Extinguishment**. If circumstances arise in the future that render the purpose of this Conservation Easement impossible to accomplish, this Conservation Easement may be terminated or extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction from and after such court ordered extinguishment. Grantee shall be entitled to a portion of the gross proceeds collected from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishments, equal to the fair market value of this Conservation Easement, or proportionate part thereof, as determined in accordance with Paragraph 8.2.

8.2 **Valuation**. This Conservation Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of Paragraph 8.1, the parties stipulate to have a fair market value determined by multiplying (1) the fair market value of the Property unencumbered by this Conservation Easement (minus any increase in value after the date of this grant attributable to improvements) by (2) the ratio of the value of this Conservation Easement at the time of this Grant to the value of the Property, without deduction for the value of this Conservation Easement, at the time of this Grant. The values at the time of this Grant shall be those values used to calculate the purchase price for this Conservation Easement, as set forth on

Attachment: Mequon Greenseams Conservation Easement (RESOLUTION 3796 : MMSD Conservation Easement)

Page 2 herein. Grantee agrees to provide Grantor with evidence of the amount claimed and allowed. For the purposes of this Paragraph, the ratio of the value of this Conservation Easement to the value of the Property unencumbered by this Conservation Easement shall remain constant.

8.3 **Condemnation**. If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of the interests in the Property subject to the taking or in lieu purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantor and Grantee in connection with the taking or in lieu purchase shall be paid out of the amount recovered. Grantee's share of the balance of the amount recovered shall be determined by multiplying that balance by the ratio set forth in Paragraph 8.2.

8.4 **Application of Proceeds**. By acceptance of this Conservation Easement by the Grantee, the Conservation Purposes of the Property are hereby considered to be the highest public use of the Property. Whenever all or part of the Property is taken in the exercise of eminent domain, so as to abrogate, in whole or in part, the restrictions imposed by this Conservation Easement, or this Conservation Easement is extinguished, in whole or in part, by other judicial proceeding, Grantor and Grantee shall be entitled to proceeds payable in connection with the condemnation or other judicial proceedings in an amount equal to the current fair market value of their relative real estate interests. Any costs of a judicial proceeding allocated by a court to the Grantor and Grantee shall be allocated in the same manner as the proceeds are allocated.

9. **Assignment.** This Conservation Easement is transferable. Grantee may assign its rights and obligations under this Conservation Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code (or any successor provision then applicable), and authorized to acquire and hold conservation easements under Section 700.40 of the Wisconsin Statutes or any successor provision then applicable or the laws of the United States. As a condition of such transfer, Grantee shall require that the Conservation Purposes that this grant is intended to advance continue to be carried out. Grantee agrees to give written notice to Grantor of an assignment at least twenty (20) days prior to the date of such assignment; however failure to give such notice shall not affect the validity of such assignment, nor impair the validity or enforceability of this Conservation Easement.

10. **Subsequent Transfers**. Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest or mortgage lien. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this Paragraph shall not impair the validity of this Conservation

Attachment: Mequon Greenseams Conservation Easement (RESOLUTION 3796 : MMSD Conservation Easement)

Easement or limit its enforceability in any way. Any and all mortgages or deeds of trust recorded subsequent to the recording of this instrument shall be automatically subordinate to the operation and effect of this Conservation Easement.

11. **Reversionary Interest.** If the land ceases to be used as a natural undeveloped nature type of property supporting and upholding the "Conservation Purposes" described in Section 1, then grantor, its heirs and assigns, have the right to re-enter the premises and, upon exercise of such re-entry, all right, title and interest of grantee in the above-described premises shall cease and revert immediately to grantor, its heirs and assigns.

12. **Estoppel Certificates**. Upon request by Grantor, Grantee shall, within forty-five (45) days, execute and deliver to Grantor, or to any party designated by Grantor, an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Conservation Easement or otherwise evidences the status of this Conservation Easement. Such certification shall be limited to the condition of the Property as of Grantee's most recent inspection. If Grantor requests more current documentation, Grantee shall conduct an inspection, at Grantor's expense, within sixty (60) days of receipt of Grantor's written request therefor.

13. **Notices**. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:
City of Mequon
Attn: City Administrator
11333 N. Cedarburg Road
Mequon, Wisconsin 53092

To Grantee:
Milwaukee Metropolitan Sewerage District
Attn: Delbert Dettmann, Real Estate Specialist
260 West Seeboth Street
Milwaukee, Wisconsin 53204

or to such other address as either party from time to time shall designate by written notice to the other.

14. **Recordation**. Grantee shall record this instrument in the office of the Register of Deeds for Ozaukee County, Wisconsin, and may re-record it at any time as may be required to preserve its rights in this Conservation Easement.

15. **General Provisions**.

Attachment: Mequon Greenseams Conservation Easement (RESOLUTION 3796 : MMSD Conservation Easement)

15.1 **Controlling Law**. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Wisconsin.

15.2 **Liberal Construction**. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to effect the purpose of this Conservation Easement and the policy and purpose of the Wisconsin Conservation Easement Act. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

15.3 **Severability**. If any provision of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

15.4 **Entire Agreement**. This instrument sets forth the entire agreement of the parties with respect to this Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Conservation Easement, all of which are merged herein.

15.5 **No Forfeiture**. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

15.6 **Successors**. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and its respective successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The terms "Grantor" and "Grantee" wherever used herein, and any pronouns used in place thereof include, the above-named Grantor and its successors and assigns, and Grantee and its successors and assigns.

15.7 **Termination of Rights and Obligations**. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in this Conservation Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

15.8 **Captions**. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

Attachment: Mequon Greenseams Conservation Easement (RESOLUTION 3796 : MMSD Conservation Easement)

15.9 **Counterparts**. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

16. **Amendment**. If circumstances arise under which an amendment to or modification of this Conservation Easement would be appropriate, Grantor and Grantee may jointly amend this Conservation Easement by a written instrument recorded in the office of the Ozaukee County Register of Deeds, provided that any such amendment shall not diminish the goals, purposes or conservation benefits of this Conservation Easement, affect its perpetual duration or affect the qualification of this Conservation Easement or the status of Grantee under Section 170(h) of the Internal Revenue Code of 1986 or any successor provision.

TO HAVE AND HOLD the above-described Conservation Easement together with all and singular the appurtenances and privileges belonging or in any way pertaining thereto, either in law or in equity, either in possession or expectancy for the Property use, benefit, and behalf of Grantee, its successors and assigns, forever.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF Grantor has set its hand on the day and year first above written.

GRANTOR CITY OF MEQUON

Attachment: Mequon Greenseams Conservation Easement (RESOLUTION 3796 : MMSD Conservation Easement)

By _____
John M. Wirth, Mayor

ATTEST:

By_____
Caroline Fochs, City Clerk

STATE OF WISCONSIN)
) ss
COUNTY OF OZAUKEE)

Executed this ____ day of January, 2021, pursuant to approval granted on the 12th day of January, 2021, by the Common Council of the City of Mequon, by John M. Wirth and Caroline Fochs, known to me to be the Mayor and City Clerk of the City of Mequon, who acknowledged the same.

_____

Notary Public, Ozaukee County,
Wisconsin

My commission expires:_____

APPROVED AS TO FORM:

_____
Brian C. Sajdak, City Attorney

Attachment: Mequon Greenseams Conservation Easement (RESOLUTION 3796 : MMSD Conservation Easement)

ACCEPTANCE

MILWAUKEE METROPOLITAN SEWERAGE DISTRICT

_____ _____

(Signature) (Date)

KEVIN L. SHAFER, P.E., EXECUTIVE DIRECTOR

(Print Name-Title)

State of Wisconsin)
) ss
Milwaukee County)

On the above date, this instrument was acknowledged before me by Kevin L. Shafer, the Executive Director of the Milwaukee Metropolitan Sewerage Distric known to me to be such official, and who acknowledged that he executed the forgoing instrument on its behalf for the purpose aforesaid and by his authority a such official.

_____

(Signature, Notary Public, State of Wisconsin)

_____

(Print or Type Name, Notary Public, State of Wisconsin)

_____

(Date Commission Expires)

Approved as to form by MMSD legal department:

_____

This document was drafted by:
Joseph T. Ganzer
Staff Attorney
State Bar No. 1036120
Division of Legal Services
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, Wisconsin 53204

Attachment: Mequon Greenseams Conservation Easement (RESOLUTION 3796 : MMSD Conservation Easement)

EXHIBIT A
TO THE
GRANT OF CONSERVATION EASEMENT
City of Mequon, Grantor
TO
Milwaukee Metropolitan Sewerage District, Grantee

LEGAL DESCRIPTION OF THE PROPERTY

Attachment: Mequon Greenseams Conservation Easement (RESOLUTION 3796 : MMSD Conservation Easement)

EXHIBIT B
TO THE
GRANT OF CONSERVATION EASEMENT
City of Mequon, Grantor
TO
Milwaukee Metropolitan Sewerage District, Grantee

SURVEY OF THE PROPERTY

Attachment: Mequon Greenseams Conservation Easement (RESOLUTION 3796 : MMSD Conservation Easement)

EXHIBIT C
TO THE
GRANT OF CONSERVATION EASEMENT
City of Mequon, Grantor
TO
Milwaukee Metropolitan Sewerage District, Grantee

CONSERVATION VALUES

This Conservation Easement was acquired as part of the Greenseams Program of the Grantee. The Greenseams Program protects natural resources, enhances air and water quality, complements structural stormwater management, and preserves open space along stream corridors, hydric soils, environmentally significant wooded areas and other identified lands at risk for development. This acquisition is pursuant to authorization from the Metropolitan Sewerage Commission to purchase properties that meet one or more of the following criteria:

- Properties at least five (5) acres in size, containing a medium- to mature-aged mix of native hardwoods that are:
  - adjacent to Greenseams Program sites, public properties and/or properties with environmental significance,
  - within a SEWRPC[1] Environmental Corridor, or
  - within a SEWRPC Natural Area
- Properties containing critical floodplain areas that establish greenways by connecting exiting public open spaces or other sites identified by the Grantee's Greenseams Program
- Undeveloped private properties that would preserve natural ponding areas able to continue holding water.
- Parcels adjacent to the existing waterways or near the floodplain.
- Parcels that have hydric soils which represent wetland features.

[1] Southeastern Wisconsin Regional Planning Commission

Attachment: Mequon Greenseams Conservation Easement (RESOLUTION 3796 : MMSD Conservation Easement)

EXHIBIT D
TO THE
GRANT OF CONSERVATION EASEMENT
City of Mequon, Grantor
TO
Milwaukee Metropolitan Sewerage District, Grantee

WISCONSIN DEPARTMENT OF NATURAL RESOURCES STEWARDSHIP GRANT AND ASSIGNMENT

Attachment: Mequon Greenseams Conservation Easement (RESOLUTION 3796 : MMSD Conservation Easement)

City of Mequon

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

www.ci.mequon.wi.us **Office of City Clerk**

TO: **Common Council**
FROM: **Caroline Fochs, City Clerk**
DATE: **January 7, 2021**
SUBJECT: **RESOLUTION 3799 A Resolution Consolidating all City of Mequon Polling Sites into One Location at Mequon City Hall for the February 16, 2021 Primary Election**

Background

On February 16, 2021 a primary election will be held for the State of Wisconsin Superintendent of Public Instruction statewide. In the City of Mequon this is the only race on the ballot. Because of the anticipated low turnout and the increased use of absentee ballots for voting, staff sees an opportunity to reduce costs and labor by consolidating polling sites for this election. If approved, this consolidation will be for the February 16, 2021 election only, and election day voting will return to regular polling locations for the April 6, 2021 Spring Election.

Analysis

Mequon currently has eight polling sites throughout the City with City Hall being one of them. These sites are set up by Public Works on the Monday prior to the election and taken down on the Wednesday after the election and is very labor-intensive. By consolidating the sites into just one location, the crew is freed up to work on other City projects. Also, on election day, staff from the City Clerk's Office can remain at City Hall, freeing their time for other duties, and allowing staff to more closely monitor election day activities.

Nearly four years ago, on February 21, 2017, an election was held in Mequon, with only the Superintendent of Public Instruction on the ballot. The City saw a 10% voter turnout which would equate to 1,934 total voters in 2021. Assuming at least 50% will vote absentee, the election day walk-in traffic is projected to be approximately 950 residents, which would be a steady day but not overwhelming.

Making the public aware of the change is of course very important. In order to inform Mequon residents, efforts will be made to give notice in a variety of ways including using the City's website, community sign, Friday bulletin, Facebook, and Channel 25, and to send a postcard to all registered voters who will be affected by the change in location. Signs will be posted at each of the seven other polling locations on election day as well, directing voters to City Hall to vote.

Fiscal Impact

In the 2021 Election budget, $7,560 was budgeted for poll worker expenses related to the February election. By consolidating the sites, the city would save $6,760. This savings is offset by the cost of sending postcards to affected residents, which is estimated at approximately $2,850.

Recommendation

It is recommended that the Public Welfare Committee endorse, and the Common Council approve the attached resolution consolidating polling sites for the February 16, 2021 Primary Election.

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3799

A Resolution Consolidating all City of Mequon Polling Sites into One Location at Mequon City Hall for the February 16, 2021 Primary Election

A. The State of Wisconsin will hold a Primary Election for Superintendent of Public Instruction on February 16, 2021 that will be a statewide primary.

B. Superintendent of Public Instruction will be the only race on the City of Mequon ballot.

C. City staff anticipates the voter turnout will be such that an opportunity exists to consolidate polling sites, resulting in a savings in labor costs and tax dollars.

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

1. All City of Mequon polling locations for the February 16, 2021 Primary Election are consolidated into a single location at Mequon City Hall.

2. Subsequent to the February 16, 2021 Primary Election, all polling locations will return to their regular locations unless changed by future action of the Common Council.

3. City staff are authorized and directed to effectuate this change in accordance with Wis. Stat. § 5.25 and the guidance of the Wisconsin Election Commission.

Approved by: John Wirth, Mayor

Date Approved: January 12, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on January 12, 2021.

Caroline Fochs, City Clerk

City of Mequon

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

www.ci.mequon.wi.us **Office of Public Works**

TO: **Common Council**
FROM: **Kristen Lundeen, Director of Public Works/City Engineer**
DATE: **January 12, 2021**
SUBJECT: **RESOLUTION 3797 A Resolution Approving the Award of Contracts for the Lateral Abandonment and Demolition of the Structures at 11236 and 11242 North Cedarburg Road to Spielvogel & Sons Excavating, Inc. of Sheboygan, Wisconsin and Asbestos Abatement of the Same to Dirty Ducts Cleaning & Environmental, Inc. of Madison, Wisconsin for a Total Cost of $58,795**

Background

In May, the Common Council approved Resolution 3792 authorizing the purchase of parcels within the TID #3 Project Area on North Cedarburg Road. To date, the City has since closed on the properties at 11236 and 11242 North Cedarburg Road. This memo is seeking authorization for razing the residential structures on those two properties.

Analysis

City Staff issued a Request-for-Proposals (RFP) for the demolition of the two residential structures on the properties in late October. Seven contractors provided proposals for the demolition. The initial proposals were varied, and the proposers included a combination of the requested scope and additional efforts not included in the requested scope. As a result, City staff could not complete an equitable analysis of the proposals. In addition, City staff required additional time to evaluate whether certain portions of the scope (e.g. sanitary lateral abandonment, asbestos abatement) would be more cost effective to award outside of the demolition contract. Therefore, staff issued a Request-for-Information (RFI) to the seven demolition proposers to clarify the scope and ensure equity of the proposals. Six of the seven proposers responded to that RFI.

Additionally, the Sigma Group, Inc. performed a pre-demolition asbestos inspection and identified materials that require abatement prior to demolition. That report was provided to demolition contractors for consideration, as well as provided through an independent Request-for-Proposals to abatement contractors. The sanitary laterals for the two homes must be abandoned prior to demolition, therefore City staff requested quotes for the lateral abandonment work as well. Again, the demolition contractors were provided the option to include that work within their proposal cost.

Fiscal Impact

A summary of the various proposal costs is included in the attached Exhibit A. The most cost-effective contract award is for the City to issue the lateral abandonment and demolition contract to Spielvogel & Sons Excavating, Inc., and the supplemental asbestos abatement contract to

Dirty Ducts Cleaning & Environmental, Inc. Staff is requesting that the total contract amount include a contingency in the event that the coordination between contractors results in a scope modification.

	CONTRACTOR	COST
Asbestos Abatement	Dirty Ducts Cleaning & Environmental, Inc.	$15,545
Lateral Abandonment and Demolition	Spielvogel & Sons Excavating, Inc.	$37,850
10% Contingency		$5,400
Total		$58,795

Recommendation

Staff recommends that the Public Works Committee endorse and the Common Council approve the resolution awarding contracts for the lateral abandonment and demolition of the structures at 11236 and 11242 North Cedarburg Road, to Spielvogel & Sons Excavating, Inc. of Sheboygan, Wisconsin and asbestos abatement of the same to Dirty Ducts Cleaning & Environmental, Inc. of Madison, Wisconsin for a Total Contract Value of $58,795.

Attachments:
EXHIBIT A – Proposal Summary (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3797

A Resolution Approving the Award of Contracts for the Lateral Abandonment and Demolition of the Structures at 11236 and 11242 North Cedarburg Road to Spielvogel & Sons Excavating, Inc. of Sheboygan, Wisconsin and Asbestos Abatement of the Same to Dirty Ducts Cleaning & Environmental, Inc. of Madison, Wisconsin for a Total Cost of $58,795

RECITALS

A. As authorized by Resolution 3729, the City of Mequon acquired the properties at 11236 and 11242 North Cedarburg Road (the "Properties").

B. Per the TID #3 Project Plan, lands within the TID boundaries may be acquired for the purposes of land conservation and open space, which further enhances the walkable, community-centered design for TID #3.

C. Purchasing the Properties provided for assemblage for a comprehensive and coordinated riverfront park and open space corridor along the Milwaukee River, an amenity that would be a valuable benefit for the TID.

D. Subsequent to acquisition, the residential structures on the Properties must be razed to fulfill the purposes of the TID #3 Project Plan.

E. Staff issued a Request for Proposals for the necessary demolition, lateral abandonment and asbestos removal for the razing of the Properties.

F. Staff received and reviewed the responsive proposals received and recommends:

i. That a contract for demolition and lateral abandonment on the Properties be awarded to Spielvogel & Sons Excavating, Inc.; and

ii. That a contract for asbestos abatement on the Properties be awarded to Dirty Ducts Cleaning & Environmental, Inc.

G. Following consideration of staff's recommendation, the Public Works Committee forwarded a favorable recommendation to the Common Council at its meeting on January 12, 2021.

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

1. The contract for the demolition and lateral abandonment on the Properties is

awarded to Spielvogel & Sons Excavating, Inc. of Sheboygan, Wisconsin, and the contract for asbestos abatement on the Properties is awarded to Dirty Ducts Cleaning & Environmental, Inc., of Madison, Wisconsin, in a total combined amount not to exceed $58,795, 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 12, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on January 12, 2021.

_____

Caroline Fochs, City Clerk

EXHIBIT A – Proposal Summary

	Balestrieri	D&H Demolition	Great Lakes Excavating, Inc.	The MRD Group	Recyclean Inc.	Shoreline Contracting Services, Inc. *	Spielvogel & Sons Exc., Inc.	Visu-Sewer, Inc.	Affordable Environmental Technologies	Dirty Ducts Cleaning	DJK Environmental	Environet, Inc	KPH Environmental	Badger Environmental
Demo	$58,420.00	$43,896.00	$38,500.00	$71,350.00	$34,530.00		$32,850.00							
Lateral Abandonment	$8,520.00	$52,500.00		$5,000.00			$5,000.00	$12,710.00						
Asbestos	$16,250.00	$16,910.00		$8,000.00					$16,250.00	$15,545.00	$21,400.00	$16,910.00	$19,378.00	$27,500.00
Total	$83,190.00	$113,306.00		$84,350.00		$72,768.00								

Attachment: EXHIBIT A – Proposal Summary (RESOLUTION 3797 : Demo Contract 11236 and 11242 N Cedarburg Road)

City of Mequon

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: **December 16, 2020**
SUBJECT: **RESOLUTION 3798 A Resolution Approving a Special Event Agreement for the Thiensville-Mequon Lions Club to Host LionsFest at Rotary Park Between June 10-13, 2021**

Background

The Thiensville-Mequon Lion's Club is requesting use of Mequon's Rotary Park for their annual Lion's Festival (Lion'sFest). The event is a community staple and has previously been held at Thiensville's Village Park. In response to more regular use of the parks for large events, the Park & Open Space Board (POSB) recommended approval of a template Special Event Agreement that will be administered for all large events that are held in City parks. The Special Event Agreement allows for specific requests that would not normally be permitted by policy or ordinance to be permitted only for the duration of the event. The template agreement also specifies the requests are approved by the POSB, Public Works Committee and Common Council. A template Special Event Agreement was approved by the Common Council on March 10, 2020.

Lion's Festival is unique in that addition to music and food vendors that are typically provided at other special events, it also includes amusement rides. City staff has worked with the Lion's Club to amend the City's standard template agreement for the specifics of this event. Any deviations from the standard template Special Event Agreement are highlighted. The sections of the Agreement which are highlighted in yellow were presented to the Park & Open Space Board and approved 7-1. The sections highlighted in green are the amendments as a result of further coordination with Lion's Club and others.

Analysis

The standard template agreement addresses the provisions for inclement weather, cancellation if there is a public health emergency, the cost of rental and outlines the terms for the use of the park. While COVID-19 impacted the rental of parks facilities in 2020, should the Common Council consider a similar policy for 2021, Section 16 addresses the potential for cancellation. The template agreement also includes provisions to address the protection of the park facilities, including the ability of the Parks and Forestry Superintendent to modify park usage in inclement weather. Should damage occur as a result of the event, the organizer is required to repair the damage at its own cost. The template agreement also covers the requirement for liability insurance by the renter and any vendors, the terms of which were reviewed by the City's insurance carrier.

The Park and Open Space Board (POSB) reviewed the Special Event Agreement and

recommended approval. During the discussion they outlined the following concerns:

1. **Hours of Operation** - The hours of operation listed in the Special Event Agreement apply to the overall Event. The POSB expressed concern about the noise associated with the band and amusement rides. If the Public Works Committee or Common Council choose, it could amend Section 7.a. to further restrict the hours. For example:

   v. The band or music vendors shall not operate past 11:30 p.m. and the amusement rides shall not operate past 10:00 p.m.

2. **Parking** - The Lion's Club will be using onsite parking and offsite parking. Staff added a provision requiring a shuttle service between the two locations.

3. **Overnight Accommodations** - The POSB expressed concerns about allowing amusement personnel to remain in the park overnight. Christman Carnival is requesting permission for employees of the carnival to stay on site in 10-12 RV campers during the duration of the event. The entire carnival accounts for 50 employees that need to be housed. The proposed location of the campers would be in the Rotary Pavilion parking lot. Christman is also seeking 200 amps of electrical service from Rotary Pavilion for the campers.

   While the agreement currently provides the language permitting overnight accommodations, if the Public Works Committee or Common Council decide not to permit overnight accommodations, the final paragraph before the signature block in the agreement may be deleted.

Since the POSB meeting, additional correspondence with other City Departments, the Lion's Club and board members led to further revisions of the document. Those revisions are highlighted in green and include a requirement for shuttle service for attendees and the cost for Emergency Services. Lion's Club has also requested consideration of:

- Section 12 to allow penetration of the asphalt in exchange for a pavement repair after the event. If the Public Works Committee or Common Council choose, it could amend Section 12 to read:

  12. Tents and/or Amusement Rides. Fasteners that penetrate the asphalt surface are permitted. After the Event, the Parks and Forestry Superintendent will identify areas of the parking lot which must be repaired. Asphalt repairs shall consist of sawcutting and removing the damaged areas and replacing with compacted hot mix asphalt.

Fiscal Impact

The basis for the fees (1.a) are as follows:

i. Rental Fee: The special event will include the use of Reuter Pavilion, but also restricts the City from renting Rotary Pavilion while the event is taking place, due to capacity issues. Therefore, the daily cost for the rental is the daily cost for Reuter Pavilion ($500/day) and

Rotary Pavilion ($225/day), for a total of $725/day, per the City's Fee Schedule.

ii. Holding Tank Pumping: This is a pass-through cost. The City is charged $270 per pumping, and that is billed through to the Renter per the Fee Schedule.
iii. Field Usage Fee: The Event includes a softball tournament, therefore a field fee of $80/day per the Fee Schedule.
iv. Janitorial Supplies (toilet paper and garbage bags): The supplies will be charged based upon actual use and the costs will be deducted from the security deposit prior to release.
v. Emergency Services: The Police Department and On Call Fire/EMS provided the hours required for the event.

    Police Department: 92 hours of sworn officer presence to cover the event ($102/hour). This will provide 2 officers during the daytime hours and 4 officers at night (Friday and Saturday night).
    On Call Fire/EMS: The Fire Department will most likely use the City's on-duty paramedic, a new Battalion Chief and interns to staff the event. Since these personnel are already being paid there is technically no added cost to City operations. Chief Bialk has spoken with the Fire Chief from Thiensville and historically there has been very little or no need for Fire or EMS services at this event.

vi. Security Deposit - Less Supplies Provided (1.a.iv)

The event will generate revenue for the park as well as another possible source for future donations. All other impacts to the park should be covered through the special event agreement. The only other cost associated with the event would be additional park personnel for morning and afternoon cleaning rounds.

Recommendation

On December 16, 2020, the Park & Open Space Board approved the Special Event Agreement by a 7-1 vote. City Staff recommends that the Public Works Committee and Common Council review the terms, consider amendments as appropriate, and approve the resolution authorizing the Special Event Agreement for the Lion's Club to host Lion's Fest at Rotary Park between the dates of June 10-13, 2021.

Attachments:
Special Event Agreement (Lionsfest) - CC (PDF)
Lions Fest Memo - PD (PDF)
LIONFEST OVERVIEW - Update (PDF)
LIONFEST LAYOUT DETAIL 12-15-2020 (PDF)
Lionfest layout 12-15-2020 (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3798

A Resolution Approving a Special Event Agreement for the Thiensville-Mequon Lions Club to Host LionsFest at Rotary Park Between June 10-13, 2021

A. The City of Mequon created a template Special Event Agreement for use in the parks.

B. Amendments to the template agreement language require a recommendation by the Park & Open Space Board and approval by the Common Council.

C. The Mequon-Thiensville Lion's Club has requested permission to operate its annual Lion's Festival event at Mequon's Rotary Park, which requires exceptions to Chapter 54, which are allowed with a revision to the template agreement.

D. An amended version of the template agreement is attached to this resolution, as a consideration to permit this event.

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

1. The Special Event Agreement for the 2021 Lion's Festival to be held at Rotary Park in the form attached hereto is approved subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

2. The City Forester is authorized and directed to execute and deliver the same.

_____
Approved by: John Wirth, Mayor

Date Approved: January 12, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on January 12, 2021.

_____
Caroline Fochs, City Clerk

Attachment: Special Event Agreement (Lionsfest) - CC (RESOLUTION 3798 : A Resolution Approving LionsFest at Rotary Park in June of 2021)

CITY OF MEQUON

SPECIAL EVENTS AGREEMENT

LIONFEST

Articles of agreement made and entered into this_____day of_____, 2021, by and between Thiensville-Mequon Lions Club, hereinafter called the Renter, and the City of Mequon, a municipal corporation of Ozaukee County, Wisconsin, hereinafter called the City.

RECITALS

1. The Renter requests access to Rotary Park (hereinafter called the Park) for Lionfest (hereinafter called the Event).
2. The Event qualifies as a Special Event, as defined in Chapter 54 of the City of Mequon Code of Ordinances.
3. The City's standard Rental Agreement and Fee does not sufficiently address the scale of the Event.
4. The City has identified certain responsibilities of the Renter necessary to use the Park for the Event.
5. Completed Agreement must be submitted no later than 60 days in advance of the Event.

NOW, THEREFORE, in consideration of these Recitals the mutual agreements, benefits and responsibilities outlined herein, the parties agree:

The Renter shall be required to:

1. Event Fee.
    a. Based upon time of year, number of attendees and duration of the event, the Event Fee for the Event is $16,299. The Event Fee is comprised of the following costs:
        i. $5,075 Rental Fee (7 days @ $725/day)
        ii. $520 Holding Tank Pumping (2 @ $260/each)
        iii. $320 Field Usage Fee (4 days @ $80/day)
        iv. TBD Janitorial Supplies (toilet paper and garbage bags)
        v. $9,384 Emergency Services (92 hours Police @ $102/hour)
        vi. $1,000 Security Deposit – Less Supplies Provided (1.a.iv)
    b. An executed Special Events Agreement and one-half (1/2) of the Event Fee is required as a Deposit to secure the date of the event.
    c. The balance of the fee is due no less than thirty (30) days prior to the Event.
2. Liability Insurance.
    a. A copy of the Event Liability Insurance is due no less than thirty (30) days prior to the Event.
    b. Any outside vendors must also provide a copy of Liability Insurance no less than ten (10) days prior to the Event.
    c. If alcohol is served at the Event, the policy must include Liquor Liability coverage. This coverage should protect the Renter and the City against any alcohol-related accidents, as the Renter is ultimately liable for the safety of the guests.
    d. The certificate of liability insurance or certificate of coverage must meet the following guidelines:
        i. The certificate must name the City of Mequon as Additional Insured.
        ii. The certificate must include the name and mailing address of the insured.

Attachment: Special Event Agreement (Lionsfest) - CC (RESOLUTION 3798 : A Resolution Approving LionsFest at Rotary Park in June of 2021)

iii. The certificate must name the Event for which the certificate is requested and specify date of that Event (This information should be included in the "description of operations/locations/…" section of the certificate).

iv. The certificate must provide coverage under general liability, excess liability or a combination thereof totaling $1,000,000. This coverage should be on a per occurrence basis.

v. Evidence of premium payment must be attached to the certificate.

e. This certificate should be forwarded to:

City of Mequon
Attn: Parks Department
11333 North Cedarburg Road
Mequon, WI 53092-1930

3. Site Plan.
   a. The Renter shall provide a site plan for the Event.
   b. Site map shall specify the location, perimeter, route, and the locations of required facilities/amenities/services.
   c. Site map shall include all proposed signage and fencing for approval by the Parks and Forestry Superintendent prior to installation.
4. Portable Toilet and Hand Washing Facilities. For events where the number of attendees exceed the capacity of the Park bathroom facilities, the Renter shall supply 16 portable toilets and 3 hand washing facilities to supplement the Park facilities.
   a. The City will determine whether temporary toilet facilities will be required.
   b. Events over 250 attendees require portable toilets at a ratio of 2 toilets/500 attendees with at least 1 ADA unit.
5. The portable toilets shall arrive no earlier than two days prior to the Event and be removed from the Park no later than noon the day after the Event.
6. Dumpster. The Renter shall provide a 20 yard dumpster to collect all of the refuse generated by the Event. The Renter shall directly contract with the vendor to provide the dumpster. The dumpster shall arrive no earlier than the day prior to the Event and be removed from the Park no later than noon the day after the Event.
7. Restoration. If any damage occurs to the Park as a result of the Event, or if any repairs or replacements need to be made to the Park as a result of the Event's use thereof under this Agreement, Renter shall pay the City for any such damage, repairs or replacements upon demand from the City.
8. Power. Rotary Park does not have sufficient service to support the power requirements for the Event. Therefore, the Renter is responsible for supplying generators or other means of acquiring sufficient service to support the power requirements for the Event.
9. Delivery and Storage. Limited storage is available upon request. Rental fees will be applied to any items stored within Park facilities which restrict the subsequent rental thereof or for any staff time required for deliveries beyond normal working hours. This also applies to items left post Event. Note: It is not the responsibility of the City to ensure that pick-ups or deliveries are scheduled and executed.
10. Entry and Exit. Renter agrees that City staff may enter and exit premises during the course of the Event. A representative of the City may be checking periodically with the responsible parties to insure everything is operating correctly.
11. Lost and Found. The City takes no responsibility for personal effects and possessions left on premises during or after any Event.
12. Attendee conduct. Renter is responsible for attendee conduct.
13. No glass containers. For the safety of Event attendees and future public Park users, glass containers are prohibited.
14. Recycling. Under Chapter 66, Article II of the City ordinances, recycling of applicable materials is

mandatory. The Renter shall provide both recycling containers and proper recycling of disposed materials generated by the Event.

15. Emergency Services.
    a. Prior to execution of this Agreement, the Renter shall coordinate with the Mequon Police Chief and Fire Chief to determine if additional emergency services are required to secure the Event.
    b. The City, at its sole discretion, may mandate that additional security personnel are assigned to the Event, which may involve additional fees over and above the Rental Fee.
16. Renter shall not advertise the Event until it has received an executed copy of this Agreement.

The City shall be required to:

1. Provide a clean facility. The Park will be in a clean condition prior to the Event. By noon on the day following the Event, the Renter is required to return the space to the same clean condition in which it was found. All rental equipment must be removed immediately following the Event.
2. Provide toilet paper and refuse container liners based upon the anticipated number of attendees. Cost of supplies will be based upon actual use. The cost of the supplies will be charged against the security deposit prior to release.
3. Document existing conditions. Prior to the Event, City staff shall document the existing conditions of the Park, including any existing damage or maintenance items. A copy of that documentation shall be provided to the Renter. This documentation shall serve as the baseline for restoration and repair requirements post-Event.
4. Provide maintenance. Maintenance items that effect the Event shall be addressed by the City no later than 24 hours prior to the event.

The Event shall adhere to the following terms and conditions:

1. Follow the requirements of Chapter 54 of the City of Mequon Code of Ordinances, unless an exception is otherwise provided within this document.
2. Date of the Event.
    a. Restrict the activities of the Event to Thursday, June 10th, Friday June 11th, Saturday, June 12th and Sunday, June 13th, 2021.
    b. Preparation may occur starting no earlier than 8:00 am on Monday, June 7, 2021. Preparation is permitted daily during normal park hours from the identified start date to the start of the Event. Daily preparations must be communicated and coordinated with the Parks and Forestry Superintendent.
    c. Clean up shall be complete no later than noon on the day after the Event. Any additional clean up required shall be defined and outlined in this Agreement.
    d. It is anticipated that this Event will be recurring. Subject to the terms and conditions as outlined in this Agreement, future dates reserved for the Event are the weekend of the second Saturday in June, pending coordination with the Parks and Forestry Superintendent for other committed events.
3. Number of Attendees. The Renter estimates that the daily attendance for the Event will be 5,000- 10,000 guests for the four days of the Event.
4. Preparation. To the extent that preparation, including but not limited to deliveries, material and equipment storage, Event setup and general readying consume the Park facility and restrict its subsequent rental, from June 7 – June 9, 2021 making it necessary to include preparation days in the Rental Fee.
5. Clean Up. To the extent that clean up, including but not limited to the removal of material and equipment, including portable toilets and dumpsters consume the Park facility and restrict its subsequent rental, the clean-up June 14, 2021 shall be included in the Rental Fee. All property remaining on the premises beyond the end of the Agreement will be charged at the daily rental rate.

Attachment: Special Event Agreement (Lionsfest) - CC (RESOLUTION 3798 : A Resolution Approving LionsFest at Rotary Park in June of 2021)

6. Restoration. After the Event, the City will complete a walk-through of the Park prior to releasing the security deposit. Any repairs or damage identified by City staff shall be addressed immediately, or no less than three days after the Event. Restoration can and may include repairs to parking lot and building facilities, repair of turf damage (either with sod or seeding) and other issues not attributed to general Park use.
7. Hours.
   a. Duration of the Event. Not including preparation and cleanup, the Event shall occur on:
      i. Thursday, June 10th from 5:00 pm to 9:00 pm.
      ii. Friday, June 11th from 5:00 pm to 12:00 am.
      iii. Saturday, June 12th from 12:00 pm to 12:00 am.
      iv. Sunday, June 13th from 10:00 am to 6:00 pm.
   b. Except for unusual and unforeseen emergencies, parks shall be open to the public every day of the year during designated hours.
   c. Approval for deliveries or other low noise operations associated with the event shall be approved by the Parks and Forestry Superintendent.
   d. Daily Event Cleanup. Contractors and volunteers are permitted to remain up to two (2) hours after the Event for cleanup. The public will not be permitted to remain outside of the Event Hours.
8. Parking Restrictions (Mequon Ordinance Sec. 54-23(6)). No person in a park shall:
   a. Designated areas. Park a vehicle in other than an established or designated parking area and such use shall be in accordance with the posted directions thereat and with the instructions of any attendant who may be present.
   b. Roads and driveways. Park on a road or driveway in violation of posted regulations of the board. No stopping or parking is permitted even briefly on the left-hand side of any road or driveway.
   c. Night parking. Leave a vehicle standing or parked at night without lights clearly visible for a least 100 feet from front and rear on any driveway or road area except legally established parking areas.
   d. Double-parking. Double-park any vehicle on any road or parkway unless directed by a park official.
   e. Exception to Mequon Ordinance Sec. 54-23(6) The Event shall be permitted limited parking outside of the designated areas. The requested parking outside of designated areas shall be included on the site plan submitted for the Event and is subject to the approval of the Parks and Forestry Superintendent. Off pavement parking may be eliminated due to inclement weather. All parking is subject to reparation of damage as outlined in this Agreement.
   f. The Renter shall be required to administer a shuttle service for the Event. Per the Site Plan, 115 parking stalls are available at Rotary Park for attendees. The Renter shall be responsible for securing sufficient off-site parking for all other attendees and coordinating for a shuttle service between the two locations, including providing parking and traffic control at the location of the offsite parking and location of the Event.
9. Alcoholic beverages. Use and sale of alcoholic beverages regulated.
   a. Any person wishing to sell fermented malt beverages or wine coolers may do so only in designated areas, and then only with the permission of the Park and Open Space Board and by obtaining a temporary class B/class B retailers license from the City Clerk.
   b. Renter may not serve alcohol to minors on the premises at any time.
   c. Renter agrees, for everyone's safety, to ensure alcoholic beverages are consumed in a responsible manner.
10. No Smoking Facilities. There is no smoking permitted in any Park facility/building. The Renter shall be responsible for making the requirement clear to Event attendees and enforcing the policy at the Event.

Attachment: Special Event Agreement (Lionsfest) - CC (RESOLUTION 3798 : A Resolution Approving LionsFest at Rotary Park in June of 2021)

11. Noise. All sound must be kept at an acceptable level according to City ordinances.
    a. Tents and/or Amusement Rides. Tents must be anchored by sandbags or other weights. Fasteners that penetrate the asphalt surface are not permitted.
12. Vendors. The Renter is responsible to ensure that all vendors have the appropriate City, Ozaukee County and state permits or licenses in place prior to the Event. This includes an Amusement License per Section 14-84 of the City of Mequon Code of Ordinances.
13. Fireworks and explosives. No person in a park shall bring or have in their possession or set off or otherwise cause to explode or discharge or burn any explosives or any fireworks.
14. Inclement Weather. The Renter shall register the Event with the National Weather Service. The Renter, Park Staff and Mequon Police and Fire Departments shall all communicate prior to the Event, and specifically 24 hours prior to the Event, to discuss and address any concerns regarding pending inclement weather. Renter shall have a an emergency notification plan in place to notify attendees of inclement weather.
    a. Winter Weather Events. When the following weather conditions exist, the City may (at their discretion) cancel, postpone, or reschedule the Event.
        i. Cold Weather. Combination of wind and/or temperature that is 25 degrees below zero or colder (This information can be obtained from local weather channels, radio, or weather-related internet sites).
        ii. Icy or Sleety Weather Conditions. When the National Weather Service has issued travel warnings.
        iii. Blizzard or Other Snow Fall Conditions.
            1. When the National Weather Service has issued local travel warnings.
            2. When visibility for road travel is severely limited.
    b. Summer Weather Events. When the following weather conditions exist, the City may (at their discretion) cancel, postpone, or reschedule any indoor or outdoor department organized recreational activity.
        i. Extreme Heat / Humidity. When the National Weather Service has issued extreme heat / humidity warning. A warning will be issued if there is a heat index of at least 105°F but less than 115°F for a period of 3 hours or more per day or if nighttime low temperatures are above 80°F for 2 consecutive days.
        ii. Lightning / Severe Thunderstorms. When the National Weather Service has issued a severe thunderstorm warning for the area.
        iii. Tornados. When the National Weather Service has issued a tornado warning for the area.
15. Cancellation. The City has the sole discretion to cancel the Event if concerns regarding the health and safety of Event attendees cannot be properly addressed. Examples of cause of cancellation include installation of unsafe equipment or amusement rides, improper licensing of vending, inclement weather that would affect safety of persons or Park infrastructure and failure to meet the terms of this Agreement.
    a. Deposit is non-refundable. No refunds of the Event Fee will be refunded or issued within thirty

    (30) days of the Event.
16. City, County, State and Federal Laws. Renter agrees to comply with all applicable City, County, State, and Federal laws and shall conduct no illegal act on the premises. This is a drug free and non-smoking facility at all times, and there are no exceptions. The City of Mequon Police Department reserves the right, in its exclusive discretion, to expel anyone who, in its judgment, is intoxicated or under the influence of alcohol or drugs, or who shall, in any manner, do or participate in any act jeopardizing the rights, use permit, or the safety of staff, guests, or facility contents.

Attachment: Special Event Agreement (Lionsfest) - CC (RESOLUTION 3798 : A Resolution Approving LionsFest at Rotary Park in June of 2021)

The Event is requesting exceptions to the requirements of Chapter 54 of the City of Mequon Code of Ordinances. Specifically, Section 54-24(5). The Amusement Contractor designated by the Renter is permitted to occupy the Park outside of Event hours of operation. The Amusement Contractor shall be restricted to the use of the RV campers for overnight accommodations. The number and location of the RV campers shall be included on the site plan and is subject to the review and approval of the Parks and Forestry Superintendent. It is anticipated that the Amusement Contractor will house 50 employees in 10-12 RV campers. The Amusement Contractor must provide liability insurance in addition to that required by the Renter for the Event. The Amusement Contractor must also provide a listing of employees and their dates of birth to the Police Department a minimum of 10 days prior to the Event.

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

Name, Title
Superintendent
Agency

Michael Gies, Parks and Forestry

City of Mequon

Approved as to Form:

Brian C. Sajdak
Mequon City Attorney

Attachment: Special Event Agreement (Lionsfest) - CC (RESOLUTION 3798 : A Resolution Approving LionsFest at Rotary Park in June of 2021)

City of Mequon

"The mission of the Mequon Police Department is to provide a safe environment through professional, efficient, and effective police services."

POLICE DEPARTMENT

Patrick T. Pryor
Chief of Police

MEMORANDUM

To: Kristen Lundeen, Director of Public Works/City Engineer

Date: January 5, 2021

From: Patrick Pryor, Police Chief

Subject: Lions Fest at Rotary Park

The Mequon Police Department contacted the Thiensville Police Department to provide the department with the history and background of this event for police interactions. Thiensville PD provided the following information; 2019 No arrests were made, 2018 - 1 disorderly conduct arrest and 1 drug arrest, and in 2017 - 1 disorderly conduct arrest was made.

The entire Thiensville Police Department (7 Sworn Officers) basically works the event. They also use their Special Reserve Officer volunteers for extra presence. The department adopts a lenient philosophy of arrest, assisting people with leaving the event rather than making an arrest. They contact/arrange rides for people if they are leaving and are intoxicated.

The Mequon Police Department Captains have discussed the event and advised the department would need about 92 hours of sworn officer presence to cover the event. This would provide 2 officers dedicated to the event during the daytime hours and 4 officers dedicated to the event at night (Friday and Saturday nights).

The department would still maintain its regular shift assignments during the times of the event and these officers would act as backup if needed during the event or to respond to complaints in the area outside of the event. The department also has a call-in process that can be implemented to supplement officers if the need arises.

The Police Department would also recommend the Lions Fest organizers use the same or similar parking service that Gathering on the Green uses. Since GOG has hired this service, there have been no parking issues and parking has been handled very well.

The Department also plans to utilize our Police Auxiliary Officer volunteers to assist with presence on the grounds and will investigate the process of having the Ozaukee Emergency government command post setup at the park for the duration of the event.

The Department would like information on the employees who would be staying in the park overnight and what type of backgrounds are done on these employees or would the Police Department need to complete backgrounds on those employees. If the Police Department would be required to complete these backgrounds the department would require full names and dates of birth for those employees in order to conduct proper background information.

Attachment: Lions Fest Memo - PD (RESOLUTION 3798 : A Resolution Approving LionsFest at Rotary Park in June of 2021)

LIONFEST OVERVIEW

Lionfest Dates:

LF runs Thursday through Sunday on the weekend of the 2nd Saturday in June. These dates are determined by the schedule of our Carnival operator (Christman amusements).

The Christman carnival fleet and crew arrive on the Monday prior to the fest, and move out on the Monday morning following. Tents are also set up on the Monday prior, and setup activity by the Christman carnival crew and Lion club members is ongoing throughout the 8 day period.

Future Lionfest Dates;

2021 June 10-13, 2022 June 9-12, 2023 June 8-11, 2024 June 6-9, 2025 June 12-15 (15th is Father's day and potentially conflicts with Bigler tournament)

Christman carnival details:

Christman amusements bring approximately 14 rides, 8 of which need to be set up on solid, well-drained ground, most preferably pavement. Additionally, Christman brings 3 food concessions and 14 Midway type games which are run by independent operators who travel with Christman.

The entire operation includes approximately 50 employees who live in RV/mobile homes & trailers (approximately 10-12 total vehicles). The Christman crew works long days during setup days and during the festival. As such, it is crucial that their living quarters be in close proximity to the festival operation.

Christman brings a large generator for power for all concessions during the festival itself. However, the mobile homes require a potable water supply, plus a minimum of 150 amps on-line electrical power during the 8 day period.

Christman provides a certificate of insurance covering liability.

TM Lions club concessions and activities:

The Lions club operates all food and beverage concessions, bands & entertainment, and car show. This includes the procurement of all permits and licenses for food, beverages and bingo as well as certificates of insurance.

Lion club members and volunteers provide all staffing for these concessions and for parking, signage, security, fencing, trash pickup and collection, etc.

Typically, we also have 5-10 outside vendors who do not compete with Lions or Carnival concessions.

We contract with outside suppliers for tents, toilets, ice food and beverage requirements, dumpsters, etc.

Tents are set up for entertainment, bingo, and food & beverage serving. Tent placement needs to be on well-drained ground, most preferably pavement.

Electrical service requirements for all Lions club activities (bands, lighting, nescos, refrigerated trailers, etc. is approximately 500 amps.

Attachment: LIONFEST OVERVIEW - Update (RESOLUTION 3798 : A Resolution Approving LionsFest at Rotary Park in June of 2021)

Detailed schedule, Hours of operation, and **Attendance**

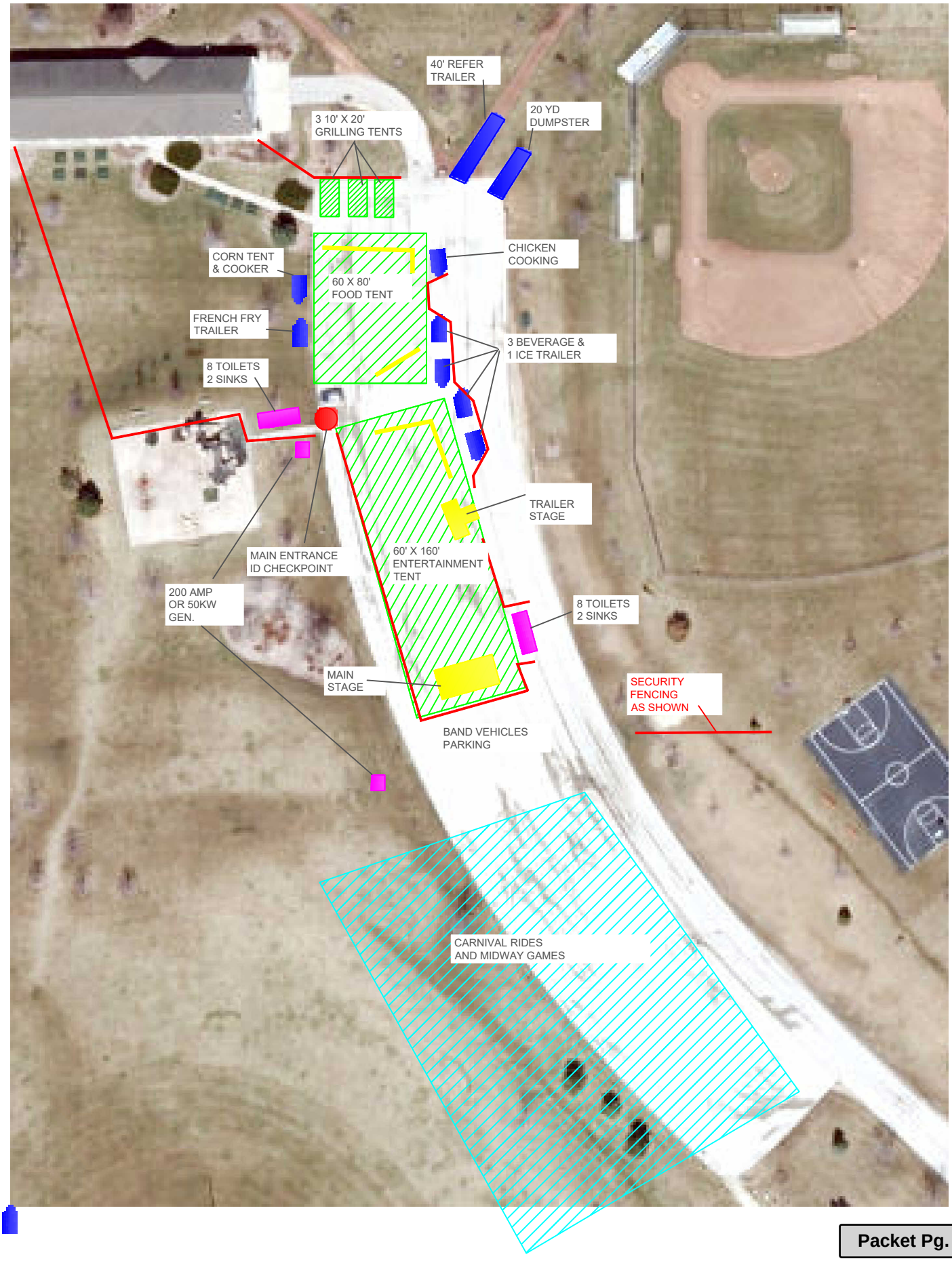
LF open hours are as follows: Thursday 5PM-9PM, Friday 5PM-12AM, Saturday 12PM-12AM, Sunday 9AM-6PM. Estimated attendance is 5000-10,000 for the weekend depending on weather. The maximum attendance period is Saturday from 5PM-9PM when attendance could approach 3,000 with parking requirements for 1000 vehicles. Thursday is promoted as family night with only the carnival in operation and all activity ends by 10PM. On Friday and Saturday, (with the exception of the entertainment tent), all Lion concessions (food, bingo, chicken fry, etc.) and carnival operations (rides, food sales and midway) conclude by 10:30PM. Band music, The PM band plays until 5PM and nearly all attendees are gone by 6PM, with a few Lion members remaining for cleanup until perhaps 8PM. On Sunday evening, the carnival operation is completely disassembled and loaded on trucks, and on Monday morning they move on to the next destination. Tents, toilets, Lion concessions and supplies are dismantled throughout the day and we make every attempt to ensure the takedown is complete, and the park restored by Monday evening. The dumpster is picked up on Tuesday.

Security, traffic control, and emergency plan

The Lions club relies on members and volunteers for overseeing traffic control, parking and security. In the past, we've enjoyed support from both the Thiensville Police and Fire departments to support these activities. During Friday and Saturday evenings, Thiensville PD volunteers have also provided supplemental support. While not providing dedicated on-site personnel, the Thiensville FD has always provided timely response for any infrequent medical emergencies that have arisen. In 2019, the Thiensville PD developed a comprehensive plan to respond to weather and other unforeseen emergencies. They also made arrangements for the Ozaukee county emergency government vehicle to be on-site.

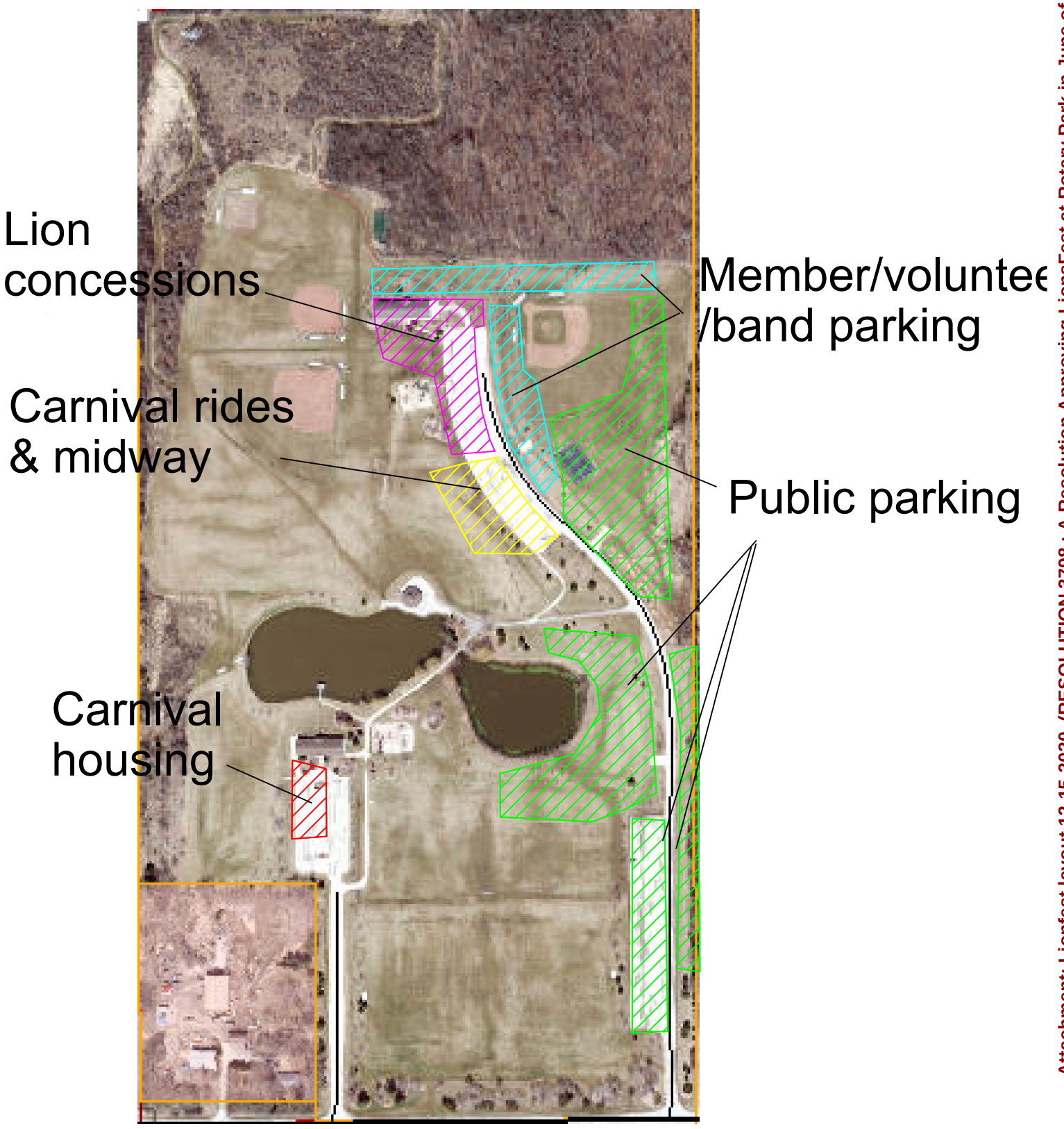
Attachment: LIONFEST OVERVIEW - Update (RESOLUTION 3798 : A Resolution Approving LionsFest at Rotary Park in June of 2021)

Lionfest Reuter Pavilion Parking Lot Layout



Attachment: LIONFEST LAYOUT DETAIL 12-15-2020 (RESOLUTION 3798 : A Resolution Approving LionsFest at Rotary Park in June of 2021)

Lionfest Rotary Park Event Layout



Attachment: Lionfest layout 12-15-2020 (RESOLUTION 3798 : A Resolution Approving LionsFest at Rotary Park in June of 2021)