



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, February 9, 2021 - 7:30 PM
or immediately following the
Mequon Sewer Utility District Commission
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/UCZDJETJJa2M-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 2 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 2 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, Roll Call**
- 2) **Public Hearings:** None.

3) Public Officials' Reports:

- a) Mayor
- b) City Administrator

4) Consent Agenda:

- a) Common Council meeting minutes of January 12, 2021
- b) Architectural Board meeting minutes of November 9, 2020
- c) Board of Police and Fire Commissioners meeting minutes of January 5, 2021
- d) Economic Development Board meeting minutes of November 17, 2020
- e) Festivals Committee meeting minutes of November 19 and December 1, 2020
- f) Finance-Personnel Committee meeting minutes of December 8, 2020
- g) Fire Department Reports for September, October, November and December 2020
- h) Park and Open Space Board meeting minutes of December 16, 2020
- i) Planning Commission meeting minutes of December 14, 2020
- j) Planning Commission Policy Subcommittee meeting minutes of December 7, 2020
- k) Public Welfare Committee meeting minutes of December 8, 2020
- l) Public Works Committee meeting minutes of December 8, 2020
- m) **RESOLUTION 3801** - A Resolution Authorizing a Development Agreement with Mequon Medical LLC for the Construction of a 30,000 Square Foot Medical Office Building at 12791 N. Port Washington Road; **Recommended by Planning Commission January 25, 2021.**
- n) Ordinance First Readings

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

- 1) **ORDINANCE 2021-1585** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code to Rezone 15.3 Acres of the Property (Donges Bay School) Located at 2401 W. Donges Bay Road from R-2 (Single-Family 2-Acre) to IPS (Institutional); **Recommended by Planning Commission January 25, 2021. First Reading.**

5) Ordinances: None.

6) Resolutions:

- a) **RESOLUTION 3802** - A Resolution Authorizing an Amendment to a Revolving Loan Fund Agreement with the Bartolotta Restaurant Group to Extend Existing Loan Terms by Nine Months to December 1, 2021 for the Mr. B's Restaurant Located at 11120 North Cedarburg Road; **Recommended by Economic Development Board January 26, 2021; Recommendation Forthcoming by Finance-Personnel Committee February 9, 2021.**

- b) **RESOLUTION 3803** - Consideration of an Initial Resolution Regarding Industrial Development Revenue Bond Financing for Copps Industries, Inc. Project. Information with Respect to the Job Impact of the Project will be Available at the time of Consideration of the Initial Resolution; **Recommendation Forthcoming by Finance-Personnel Committee February 9, 2021.**
- c) **RESOLUTION 3804** - A Resolution Designating Mequon, Wisconsin as a Bee City USA; **Recommendation Forthcoming by Public Welfare Committee February 9, 2021.**
- d) **RESOLUTION 3805** - A Resolution Authorizing Renewal of an Application with Bird City Wisconsin and Observing International Migratory Bird Day in Conjunction with Arbor Day; **Recommendation Forthcoming by Public Welfare Committee February 9, 2021.**
- e) **RESOLUTION 3806** - A Resolution Temporarily Extending the 2020 Policy for Mequon Community Pool and Parks Operations Due to COVID-19; **Recommendation Forthcoming by Public Works Committee February 9, 2021.**
- f) **RESOLUTION 3807** - A Resolution Approving the Acquisition of a Drainage Easement and the Award of a Contract to Replace a Failed Storm Sewer Culvert Across the Property at 9731 N. Courtland Drive for a Total Cost of \$34,625; **Recommendation Forthcoming by Public Works Committee February 9, 2021.**
- g) **RESOLUTION 3809** - A Resolution Establishing a Template Memorandum of Understanding for Private Water Trusts Operating in the Public Right-of-Way; **Recommendation Forthcoming by the Public Works Committee, February 9, 2021.**
- h) **RESOLUTION 3800** - A Resolution Approving a Special Event Agreement for Annual Gathering on the Green Festivities Held During the Third Week of July in Rotary Park; **Recommended by Park and Open Space Board January 20, 2021; Further Recommendation Forthcoming by Public Works Committee February 9, 2021.**
- i) **RESOLUTION 3808** - A Resolution Approving the Purchase of a Fire Department First Responder Vehicle from Ewald Automotive Group, Hartford, Wisconsin, Installation of Associated Equipment from General Fire Equipment, Milwaukee, Wisconsin, and Application of Vehicle Graphics from Letters & Signs, Mequon, Wisconsin in the Total Amount of \$42,986; **Recommendation Forthcoming by Public Safety Committee February 9, 2021.**
- j) **RESOLUTION 3810** - A Resolution Awarding the Following in Connection with Phase 3 Rehabilitation Work on the Mequon-Thiensville Sanitary Sewer Interceptor: A) A Contract for Cured-in-Place Lining to Insituform of Chesterfield, Missouri in the Amount of \$738,575; and B) A Contract for Inspection Services to Kapur and Associates, Inc. of Milwaukee, Wisconsin in the Amount of \$38,052; **Recommendation Forthcoming by Sewer Utility District Commission February 9, 2021.**

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

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

9) Specified Miscellaneous New Business: Mayoral Appointments:

- a) Frank L. Weyenberg Library Board of Trustees, Maria C. Gonzalez-Cerra, Trustee
- b) Mequon Nature Preserve, Inc. Board of Directors, Andrew Nerbun, Director

10) Adjourn

Dated: February 4, 2021

/s/ John Wirth, Mayor

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

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



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**COMMON COUNCIL
Regular Meeting
Tuesday, January 12, 2021 - 7:30 PM
Virtual Meeting**

Minutes

1) Call to Order, Pledge of Allegiance and 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, Police Chief Pryor, Parks and Forestry Superintendent Geis, Kristen Gies, Director of the Mequon Nature Preserve, press and interested public.

2) Public Hearing(s): None.

3) Public Officials' Reports:

- a) Mayor: The Mayor read a proclamation regarding Martin Luther King Day.
- b) City Administrator: City Administrator Jones stated that information about the COVID-19 vaccine and the plans to distribute locally can be found at the Washington-Ozaukee Health Department website. In addition, Mr. Lewis Johnson is the new School Resource Officer. Christmas trees disposal pick up will continue through January 29th. Put them on the curb near the mailbox.

Attachment: Common Council draft minutes_01-12-21 (5843 : Common Council meeting minutes of January 12, 2021)

4) Consent Agenda:

Motion to approve Items A-L of the Consent Agenda,

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

- 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.

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

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.

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

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

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

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

- 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.

Motion by Alderman Mayr to limit the value of the contract to \$50,000. The motion failed due to a lack of a second.

Motion to approve **RESOLUTION 3795**.

City Administrator Jones provided a brief overview. \$50K was included in the 2020 budget for a organizational analysis of the city's Community Development Department and related functions. The analysis will gauge our business processes, staffing, technology and public perceptions, how we are doing now and how we can improve. Of the ten proposals submitted, the committee recommends awarding the contract to Management Partners of Cincinnati, Ohio at a cost of \$53,990. Leftover proceeds from 2020 will cover this overage. The assessment is scheduled to begin later in January and finish approximately June/July 2021.

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

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

- 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.

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

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

- 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.

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

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

- 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.

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

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

- 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.

Alderman Parrish stated that the Public Works Committee recommended approval of **RESOLUTION 3798** with the following amendments: 1) The rental fee will not exceed \$5000; 2) Modify Section 2d regarding the Date of the Event to include the following: "If the city has not approved the Event annually by January 1 of the prior year, and the Renter has not committed to hold the Event annually by January 1 of the Event year, by signing another Rental Agreement, the City may in its discretion, cancel the reservation. Details such as overnight accommodations, onsite parking, Event Fee and security will be reviewed annually.", and 3) Modify Section 11a to state "Tents must be anchored by sandbags... Fasteners that penetrate the asphalt surface are permitted with repairs as required."

Mr. James Doornek, a representative of the Thiensville-Mequon Lions Club, expressed that the major concern was the rental cost for the event. That concern has been addressed by the proposed recommendation by the Public Works Committee to cap the rental fee at \$5,000 for the event.

Motion to reduce the Event Fee to \$3,015 plus a \$2,000 security deposit.

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

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

Motion to approve **RESOLUTION 3798** as amended.

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

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:** None.

10) **Adjourn**

Motion to adjourn at 8:19 PM.

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

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

Respectfully Submitted,
Kathy Andrykowski

**ARCHITECTURAL BOARD MINUTES****Monday, November 9, 2020****6:30 PM****Via Teleconference GoToMeeting****Minutes****1. Call to Order, Roll Call**

Present: Vice-Chairman Scott Reed

Members at Large: John Mikkelson, Paul Apfelbach, Dawn Sederholm

Aldermanic District Members: Jason Dozark, Tom Irvin, Bluma Lotman, Paul Mattingly, Christine Korjenek, Curtis Helm

Building Inspector: Mike Hadley

2. Meeting Minutes

Minutes from the October 12, 2020 meeting were approved by Vice-Chairman, Scott Reed and seconded by At-Large Member, Paul Apfelbach with the condition that item number eight is changed from Approved to Tabled to reflect the vote.

3. Application Submittals:

No.	Alder. District /Time	Type of App	Owner(s) / Project Address	Contractor
1)	Dist. 3 6:30 pm	Dormer Alteration	Nick & Ashley Boerke 11450 N. Concord Creek Drive Subd: Concord Creek	Cont: Gabor Design Build Arch: Gabor Design Build

Moved to Approve: Irvin

Seconded by: Apfelbach

Approved: Yes

Vote: Unanimous

Conditions: Plans approved as submitted.

2)	Dist. 3 6:40 pm	New Single-Family Residence	Alan Neva & Rachel Ansay 6871 W. River Birch Drive Subd: Concord Creek / Pine Reserve Condominium	Cont: Allan Builders Arch: Allan Builders
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Moved to Approve: Irvin
 Seconded by: Apfelbach
 Approved: Yes
 Vote: Unanimous

Conditions: Plans approved as submitted.

3)	Dist. 4 6:45 pm	New Single-Family Residence	Nicholas & Ashley McLellan 8310 W. Highlander Drive Subd: Highlander Estates	Cont: Bielinski Homes, Inc. Arch: Mike Doyle
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Moved to Approve: Reed/Apfelbach
 Seconded by: Dozark
 Approved: Yes
 Vote: Unanimous

Conditions: Plans approved with the following conditions:
 1. Remove Shutters from front elevation
 2. Grids to be consistent on all windows and doors on all elevations

4)	Dist. 4 6:50 pm	New Single-Family Residence	Babu Reddy Varimalla and Anusha Kasarla 10920 N. Wildcat Way Subd: Highlander Estates	Cont: Tim O'Brien Homes Arch: Andrew Elder
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Moved to Approve: Apfelbach
 Seconded by: Sederholm
 Approved: Yes
 Vote: Unanimous

Conditions: Plans approved with the following conditions:
 1. Add vertical siding (Board & Batten) to gables on left, rear (sunroom gable) and right (bump out) elevations

5)	Dist. 4 6:55 pm	New Single-Family Residence	Mark & Cristina-Garcia Thomas 10835 N. Tartan Court Subd: Highlander Estates	Cont: Tim O'Brien Homes Arch: Andrew Elder
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Moved to Approve: Mikkelson
 Seconded by: Apfelbach
 Approved: Yes
 Vote: Unanimous

Conditions: Plans approved as submitted with the following conditions:
 1. On left elevation add vertical siding (Board & Batten) to far right gable (owner's suite)
 2. On right elevation add vertical siding (Board & Batten) to garage gable

6)	Dist. 4 7:00 pm	New Single-Family Residence	Samuel & Laura Mugurdumov 10874 N. Tartan Court Subd: Highlander Estates	Cont: Angel's Dream Renov. Arch: David Koscielniak
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Moved to Table: Reed
 Seconded by: Sederholm
 Tabled: Yes
 Vote: Unanimous

Conditions: Tabled for re-draw; does not meet Architectural Board Guidelines.

7)	Dist. 5 7:05 pm	Exterior Alterations	Benjamin & Eleanora Feinberg 12285 N. Portland Avenue Subd: Hidden River Condominiums	Cont: Dan Hillman Arch: N/A
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Moved to Table: Mikkelson
 Seconded by: Helm
 Tabled: Yes
 Vote: Unanimous

Conditions: Tabled for re-draw; does not meet Architectural Board Guidelines.
 Committee encouraged to review Hidden River homes before December 14th meeting

Attachment: arch brd minutes_11-9-20 (5934 : Architectural Board meeting minutes of November 9, 2020)

8)	Dist. 7 7:15 pm	Addition: Screened-In Porch	Matthew Miller 10215 N. Le Grande Blvd.	Cont: Owner
			Subd: Lac Du Cours	Arch: Owner

Moved to Approve: Apfelbach
 Seconded by: Korjenek
 Approved: Yes
 Vote: Unanimous

Conditions: Plans approved as submitted.

9)	Dist. 2 7:25 pm	Addition: Master Suite	Benjamin & Queenie Weesen 4004 W. Mequon Road	Cont: TBD
			Subd: N/A	Arch: ELS Designs, Inc.

Moved to Approve: Lotman
 Seconded by: Apfelbach
 Approved: Yes
 Vote: Unanimous

Conditions: Plans approved as submitted.

10)	Dist. 2 7:35 pm	Re-Submittal: New Single-Family Residence	Patricia Harkensee 11430 N. Valley Drive	Cont: TBD
		Tabled at 10/12/20 Meeting	Subd: Hidden Acres Homesteads	Arch: Russell Lafrombois

Moved to Approve: _____
 Seconded by: _____
 Approved: _____
 Vote: _____

Conditions:

CANCELLED ON 11/9/20

Attachment: arch brd minutes_11-9-20 (5934 : Architectural Board meeting minutes of November 9, 2020)

11)	Dist. 4 7:45 pm	Re-Submittal: New Single-Family Residence Tabled at 10/12/20 Meeting	Kevin Schuetz and Gabriella-Kish Schuetz 8915 W. Eagle Court Subd: Highlander Estates	Cont: Tim O'Brien Homes Arch: Andrew Elder
Moved to Approve: <u>Mikkelson</u> Seconded by: <u>Reed</u> Approved: <u>Yes</u> Vote: <u>Unanimous</u> Conditions: Re-Submitted plans approved as submitted.				

4. **Action:**

Vice-Chairperson, Scott Reed made a motion to adjourn
At-Large Member, Paul Apfelbach seconded the motion.
A vote was taken; vote passed unanimously.

Meeting adjourned at 7:32 p.m.

**Board of Police and Fire Commissioners
January 5, 2021
MINUTES**

PRESENT: Commissioners Pukaite, Nuernberg, and Szymborski (8:05 AM)

ABSENT: Commissioners Michalski and Ridley

ALSO PRESENT: Chief Pryor, Fire Chief Bialk, Assistant City Administrator Schoenemann, Executive Assistant Kowalchuk and interested public

1. Call to Order, Roll Call

The meeting was called to order at 8:08 AM.

2. Personal Appearances and Public Comment

None

3. Approve meetings minutes of October 6, 2020

Moved by Commissioner Szymborski, seconded by Commissioner Pukaite to approve the meeting minutes of October 6, 2020. Motion passed by voice acclamation.

4. Chief's Reports

Chief Pryor (Police)

- The Department has remained busy over the holidays; there has been no decline in calls, but more a change in the types of call during this Covid-19 period.
- The newest officer has completed the FTO process and is now out on his own.
- Two conditional offers will go out later this morning to fill the Department's last two officer vacancies.
- Employees have basically managed to stay healthy with just a few, spread out scares of Covid-19; no word yet on when vaccines will be offered for police.
- PO Lewis Johnson has been selected as the new school resource officer.

Chief Bialk (Fire)

- Call volume has now caught up since the onset of Covid-19 with a preliminary count revealing the department approximately 100 calls behind this same time last year. October through December has been extremely busy with fire calls.
- Previously hired recruits have now completed school, and new hires will be starting at the end of January.
- Battalion Chief recruitment flyer is being finalized and will be going out.
- Fire Department personnel will be able to start getting their vaccines this upcoming Thursday (EMTs and paramedics).

5. Review/Certify Promotion list for Police Sergeant

Chief Pryor provided commissioners with an overview of the Department's police sergeant promotion process, and qualifications by which the candidates (below) came to

be on the proposed police sergeant eligibility list. Chief Pryor also noted that both Commissioners Pukaite and Ridley were present during the first round of interviews and that all four candidates were strong candidates with experience and qualifications that made each of them eligible for the list. It was confirmed that there is a current sergeant position vacancy in the department.

- Proposed police sergeant candidates (*in no particular order*): Brian Gensrick, Ross Grenfell, Tarie Umhoefer and Stephanie Vasos

Commissioner Pukaite shared that she found the sergeant interviews to be interesting and thorough, “a process you can have confidence in”.

Moved by Commissioner Szymborski, seconded by Commissioner Nuernberg to approve/certify the Promotion List for Police Sergeant . Motion passed by roll call vote (3/0).

Ayes: Nuernberg, Pukaite, Szymborski

Chief Pryor then provided a summary of the experience and qualifications of the sergeant candidate who will be offered the position, adding that he hopes to be able to bring the new sergeant to the next meeting to meet the commissioners.

6. Adjourn

The meeting was adjourned at 8:24 AM.

Respectfully Submitted,
Diane Kowalchuk



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

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ECONOMIC DEVELOPMENT BOARD
Tuesday, November 17, 2020
8:00 AM
Virtual Meeting

Minutes

1) Call to Order, Roll Call

Present:

Chair Timothy Carr
Alderman Kathleen Schneider
Board Member Daniel Gannon
Board Member Michael Kramer
Board Member James Baka
Board Member Bruce Sipiora
Board Member Andrew Petzold -- **Absent**
Board Member Rick Shneyder -- **Absent**

2) Approval of Meeting Minutes from October 27, 2020

Action

Mr. Baka made a motion to approve the meeting minutes from October 27, 2020.
Ald. Schneider seconded the motion.
A voice vote was taken; vote passed (6-0)

RESULT: **Approved [Unanimous]**
MOVED BY: Baka
SECONDED BY: Alderman Schneider
AYES: Gannon, Kramer, Carr, Schneider, Baka, Sipiora
ABSENT: Petzold, Shneyder

3) Port Washington Road Walking Tour Recap

Dir. Tollefson stated that she received some of the requested responses from the EDB regarding feedback from the walking tour. She explained that she created a matrix compiled from details assembled at the September meeting coupled with the walking tour to help prompt both positive and negative assessments, illicit any additional questions and trigger brainstorming ideas. These responses will help fill any gaps, identify areas of consensus and provide feedback on methods on how to best approach encouraging reinvestment and redevelopment in this corridor. As she previously has mentioned, it is not just zoning that

will help motivate redevelopment; it needs to be coupled with zoning, design standards and possible redevelopment tools. Staff will need to develop a strategy for the work ahead.

There was a question from the Board regarding the scope of the plans for the new I-43 interchange at County Line Road and the timing of the project. Dir. Tollefson replied that she will forward the information to the Board.

Chairman Carr stated that each section of the walking tour will be discussed separately, and the Board should provide any feedback they have.

Corner of Port Washington Road and Highland Road feedback:

- It was shared that it was helpful to be on the ground to better access that corner. It was stated that the medical clinic has received approvals to move forward. Single-family housing is being considered for behind the medical clinic which has some support as an appropriate fit.
- The issue of the interchange and the dynamic change that will occur there in the future was mentioned what the best uses at the northwest corner should be. Dir. Tollefson stated that through the zoning changes being implemented, the use will be somewhat guided and that a multi-tenant building is probably the most likely use for the northwest corner; including uses for commuter services and neighborhood scale convenience. She stated that standalone fast food and drive-thrus will not be allowed.

Corporate Parkway feedback:

- There is Board support for this business park as it is almost full and is in good standing as there is only one parcel left to be developed.
- There was some discussion about whether a 3 or 4-story building would be allowed in that location.

Marcus Theater/Elite feedback:

- It was stated that the aesthetics are decent, but they are large buildings. There was a mention that some streetscaping could possibly be added in this area. There was discussion about the theatre being currently empty and possibly going out of business due to the pandemic.
- The Board expressed concern regarding the possibility of having these large buildings be empty in addition to the former Pick-n-Save building that has been sitting vacant.

Bank Nine Five area feedback:

- This area is comprised of high-end homes immediately to the west and multi-tenant buildings to the south.
- It was commented that the close proximity of the commercial uses has not negatively impacted the high-end residential properties (as this was a concern when the commercial buildings were proposed).

Stein Garden Center area feedback:

- This is the south end of the TIF district and the concentrated commercial area.
- It was mentioned that the Stein's building is dated and could use some improvements

and the large parking lot in front is not visually appealing. The Board believes that Stein's is most likely not motivated to make changes or improvements.

- No one has taken advantage of the TIF incentives in this district thus far.
- Dir. Tollefson stated that some modifications or revised strategies for the TIF incentives could be considered if the Board chooses to do so.

Port Washington Road and Donges Bay Road feedback:

- It was previously discussed that this is an area that would be a good fit for entertainment and hospitality.
- It is a high traffic density location with old buildings (except for the Clark station).
- This is also a TIF District.
- There is support for one of the two hotels in that area to modernize.

South end of Port Washington Road feedback:

- I-43 interchange will be implemented in the future.
- There is a lot of potential for redevelopment in this area as many of the buildings on the east side of Port Washington Road are in poor condition.

Staff will reach out to owners to discuss impediments and opportunities on a few targeted sites.

There was discussion about technology; prominently 5G, and ways in which Mequon can assist and facilitate opportunities for telecommunication networks and data driven businesses. There is support for further exploration of this issue given the trend towards e-commerce.

Dir. Tollefson stated that she would like to meet with Board members that are knowledgeable about the 5G networks to formulate appropriate questions and scope of any necessary assessment.

4) Staff Updates

Dir. Tollefson stated that the Ascension Medical office has been approved by the Common Council and will be in front of the Planning Commission for building and site plan approval.

The Public Market has 2 new food vendors; Pizza Man and Falafel Guys and Aloha Poke will open soon.

Telsmith is scheduled to close the sale in March with some divisions continuing to operate in the building under Telsmith's name.

5) Announcements

The 2021 Meeting Calendar is included in the Board packet.

The next meeting will be January 26, 2021 at 8:00 a.m.

The Board expressed a big thank you to Gloria Rosenberg for all her contributions to the EDB over the past several years.

6) Adjourn

Action

Mr. Gannon made a motion to adjourn the meeting.

Ald. Schneider seconded the motion.

A voice vote was taken; vote passed (6-0)

Respectfully Submitted,

Kim Tollefson

Director of Community Development



Virtual Meeting
Mequon, WI 53092
Phone: 262-236-2941
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www.ci.mequon.wi.us

FESTIVALS COMMITTEE
Thursday, November 19, 2020
6:30 PM
Virtual Meeting

Minutes

1) Call to Order, Roll Call

Present:

Committee Member Kirsten Hildebrand
Committee Member Dynami Al-Anjeri
Vice Chair Vanessa Nerbun
Committee Member Janet Fussell

Also Present: Executive Assistant Prosser

2) Approval of Meeting Minutes

a. October 22 Minutes

The October 22, 2020 minutes were held over for approval at the next meeting.

3) Discussion Items

a. Create winter event subcommittee

A motion was made by Member Al-Anjeri to form a subcommittee for the winter event, seconded by Member Hildebrand.

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

MOVED BY: Committee Member Al-Anjeri

SECONDED BY: Committee Member Hildebrand

AYES: Hildebrand, Al-Anjeri, Nerbun, Fussell

b. Donation for Use of Mequon River Post Office Museum

A motion was made by Vice-Chair Nerbun to contribute \$150 to the Mequon River Post Office Museum to cover the cost of heating the museum for the committee's winter event, seconded by Member Hildebrand.

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

MOVED BY: Vice Chair Nerbun

SECONDED BY: Committee Member Hildebrand

AYES: Hildebrand, Al-Anjeri, Nerbun, Fussell

4) Next Meeting Date and Time

The next meeting of the Festivals Committee will be held on Tuesday, December 1 at 6:00 P.M.

5) Adjourn

A motion was made by Member Fussell to adjourn the meeting at 6:45 P.M., seconded by Vice-Chair Nerbun.

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

MOVED BY: Committee Member Fussell

SECONDED BY: Commissioner Nerbun

AYES: Hildebrand, Al-Anjeri, Nerbun, Fussell

Respectfully Submitted,

Lina Prosser
Executive Assistant



Virtual Meeting
Mequon, WI 53092
Phone: 262-236-2941
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www.ci.mequon.wi.us

FESTIVALS COMMITTEE
Tuesday, December 1, 2020
6:00 PM
Virtual Meeting

Minutes

1) Call to Order, Roll Call

Present:

Committee Member Kirsten Hildebrand
Committee Member Dynami Al-Anjeri
Vice Chair Vanessa Nerbun
Committee Member Janet Fussell

Also Present: Executive Assistant Prosser

2) Approval of Meeting Minutes

a. October Minutes

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Committee Member Al-Anjeri
SECONDED BY: Commissioner Nerbun

AYES: Hildebrand, Al-Anjeri, Nerbun, Fussell

3) Discussion Items

Vanessa Nerbun, Vice Chair reported that she has coordinated the placement of the plexiglass frame in the doorway of the stamp museum with Sam Cutler. Ms. Nerbun will arrive at 8:45 a.m. to meet Sam Cutler for the installation of the frame and garland. The photographer will arrive at the same time for setup. Ms. Nerbun mentioned that she boosted the event's Facebook posting to encourage people to sign up for the afternoon slots and encouraged members to share the post.

Executive Assistant Prosser announced that the holiday lights on Cedarburg Road will be installed on December 2. The official tree has been placed in front of City Hall.

The Committee discussed the event schedule and tasks that needed to be done at the event.

4) Next Meeting Date and Time

The next meeting of the Festivals Committee will take place on Thursday, January 14 at 6:30 PM.

- 5) Member Hildebrand made a motion to adjourn the meeting at 6:40 p.m., seconded by Member Al-Anjeri.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Committee Member Hildebrand
SECONDED BY: Committee Member Al-Anjeri

AYES: Hildebrand, Al-Anjeri, Nerbun, Fussell

Respectfully Submitted,

Lina Prosser
Executive Assistant



Virtual Meeting
Mequon, WI 53092
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www.ci.mequon.wi.us

Office of the City Administrator

FINANCE-PERSONNEL COMMITTEE

Tuesday, December 8, 2020

6:30 PM

Virtual Meeting

Minutes

I) Call to Order, Roll Call

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, Len McCaw, IT Advocate, David Bialk, Fire Chief, Kurt Zellmann, Deputy Chief, Patrick Pryor, Police Chief, Kim Tollefson, Community Development Director, Brian Sajdak, City Attorney, and an unidentified person labeled as "R" via the online meeting platform.

II) Approve Meeting Minutes

1. November 10, 2020 Minutes

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

III) License Applications

1. December 2020 Licenses

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

IV) Vouchers for Payment

1. November 2020 Voucher Approval List

No comments or discussion from the Committee.

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

AYES: Bushee, Nerbun, Strzelczyk

V) Resolutions

1. **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

Alderman Bushee gave praise to Len McCaw of IT Advocate for being a good asset to the City. No additional comments or discussion from the Committee.

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

AYES: Bushee, Nerbun, Strzelczyk

2. **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

Assistant City Administrator Schoenemann stated the Agreement will be updated to reflect the correct names for the signers. No comments or discussion from the Committee.

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

AYES: Bushee, Nerbun, Strzelczyk

3. **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)

Alderman Strzelczyk stated that with the City adding significant expenses in the Fire Department, he wants to be sure the long term goal of the department in terms of staffing. Alderman Strzelczyk added that these are leadership positions and their duties should reflect that, but also help out with other staffing issues at calls as well.

No other comments or discussion from the Committee.

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

AYES: Bushee, Nerbun, Strzelczyk

4. **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

No comments or discussion from the Committee.

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

AYES: Bushee, Nerbun, Strzelczyk

5. **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

Alderman Bushee asked staff if there were any known road projects in the future that could end up tearing up the sidewalk in a few years. Community Development Director Tollefson said she does not know of any road work discussions that would impact this. Mayor Wirth mentioned this area is a little north of Cedarburg Road and it is not in the way of the State's future plans of Cedarburg Road.

No other comments or discussion from the Committee.

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

AYES: Bushee, Nerbun, Strzelczyk

6. **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

No comments or discussion from the Committee.

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

AYES: Bushee, Nerbun, Strzelczyk

VI) Ordinances

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

Finance Director Krueger explained that certain expenditure accounts were overspent by more than 5% and certain revenue line items declined significantly, mainly due to the COVID-19 pandemic. Ms. Krueger stated the purpose of this budget amendment is to be in accordance with the City's Financial Policies requiring staff to bring significant budget variations forward to Council to consider a formal budget amendment.

Mayor Wirth asked if this happens in the future that it comes to Council sooner in the year rather than later in the year.

No other comments or discussion from the Committee.

RESULT: Recommend [Unanimous]
MOVED BY: Alderman Bushee
SECONDED BY: Alderman Strzelczyk

AYES: Bushee, Nerbun, Strzelczyk

VII) Cover Memos

1. December 2020 Finance and Personnel Work Plan

No comments or discussion from the Committee.

VIII) Adjourn

A motion to adjourn was made by Alderman Bushee, seconded by Alderman Strzelczyk. All voted in favor "aye." The meeting was adjourned at 6:52 PM.

Respectfully Submitted,

Marie Keyser
Assistant to the Finance Director

Mequon Fire Department

Monthly Report – September 2020



Calls for Service

Call Type	September 2020	YTD 2020	YTD 2019
EMS	154	1220	1381
Fire	26	313	348
Interfacility Transports	4	67	61
Total	184	1600	1790

Response Times

Call Type	Average Response Time
First Responder	4:37
Ambulance	9:22
Fire	11:08

Fire Calls

Type/Cause	Number
Fire (structure, car or vegetation)	7
Rescue/EMS (water/ice rescue or search for lost person)	5
Hazardous Condition (no fire, chemical/electrical problem, gas leak)	0
Service Call (smoke removal, mutual aid standby)	0
Good Intent Call (cancelled enroute to alarm or smoke mistaken for fire)	3
False Alarm/False Call (fire alarm, co alarm, or malfunction of system)	11
Severe Weather	0
Monthly Total	26

EMS Calls – By Dispatch Reason/Most Common

Type/Cause	Number
Fall Victim	28
Breathing Problem	17
Unconscious Person	14
Lift Assist	15
Stroke/CVA	8
Sick	8
Traffic Accident	7
Altered Mental Status	13
Chest Pain	7
Seizures	6

Monthly Training

Type	Average Attendance
Fire/EMS	NA
Dive/Tech Rescue	NA

Community Education

Activity	Number
Department Tours/Fire Prevention Presentations* (Tour groups, birthday parties, community events)	NA
Fire Prevention Talk (Offsite - school, facility, business, etc.)	NA

Administrative

Activity	Number
False Alarm Charges	3
Burn Permits Issued	17
Fire Inspections	NA

Mequon Fire Department

Monthly Report – October 2020



Calls for Service

Call Type	October 2020	YTD 2020	YTD 2019
EMS	147	1367	1526
Fire	41	354	379
Interfacility Transports	10	77	68
Total	198	1798	1973

Response Times

Call Type	Average Response Time
First Responder	7:28
Ambulance	8:15
Fire	10:47

Fire Calls

Type/Cause	Number
Fire (structure, car or vegetation)	6
Rescue/EMS (water/ice rescue or search for lost person)	6
Hazardous Condition (no fire, chemical/electrical problem, gas leak)	9
Service Call (smoke removal, mutual aid standby)	1
Good Intent Call (cancelled enroute to alarm or smoke mistaken for fire)	4
False Alarm/False Call (fire alarm, co alarm, or malfunction of system)	15
Severe Weather	0
Monthly Total	41

EMS Calls – By Dispatch Reason/Most Common

Type/Cause	Number
Fall Victim	14
Breathing Problem	11
Unconscious Person	10
Lift Assist	10
Stroke/CVA	8
Sick	8
Traffic Accident	8
Altered Mental Status	8
Chest Pain	6
Seizures	5

Monthly Training

Type	Average Attendance
Fire/EMS	NA
Dive/Tech Rescue	NA

Community Education

Activity	Number
Department Tours/Fire Prevention Presentations* (Tour groups, birthday parties, community events)	NA
Fire Prevention Talk (Offsite - school, facility, business, etc.)	NA

Administrative

Activity	Number
False Alarm Charges	5
Burn Permits Issued	12
Fire Inspections	NA

Mequon Fire Department

Monthly Report – November 2020



Calls for Service

Call Type	November 2020	YTD 2020	YTD 2019
EMS	201	1568	1671
Fire	35	389	420
Interfacility Transports	8	85	81
Total	244	2042	2172

Response Times

Call Type	Average Response Time
First Responder	4:18
Ambulance	8:27
Fire	11:15

Fire Calls

Type/Cause	Number
Fire (structure, car or vegetation)	8
Rescue/EMS (water/ice rescue or search for lost person)	7
Hazardous Condition (no fire, chemical/electrical problem, gas leak)	2
Service Call (smoke removal, mutual aid standby)	3
Good Intent Call (cancelled enroute to alarm or smoke mistaken for fire)	2
False Alarm/False Call (fire alarm, co alarm, or malfunction of system)	13
Severe Weather	0
Monthly Total	35

EMS Calls – By Dispatch Reason/Most Common

Type/Cause	Number
Fall Victim	31
Breathing Problem	14
Unconscious Person	13
Lift Assist	12
Stroke/CVA	11
Sick	10
Traffic Accident	10
Altered Mental Status	9
Chest Pain	9
Seizures	8

Monthly Training

Type	Average Attendance
Fire/EMS	NA
Dive/Tech Rescue	NA

Community Education

Activity	Number
Department Tours/Fire Prevention Presentations* (Tour groups, birthday parties, community events)	NA
Fire Prevention Talk (Offsite - school, facility, business, etc.)	NA

Administrative

Activity	Number
False Alarm Charges	0
Burn Permits Issued	10
Fire Inspections	NA

Mequon Fire Department

Monthly Report – December 2020



Calls for Service

Call Type	December 2020	YTD 2020	YTD 2019
EMS	159	1727	1834
Fire	26	415	489
Interfacility Transports	9	94	91
Total	194	2236	2414

Response Times

Call Type	Average Response Time
First Responder	4:01
Ambulance	8:15
Fire	10:35

Fire Calls

Type/Cause	Number
Fire (structure, car or vegetation)	2
Rescue/EMS (water/ice rescue or search for lost person)	7
Hazardous Condition (no fire, chemical/electrical problem, gas leak)	0
Service Call (smoke removal, mutual aid standby)	5
Good Intent Call (cancelled enroute to alarm or smoke mistaken for fire)	2
False Alarm/False Call (fire alarm, co alarm, or malfunction of system)	10
Severe Weather	0
Monthly Total	26

EMS Calls – By Dispatch Reason/Most Common

Type/Cause	Number
Fall Victim	22
Breathing Problem	18
Unconscious Person	15
Lift Assist	14
Stroke/CVA	11
Sick	8
Traffic Accident	6
Altered Mental Status	5
Chest Pain	5
Seizures	5

Monthly Training

Type	Average Attendance
Fire/EMS	NA
Dive/Tech Rescue	NA

Community Education

Activity	Number
Department Tours/Fire Prevention Presentations* (Tour groups, birthday parties, community events)	NA
Fire Prevention Talk (Offsite - school, facility, business, etc.)	NA

Administrative

Activity	Number
False Alarm Charges	0
Burn Permits Issued	0
Fire Inspections	NA



Virtual Meeting
Mequon, WI 53092
Phone: 262-236-2918
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www.ci.mequon.wi.us

Office of Parks and Operations

PARK AND OPEN SPACE BOARD
Wednesday, December 16, 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
Alderman Brian Parrish
Board Member Joseph Branch
Board Member Jason Cain
Board Member Geoffery Hurtado
Board Member John Lhost
Board Member James Lysaught
Board Member Gerald Vite
Board Member Anton Usowski
Board Member Peter Bratt
Board Member Breanne Plier
Board Member Kay Amland -- **Absent**
Alternate Alderman Kathleen Schneider -- **Excused**

- 2) Approval of Meeting Minutes

a. November 18, 2020 Minutes

RESULT: **Approved [Unanimous]**

MOVED BY: Board Member Lysaught

SECONDED BY: Board Member Hurtado

AYES:	Bratt, Plier, Marchese, Parrish, Branch, Cain, Hurtado, Lhost, Lysaught, Usowski, Vite
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- 3) Action Item

Action requested: review and recommend approval

- a. **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

Representatives for the Lion Fest were Jim Doornek and Dale Wallow.

Parks and Forestry Superintendent Gies provided an overview of the special event agreement for the upcoming Lion Fest held by the M-T Lions Club.

Jim Doornek from M-T Lions Club provided the board with background on Lion Fest, stating this is the 56th year of the event and they are looking to host in a larger space.

Some concerns the board discussed were:

- Parking and Security
- Camping
- Covid19 Plan
- Fees
- Hours of Operations/Dates
- Police and Fire approval

Motion to approve with modifiers based on approval from Police and Fire Departments, along with addressing the Parking, Camping, Dates, Hours of Operation, Covid19.

RESULT: **Approved with Amendments [10 to 1]**

MOVED BY: Board Member Vite

SECONDED BY: Board Member Lysaught

AYES:	Bratt, Plier, Marchese, Branch, Cain, Hurtado, Lhost, Lysaught, Usowski, Vite
NAYS:	Parrish

- b. 2020 Annual Report

Parks and Forestry Superintendent Gies provided an updated 2020 annual report. The board approved with recommendations for the 2020 Major projects slides to be a clearer name and description.

RESULT: **Approved [Unanimous]**

MOVED BY: Board Member Branch

SECONDED BY: Board Member Lysaught

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

4) Discussion Item

Discussion and Possible Action

a. 2021 Work Plan

Parks and Forestry Superintendent Gies provided the board with an overview of the upcoming 2021 Work Plan.

5) Chairperson's Report

a. Amendment to the Park and Open Space Plan - Preparation of an "Open Space and Outdoor Recreation Plan Element."

Chair Marchese provided an updated on the amendment of the park and open space plan

6) Motion to Adjourn at 8:40 PM.

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

MOVED BY: Board Member Vite

SECONDED BY: Board Member Lysaught

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

Respectfully Submitted,

Casey Deuster
Administrative Assistant



Virtual Meeting
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www.ci.mequon.wi.us

Department of Community Development
 Taped and Televised

PLANNING COMMISSION
Regular Meeting
Monday, December 14, 2020
6:00 PM
Virtual Meeting

Minutes

1) Call to Order, Roll Call

Present:

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

Mayor Wirth reminded the participants about the protocols for the teleconference.

a) Approval of Minutes

Action

Commissioner Stoker made a motion to approve the November 23, 2020 meeting minutes.
 Commissioner Bach seconded the motion.
A voice vote was taken; vote passed (8-0)

2) Public Hearing/Consent

- a) St. John's Properties, Inc. for Mequon Joint Venture. The applicant is seeking conditional use grant approval to allow for a fitness center for the property located at 6140 West Executive Drive, Suite I (Sanfilippo Baseball).

Action

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

Action

Commissioner Stoker made a motion to close the public hearing.

Commissioner Jim Schaefer seconded the motion.

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

Action

Commissioner Stoker made a motion to approve items 2(a) and 3(b).

Commissioner Bach seconded the motion.

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

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

- b) Rock of Ages Milwaukee Memorials for Lumen Christi. The applicant is seeking conditional use and building and site plan approval to allow for a proposed 10' x 10' private mausoleum for the property located at 2723 W. Mequon Road (Balistreri Mausoleum).

This item was removed from the Consent Agenda.

Action

Commissioner Bach made a motion to open a public hearing.

Commissioner Gentges seconded the motion.

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

Ms. Wilke was called on to speak but was not present on the call.

Action

Commissioner Jim Schaefer made a motion to close the public hearing.

Commissioner Stoker seconded the motion.

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

Planner Vang answered the public feedback questions submitted to the Planning Commission:

1. There are mausoleums at other cemeteries in Mequon.
2. Mausoleums are allowed as conditional use grants (CUG) in IPS zoning districts.
3. All mausoleums require CUG approval from the Planning Commission.

Action

Commissioner Becky Schaefer made a motion to approve this CUG request.

Commissioner Stoker seconded the motion.

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

RESULT: **APPROVED [8 TO 0]**
MOVER: James Schaefer, Commissioner
SECONDER: Gregg Bach, Commissioner
AYES: Wirth, Nerbun, Bach, Choren, Gentges, Lemke, J. Schaefer, R. Schaefer, Stoker
ABSENT: Choren

3) Regular Business/Consent

- a) The Victory Company. The applicant is seeking certified survey map approval to allow for a 2-lot land division for the property located immediately east of 4000 W. Scenic Avenue.

Commissioner Stoker recused himself from this item.

Action

Commissioner Jim Schaefer made a motion to approve this item.

Commissioner Bach seconded the motion.

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

RESULT: **APPROVED [8 TO 0]**
MOVER: James Schaefer, Commissioner
SECONDER: Greg Bach, Alternate
AYES: Wirth, Nerbun, Bach, Gentges, Hawley, Lemke, J. Schaefer, R. Schaefer
ABSENT: Choren
RECUSED: Stoker

- b) Mequon I, LLC/VH Mequon II, LLC. The applicant is seeking final plat and street tree approval for Phase I of The Enclave II subdivision. The first phase includes 14 single-family lots for the property located at 10565 N. Wauwatosa Road.

Action

Commissioner Stoker made a motion to approve items 2(a) and 3(b).

Commissioner Bach seconded the motion.

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

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

- c) Kapur and Associates for Mequon Thiensville School District. The applicant is seeking building and site amendment plan and fill permit approval to allow for 2,800 C.Y. of fill for a 2,800 sq. ft. addition for the property located at 11036 N. Range Line Court (Lake Shore Middle School).

Consent items 3(c) (Lake Shore Middle School) and 3(d) (Steffen Middle School) were removed from the Consent Agenda.

Asst. Dir. Zader stated that this is a request for building and site plan approval for Lake Shore Middle School and Range Line. He showed the proposed site plan with an addition to be located off the back of the school, which is 600 feet from any adjacent residential structures. The site plan improvements include cutting off the connection between the Lake Shore and Range Line parking lot. There is a proposed circular connection in the front of the property with access to Range Line Road and islands will be added to the parking lot in front of the school to enhance the parent pick area so that it is safer for the students and for vehicles.

He explained that the issue of the mechanicals screening that was addressed from the architect and the applicant is requesting that instead of the metal wall panel screening they would like the equipment to be painted to match the existing building. This is not typically allowed as the mechanicals are required to be screened. In this case, as it is roughly 600 feet from the nearest property, it will not have much public visibility and an exception could be made.

The other issue to be discussed is the electronic message sign requested by the applicant. The property signs are currently located in the city's ultimate right-of-way as the property line goes to the center line of the road. In order to comply with the 10-foot offset required by the sign code as well as the special provision for electronic message signs to be 100 feet from a neighboring property, these signs do not comply as proposed. The Range Line sign does have room to be moved back and in doing so, would meet both of the requirements; it would be pretty close to the circular drive area. The Lake Shore sign would be very difficult to be moved back as it is already located in their parking lot and it would be very disruptive to the traffic flow to be pushed back further into the parking lot. Staff recommends that the Range Line sign be made to conform to the code requirements and the Lake Shore sign can remain as it is. They need a right-of-way waiver from the City in case Range Line Road ever gets widened and the right-of-way is needed; they would need to relocate the sign at their own expense. The proposed plan currently shows a precast base of the sign and staff recommends it be more of a brick pattern to match the existing building per the sign code, for both the Lake Shore Middle School and Range Line signs.

The applicant, represented by Charlie Robinson from UEA, stated the monument signs have been designed for the two middle schools on the agenda this evening as well as the three elementary schools which will be submitted to the Planning Commission for approvals next

month. The monument sign design is the same for all the buildings in the district to achieve a consistent and recognizable appearance for the public. The applicant is asking for the approval for the signs to remain as designed. He explained that it is an added expense to add brick to the sign's foundations in both materials some weatherproofing needed to protect the brick.

Mr. Robinson additionally stated that the roof screens are an exorbitant added expense that would cause the project to pivot the purpose of improved mechanical systems, interior finishings and enhancements, acoustical ceilings, wall panels and interior spaces to the cost of the required roof screens. The applicant requests that painting of the mechanicals be allowed per the language in the code. The applicant believes the money is much more useful spent on the items listed above rather than the mechanical screening.

Mayor Wirth asked for clarification regarding the request from staff and what is done in practice for mechanical screening and the language in the code allowing the mechanicals to be painted. Asst. Dir. Zader stated that this has been in practice for a very long time and that the Commission has historically favored actual screening, as opposed to painting of the mechanicals as it is believed to be more aesthetically appealing. He commented that the Commission does have discretion regarding this issue as with other aesthetic treatments to buildings. He stated that the addition is well hidden from the public view, a good distance from the property to the north and has no sight line to Range Line Road. For these reasons, he explained that this is a situation where staff would be supportive of the mechanicals being painted instead of requiring panel screening.

Mayor Wirth also asked the applicant how much of an expense the screening would cost. Mr. Robinson said that the combined costs for both Lake Shore and Steffen Middle Schools to provide the screening would be a six-figure number.

Mayor Wirth stated that having uniformity among the signage makes some sense, although the decisions made by staff and the Commission tend not to deviate from the sign code and do not typically allow the type of change being requested by the applicant. He questioned whether there is precedent for this request, as he would like consistency among the decisions made and not leniency given just because it is the school district asking for this approval.

Asst. Dir. Zader stated that there is not a lot of precedent for this type of request. He added that among the schools; Wilson, Range Line, Lake Shore, Donges Bay and Steffen, all have a similar color to their building brick pattern. Homestead already has a different electronic message board which does not match the proposed sign design and Oriole Lane is the only school that has a different brick color (red) that would not match. He believes that consistency could be achieved by having a little brick around the signage itself while maintaining consistency with the rest of the sign via font, language and the board itself. He stated that consistency can be gained while still adhering to the intent of the code by having a base that is architectural compatible with the buildings.

The Commission provided feedback that there is a preference to have the brick around the foundation of the signs match the buildings per the code. Due to the addition being in the back of

the building and out of view of the public and due to the excessive cost, the Commission supports the painting of the mechanics instead of requiring panel screening.

Action

Commissioner Stoker made a motion to approve painting of the mechanics, denial of the precast signage foundations, brick foundations matching the school buildings is required and subject to the conditions in the staff report.

Commissioner Jim Schaefer seconded the motion.

Roll call was taken; vote passed (8-0)

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

- d) Kapur and Associates for Mequon Thiensville School District. The applicant is seeking building and site plan amendment and fill permit approval to allow for 9,800 C.Y. of fill for a 3,000 sq. ft. addition for the property located at 6633 Steffen Drive (Steffen Middle School).

Asst. Dir. Zader stated that the addition to Steffen Middle School is also located in the back but there is a little view of the mechanics from the apartments to the west. The sign is located along the right-of-way in the front, it does not meet the 10-foot setback requirement and there are some condominiums directly across the street. If the sign is moved back to meet the required setback, it will be approximately 130 feet from the condos. The site plan shows a change to the parent pick up area which moves it to the west side of the building instead of the front of the building. Over the years there has been traffic stacked up on Steffen Road in both directions during peak times, making it difficult for other traffic movement in that area. The move to the west side allows for amble queuing and there is a traffic study included in the packet which dictates that the applicant is meeting the majority of the requirements. The only issue that the Commission needs to decide on is that the parking lot needs to go further to the west and the applicant is asking for a reduction to a 15-foot setback instead of the required 20-foot setback. A four to five-foot retaining wall will be required as there is significant grade change there. Staff is supportive but requests some landscaping treatment, on the retaining wall to help shield it from the neighboring property. The addition will not be visible from the road, but it will be visible from the neighboring property to the west.

The applicant, Charlie Robinson from UEA, stated that their request has slightly changed to requesting approval to paint the mechanics, but to provide a roof screening panel only on the west side in an effort to prevent direct views from the apartments directly to the west of the school.

Mayor Wirth inquired whether in addition to the aesthetics, if rooftop screening aids in preventing noise from traveling to neighboring properties. Asst. Dir. Zader answered that depending on the type of equipment, sometimes the screening helps prevent the noise but other times the noise bounces off the panels and jumps over the screening and can land further away.

He commented that the proposed addition is about 180 feet to the nearest property and that this proposal provides screening on the west side for both aesthetics as well as helping alleviate noise to the residences on the west side and will help keep the cost down by only having one side screened.

Mayor Wirth asked about vegetation under the transmission lines and what would be appropriate there. Asst. Dir. Zader replied that there is not an easement indicated on the survey and that the ATC requirement falls on the neighboring property. There is a 14-foot height restriction and Asst. Dir. Zader believes some low growth product would work in that area.

Mayor Wirth and staff both believe the change to the parent pick up area will be a positive impact on the traffic in the area. There will be a series of two gates that will control the flow of traffic entering and exiting the school property. Mayor Wirth asked the school officials to monitor this new traffic pattern area until it is running smoothly. Dr. Joynt confirmed that operations recommendations were part of the TADI report and that school staff will be following the operating recommendations as recommended.

Action

Mayor Wirth made a motion to approve subject to staff recommendations, requiring the rooftop screening only on the west side, the mechanics to be painted, denial of the precast signage foundations; brick foundations matching the school buildings is required.

Commissioner Becky Schaefer seconded the motion.

Roll call was called; vote passed (8-0)

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

4) Regular Business

- a) John Mikkleson. The applicant is seeking an approval for a waiver to the Standard Specifications for Land Development to allow for the construction of a shared driveway instead of the required private road for the property located at 12501 N. Lake Shore Drive.

Dir. of Engineering Lundeen stated that the Standard Specifications for Land Development dictate that when both by length of the driveway and number of lots, a number of lots may be served either by a private driveway or by a private road. The main difference being that private roads are required to meet the city's minimum number of technical standards which generally includes both a drainage component and a minimum width. She explained that historically the issue has been with respect to emergency management and access to the parcels. In this case, the applicant has requested a waiver to that requirement, not the least of which is to reduce the impact on the environmental features including wetlands. Staff does support the request in this case because these are previously platted lots that were divided prior to the implementation of what is now the Standard Specifications for Land Development.

Asst. Dir. Zader explained that this parcel was originally owned by one owner with 7 different lots associated with it. The front house was previously sold off, which left the rest of the vacant land. There are a lot of wetlands on this site and the plan is to reconfigure the lots and reduce the number of lots to four building sites (as shown on the site plan included in the packet). The plan is for a driveway to come in through the existing property, there is already an existing easement for it, and the driveway will serve the four lots to the back of the parcel. They will need to fulfill all the DNR requirements for wetlands fill and crossing the wetlands, meet setback requirements and soil tests. He commented that this is a unique site and this request is only for the waiver. The applicant can develop the parcel without coming back in front of the Commission for other approvals.

The applicant, John Mikkleson, stated that they want to do the private driveway as there is less asphalt, which minimizes the stormwater impact, there is less visual impact from the existing homestead and private driveways have previously been done in Mequon over 500 feet.

There was some explanation about public feedback that was submitted to the Commission of the driveway being only 3 feet from a neighboring residence. It was explained that there is more flexibility to reduce the profile and keep it further away from the property line in question by making it a private driveway as opposed to a private road.

Action

Commissioner Stoker made motion to approve the item per staff recommendations.

Commissioner Jim Schaefer seconded the motion.

A roll call was called; vote passed (7-1) (No: Becky Schaefer)

RESULT:	APPROVED [7 TO 1]
MOVER:	John Stoker, Commissioner
SECONDER:	James Schaefer, Commissioner
AYES:	Wirth, Nerbun, Bach, Gentges, Lemke, J. Schaefer, Stoker
NAYS:	R. Schaefer
ABSENT:	Choren

- b) Wagner Excavating. The applicant is seeking minor request approval for fill in excess of 1,000 cubic yards for a bluff revetment project for 11 properties located between 1000-10120 N. Sheridan Drive.

Dir. of Engineering Lundeen specified that the request is only for the fill as it relates to the material that would be placed on the Bluff, as the City does not have the authority to regulate the revetment project itself. In this case, the revetment project either includes new bluff erosion measures or the amendment to existing bluff amendment measures over 11 properties. Conditions of approval will include the submittal of a haul route and road bond to ensure that the roads are protected. Staff supports for the fill permit request.

Action

Commissioner Stoker made motion to approve the item per staff recommendations.

Commissioner Lemke seconded the motion.

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

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

- c) Mequon Medical. The applicant is seeking building plan approval for a 29,000 sq. ft. +/- outpatient medical clinic for the property located at 1310 W. Highland Road. Based upon updated information regarding the relocation of the Sugar Maple tree, this has been added to the agenda for possible reconsideration (REMOVE FROM TABLE).

Mayor With stated that there are two parts to this motion which will be discussed separately; the building plan which was previously tabled, and staff has updated information regarding the Sugar Maple tree.

Action

Commissioner Jim Schaefer made motion to remove the item from the table.

Commissioner Lemke seconded the motion.

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

Asst. Dir. Zader stated the building plan was tabled at the last meeting and since then the applicant met with both of the Commission architects several times to work on the design of the building. Commissioner Choren is not present at the meeting this evening but communicated his support for the proposed plan along with support from Commissioner Jim Schaefer and staff.

The applicant, John Ford with Mequon Medical, thanked the Commissioner architects for their time and input in making changes to the building design.

Action

Commissioner Jim Schaefer made a motion to approve the building plan per staff recommendations.

Commissioner Stoker seconded the motion.

A roll call was called; vote passed (7-1) (No: Bach)

Asst. Dir. Zader stated that at the request of the Mayor, this item was added to the agenda for reconsideration; it will take a motion and approval from the Commissioners that voted approval at the previous meeting to be reconsidered.

After the meeting the applicant communicated that the cost to relocate the tree will cost between \$23,000 - \$35,000 with a survivability percentage of around 50%. There is also concern that there are some fiber optics underneath the tree that may already be intertwined with the root ball

as well as concern from the contractor that spading the tree may cause it to be lifted into the powerlines which would then need to be shut down for a few hours while this takes place. The applicant offered that due to the high cost to relocate the tree and the low survival probability, that the tree be removed and 2 new trees approximately 7-8" in diameter will be added in the outlot in front of the building. Staff is supportive of the proposed changes.

Action

Mayor Wirth made a motion to reconsider the item.

Commissioner Lemke seconded the motion.

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

City Forester Mike Gies stated that he believes the relocation would have been very difficult and the survivability would probably be lower than 50%.

The applicant, Mr. Ford, stated that both new trees will be approximately 7" in diameter, similar in type and color and will be placed in the outlot.

Feedback from the Commission expressed support for the applicant due to the expense to relocate the tree as well as the belief that it would not survive being relocated. They support the offer from the applicant to provide the two replacement trees in the outlot.

Action

Mayor Wirth made motion to approve the removal of the existing Sugar Maple and replace it with two new 7" trees in the outlot.

Commissioner Lemke seconded the motion.

A roll call vote was called; vote passed (7-1)(No: Bach)

RESULT:	APPROVED [8 TO 1]
MOVER:	James Schaefer, Commissioner
SECONDER:	John Stoker, Commissioner
AYES:	Wirth, Nerbun, Gentges, Hawley, Lemke, J. Schaefer, R. Schaefer, Stoker
NAYS:	Bach
ABSENT:	Choren

- d) Lakeside Development Company for RDC Investments. The applicant is seeking a consultation for a proposed 13,500 sq. ft. addition to the existing building for the property located at 10235 N. Port Washington Road.

Planner Vang stated that this is a proposal for a 13,500 sq. ft. addition to the existing building. The owner is RDC Investments, but many residents know it as Midwest Labs. This is only a consultation tonight, there will be no action taken, the applicant would like feedback from the Commission as there are a few issues to discuss.

She explained that the addition will exceed the floor area ratio (FAR), as the requirement is 30% and the addition would be at 39%; however, they would maintain a 38% open space ratio which exceeds the 30% zoning requirement. Additional parking is not being added as the addition is for data storage only and no additional employees will be added. Due to the size of the proposed building at 35,850 sq. ft., this could be a concern for a new user to the building and this issue will need to be addressed. Staff noted in the staff report that the Commission may choose to require a deed restriction regarding the type of user that would be allowed for this building to a similar type use or one with limited parking needs. The engineering portion of the staff report addresses the wetlands on site and a wetland delineation will be required as it appears that the addition may encroach the wetlands or at least the wetland setback. Planner Vang stated that resident feedback was provided to the Commission prior to the meeting which relates to noise complaints for the site from the outside generators, although there are not any current open violations. There are not any additional generators proposed for the addition, although there will be rooftop cooling units for the equipment within addition. The main concerns relate to exceeding the FAR and setting a precedent. The open space ratio being met is a benefit and the fact that the addition wraps around the generator has potential to minimize noise from the generator. If the project is approved, staff will continue to work with the applicant to address any ongoing issues.

Public Comment

James Erlandson, 10326 N Westport Circle, Vice-President of Cedar Ridge Condominium Subdivision, stated that he is not supportive of the proposed addition because he believes it will decrease their property values, have a negative impact on their quality of life and leave a legacy of a building that is only useable for a single user. He stated that RDC Investments did not contact the Condo Assoc. in 2018 when adding 7 additional rooftop generators and a diesel backup generator. He stated there is constant noise from these generators throughout their subdivision. He explained that there is a test run of the diesel backup generator that runs 15-45 minutes every week that shakes the ground and emits an ear-piercing noise. There have been several complaints to the city, and he stated that the noise is still present. He also commented that Fish Creek will be negatively impacted from generator run-off. They do not support this proposal due to the FAR being exceeded, the proposed deed restriction, the single user building as well as the ongoing noise complaints. They do not feel RDC Investments have been a good neighbor.

The applicant was represented by Brian Scheive from Lakeside Development and Mike Weber, the owner of the building. Mr. Scheive stated that the red-orange masonry will be matched, and the height of the addition will be the same as the existing building. The addition will not require any additional backup generators, but it will necessitate typical rooftop units as seen on large commercial buildings.

Mr. Weber stated that he has owns the building and the business there is Integrated Systems Corporation (IS Corp). He explained that the business is a cloud which stores data for banks, hospitals and school districts. Due to Covid, they have experienced a huge surge in their existing customers requiring more contiguous floor space. They have contracts for that building in excess of 10 years for large medical facilities and they intend to be in the building for a long time. They are looking for feedback from the Commission as they are anxious to move forward with their addition in order to better serve their customers.

A Commissioner questioned Mr. Weber about the noise concerns and what they have done regarding this issue. He explained that power generators were added to the exterior of the building. He commented that they use some sound attenuation panels and tested the sound. The city has also been out to the site to test for the sound. Mr. Weber stated that he reached out to the city and was told that there are no outstanding noise complaints. He also explained that Lab Midwest is a small office tenant in the front of the building, renting about 2,000 sq. ft., and is not associated with his business in the back of the building.

There was discussion about whether the new addition would help to mitigate the noise. Mr. Scheive stated that the new building mass would surround 3 sides of the generator and he believes would help to buffer the noise. He also offered that sound attenuation shrouds can be added to the rooftop units, which currently do not exist as well as sound attenuation panels could also be added around the generator.

The applicant stated that 4-6 new rooftop cooling units will be required for the addition. Mr. Weber offered that these units can be located on the existing building, further east, closer to Port Washington Road. They have already installed sound attenuation panels on the west side of the generators, but they are willing to place panels all around the generators. He explained that these panels absorb the sound; and do not reflect it.

The Commission expressed concern about the building addition encroaching on Fish Creek as it sometimes floods, and this could cause problems downstream. It was recommended that this issue be addressed before asking for future approvals.

Asst. Dir. Zader stated that there are a few issues to be addressed:

- The FAR being exceeded – this is not typical on a legally sized lot in a zoning district. This deviation is not typically been approved.
- They have a CUG because the building already exceeds the B-3 zoning district threshold of 20,000 sq. ft. They are able to ask for the addition due to the CUG being in place.
- This is a balancing act between supporting an existing business that is growing but is requesting allowances not typically granted.
- The noise issue has been ongoing and needs to be addressed.

He advised the Commission to consider answering these questions and providing feedback to the applicant so that they can decide how to move forward:

1. Is the Commission comfortable allowing the FAR requirement to be exceeded?
2. If yes, what additional standards above and beyond have already been approved in terms of the noise, should be included. The level is currently at a 65 decibel, he suggested that this could be a lower number.
3. Although not typical, sound attenuation could be required for the rooftop units.
4. He suggested a sound study be required prior to any construction.

Mayor Wirth commented that both the FAR and open space requirements are required to be met per the zoning codes and he would like to know other times that a waiver has been granted for these variances. He did add that some of the noise concerns may be able to be alleviated through

this approval process. He advised the applicants that the burden is on them to show why the requested waiver is beneficial to the community and not just to their business (ie, noise concerns will be addressed, more beautification to the back of the building facing the neighbors). He is weary of waving the FAR requirement.

Mr. Weber stated that he has made a significant investment to that site and it is not easy for him to relocate. The main fiberoptic highway goes right down Port Washington Road and AT&T/Lumen have equipment in his building and the main part of their internet goes through his building. It is critical for him to be able to grow his business in this location.

- e) Anderson Ashton Design/Build for 10448 N. Port Washington Road. The applicant is seeking a consultation to convert an existing 62,00 sq. ft. industrial building into self-storage for the property located at 10448 N. Port Washington Road.

Asst. Dir. Zader stated that this building has had multiple developers/users meet with staff over the years about possible new businesses for this site. There seems to be more interest in it now that the majority of the tenants have vacated. Previously there have been other interests for this building to be used for storage and staff would like to gauge the feedback for this type of use from the Commission.

This specific proposal is for the entire building to be used for storage including a small addition of 5,600 sq. ft. Due to the storage use, the parking lot would be substantially reduced from about 100 parking spaces down to 9 parking spaces, which would increase the green space ratio and would be beneficial in terms of the site coming into compliance. The PUD from 2014 did not anticipate an addition to this building and the FAR was already over for the site. At the time, it was agreed that the building on the southern piece could not exceed 13,000 sq. ft. in order to keep the green space ratio in accordance with the code. The proposed mezzanine will also cause the FAR to be more out of compliance and this issue will need to be considered.

He explained that the property is zoned B-4 (Business Park), which is probably not the most appropriate zoning for this location, and it does not allow storage (categorized as warehousing). It would need to be rezoned to B-2 (Community Commercial) or B-5 (Light Industrial) zoning, although the thought is that the Commission would not support B-5 zoning at this location and it would need to probably be rezoned to B-2 zoning. In all previous discussions with potential applicants inquiring about storage at this location, staff has been steadfast that some type of commercial or service use should be established on the Port Washington Road side of the building and the building could not be full storage. This proposal includes some architectural design on the front of the building by the use would be full storage.

Additionally, the Economic Development Board has been studying the land uses in this area and believes this area would be ideal for entertainment, a hotel, a restaurant or multi-family use. There is some concern if this parcel is to be rezoned before the work from the EDB has been completed. This property is part of the TIF District #5, which was intended for redevelopment of some of the older buildings in this area. There is a strict formula for how the TIF works and this building, being so large, does not meet the fast-track formula making it worthwhile to tearing it down, unless there was a substantial amount of density with regard to residential or some hotel type of use.

Asst. Dir. Zader stated that some of the proposal improvements include refacing the building, added signage and use of fiber cement to cover up some of the panels. Staff believes this is a short-term solution and prefer having the building razed for some other type of use which may be more compatible with the area.

He stated that the Commission should consider the following issues/questions:

1. Is the use of storage acceptable in this location given all the history and other factors mentioned?
2. Is there a better use long term, possibly with the building razed?
3. Although it cannot occur right now under the fast-track formula, the TIF could be amended to allow for a different incentive package that could help entice other development there.

The applicant was represented by Brian Fisher from Anderson Ashton Design/Build, and Michael Kelly as well as representatives from Founders and Colliers. Mr. Kelly stated that this is a very difficult property, given its age, massing and prohibitive demolition cost; they feel their proposal for redevelopment is the highest and best use for this property. They are proposing class A self-storage, which will be almost entirely climate controlled. He stated this type of storage is in high demand and not readily available. He explained the plan includes many aesthetically pleasing architectural details, much needed glass, modernizing the yellow and brown color scheme and bringing more green space to the parcel. He explained that the parking lot can be reduced because the plan includes an interior drive aisle and cars will not be parking outside the building.

Mr. Fisher showed renderings of their proposal and explained that it is currently an unsightly building and loading dock. The loading dock will be replaced by a high-level speed door that is glass and goes up in 2 seconds and comes down in 6 seconds. He stated the traffic impact will be minimum as this type of facility typically has 3-6 users an hour. They may decommission some of the rooftop mechanics as they are not required for this type of use. The 5,600 sq. ft. addition is necessary for storage of boats and RVs; which are not allowed to be parked outside in Mequon. The mezzanine will add about 45,000 sq. ft. and it is occupiable space. There will only be about 1,200 sq. ft. of office space and the rest will be for storage. He stated that this is a highly desirable use for this community as it is safe for users and a high-quality product.

There was discussion regarding whether the glass entry door could be moved to the side of the building instead of remaining in the front of the building. Mr. Kelly answered that entering on the west side and exiting on the east side and utilizing the drive aisle, enables all storage users to get to their space without walking further than 120 feet. It was asked whether there could be turn around internally; but he answered that it takes up too much space.

Mayor Wirth provided feedback that he does not like the white color on the proposed building rendering. He prefers earth tones that match most of the buildings along Port Washington Road. He commented that the proposed building is better than what has been there over the past several years.

The Commission asked whether the glass door could be recessed so that it would be somewhat less impactful. The applicant replied that he believes the recessed door is unsightly but offered that the door could be further inset.

There was some feedback from the Commission that storage would be a welcome use in the community and mixed response on whether this is the most appropriate location. There were several comments that the proposal for a much more appealing building may be a better option than waiting for something long term to possibly come along; as this property has been on the market for many years.

The applicant stated that they appreciate the feedback but would like feedback on approving the exceeded FAR due to the mezzanine that will be built as well as the 5,600 sq. ft. exterior storage addition for the RV and boat storage. This will be tucked into the notch in the back of the property; there is a tree line buffer there that shields this area from public view.

Asst. Dir. Zader stated that due to the feedback from the Commission supporting this use, the issue of the FAR needs to be discussed. He explained that if the mezzanine space needs to be included the FAR would go up dramatically, in the 60%- 70% range. He commented that it will not be notable because it will be added in the interior within the same building space/massing. The south section of the parcel was discussed in relation to these issues and some decisions around these issues need to be made. There was some support for exceptions to be made for this property in an effort to allow the project to move forward and be redeveloped. The asphalt on the west side of the building was also addressed and could be considered for removal.

Mayor Wirth recommended that the applicant reach out to the neighboring properties for their feedback and he commented that he believes that this is an intriguing proposal to a building that needs improvements.

5) Announcements

- a) 2021 Meeting Calendar

6) Adjourn

Action

Commissioner Stoker made motion to adjourn the meeting.

Commissioner Jim Schaefer seconded the motion.

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

The meeting adjourned at 8:32 p.m.

Respectfully Submitted,

Jac Zader



Virtual Meeting
 Mequon, WI 53092
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Department of Community Development

**PLANNING COMMISSION
 Policy Subcommittee
 Monday, December 7, 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 – arrived at 6:30 p.m.
 Commissioner Stephanie Hawley
 Commissioner James Schaefer -arrived at 6:09 p.m.
 Commissioner John Stoker

2) Approval of Minutes from November 9, 2020

Action

Ald. Parrish made a motion to approve the meeting minutes from November 9, 2020.
 Commissioner Stoker seconded the motion.
A voice vote was taken; vote passed (5-0)

RESULT:	APPROVED [5 TO 0]
MOVER:	Brian Parrish, Alderman
SECONDER:	John Stoker, Commissioner
AYES:	Wirth, Parrish, Bach, Hawley, Stoker
ABSENT:	Schaefer, Gentges

3) 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).

Public Comment

Sonja Leonard stated that there were a few differences in the packet from previous packets; namely that Senior Housing has been pushed back south of Bonniwell Road. She believes this type of use could be viable for her parent's property on the west side of Port Washington Road (immediately south of Pioneer Road) and she requests that it be an approved use. She also

commented that they would like some more flexibility to consider market-rate senior housing on the east side of the street north of Bonniwell Road; closer to the Unitarian Church.

Dir. Tollefson stated that this zoning district has been reviewed several times and four different commercial classifications have been clarified and refined within each category:

- Specialty Trade
- Manufacturing Trade
- Building Construction
- Flex Use

She explained that the senior housing classification has been removed from this mixed-use zoning district, but single-family housing remains as an approved use. This change was made based on the discussions by the Subcommittee at the November meeting in which it was determined that the desired density and character required for senior housing was a better fit south of Bonniwell Road; especially with access to sewer in that area. She commented that both types of senior housing; market-rate and senior housing with care facilities, are included. She added that previous comments by some of the Subcommittee members and internal staff; there is a concern regarding the wide range of uses in this mixed-use district and their compatibility with each other. Dir. Tollefson concluded by offering that a text amendment could be added in the future if a desired use comes forward that is not an allowed use in the zoning district.

The Subcommittee offered the following feedback:

- Change the open space ratio to 30% (instead of 25%).
- 30,000 sq. ft. buildings are too large for this area, 20,000 sq. ft. – 25,000 sq. ft. was suggested as more appropriate.
- Positive support for required sidewalks.
- The proposed uses are too heavy for this district.

Action

Mayor Wirth made a motion to reduce the building size maximum to 20,000 sq. ft.
Commissioner Schaefer seconded the motion.

Ald. Parrish made an amendment to the motion for a building size maximum of 25,000 sq. ft.
Commissioner Stoker seconded the amendment to the amendment.

The Subcommittee discussed the difference between the two proposed building sizes and the FAR was debated as well.

Mayor Wirth made a friendly amendment to Ald. Parrish's amendment to allow for a 25,000 sq. ft. building with a 25% FAR.

Ald. Parrish accepted the friendly amendment made by Mayor Wirth.

There was discussion about the differences in FAR percentages required, green space requirements and required lot size and how those requirements affect potential development.

Action

Amend the proposed ordinance to include a 25,000 sq. ft. maximum building size, 30% required open space requirement and 25% FAR requirement.

A voice vote was taken; vote passed (7-0)

RESULT:	APPROVED AS AMENDED [7 TO 0]
MOVER:	John Wirth, Chair
SECONDER:	Brian Parrish, Alderman
AYES:	Wirth, Parrish, Bach, Gentges, Hawley, Schaefer, Stoker

Action

Mayor Wirth made a motion to delete paragraph (b)(3).
Commissioner Gentges seconded the motion.

Mayor Wirth explained that he prefers that the standards required for development be very clear as he feels it leaves less room for negotiation at the Planning Commission level.

A voice vote was taken; vote passed (7-0)

Action

Mayor Wirth made a motion to delete paragraph (p). He stated that the standards should be changed rather than negotiated. He prefers stricter adherence to the technical standard requirements rather than so many waivers requested.

There was discussion about the process applicants would follow for requesting waivers as well as feedback from the Subcommittee on whether paragraph (p) should be removed. Mayor Wirth suggested to change the language in this paragraph as he believes that it is too permissive.

There was unanimous support from the Subcommittee that applicants be required to show the Planning Commission a concept plan of both their project meeting the requirements as well as a concept plan showing the requested deviations. This should be done as a concept plan review by the Planning Commission before requests for final approvals are granted.

The Subcommittee made a recommendation to add language to incorporate this concept review process and asked for this to be back in front of the Subcommittee at the next meeting.

Uses Chart

There was discussion about the bed and breakfast category and what is allowed in the city.

Referring to the industrial uses page, for each of the four-industrial building/commercial building categories the definition includes; manufacturing, assemblage, warehouse and distribution.

Motion

Ald. Parrish made a motion to add the word “light” in front of the word manufacturing for each of the four categories.

Mayor Wirth seconded the motion.
A voice vote was taken; vote passed (7-0)

The Subcommittee also discussed the proposed use addition of “manufacturing of prefabricated buildings” to the uses chart.

Motion

Ald. Parrish made a motion to strike “manufacturing of prefabricated buildings” from the use chart.

Commissioner Dan Gentges seconded that motion.

A voice vote was taken; vote passed (7-0)

4) Land Use Plan and Zoning Map Amendment for 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).

RESULT:	APPROVED AS AMENDED [7 TO 0]
MOVER:	Brian Parrish, Alderman
SECONDER:	Dan Gentges, Commissioner
AYES:	Wirth, Parrish, Bach, Gentges, Hawley, Schaefer, Stoker

5) Draft Senior Housing 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).

The Subcommittee discussed senior housing and which parcels/location are the best fit for this type of use.

Dir. Tollefson explained the differences between the two types of senior housing and what the standards are for each type of use:

Age Restricted Housing 55 and Older (Market-Rate Senior Housing):

- Limit of 2-story building.
- No more than 4 units per building.
- Lifestyle Programming and Components required.
- Only allowed through a PUD.

Senior Housing (Residential Community-Based Living Facility):

- Must have continuum of care programming.
- Density of no more than 10 units per acre.
- Allowed up to 3 stories.
- Only allowed through a PUD.

Ald. Parrish stated that he is supportive of senior housing allowed on the parcel immediately south of the southwest corner parcel at Pioneer Road and Port Washington Road but does not support industrial use on the west side of Port Washington Road.

Action

Mayor Wirth made a motion that residential community-based senior housing should be specified in the Use Chart to only be allowed south of Bonniwell Road on the east side of Port Washington Road.

Commissioner Stoker seconded the motion.

A voice vote was taken; vote passed (7-0)

The Subcommittee provided supportive feedback to require a robust programming component for this type of use which must be approved by the Common Council.

Action

Ald. Parrish made a motion to change the open space ratio to 30%.

Mayor Wirth seconded the motion.

A voice vote was taken; vote passed (7-0)

RESULT:	APPROVED AS AMENDED [7 TO 0]
MOVER:	Brian Parrish, Alderman
SECONDER:	John Wirth, Chair
AYES:	Wirth, Parrish, Bach, Gentges, Hawley, Schaefer, Stoker

6) Land Use Plan and Zoning Map Amendment for Senior Housing 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 stated that based on the discussions and approved amendments by the Subcommittee, the only change to the map is that the parcel on the west side of the road (immediately south of the southwest parcel at Pioneer Road and Port Washington Road) should be changed from gray to orange.

Based on discussions from earlier meetings and concerns about too much traffic in this corridor and potentially necessitating a four-lane road, Dir. Tollefson stated that she did a calculation of all of the acreage per zoning districts. She calculated the amount of square footage, the number of units and assigned the average daily trips to those general land uses consistent with previous calculations. Based on the change to a 25% FAR, it brings the daily trips to approximately an additional 16,500 daily trips. This is under one of the 20,000 daily trip thresholds of requiring a four-lane road.

This supports that the land use choices and technical standards are in line with the original goals of the Subcommittee for rezoning this corridor.

RESULT:	APPROVED AS AMENDED [7 TO 0]
MOVER:	John Wirth, Chair
SECONDER:	Brian Parrish, Alderman
AYES:	Wirth, Parrish, Bach, Gentges, Hawley, Schaefer, Stoker

7) Outdoor Storage Permit Requirements

Dir. Tollefson stated that the outside storage proposal is similar to what has been in front of the Subcommittee previously. Since most of the uses are permitted and not conditional, staff added controls to these uses in the form of some regulations and a permit was created.

The changes include:

- Fence height increased.
- Hierarchy created to allow for a certain amount of outdoor storage can be approved via permit at staff level. If a business or development require more storage than they will go before the Planning Commission at the same time as their building and site plan approval.

The Subcommittee discussed the proposed outside storage requirements. There was feedback that it is believed that it will be too expensive for a developer to be required to use the same materials as the building materials and masonry. There was discussion that the proposed 2.5% total site lot coverage or minimum lot size to be approved at staff level was too low of a number.

Motion

Commissioner Stoker made a motion to amend the language to allow for outdoor storage approval via permit at staff level of up to 7.5% of the total site lot coverage or minimum lot size. Ald. Parrish seconded the motion.

A voice vote was taken; vote passed (7-0)

Motion

Mayor Wirth made a motion that the required materials be consistent with the colors and design of the building but are not required to be the same materials and masonry.

Commissioner Schaefer seconded the motion.

A voice vote was taken; vote passed (7-0)

Motion

Ald. Parrish made a motion to change the language in (C)(2) to state that the fence shall not be less than 6 feet in height nor exceed 8 feet or more in height unless approved by the Planning Commission.

Commissioner Gentges seconded the motion.

A voice vote was taken; vote passed (7-0)

The Subcommittee recommended some changes to the language for both (D)(iii) and (D)(iv) to read:

- iii. Any institutional, public, quasi-public or commercially developed property where there is public access or view to the areas of the outdoor storage;

- iv. Any institutional, public, quasi-public or commercially developed property where there is public access or view to areas adjoining the outdoor storage;

There was some discussion regarding whether screening should be required at the rear of the properties facing 1-43. Nothing was recommended at this time.

RESULT:	APPROVED AS AMENDED [7 TO 0]
MOVER:	John Stoker, Commissioner
SECONDER:	Brian Parrish, Alderman
AYES:	Wirth, Parrish, Bach, Gentges, Hawley, Schaefer, Stoker

8) Announcements

- 1) 2021 Meeting Calendar included was in the packet.

9) Adjourn

Motion

Commissioner Schaefer made a motion to adjourn.

Commissioner Bach seconded the motion.

A voice vote was taken; vote passed (7-0)

Meeting adjourned at 8:15 p.m.

Respectfully Submitted,
Kim Tollefson



Virtual Meeting
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Office of the City Administrator

PUBLIC WELFARE COMMITTEE

Tuesday, December 8, 2020

5:45 PM

Virtual Meeting

Minutes

1) Call to Order, Roll Call

Present:

Chair Dale Mayr
Alderman Glenn Bushee
Alderman Robert Strzelczyk

Also Present: Mayor Wirth, City Administrator Jones, Assistant City Administrator Schoenemann, City Attorney Sajdak

2) Approval of Meeting Minutes

a. November 2020 Minutes

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

AYES: Mayr, Bushee, Strzelczyk

3) Discussion Items

a. Attendance at Council Meetings via Electronic Means Post-COVID

City Attorney Sajdak discussed the topic of attendance at Council meetings via electronic means post-COVID with the members of the Committee. Attorney Sajdak provided an opinion of the Attorney General's office on the topic of electronic meetings to the Committee members. Attorney Sajdak offered his current opinion on electronic meeting, which is that electronic meetings can be allowed provided that the ability to use electronic meetings is codified in the local code.

Attorney Sajdak reviewed the discussion questions provided in the staff memo to obtain the Committee's feedback on electronic meetings post-COVID. A suggestion was made to look at the month of July as a possible transition period to go from virtual to in-person meetings. Mayor Wirth questioned what would determine when it would be safe to transition to in-

person meetings. Mayor Wirth pointed out that some communities have effectively held hybrid meetings. Assistant City Administrator Schoenemann informed the Committee that equipment has been purchased with grant money to offer hybrid meetings.

The Committee members were in consensus that Council members should transition to in-person meetings versus a hybrid meeting. The Committee agreed with having the ability to offer an emergency virtual meeting.

Alderman Mayr asked staff to provide an overview of a hybrid meeting at the next meeting.

Alderman Bushee offered several suggestions for calling into a hybrid meeting; the person calling into a meeting should be connected through a video connection, not voice. The person needs to be engaged, not driving.

Alderman Mayr requested that the item placed on the Committee's next agenda for further discussion.

b. Review of Protest Petition Process

Attorney Sajdak stated the item, review of protest petition process, is on the agenda for discussion due to the most recent experience with the property at the corner of Port Washington and Highland Roads. Attorney Sajdak reviewed the discussion points in the staff memo with the members of the Committee in order to obtain their feedback. Based on the Committee's input, a proposed ordinance change will be brought forward to the Committee at their January meeting.

The Committee was in consensus with continuing to have a local protest petition process and agreed with Attorney Sajdak's recommendation to keep 51% of the owners within 1,320 feet of the property.

Attorney Sajdak offered a proposal to amend the code to reflect that the City will provide only a printout showing a map with the 1,320 feet barrier overlayed versus a property owner list printed from the GIS system. It was suggested that a list of property owners should continue to be handed out. A suggestion was made to clarify that the list may contain inaccuracies.

The Committee members were asked whether the code should be amended to allow *for any owner of the property to be a signer for the property*. Following the Committee's discussion, Attorney Sajdak offered to provide an amendment for the Committee's next meeting.

The Committee discussed the issues with the GIS system. Attorney Sajdak pointed out that there are properties with parcel numbers within the GIS system that are road right-of-way. Attorney Sajdak noted that Assistant Community Director Zader has been working with the Register of Deeds office to try to determine why this has occurred, and if it can be fixed. Attorney Sajdak recommended that the code be amended to reflect that parcels consisting of roadways will not be utilized in the 51% calculation until the issue with the GIS system can be resolved.

At this point Committee members agreed to break to allow several members to attend the Finance-Personnel Committee meeting.

The Committee reconvened at 6:50 p.m. to continue their meeting.

c. Community Outreach Committee Initiative Discussion

Following the Committee's December meeting, Alderman Bushee, City Administrator Jones and Assistant City Administrator Schoenemann met to discuss how to move forward with the Community Outreach Committee initiative. As a result of the conversations, a proposed suggestion was developed by staff for the Public Welfare Committee to consider.

Mr. Schoenemann noted since there are similar duties within the proposed Community Outreach Committee and that of the Festivals Committee, staff is proposing that the Public Welfare Committee consider establishing a new Community Outreach Committee that includes merging with or becoming a part of the Festivals Committee. The new committee could form a subgroup within it to find a way to support the City's two annual events. Mr. Schoenemann noted that if the Committee agrees with pursuing this approach, staff could work on next steps, which could include getting feedback from stakeholders such as the Festivals Committee, work to draft ordinance, and some groundwork on the City's website for the proposed committee.

Mayor Wirth shared his concern with the Festivals Committee taking on additional responsibilities. Mayor Wirth noted that a resolution can be used to create a committee, an ordinance is not required.

Alderman Mayr suggested that staff first talk with the members of the Festivals Committee to find out their thoughts about becoming part of the Community Outreach Committee.

Assistant City Administrator offered to reach out to the Festivals Committee at their next meeting scheduled for January 14.

d. Chapter 2: Article II – Common Council and Article IV – Officers and Employees Ordinance Updates

Assistant City Administrator stated the item, Chapter 2: Article II-Common Council and Article IV-Officers and Employees Ordinance Updates is before the Committee for continued discussion.

Mr. Schoenemann reviewed the items that were included in the Committee's meeting packet.

Due to time constraints the Committee agreed to hold the item over to the next meeting.

City Administrator Jones mentioned that the Committee may want to consider holding a separate meeting next month to discuss the item.

4) Information Items

a. Work Calendar

The Committee did not discuss the work calendar.

- 5) Alderman Bushee made a motion to adjourn the meeting at 7:14 PM, seconded by Alderman Strzelczyk.

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

AYES: Mayr, Bushee, Strzelczyk

Respectfully Submitted,

Lina Prosser
Executive Assistant



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Public Works Department

PUBLIC WORKS COMMITTEE

Tuesday, December 8, 2020

6:45 PM

Virtual Meeting

Minutes

1) Call to Order, Roll Call

Chair Parrish called the meeting to order at 6:45 PM.

Present:

Chair Brian Parrish
Alderman Jeffrey Hansher
Alderman Mark Gierl

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

2) Approval of Minutes

a. November 10, 2020 Minutes

RESULT: **Approved [Unanimous]**

MOVED BY: Alderman Hansher

SECONDED BY: Alderman Gierl

AYES: Parrish, Hansher, Gierl

3) Resolutions

Action requested: review and recommend approval

a. **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 [Unanimous]**

MOVED BY: Alderman Parrish

SECONDED BY: Alderman Hansher

AYES: Parrish, Hansher, Gierl

4) Discussion Items

Attachment: Public Works minutes_12-08-20 (5920 : Public Works Committee meeting minutes of December 8, 2020)

a. 2020 Road Improvements Contract Summary

Alderman Hansher inquired on the status of Hawthorne Road and its condition heading into the winter months.

Director of Public Works/City Engineer Lundeen stated when the emergency repairs were done, staff knew it would need a little attention. Structurally at this point the road seems sound. This item will return at a future meeting for action.

b. 2020 Work Plan (12.8.20)

Director of Public Works/City Engineer Lundeen provided an update to the 2020-2021 Work Plan.

5) Motion to Adjourn at 6:51 PM.

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

AYES: Parrish, Hansher, Gierl

Respectfully Submitted,

Casey Deuster
Administrative Assistant



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Office of Community Development

TO: Common Council
FROM: Kim Tollefson, Director of Community Development
DATE: February 9, 2021
SUBJECT: RESOLUTION 3801 A Resolution Authorizing a Development Agreement with Mequon Medical LLC for the Construction of a 30,000 Square Foot Medical Office Building at 12791 N. Port Washington Road

Background

The applicant, Mequon Medical LLC, is requesting development agreement approval for a 29,989 square foot medical office building at 12791 N. Port Washington Road. The Common Council approved the rezoning from R-2B (Single-Family 1.5-Acre) to NC (Neighborhood Commercial) with a PUD at its November 10, 2020 meeting. Subsequently, the Planning Commission approved the site plan at its November 24, 2020 and the building design at its December 11, 2020 meeting.

Analysis

The proposed development agreement incorporates several of the conditions from the Common Council's rezoning approval, in addition to typical engineering-related requirements. These include the following:

- A provision that requires a PILOT agreement if the property ever becomes tax exempt.
- The developer agrees to pay an impact fee if one is established for the Ulao Creek area.
- Installation of an approved Ulao Creek light fixture.
- The ability for the City to install a sign and landscaping at the corner of Highland and Port Washington, if desired.

Fiscal Impact

The fiscal impact is neutral.

Recommendation

The proposed development agreement was unanimously recommended (8-0) for Common Council approval by the Planning Commission at its meeting on January 25, 2021.

Attachments:

Development Agreement (DOCX)

Collateral Assignment of Development Agreement (DOCX)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3801

A Resolution Authorizing a Development Agreement with Mequon Medical LLC for the Construction of a 30,000 Square Foot Medical Office Building at 12791 N. Port Washington Road

A. The Planning Commission recommended approval of the Development Agreement for the property on January 25, 2021.

B. The Development Agreement provides for the installation of improvements and the payment of fees in accordance with the City Engineer's report.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin, that the Development Agreement for the Mequon Medical project is approved and that the appropriate City officials are hereby authorized to execute and deliver the same.

Approved by: John Wirth, Mayor

Date Approved: February 9, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 9, 2021.

Caroline Fochs, City Clerk

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made as of February __, 2021, by Mequon Medical LLC, a Wisconsin limited liability company, or such subsequent owner of the Property (the “Developer”) and the City of Mequon, a Wisconsin municipal corporation (the “City”).

RECITALS

A. The Developer desires to improve and develop the property described on the attached Exhibit A (the “Property”). It is anticipated that the development of the Property will be in a single phase for a medical office building to be located on approximately 3.56 acres of land in the southeast corner of the Property.

B. Wisconsin Statutes Section 236.13(2) and Sections 58-634(c) and 58-637 of the Mequon Code of Ordinances (the “Code”) provide that, as a condition of approval, the City shall require that the Developer make and install or have made and installed any reasonably necessary improvements.

C. This Agreement describes the Public Improvements, as defined below, that are necessary to complete the Developer’s proposed first phase of development on the Property (the “Development”), the Private Improvements, as defined below, and other terms and conditions of the Development.

D. The schedule for the City’s Public Works Department, and the City’s budget, do not provide for installation of the Public Improvements, and absent this Agreement, there would be a considerable delay in the installation of the Public Improvements.

E. The orderly, planned development of the Development will best promote the health, safety and general welfare of the community.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing recitals and the following agreements, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree:

1. Improvements. As defined in this Agreement, the following terms and phrases have the following meanings:

“Improvements” means the Private Improvements and the Public Improvements.

“Private Improvements” means all improvements in the Development required by this Agreement other than the Public Improvements.

“Public Improvements” means all public streets, sidewalks, paths and required appurtenances to the foregoing, including without limitation regulatory/public safety signs (speed limit signs, stop signs and so forth) and bollards; sanitary sewer facilities and water supply facilities that connect to the public sewer or public water systems, but in each instance only those portions up to and including stubs of laterals; street trees and any required landscaping in rights of way; street trees and other landscaping in easement areas dedicated to the City for that purpose, but only to the extent specified in such easements; items specified in the Plans, as defined below and approved by the City, as Public Improvements; and items specified in the Code or state statutes as Public Improvements.

2. Proposed Development Plan. The Development as proposed is depicted on the Developer’s proposed development plan. The proposed development plan was granted approval or conditional approval by the Planning Commission on July 27, 2020 (rezoning and general concept), November 23, 2020 (site plan), and December 14, 2020 (building), and by the Common Council in Ordinance 2020-1579 adopted November 10, 2020 and signed by the City Clerk on December 3, 2020.

PLANS AND SPECIFICATIONS

3. Plans and Specifications. The Developer shall, at its expense, have plans and specifications (collectively, the “Plans”) prepared for the Improvements. The Plans shall include those plans that are customary in the industry for similar developments, including a site plan, grading, drainage and erosion control plans, stormwater drainage plans, landscaping and open space plans, street plans, utility plans and construction details, including those construction details described in this Agreement. The Plans shall be subject to review and approval of the City Engineer and any regulatory body or other staff person specified below, not to be unreasonably withheld, conditioned, or delayed. The Developer shall not commence the Improvements until the Plans are reviewed and approved.¹

4. Corrections to Plans. The City Engineer may, at any time prior to acceptance of any Public Improvements by the City, require changes to approved Plans for any of the Improvements to the extent such changes are necessary to correct oversights, omissions or errors, to compensate for changing site conditions or to complete fully the work in accordance with sound engineering practice. The Developer shall perform the work necessitated by any such change entirely at its expense without any claim for reimbursement.

5. Standards. The Plans and design of the Improvements shall comply with the requirements of the current edition of the City’s Standard Specifications for Land Development and all applicable provisions of the Code and state and federal laws (each a “Regulation”) in place at the time of preliminary approval of the Plans and design. Additionally, the Plans shall satisfy the requirements set forth below. In the event of a conflict between the Standard Specifications and this Agreement, the terms of this Agreement shall control. In the event of a conflict between any Regulations, the more stringent requirement shall apply unless otherwise addressed within the Regulation.

¹ Update for Approved Plans before Plan Commission meeting.

6. Changes in Regulations. Should any Regulation change within two years of the preliminary approval, the Developer may choose which version of the Regulation to follow if material work on the applicable Improvement has commenced. Where work on an Improvement affected by the changed Regulation has not commenced, the Developer shall comply with the revised Regulation.

7. Grading, Drainage and Erosion Control Plans. The Developer shall submit grading, drainage and erosion control plans that:

- (a) [Intentionally Deleted].
- (b) Show 2' contours for both existing and proposed grades for building pads and any culverts and storm sewers.
- (c) Indicate and detail the cross-section and profiles of all erosion control measures including drainage ways added to the Property.
- (d) Show minimum setback and offset dimensions and building grades approved by the City.
- (e) For all land disturbing activities, show existing contours at least 200' into adjacent parcels.
- (f) Show the location and dimension of all construction site management measures to control erosion and sedimentation.
- (g) Include minimum elevations for the proposed top of principal building foundation walls based on proposed building envelopes shown on the approved specimen tree plan and approved finished grades.

8. Stormwater Drainage Plans. The Developer shall submit stormwater drainage plans that:

- (a) Provide for a complete storm drainage system, including one or more detention basins and retention ponds, culverts, storm sewer and open ditches that are adequate to accommodate expected surface water flow within and through the Development and drain the surface water from and through the Development in accordance with the Code, Chapter 13 of the Milwaukee Metropolitan Sewerage District ("MMSD") rules, and the regulations of the Wisconsin Department of Natural Resources (the "DNR"), as may be applicable.
- (b) Show all tributary areas to the proposed drainage system and downstream analysis, including all proposed and existing drainage structures in the drainage system area.
- (c) Show drainage easements by dimension and detailed cross-section.

(d) Provide for erosion protection and minimum velocity design and restoration of all areas adjacent to existing and proposed roadways to conform to the approved roadway cross-section.

(e) Address all ditch slopes exceeding five percent (5%). Any such slope that is greater than 5 percent (5%) may only be approved after review and acceptance by the City Engineer. To the extent any such slope shall be greater than five percent (5%), additional analysis of the velocity of the flow and slope protection shall be provided, and such slope might not be approved.

(f) Show all roadside ditches and drainage easements with a minimum one percent (1%) slope. Any such slope that is less than one percent (1%) may only be approved after review and acceptance by the City Engineer. To the extent any such slope shall be less than one percent (1%), additional analysis of the velocity shall be provided, and such slope might not be approved.

(g) Provide on-site stormwater detention that complies, to the satisfaction of the City Engineer, with the City's stormwater ordinances and MMSD Chapter 13 rules and regulations.

(h) Provide hydrologic calculations for the 2-, 10- and 100-year development conditions.

(i) Provide hydraulic calculations showing pond discharge rates under proposed conditions. Under proposed conditions, a retention pond must demonstrate that the 2-, 10- and 100-year discharge rate will be less than pre-settlement conditions.

(j) Show all sump pump discharge pipes discharging to a roadside ditch, storm sewer or other location approved by the City. For roadways with an urban section, a sump pump collection system shall be required.

(k) Include, if the storm sewer design includes underground piping, a set of utility plans showing all plan and profile views of sanitary water and storm sewer. Such plan shall be used and kept current during all phases of construction.

9. Landscaping, Open Space and Signage Plans.

(a) The Developer shall submit a street tree plan which shall conform to the City's street tree ordinance. The street tree plan shall be subject to review and approval of the Tree Board and Planning Commission.

(b) The Developer shall submit landscape plans for all entryways, open spaces, public street cul-de-sacs and detention basin and retention pond buffers. Such plans shall be designed by a licensed landscape architect and shall be subject to review and approval of the Planning Commission. The City may have a licensed landscape architect review the submitted landscaping and open space plans.

(c) Pedestrian and bike paths may be required by the City. If so, pedestrian and bike path plans shall address the public use of the paths and maintenance. Details of such paths shall be subject to review and approval of the City Engineer. The location and use of such paths shall be subject to review and approval of the Planning Commission. Any public access path shall be subject to a ten foot (10') wide pedestrian and bike path easement. An eight-foot (8') wide path shall be designed and constructed in accordance with the Department of Transportation (DOT) Bike Path Facilities Handbook.

(d) The Developer shall submit signage and entryway plans to the City. Such plans shall be subject to review and approval by the Planning Commission.

10. [Intentionally Deleted].

11. Sanitary Sewer System Plans.

The Development will have a public sanitary sewer system. The plans for the system shall:

(a) In addition to the City's Standard Specifications for Land Development, conform to the Standard Specifications for Sewer and Water Construction in Wisconsin and additional requirements of MMSD.

(b) Be designed to meet the ultimate needs of the Development in accordance with the City's sanitary sewer system plan.

(c) Show the installation of one sewer lateral from the sanitary sewer main to the limits of the sanitary sewer utility easement or road right-of-way for each property abutting the sanitary sewer main.

(d) Show all sanitary sewer lateral locations.

(e) Be designed so the public mainline shall meet the City's master plan for the area, in terms of depth and size, and be extended to the adjacent properties.

(f) Developer understands and agrees that, based upon the Hydraulic Analysis for Highland Road and Lift Station F #3744-20-F by SEH, Inc., the sanitary sewer discharge into the public sanitary sewer system shall be restricted when the Lift Station F critical minimum wet well fill time is met, above which the flow restrictor will activate. Accordingly:

(i) A flow restrictor shall be installed in line with the gravity sanitary sewer lateral serving the Development to eliminate the effluent discharge into the public sanitary sewer system during a wet weather event.

(ii) The wet well filling time for each pump on – off cycle is 45 seconds at 589 gpm.

(iii) Based on the known volume of the wet well and measured time to fill it up, then the influent flow rate is 589 gpm.

(iv) The critical minimum wet well fill time that corresponds with a maximum allowable fill rate of 589 gpm (600 gpm firm pumping capacity minus 11 gpm projected peak flow rate from the Development), is 45 seconds.

(v) Therefore, when the critical minimum wet well fill time at Lift Station F is less than 45 seconds, the flow restrictor for the Development would then be activated.

(vi) The duration of the flow holding event would depend on how long the wet well fill rate exceeds 589 gpm, but will be based upon the installed electronic relay control.

(vii) The flow restrictor shall alternatively retain the effluent on site in a holding tank, wet well or other approved storage facility.

(viii) Developer shall coordinate with City's preferred control system integration company in installing an electronic relay control from Lift Station F to the flow restrictor so that if, or when, Lift Station F is pumping at maximum capacity as a result of excess inflow and infiltration that the flow restrictor is activated and the Development would utilize the holding tank or approved storage facility for the period of time necessary for Lift Station F to stabilize.

(ix) The flow restrictions shall remain in place until the City's Sewer Utility has implemented either of the following capacity upgrade alternatives:

a. The following collection improvements are implemented:

i. MH 0118-063 to MH 0118-064: Increase from 15-inch to 18-inch diameter pipe, 119 LF required, AND

ii. Lift Station F firm pumping capacity is increased to a minimum of 930 gpm; OR

b. Other equivalent system improvements which prevent surcharging conditions in the Lift Station F collection system that would be caused by an additional 11 gpm of peak flow from the Development.

(g) In lieu of a direct connection to the City's sanitary sewer system, Developer may explore the option of connecting into the private lift station on the Columbia St. Mary's Hospital site. In order to allow Developer to explore that option, the City will authorize commencement of work on the Development prior to having complete State and City approved plans for the selected sewer connection under the following terms:

(i) Upon Developer's engineer providing written certification that the work to commence on the Development will allow a code-compliant connection to the City's sanitary sewer system utilizing the direct connection, the City shall, at Developer's request, release plumbing and building permits to complete site grading, erosion control, building and site sewer, and footings and foundation. Such work shall be in accordance with the terms of Wisconsin Department of Safety and Professional Services early start approvals and regulations, and is done at Developer's sole risk of modification being required depending on the connection chosen and final plan approvals.

(ii) If Developer is unable to negotiate an agreement with Columbia St. Mary's for the use of the private lift station by April 2, 2021, Developer shall utilize the direct connection method for serving the Development.

(iii) If Developer provides written evidence of agreement with Columbia St. Mary's for the use of the private lift station, Developer may continue to complete work as provided hereunder in absence of approved plans.

(iv) In the event that Developer does not have complete plans for connection to the private lift station approved by the State by June 4, 2021, Developer shall utilize the direct connection method of serving the Development.

(v) Prior to occupancy, all plumbing must be installed and connected to the City's sanitary system through one of the two options provided above, inspected and approved by the City.

(vii) Further, should any work completed under the permits be abandoned, Developer shall remove any installed footings and/or foundations and return the Property to a level, dust free condition. Any additional work required by the City in implementing this plan shall be charged to Developer at the City's standard hourly rates.

12. Water System Plans.

(a) Supply System. The plans shall satisfy the following requirements:

(i) The plans shall show a water supply and distribution system for the Development with mains, hydrants, valves and laterals for each lot.

(ii) All water mains to be installed in a City road right-of-way or easement shall be subject to review and approval of the City Engineer.

(iii) The City will determine the lateral locations to avoid removal of any specimen trees. The City shall approve all lateral locations.

(iv) The public mainline shall meet the City's master plan for the area, in terms of depth and size, and be extended to the adjacent properties.

(v) Easements shall be provided to adjacent residentially zoned properties for access for potential future connection.

(vi) The mainline water main shall meet Water Utility standards for ISO recommended fire flows of 2500 gpm, which may require twelve-inch (12") pipe for the dead end main.

(vii) Dead end mains must be terminated with a public hydrant and phasing plans.

(b) Fire Protection.

(i) Water for fire protection will be supplied to the Development water system through the City of Mequon Water System.

(ii) All fire hydrant locations shall be subject to review and approval of the Fire Chief.

13. Culverts Plan. The Developer shall submit a proposed driveway culvert size plan. Such plan may be included in one of the other plans.

CONSTRUCTION REQUIREMENTS

14. Construction of Improvements. The Developer shall construct or have constructed, at its expense, all of the Improvements.

15. General Standards; Strict Compliance with Plans. All construction shall conform to the City's Standard Specifications for Land Development, latest edition. Construction will substantially conform to the Plans. The City may require the Developer to replace all the Improvements that deviate from the Plans unless the Developer seeks and obtains prior written approval from the City for such deviations.

16. Direction by City Engineer. The Improvements shall be constructed in accordance with the requirements and direction of the City and the City Engineer or the City Engineer's authorized representative and shall be under and subject to inspection by the City Engineer or the City Engineer's representative.

17. Responsibility for the Improvements. The Developer shall be fully responsible for the Improvements, all appurtenances to the Improvements and the acts and omissions of its contractors, subcontractors, material suppliers, delivery services and agents. The Developer shall repair or replace, at the Developer's cost, any damage that occurs to the Improvements and appurtenances to the Improvements during the period of the construction of the Improvements and until certification by the City Engineer, approval of the Improvements, acceptance of dedication by the City. This Paragraph shall not apply with respect to any portion of the Property that becomes exempt by virtue of a conveyance to the City.

18. Lien Waivers. As a condition of final certification by the City Engineer, and approval, acceptance and dedication of the Improvements by the City, the Developer shall provide to the City paid receipts and lien waivers from all contractors and material suppliers performing work or supplying materials for the installation of the Improvements.

19. [Intentionally Deleted].

20. Additional Grading and Drainage Requirements. The Developer shall (a) rough grade as necessary to establish lot grades in accordance with future building grades, top-soiling, seeding and mulching as required, to all exposed ground surfaces to prevent erosion; (b) keep grading and filling to a minimum, including in individual building envelopes; and (c) spread and maintain topsoil, seed and mulch over all exposed ground surfaces to prevent erosion, including surfaces disturbed by utility contractors.

21. Wetlands. Wetland boundaries shall be identified and marked in the field and verified by the DNR. The wetlands and setbacks shall be identified on the CSM. Wetland boundary markers shall be maintained, and setbacks observed, during all phases of land disturbance and construction. No wetland shall be filled without prior approval of the DNR; provided, however, City acknowledges DNR approval for fill on the Property has been received by Developer and provided to the City such that Developer may proceed with filling the so-approved wetlands.

22. Additional Erosion and Runoff Control Requirements.

(a) With respect to erosion and sedimentation control, the Developer shall install and construct the Improvements in compliance with the requirements of the Ozaukee County Land Conservation Guidelines (SCS) and the DNR's "Wisconsin Construction Site Best Management Practice Handbook," latest edition, requirements. Temporary stormwater quality measures during construction activities shall include, at a minimum, the installation of silt fence and temporary sediment basins.

(b) The Developer shall install the drainage system, including roads (unpaved, but with gravel surface), first. The swale and ditches shall be sodded or planted with fast growing grasses immediately after grade certification by the City or its designated agent. The City may request temporary mulching if ground is exposed for more than seven days. Straw, hay bales, check dams or silt fences shall be placed in the drainage system as sediment traps in accordance with established best management practices. The City will decide whether sod is appropriate and whether the sediment trap method to be used.

(c) The Developer may not commence land disturbing activities until all erosion control measures are installed and approved by the City. An erosion control permit must be approved which requires the Developer to construct in conformance with the City's erosion control ordinance.

(d) The Developer shall protect all exposed soils with mulches, temporary annual grasses or erosion matting.

(e) The Developer shall not pile or permit excavated soil to be piled near the drainage system. A topsoil stockpile area shall be identified and used, complete with appropriate erosion control measures.

(f) The Developer will periodically inspect the above-described systems and control measures, including after each rain event, and shall promptly maintain, repair and replace them to their originally approved condition.

23. Topsoil. Excess topsoil shall only be removed from the Development by means of end-loading (no screening allowed on site) and trucking from the site. The Developer shall not disrupt topsoil where it is unnecessary, and the final arbiter of necessity shall be the City.

24. Additional Stormwater Drainage Requirements. Stormwater facilities shall be installed before impervious surfaces.

25. Additional Street and Street Signage Requirements.

(a) Prior to the commencement of any construction activity, the Developer shall meet with City Engineering and Public Works staff to identify and agree to a specific “haul” route for all construction equipment and material supplies associated with the Development. The Developer shall agree to confine the movement of its construction equipment to the approved route unless approved otherwise by the City Engineer. The Developer shall provide the Street Wear Financial Guarantee, as defined below. The City shall videotape and perform a road evaluation of the agreed to haul route. This evaluation, known as a service condition rating or “SCR”, shall be used as the base line for establishing the level of damage that occurs as a result of the Development, but shall exclude damage not caused by Developer or Developer’s agents and shall further exclude damage the result of ordinary wear and tear. At the conclusion of the construction activity and prior to the acceptance by the City of the Public Improvements, the City will again videotape and perform a post development SCR of the Developer’s “haul” route. The road evaluation is only applicable to that portion of the approved haul route that lies within the corporate limits of the City. Prior to the City acceptance of the Public Improvements, the Developer will repair the road or pay to the City the cost, as determined by the City, for the estimated repairs, including without limitation labor, material and costs regularly charged by the City for its staff’s time for inspections, shouldering, streets, curbs, gutters, failures, base repairs, defects and utility adjustments.

(b) [Intentionally Deleted].

(c) [Intentionally Deleted].

(d) The roadside pathway shall be installed prior to acceptance of the Public Improvements as shown on the approved Plans.

(e) [Intentionally Deleted].

26. Additional Utility Requirements.

(a) City acknowledges the Final CSM has been received and approved.

(b) To the extent that the CSM does not contain specific terms for any sanitary, water and stormwater easements, such easements must be prepared separately and recorded at the Developer's expense. These documents shall be subject to review and approval of the City and shall be required at the time of acceptance of the Public Improvements.

(c) [Intentionally Deleted].

(d) Underground utility installations shall be subject to review and approval by the City Engineer and shall made without any street pavement removal, unless otherwise specifically approved by the City Engineer.

(e) The Developer and the City shall enter into a Water Services Agreement in form and content customarily required by the City prior to connection to the City's water system.

27. Lot Pipe Certification. The Developer shall, prior to issuance of any building permit, provide to the City a lot pipe certification stamped and signed by a professional land surveyor, registered in the State of Wisconsin. The form and content of the lot pipe certification shall be acceptable to the City Engineer.

COVENANTS, CONDITIONS AND RESTRICTIONS; ONGOING AGREEMENTS

28. PILOT PAYMENT. The Developer has represented that the Development of the Property is not tax exempt. Given the location of the Property on a prime commercial corner in the City, this representation was material to the City's approval of the Development. As such, the following terms and conditions shall apply:

(a) City Services.

(i) Services Typically Covered by Property Tax. The City agrees to continue to furnish governmental services and benefits to the Development and the Property of the same type, and to the extent, as are furnished from time to time, without cost or charge (except by means of property tax and authorized fees and charges), to other similarly situated commercial projects in the City. Nothing in this Agreement shall be construed to give Developer or its successors and assigns a contractual right to specific governmental services, or to impose upon the City any additional duties, it being the parties' intent that the City provide public services to the Development and the Property subject to the same terms and conditions as apply to properties owned by citizens or the public generally. Such services and benefits include, but are not limited by specific enumeration herein, those typically covered by the property tax such as fire and police protection, and on public streets, snow removal, and street lighting. The City shall not have breached its obligations hereunder if it is prevented from providing benefits and/or services to the Development or the Property because of typical force majeure reasons (e.g. war, flood, fire, labor dispute, supply shortage, act of God, natural disaster, etc.), because of budgetary constraints, or

because any person or entity shall assert a right which prevents delivery of such benefits and/or services.

(ii) Special Assessments, Special Charges and Fees. Notwithstanding paragraph (a)(i), or any future property tax exempt status of the Property, Developer understands that the Development and the Property will be subject to applicable special assessments, special charges, and special taxes as defined in Wis. Stat. § 74.01 (and as also referred to in Wis. Stat. Ch. 66) and fees charged by the City in the same manner that such special assessments, special charges, special taxes, and fees are charged for similar services and/or undertakings to commercial development and property within the City. This provision shall not affect the City's powers, consistent with the law, to determine the services and benefits (other than those typically covered by the property tax) that shall be provided to the Development and the Property and/or similarly situated property pursuant to this paragraph (a)(ii). Nothing contained herein shall preclude Developer or its successors and assigns from appealing, as provided by law, the imposition of such special assessments, special charges, special taxes, or fees by the City.

(b) PILOT Payments.

(i) Calculations. The parties have determined that the Property will be receiving benefits equal to the amount that would be levied as the annual general property tax upon the real and personal property were it not exempt from taxation. In recognition of those services and benefits covered by paragraph (a)(i) of this Agreement, beginning in the year the Property or any portion thereof becomes exempt from property tax, and so long as the Property or any portion thereof continues to be exempt, in whole or in part, under Wis. Stat. § 70.11, or other statutory provision, Developer or its successors and assigns shall pay the City an annual PILOT Payment for the Property or the portion thereof which is exempt for each calendar year; provided, however, that the foregoing shall not apply with respect to any portion of the Property that becomes exempt by virtue of a conveyance to the City. The method to be used in determining the PILOT, shall be the Value for that tax year determined by City's Assessor times the Total Property Tax Rate for the tax year.

(ii) Payment Due Date. PILOT Payments for the year in which the Property or a portion thereof becomes exempt and subsequent years shall be due and payable: (1) in full on or before January 31 of the year following the calendar year for which the PILOT Payment was calculated; or (2) if Developer or its successor(s) or assign(s) elects to pay in installments, according to the following schedule: one-tenth of the PILOT Payment by the last day of each month for the first 10 months in the year following the calendar year for which the particular PILOT Payment was calculated. Developer or its successor(s) or assign(s) shall be deemed to have elected to pay the PILOT Payment in installments by making the first full installment payment on or before January 31 in the respective year in which the PILOT Payment is due.

(iii) Use. The City may use and expend PILOT Payments hereunder in such manner and for such purposes the City desires.

(iv) Mandatory Payment for Services to Offset PILOT Payment. Notwithstanding anything herein to the contrary, if the State of Wisconsin enacts a mandatory

payment for municipal services to be paid by owners of property exempt from general property tax or similarly situated owners of exempt property, PILOT Payments shall be reduced dollar for dollar by any such mandatory payment paid by Developer or its successors or assigns to the City.

(c) Exempt Status. Nothing in this Agreement shall be construed as granting tax-exempt status on the Developer or the Property. If Developer qualifies for tax-exempt status under Wisconsin law, it is the Developer's obligation to apply for tax-exempt status. At such time that Developer is granted tax exempt status pursuant to Wis. Stat. § 70.11, or other statutory provision, Developer shall then make PILOT Payments pursuant to this Agreement. No PILOT Payment under this Agreement is due from Developer until such time that the Property, or a portion thereof, is deemed to be exempt from payment of property taxes pursuant to Wis. Stat. § 70.11, or other statutory provision. The City Assessor's Office may review the Property's exempt status under Wis. Stat. § 70.11, or other applicable statutory provision from time to time with the respective January 1 dates being the reference dates for those exemption reviews. If the City, as a result of those reviews or otherwise, determines that all or any portion of the Property no longer qualifies (or does not qualify) for exemption from property tax: (1) the City will provide notice of such determination to Developer or its successor(s) or assign(s); (2) this Agreement shall be suspended with respect to any years and, if applicable, with respect to any portions of the Property for which exemption no longer applies; (3) if PILOT Payments have been erroneously made for such tax years, City shall promptly refund such PILOT Payments, or, at the option of the City, offset such PILOT Payments against any property taxes due, or to become due, from Developer or its successor(s) or assign(s), in which case the City will treat such offset as having been made under protest; and (4) the Property, or any portion thereof which does not qualify for exemption, shall be placed on the property tax rolls for all years for which whole or partial exemption has been determined not to apply. If Developer or its successor(s) or assign(s) disagree with the City's determination that the Property or any part thereof no longer qualifies for tax exemption, Developer or its successor(s) or assign(s) may challenge such determination by following the procedure set forth in Wis. Stat. § 74.35 or as otherwise provided by law.

Notwithstanding anything to the contrary contained herein, OWNER acknowledges that it is or may be bound by the reporting requirement, in the Wis. Stat. § 70.11 preamble, and that under Wis. Stat. § 70.109: exemptions are strictly construed; it is presumed that property is taxable; and the burden is on the person claiming exemption. Developer, on its behalf and that of its successors and assigns, also acknowledges that if it leases, or otherwise allows another person to use and/or occupy, all or a portion of the Property, such use may affect the Property's exempt status. See, e.g. the preamble of Wis. Stat. § 70.11, Wis. Stat. § 70.1105, and Deutsches Land, Inc. v. City of Glendale, 225 Wis. 2d 70, 591 N.W.2d 583 (1999). For example, if Developer is exempt but only uses and occupies 90% of the Property for exempt purposes and leases the other 10% of the Property to a for-profit, nonexempt entity, and if the assessor applies a

square footage, taxed in part analysis, the Property is to be taxed on a 10% basis and exempt on a 90% basis and the PILOT Payment would have to be paid on the 90% portion.

(d) Successors And Assigns. All of the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

(e) Term. This PILOT Agreement shall remain in effect in perpetuity absent the occurrence of any of the following potential termination condition(s) event(s). This Agreement shall terminate effective on the December 31 of the year immediately prior to the year during which the City Assessor concludes that as of or prior to the determination date any of the following events has occurred:

(1) Enactment by the State of Wisconsin of a mandatory payment for municipal services by owners of property exempt from the general property tax or similarly situated owners of exempt property; and/or

(2) Repeal by the State of Wisconsin of the property tax exemption for the Property and other similarly situated property.

29. Obligations of the Developer. The Developer, or its successors and assigns, shall be obligated to maintain in good condition and repair, and replace as necessary, all of the following, if any, that are required and approved as part of the Development: (a) roadside sidewalks (including snow and ice removal); (b) pedestrian and bike paths and appurtenances to such paths, including without limitation any signage and bollards; (c) monument and entrance signs; (d) roadside bollards; and (e) all landscaping and related elements (except those on private lots), including street trees, open areas and stormwater facilities. Such obligations shall be memorialized in one or more documents that shall be recorded against the Property. The documents memorializing such obligations shall specify that, if at any time the Developer does not exist or fails to satisfy its obligations, all owners of the Property shall be jointly and severally liable, with rights of contribution, for such responsibilities. The documents memorializing such obligations shall be subject to review and approval of the City, and the provisions requiring the foregoing may not be amended without the prior written approval of the City.

30. [Intentionally Deleted].

31. Stormwater Best Management Practices Maintenance Agreement. The Developer and the City shall enter into an agreement as described below to ensure that the Development's stormwater facilities are maintained to meet or exceed the standards to which they were constructed so that, in the future, the stormwater facilities continue to accommodate the appropriate volume and manage flow through and within the Development and meet applicable performance standards for storage and release. Accordingly, the following requirements are applicable to the Development:

(a) All stormwater drainage and storage facilities, including detention basins and ponds (whether one or more), shall be maintained and cared for by the Developer until such

time as the Developer passes control of the stormwater elements of the Development and responsibility for maintenance of such stormwater elements to the Association, at which time such responsibility shall pass to the Association. In the event that the Developer transfers any portion of the Development prior to the construction, installation and approval of any required stormwater facilities, the Developer shall be released from responsibility for the installation and maintenance of the stormwater facilities only upon the City's approval, in its sole discretion, of the form of the successor in interest's assumption of the Developer's responsibilities under this Agreement; however, the transferee shall be jointly and severally responsible with the Developer until the completion of the construction, installation and approval of such facilities.

(b) The following minimum standards for future care and maintenance of the stormwater drainage and storage facilities, including detention basins and ponds (whether one or more), shall be adhered to by Developer and Developer's assigns and successors in interest:

(i) Provide normal and customary cleaning and maintenance to the detention basins and ponds (whether one or more) located in the Development including, but not be limited to, weed and algae control, dam stabilization, emergency overflow, outlet structure (including trash rack), dredging and biological control.

(ii) Dredging of the storm water facilities shall require permits and approvals under Wisconsin Statutes Section 30.20 to remove materials from the bed of a pond ultimately connected to Lake Michigan from the DNR.

(iii) All weed, algae and other biological control utilizing chemical treatments shall be made consistent with the regulatory requirements that apply to the use of EPA/State Registered Chemicals in detention basins and ponds or lakes and regulations of the DNR. With few exceptions, a permit must be filed with, and approved by, the DNR prior to chemical treatment. In certain circumstances, a representative of the DNR will monitor or supervise the chemical treatment. Developer should contact the DNR for additional information.

(iv) All detention basins and ponds shall be certified by a licensed professional engineer or land surveyor as a condition of the issuance of a final certificate of occupancy. To assure compliance with the approved plans, the Developer shall recertify the detention basins and ponds (whether one or more) as a condition of transferring ownership to the Development, if such transfer occurs prior to final occupancy. Developer understands that City regulations presently require recertification every five years.

(v) Initial certification of the detention basins and pond (whether one or more) shall be submitted with an as-built record drawing.

(vi) All detention basins and ponds shall be inspected in compliance with the inspection report form supplied by the City. Any deficiencies shall be corrected immediately. A copy of the report form, including but not limited to photographs or diagrams of the deficiency and corrections with the certification shall be provided to the Association, and any other assigns and successors in interest of the Developer, and shall be promptly submitted to the City Engineer for review and approval. Specific areas shall include, but not be limited to:

- Bio-retention facility
- Pond containment berms are stable and free of animal burrowing
- Detention storage volume
- Erosion
- Vegetative cover
- Sediment accumulation
- Trash rack/culvert functions
- Outlet flow
- High water level
- Water surface elevation at time of survey
- Normal pond water level
- Emergency overflow

(vii) To guarantee performance of all of the foregoing obligations concerning the private stormwater drainage and storage facilities, including detention basins and ponds, the Developer shall, in accordance with Section 58-677(b) of the Code, deposit a performance bond, letter of credit or cash deposit (the “Stormwater Guarantee”) to guarantee the good faith execution of the approved control plan and any permit conditions. The Stormwater Guarantee shall be in an amount equal to 125% of the estimated cost of construction and maintenance of the storm water management practices. The City will release the portion of the Stormwater Guarantee less any costs incurred by the City to complete installation of the facilities at upon submission of a certification in accordance with subsection (iv) above.

(viii) Not less than 90 days prior to the final expiration of the Developer’s Stormwater Guarantee obligations, or at such time as the Developer shall convey the outlots or common areas in or on which are located the stormwater drainage and storage facilities, including detention basins and ponds, to the Association or other assigns or successors in interest, whichever is later, the Developer shall have the detention basins and ponds recertified as described above.

(ix) At any time in the future, if, in the opinion of the City, either the Developer (in keeping with the limitations upon its responsibility as expressed in this Section), the Association or any other assigns or successors in interest, shall fail to install or maintain the stormwater drainage and storage facilities, including detention basins and ponds, the City, at its option, may give the Developer, the Association or other assigns or successors in interest, as may be interested, written notice requiring any or all of them within 30 days of the date of notice, to cure the failure and to maintain and to provide the required care. If the notified party fails to comply with the demands of the notice, the City shall have the right, but not the obligation, to perform the work necessary to correct the deficiency, and to charge the cost of such work, including administrative charges, to the Developer, the Association or other assigns and successors in interest, or any combination of them, by drawing upon the Stormwater Guarantee and/or by imposing such charge as a special charge for services pursuant to Wisconsin Statutes Section 66.0627. If such charge is not promptly paid by the party to whom the charges were invoiced, the charges shall constitute a lien and special charge on the applicable property (whether one or more). The City may also draw on the Stormwater Guarantee upon the occurrence of an Event of Default, as defined below.

(x) The City Engineer has the authority to stop work, amend or alter remediation measures to the detention basins and ponds. Failure to comply will result in the issuance of a municipal citation with a forfeiture as prescribed by law, an action for injunction or mandatory injunction, or any combination of remedies. Each day a violation exists shall constitute a separate offense.

(xi) The Developer shall be responsible for recertifying the detention basins and ponds as and when required under the Code, to correct all deficiencies in such facilities and to comply with all other provisions of the Code related to such facilities.

(xii) The agreement and all of its covenants are and shall be covenants running with the land, and shall encumber the Development, and shall bind the Developer and its heirs, personal representatives, successors and assigns, including without limitation the Association. The agreement shall specifically include this language and shall not be incorporated by reference. The agreement shall be recorded with the Ozaukee County Register of Deeds.

32. Additional Covenants, Conditions and Restrictions. Prior to Final Plat approval, the Developer shall record the following additional covenants, conditions and restrictions against the Property (the “Covenants”). The Covenants shall be subject to review and approval by the City. The Covenants shall:

(a) Prohibit, without the express written consent from the City Engineer and approval by the Planning Commission, future property owners from (1) removing any berms, landscaping or amenities installed on the Development as a condition of landscaping, open space, grading or drainage plans, and (2) placing landscape features, berms or plantings which disrupt flow of run-off in drainage ways or courses approved as a condition of the grading and drainage plans.

(b) [Intentionally Deleted].

OBLIGATIONS OF BUILDER/LOT OWNER

33. Compliance with Grading Plan. Any person who constructs a building in the Development shall be responsible for siting the principal building and rough and fine grading the building pad to comply with the master grading plan.

34. Sump Pump Discharge and Roof Drainage Plan. If applicable, any person who constructs a building in the Development shall submit, at the time of architectural review and approval, a sump pump discharge and roof drainage plan in accordance with Storm Water Management Plan approved by the City Engineer.

35. Impact Fees. The City will assess impact fees pursuant to Sections 58-138 et seq. of the Code. Such impact fees shall be paid by the Developer or the purchaser of the lot prior to obtaining a building permit. The City retains the right to amend and modify its impact fee ordinance, the methodology by which impact fees are calculated or the numerical component

values of the impact fee calculation in the future. The impact fees payable shall be based upon the impact fee calculation in effect at the time of the issuance of any building permit.

Developer further understands and agrees that the City is exploring a new park and open space impact fee which is intended to expand on walking trails in the Ulao Creek neighborhood that would tie into the trails proposed in the Development. As a benefit to the Development, Developer agrees to pay this impact fee once established for the Development.

36. Sanitary Sewer Laterals. If the Development is served by public sewer, lateral locations shall not deviate from the approved plan unless first approved by the City.

WARRANTIES AND INDEMNIFICATIONS

37. Warranty of the Public Improvements. All of the Public Improvements shall be warranted against defects due to faulty materials or workmanship which appear within one year from the date of the City's acceptance of the dedication, and Developer shall assign to the City applicable contractor warranties for the Public Improvements. If any defect should appear during the warranty period, the City shall first seek to enforce any applicable contractor warranty; however, the Developer guarantees the Public Improvements and shall indemnify the City to the extent of any default or failure of any contractor to honor the warranty. The Developer guarantees each repair or replacement performed pursuant to this paragraph for one year from completion. This warranty survives any provision of this Agreement that purports to discharge or release the Developer.

38. Environmental Indemnification. The Developer shall indemnify, defend and hold the City and its officers harmless from any and all claims, demands, causes of action, losses, damages, and liabilities asserted against the City or its officers, together with related costs and expenses (including reasonable attorneys', consultants' and experts' fees, costs and expenses) that arise as a result of the presence or suspected presence in or on the real property dedicated or conveyed to the City by, under, pursuant to, or in connection with the Final Plat or this Agreement including, but not limited to street rights of way, of any toxic or hazardous substances arising from any activity occurring prior to the acceptance of dedication of the Public Improvements. Without limiting the generality of the foregoing, the indemnification by Developer shall include costs incurred in connection with any site investigation or any remedial, removal or restoration work required by any local, state, or federal agencies because of the presence or suspected presence of toxic or hazardous substances in, on or under the real property, whether in the soil, groundwater, air or any other receptor. The City will notify the Developer of the discovery of any contamination or of any facts or circumstances that reasonably indicate that such contamination may exist in, on or under the real property. Following notification to Developer that contamination may exist, the City shall make reasonable accommodations to allow the Developer to examine the real property and conduct such clean-up operations as may be required by appropriate local, state or federal agencies to comply with applicable laws. This indemnification survives any provision of this Agreement that purports to discharge or release the Developer.

39. Claims by Third Parties. The Developer shall indemnify, defend and hold the City and its officers harmless from any and all claims, demands, causes of action, losses, damages, and

liabilities asserted against the City or its officers, together with related costs and expenses (including reasonable attorneys', consultants' and experts' fees, costs and expenses) brought in connection with any damage suffered by third parties, including personal injury or property loss, resulting from construction of the Improvements or the Development regardless of any asserted negligence of the City asserted in connection with inspection of work performed or materials supplied by or on behalf of the Developer or its contractors, subcontractors or agents. This indemnification survives any provision of this Agreement that purports to discharge or release the Developer.

40. Street Damage. The Developer shall be responsible for all damage done to streets within the City, street landscaping, street trees, curbs, utilities, light poles and other property of the City as a result of construction activities associated with the Development, including without limitation street damage as a result of excessive hauling operations or installation of the Improvements; provided, however, Developer shall not be responsible for any damage not caused by Developer or Developer's agents or for any damage the result of ordinary wear and tear. This covenant survives any provision of this Agreement that purports to discharge or release the Developer.

FINANCIAL OBLIGATIONS

41. Costs Incurred by the City. The Developer will pay all reasonable costs incurred by the City in connection with the Development, including without limitation costs of attorneys, landscape architects, outside engineers and other consultants and costs regularly charged by the City for its staff's time and materials used in (a) reviewing and approving the Plans (including without limitation engineering and landscaping plans), (b) inspecting the construction and/or installation of the Improvements, (c) installing street signs, and (d) reviewing and approving record drawings for City files. The Developer will also pay any other costs that may be incurred by the City in connection with the installation of the Improvements. Costs will include the costs of labor, equipment, materials, engineering, inspection and overhead costs incidental to the Improvements. The City will send invoices for the costs to the Developer periodically, as costs are incurred or as the Improvements are completed. The Developer will pay the City's invoices within 30 days after the date sent by the City. The City may, in its discretion, add a late payment charge of 1.5% per month, computed from the date of the original invoice until paid, for any amount not paid when due.

42. Special Assessments. No special assessments are contemplated in connection with the Development.

43. Streetlights. The Developer shall be responsible for the cost of installation for streetlights of a design selected by the City, which will be utilized throughout the Ula Creek neighborhood.

44. Landscaping Completion Letter of Credit. The Developer shall, if landscaping has not been installed prior to issuance of a temporary or final certificate of occupancy, provide to the City a letter of credit in an amount equal to 125% of such costs (to establish such costs, the Developer shall provide to the City bids, contracts or other evidence sufficient, in the sole opinion

of the City, to demonstrate the cost of completing such work, including the costs of labor and materials). The letter of credit shall be issued by a local financial institution on the International Chamber of Commerce form or its equivalent. The form and content shall be acceptable to the City Attorney. The Developer shall pay all costs of completing the work, including with limitation labor, material and costs regularly charged by the City for its staff's time. If the work is not completed to the satisfaction of the City on or before June 30 of the year following issuance of a temporary or final certificate of occupancy, or upon the occurrence of an Event of Default, as defined below, the City may draw on demand the full amount of the letter of credit to defray the costs of finishing the work. The City shall hold such funds and apply them as costs are incurred. The City shall refund the balance, if any, after the work is completed. If the funds are inadequate to defray the costs, the Developer shall owe the balance to the City.

45. Landscaping Survival Letter of Credit. The Developer shall, prior to the issuance of a temporary or final certificate of occupancy, provide to the City a letter of credit in an amount equal to 25% of the costs of labor and materials in installing landscaping and hardscape amenities (excluding street trees and any other landscaping that is a Public Improvement). Such costs shall be determined by the City based on its review of the Developer's contracts and paid receipts. The letter of credit shall insure the cost of labor and materials to replace landscaping that dies within three years of installation. The letter of credit shall be issued by a local financial institution on the International Chamber of Commerce form or its equivalent. The form and content shall be acceptable to the City Attorney. The Developer or its assign shall pay all costs of replacing any dead or dying landscaping. If the responsible person fails to replace such landscaping within 30 days of demand, or upon the occurrence of an Event of Default, as defined below, the City may replace the landscaping and draw on the letter of credit on demand for the cost of the work, including without limitation labor, material and costs regularly charged by the City for its staff's time. If the letter of credit is inadequate to defray the costs, the Developer shall owe the balance to the City.

46. Street Tree Survival Guarantee. The Developer shall, prior to issuance of a temporary or final certificate of occupancy, provide to the City a performance bond, letter of credit or cash deposit in an amount equal to 25% of the costs of labor and materials in installing street trees and any other landscaping that is a Public Improvement. Such costs shall be determined by the City based its review of the Developer's contracts and paid receipts or as otherwise required by Wisconsin Statutes Section 236.13. The letter of credit shall insure the cost of labor and materials to replace such landscaping that dies within 14 months of installation. The letter of credit shall be issued by a local financial institution on the International Chamber of Commerce form or its equivalent. The form and content shall be acceptable to the City Attorney. The Developer or its assign shall pay all costs of replacing any dead or dying landscaping. If the responsible person fails to replace such landscaping within 30 days of demand, or upon the occurrence of an Event of Default, as defined below, the City may replace the landscaping and draw on the letter of credit on demand for the cost of the work, including without limitation labor, material and costs regularly charged by the City for its staff's time. If the letter of credit is inadequate to defray the costs, the Developer shall owe the balance to the City.

47. [Intentionally Deleted].

48. Street Wear Financial Guarantee. Prior to commencement of any construction activity, the Developer shall provide to the City a performance bond, letter of credit or cash deposit in an amount equal to \$1,000 per lot or unit in the Development (the “Street Wear Financial Guarantee”). The Street Wear Financial Guarantee is to provide security for compensation to the City for wear and tear and accelerated deterioration of the City’s streets as a result of infrastructure improvement associated with the hauling of stone and asphalt attributable to the Development. Wear and tear shall be determined as described above. The form and content of the Street Wear Financial Guarantee shall be acceptable to the City Attorney. If the Street Wear Financial Guarantee is in the form of a letter of credit, the requirements shall be substantially similar to the requirements of other letters of credit provided in this Agreement. If the Developer does not make the repairs as and when required, but in any event on or before the 60th day after written demand from the City, or upon the occurrence of an Event of Default, as defined below, the City may draw on demand the full amount of the Street Wear Financial Guarantee to defray the costs of the street repairs, including without limitation labor, material and costs regularly charged by the City for its staff’s time for inspections, shouldering, streets, curbs, gutters, failures, base repairs, defects and utility adjustments. The City shall hold such funds and apply them as costs are incurred. The City shall refund the balance, if any, after the work is completed. If the funds are inadequate to defray the costs, the Developer shall owe the balance to the City.

49. Stormwater Guarantee. The Developer shall provide the Stormwater Guarantee, as defined above, prior to the commencement of any construction activities. The form and content of the Stormwater Guarantee shall be acceptable to the City Attorney. If the Stormwater Guarantee is in the form of a letter of credit, the requirements shall be substantially similar to the requirements of other letters of credit provided in this Agreement.

50. Public Sanitary Sewer System Connection Charge. If the Developer is required to connect the Development to the public sanitary sewer system, the Developer shall pay a sewer connection charge to the City in accordance with the requirements of Section 58-640 of the Code prior to the issuance of a temporary or final certificate of occupancy.

51. Developer’s Election. To the extent that any letter of credit required by this Agreement shall be determined to be for a public improvement, as that term is used in Wisconsin Statutes Section 236.13(2)(am), this Agreement constitutes the Developer’s election to use a letter of credit under Wisconsin Statutes Section 236.13(2)(am)1m.a.

52. Maintenance of Guarantees. Unless otherwise specified in this Agreement or state statutes, letters of credit and other financial guarantees shall be maintained for the periods required by the Code. The Developer shall provide any renewal of any letter of credit to the City prior to its expiration. Failure to do so shall be an Event of Default without notice.

CSM APPROVAL; DEDICATION; RELEASE; OUTLOT & SIGNAGE

53. Dedication. Title to the Public Improvements, together with the land on which they are located, unless located within a dedicated easement, shall be dedicated and given in fee simple by the fee simple owner to the City, as provided by Wisconsin law, and without recourse, and free and clear of all liens, claims and encumbrances. In the event that Public Improvements are

constructed after CSM recording, Developer shall cause the fee simple owner of such property on which the Public Improvements are located to execute a transfer/dedication document for such Public Improvements in the form reasonably required by the City.

54. Continuing Obligations through Dedication. The Developer shall not be released or discharged from its obligations under this Agreement until final inspection and certification of all the Improvements has been made by the City Engineer in writing, and the Improvements have been approved and their dedication accepted by the City.

55. Outlot and Signage. As part of the Development, Developer agrees to improve the outlot (approximately .3677 acres) at the southeast corner of the Property as a passive use park with a public sidewalk loop. Developer shall be responsible for the installation and maintenance of all landscaping, paths, and walks within the outlot as shown on the approved Plans except as provided below. Developer shall also grant a permanent easement, in a form approved by the City Attorney, to the City for the purposes of erecting and maintaining an entryway sign and associated landscaping (e.g., “Welcome to Mequon”) on the outlot. The cost of installing and maintaining the sign and its associated landscaping shall be borne by the City.

DEFAULTS

56. Events of Default. The occurrence of any of the following shall constitute an “Event of Default”:

(a) Payments. The Developer fails to pay any amounts payable under this Agreement to the City within five (5) business days after receipt of notice from City when due.

(b) Non-Monetary. The Developer fails to observe or perform as and when required or breaches any of the covenants or agreements contained in this Agreement and, except as described below, such failure continues for 15 days after notice from the City of the failure (except as described for letters of credit). The City shall not be required to provide notice, or may shorten or eliminate the 15-day cure period, if the City determines in its discretion that the failure constitutes an imminent danger to health or safety or would constitute such an imminent danger in less than 15 days. The City may, in its sole discretion, provide in the notice for a cure period of longer than 15 days if the City determines that such longer cure period is warranted.

(c) Bankruptcy and Similar Actions. The Developer (i) is liquidated or ceases to exist; (ii) makes a general assignment for the benefit of creditors; (iii) admits in writing its, his or her inability to pay debts as they become due; (iv) files a petition by which it, he or she becomes the subject of bankruptcy or insolvency proceedings; (v) is adjudicated bankrupt or insolvent; (vi) files a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation; (vii) files an answer admitting or fails to contest the material allegations of a petition against it, him or her in any such proceeding; or (viii) seeks, consents to or acquiesces in the appointment of any trustee, receiver or liquidator for the Developer or the Development.

(d) Creditors' Actions. Any involuntary proceeding is filed against the Developer that seeks any reorganization, bankruptcy, arrangement, composition, readjustments, liquidation, dissolution, receivership or similar relief under any present or future statute, law or regulation that is not dismissed within 120 days of the date filed.

57. Remedies. Upon the occurrence of an Event of Default, without notice other than that required above, the City may exercise any one or more of the following remedies without waiving any rights or remedies available to it:

- (a) Immediately suspend performance under this Agreement.
- (b) Issue a stop work order.
- (c) Issue citations to the extent the Event of Default constitutes a violation under any provision of the Code for which citations may be issued.
- (d) Withdraw or withhold occupancy permits for any structures in the Development.
- (e) Commence any legal or administrative action, in law or in equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the Developer under this Agreement.
- (f) Perform or have performed any work, and have supplied any necessary equipment, goods, materials and services, to complete all or any part of the Developer's work, all at the Developer's cost.
- (g) Draw any letter of credit and exercise the City's remedies under any other financial guarantee.
- (h) Exercise all other rights and remedies available to it at law or in equity,

58. Remedies Cumulative. The rights and remedies granted to the City under this Agreement are in addition to and cumulative of any other rights or remedies the City may have under the Code or state law. A delay or failure by the City in exercising any right or remedy shall not operate as a waiver of any such right or remedy or as an acquiescence of any default. No single or partial exercise of any right or remedy shall preclude any other or further exercise of a right or remedy or the exercise of any other right or remedy.

59. Attorneys' Fees. The Developer shall pay the City's costs of enforcement of this Agreement, including reasonable attorneys' fees and costs.

GENERAL PROVISIONS

60. Adequate Provision. Execution of this Agreement shall be accepted by the City as adequate provision for improvements within the meaning of Wisconsin Statutes Sections 236.01 236.13 and 236.45(1).

61. Assignment. No assignment of this Agreement by the Developer shall be effective without the prior written consent of the City, and no assignment without such consent shall relieve the Developer of its obligations under this Agreement. For the avoidance of doubt, no City consent shall be required in the event Developer (i) collaterally assigns this Agreement for the benefit of Developer's lender(s) in the form attached as Exhibit B or (ii) sells the Property or Developer's interests in the Property, provided this Agreement is assigned to and assumed by the successor owner(s).

62. Effect of Acceptance. This Agreement binds and inures to the benefit of the Developer and the City and their respective heirs, legal representatives, successors and assigns. Regardless of who prepared the original draft of this Agreement, both parties have had significant input into its terms and content and, accordingly, no presumption shall be made against the drafter.

63. Modifications. Neither this Agreement nor any provision of this Agreement may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. No waiver by either party of any failure or refusal to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

64. Partial Invalidity. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

65. Headings. The headings in this Agreement are for convenience only and do not limit or expand the terms and conditions of this Agreement.

66. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin.

67. Requirement to Commence Construction. In accordance with Section 58-635(3)(e) of the Code, if the Developer fails to commence construction within two years of approval of this Agreement, this Agreement shall be null and void.

[SIGNATURE PAGES TO FOLLOW]

Attachment: Development Agreement (RESOLUTION 3801 : Mequon Medical DA)

[CITY SIGNATURE PAGE TO DEVELOPMENT AGREEMENT]

CITY OF MEQUON

By: _____
 John Wirth
 Mayor

By: _____
 Caroline Fochs
 Clerk

STATE OF WISCONSIN)
) SS
 OZAUCREE COUNTY)

The foregoing instrument was acknowledged before me on _____
 _____, 2021, by John Wirth, Mayor of the City of Mequon.

 Name: _____
 Notary Public, Ozaukee County, Wisconsin
 My Commission (expires) (is) _____

STATE OF WISCONSIN)
) SS
 OZAUCREE COUNTY)

The foregoing instrument was acknowledged before me on _____
 _____, 2021, by Caroline Fochs, Clerk of the City of Mequon.

 Name: _____
 Notary Public, Ozaukee County, Wisconsin
 My Commission (expires) (is) _____

Approved by: _____
 Brian C. Sajdak, City Attorney

Attachment: Development Agreement (RESOLUTION 3801 : Mequon Medical DA)

[DEVELOPER SIGNATURE PAGE TO DEVELOPMENT AGREEMENT]

MEQUON MEDICAL LLC,
a Wisconsin limited liability company

By: _____
Matthew Burow, Manager

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

The foregoing instrument was acknowledged before me on _____
_____, 2021, by Matthew Burow, as Manager of Mequon Medical LLC, a
Wisconsin limited liability company.

Name: _____
Notary Public, Milwaukee County, Wisconsin
My Commission (expires) (is) _____

Attachment: Development Agreement (RESOLUTION 3801 : Mequon Medical DA)

**EXHIBIT A
to the
DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF MEQUON AND
MEQUON MEDICAL, LLC**

Legal Description

LOT 1 OF CERTIFIED SURVEY MAP NO. 4126, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR OZAUKEE COUNTY, WISCONSIN ON DECEMBER 17, 2020, AS DOCUMENT NO. 1108327, A DIVISION OF LANDS BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWN 9 NORTH, RANGE 22 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

Attachment: Development Agreement (RESOLUTION 3801 : Mequon Medical DA)

**EXHIBIT B
to the
DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF MEQUON AND
MEQUON MEDICAL, LLC**

Collateral Assignment Form

Attachment: Development Agreement (RESOLUTION 3801 : Mequon Medical DA)

COLLATERAL ASSIGNMENT OF DEVELOPER'S AGREEMENT

THIS COLLATERAL ASSIGNMENT OF DEVELOPER'S AGREEMENT ("Assignment"), dated as of January 27, 2021, is executed by **MEQUON MEDICAL, LLC**, a Wisconsin limited liability company ("Borrower") in favor of **ASSOCIATED LENDER, NATIONAL ASSOCIATION**, a national banking association, its successors and assigns ("Lender").

WHEREAS, Lender has agreed to make a loan to Borrower in the stated principal amount of Eight Million Four Hundred Thirty-Eight Thousand Nine Hundred Eighty-Four and No/100 Dollars (\$8,438,984.00) ("Loan"), or so much thereof as may be advanced pursuant to that certain Construction Loan Agreement dated as of the date hereof between Borrower and Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Loan Agreement") and evidenced by that certain Promissory Note dated as of the date hereof made by Borrower to Lender in the maximum principal amount of Eight Million Four Hundred Thirty-Eight Thousand Nine Hundred Eighty-Four and No/100 Dollars (\$8,438,984.00) as the same may be amended, restated, replaced, extended, renewed, supplemented or otherwise modified from time to time ("Note"); and

WHEREAS, the Loan will facilitate Borrower's development of a 29,896 square foot single story medical office building ("Project") in the City of Mequon, a municipal corporation of the State of Wisconsin ("City"); and

WHEREAS, the City and Borrower intend to enter into that certain Developer's Agreement to be dated not later than February 28, 2021 ("Development Agreement"); and

WHEREAS, the Development Agreement sets forth certain requirements of Borrower relating to the development of the Project; and

WHEREAS, as a condition to advances under the Loan Agreement, Lender has required this Assignment; and

WHEREAS, capitalized terms used herein but not defined herein shall have the meanings provided in the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Pledge; Assignment; Grant of Security Interest. Borrower hereby assigns and pledges to Lender a security interest in all of Borrower's right, title and interest in and to the following ("Collateral"):

- a. The Development Agreement, and all amendments thereto and all related documents;

- b. All of Borrower's and/or Borrower's rights under the Development Agreement;
- c. All proceeds of the foregoing, if any;

as security for Borrower's obligations under the Loan Agreement, the Note and all other Loan Documents (collectively, "Indebtedness").

2. Reserved.

3. Warranties of Borrower. Except as Borrower otherwise notifies Lender in writing, the Development Agreement shall at all times, upon and after execution, be in full force and effect, subject only to those contingencies or conditions as are expressly set forth in the Development Agreement. Borrower is the owner of the Collateral and no other person (other than Lender or City as provided in the Development Agreement) has any right, title, claim or interest in, against or to the Collateral. There are no restrictions upon the transfer of the Collateral, and Borrower has the absolute and unconditional right to assign, pledge and grant a security interest in the Collateral.

4. Covenants of Borrower. Borrower shall do all acts that may be necessary to maintain, preserve and protect the Collateral and Lender's interests in the Collateral. Without limitation of the foregoing, Borrower shall (a) comply, in all material respects, with all of its obligations under the Development Agreement, (b) enforce, in all material respects, its rights under the Development Agreement against the City, and (c) not amend, modify, terminate or otherwise reduce the value of the Development Agreement. Borrower shall not seek nor accept any prepayment of any obligation by the City under the Collateral without Lender's express prior written consent.

5. Rights of the City. Lender's rights in the Collateral shall be subject to the City's rights therein.

6. Default and Remedies. An event of default by Borrower (each an "Event of Default") shall be deemed to have occurred under this Assignment upon the occurrence of (i) any monetary default hereunder or any default hereunder involving payment or delivery of any Collateral to Borrower or any other party (other than transfers to Lender, transfers to the City to the extent the City is entitled to such Collateral and transfers to any other party(ies) as permitted under the Loan Agreement), which is not cured within ten (10) days of written notice from Lender to Borrower or Borrower, or (ii) any other default hereunder by Borrower of any of the covenants, agreements, representations, warranties or other provisions hereof that is not cured within thirty (30) days of written notice from Lender to Borrower or Borrower, or (iii) any Event of Default under the Loan Agreement, or (iv) any event of default or default under any other Loan Document. Upon the occurrence of an Event of Default which is continuing, the

Indebtedness shall become due and payable and Lender may, without notice to or demand on Borrower or Borrower, in addition to all other rights of Lender hereunder, under the Loan Agreement and under the other Loan Documents or provided by law:

- a. foreclose or otherwise enforce Lender's rights hereunder;
- b. receive for its own account all payments contemplated by the Development Agreement and other proceeds of the Collateral, if any;
- c. recover from Borrower and Borrower all costs and expenses, including, without limitation, reasonable attorney's fees incurred or paid by Lender in exercising any right, power or remedy provided by this Assignment or by law;
- d. perform any of Borrower's agreements set forth in this Assignment; and
- e. exercise any other rights and remedies with respect to the Collateral of a secured party under the Uniform Commercial Code of the State of Wisconsin.

Written notice sent to Borrower or Borrower c/o Borrower's address contained in the Loan Agreement at least ten (10) calendar days (counting the day of mailing) before the day of disposition of the Collateral is reasonable notice.

7. Cumulative Rights. The rights, powers and remedies of Lender under this Assignment shall be in addition to all rights, powers and remedies given to Lender under the Loan Agreement, the other Loan Documents, any other agreement or by virtue of any statute or rule of law. Any of the rights, powers and remedies in this Assignment or otherwise shall be cumulative and may be exercised successively or concurrently without impairing Lender's interest in the Collateral.

8. Waiver. Any forbearance by Lender in exercising any right, power or remedy shall not preclude the further exercise thereof, and every right, power or remedy of Lender shall continue in full force and effect until such right, power or remedy is specifically waived in a writing executed by Lender. Borrower waives any right to require Lender to proceed against any person or to exhaust any Collateral or to pursue any remedy in Lender's power.

9. Applicable Law. This Assignment is executed in Wisconsin and shall be governed by and construed under the laws of the State of Wisconsin.

10. Further Assurances. Borrower agrees that it will cooperate with Lender, and will execute and deliver, or cause to be executed and delivered, all such other powers, instruments and documents, and will take all such other action, as Lender may reasonably request from time

to time in order to carry out the provisions and intent hereof.

11. Assignment. This Agreement is binding upon the Borrower and its grantees, optionees, successors, and permitted assigns. Borrower may, upon written notice to the City but with the City's consent, assign its rights, interests, duties and obligations under this Agreement. In addition, the Borrower may, upon written notice to the City but without the City's consent, collaterally assign its rights and interests under this Agreement to the Borrower's lender for this project. In the event that any such lender forecloses on its collateral and succeeds to ownership of the Property, then the City shall fulfill its obligations under this Agreement; provided, however, that such lender, or any party purchasing the Property at a foreclosure sale, assumes in writing all of the liabilities, duties and obligations of the Borrower under this Agreement upon taking title to the Property. Any other assignment of Borrower's rights, title, interests, duties or obligations under this Agreement made, or purporting to be made, whether in whole or in part, without the City's prior written consent shall be null and void.

12. Termination. Upon (a) payment in full of all amounts owing by Borrower, and performance of all of the obligations of Borrower, to Lender, and (b) termination of the Loan Agreement and all obligations of Lender to make any advances to Borrower, in the form of the Loan or otherwise, or to incur any expenses in connection therewith, this Assignment shall terminate.

Dated as of the date and year first above written.

BORROWER:

MEQUON MEDICAL, LLC, a Wisconsin
limited liability company

By: _____
Matthew Burow, Manager

LENDER:

**ASSOCIATED BANK, NATIONAL
ASSOCIATION**, a national banking
association

By: _____
Nicholas Bickler, Vice President

Attachment: Collateral Assignment of Development Agreement (RESOLUTION 3801 : Mequon Medical DA)

[Signature page to Collateral Assignment of Development Agreement]

This Collateral Assignment of Development Agreement is consented to by the City of Mequon as of the ____ day of February, 2021.

CITY:

CITY OF MEQUON, a Wisconsin municipal Corporation

By: _____
John M. Wirth, Mayor

ATTEST:

By: _____
Caroline Fochs, Clerk

Approved as to Form:

Brian C. Sajdak, City Attorney

Attachment: Collateral Assignment of Development Agreement (RESOLUTION 3801 : Mequon Medical DA)

[Consent to Collateral Assignment of Development Agreement]



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

www.ci.mequon.wi.us

Office of Community Development

TO: Common Council
FROM: Kim Tollefson, Director of Community Development
DATE: February 9, 2021
SUBJECT: ORDINANCE 2021-1585 An Ordinance Amending Chapter 58 of the Mequon Municipal Code to Rezone 15.3 Acres of the Property (Donges Bay School) Located at 2401 W. Donges Bay Road from R-2 (Single-Family 2-Acre) to IPS (Institutional)

Background

In connection with improvements that are being undertaken at a number of the Mequon-Thiensville School District's school buildings following the successful passage of a \$55 million facilities referendum last April, the School District is requesting rezoning approval from R-2 (Single-Family 2-Acre) to IPS (Institutional) for Donges Bay Elementary School located at 2401 W. Donges Bay Road.

Analysis

The change in zoning to IPS will allow the school to operate under the same parameters as all other public schools in the City. The Donges Bay school is currently the only public school that is not zoned IPS. The site is currently zoned R-2 (Single-Family 2-Acre). Religious institutions, schools and childcare facilities are listed as conditional uses in R-2 zoning districts. The rationale for requiring schools to be listed as a conditional use is to protect any adjacent single-family dwellings that are likely to be found in the R-2 District from development impacts. In this case, the school has been located at the site since the 1960's and predates many of the homes in the area. The rezoning to IPS (Institutional) will categorize the school as a permitted use. The IPS district has more detailed and prescriptive requirements that allow the development to expand based on clear and concise criteria.

In addition, staff has been working with the Planning Commission to change the conditional use sections within all the City's residential zoning districts. Accordingly, it is contemplated that schools will be removed as conditional uses in all zoning districts, which would then require a zoning change for Donges Bay School to remain a conforming use.

Fiscal Impact

The fiscal impact is neutral.

Recommendation

The Planning Commission recommended approval by a vote of 8-0 at its January 25, 2021 meeting.

Attachments:

Exhibit A: Zoning Map (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2021-1585

An Ordinance Amending Chapter 58 of the Mequon Municipal Code to Rezone 15.3 Acres of the Property (Donges Bay School) Located at 2401 W. Donges Bay Road from R-2 (Single-Family 2-Acre) to IPS (Institutional)

RECITALS

A. Pursuant to section 62.23(3) of the Wisconsin Statutes, the City of Mequon is required to prepare, adopt, and amend as may be necessary a comprehensive plan, as defined in Wis. Stat. §§ 66.1001(1)(a) and 66.1001(2).

B. Pursuant to this authority, the City of Mequon's Comprehensive Plan includes a Land Use Plan Map which illustrates the planned uses for all lands within the City.

C. The Planning Commission of the City of Mequon, by majority vote of the Commission on January 25, 2021, has recommended approval of a rezoning to designate the property illustrated in Exhibit A as IPS (Institutional).

D. The City of Mequon Common Council held a public hearing on this proposed rezoning at its March 9, 2021 meeting, in accordance with Sections 66.1001(4)(d) and 62.23(7)(d) of the Wisconsin Statutes.

E. Following the recommendation of the Planning Commission and the public hearing, the Common Council finds that the proposed amendment promotes the health, safety, morals, and general welfare of the City.

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

SECTION I

Following recommendation of the Planning Commission on January 25, 2021, and after due notice and hearing by the Common Council of the City of Mequon on March 9, 2021, the existing and official City of Mequon District Zoning Maps are hereby amended so as to change the zoning classification of certain properties, as described and illustrated in Exhibit A, to IPS (Institutional).

SECTION II

The terms and provisions of this ordinance are severable. Should any term of provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms

and provisions shall remain in full force and effect.

SECTION III

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

SECTION IV

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

Approved by: John Wirth, Mayor

Date Approved: February 9, 2021

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 9, 2021.

Caroline Fochs, City Clerk

Published: _____

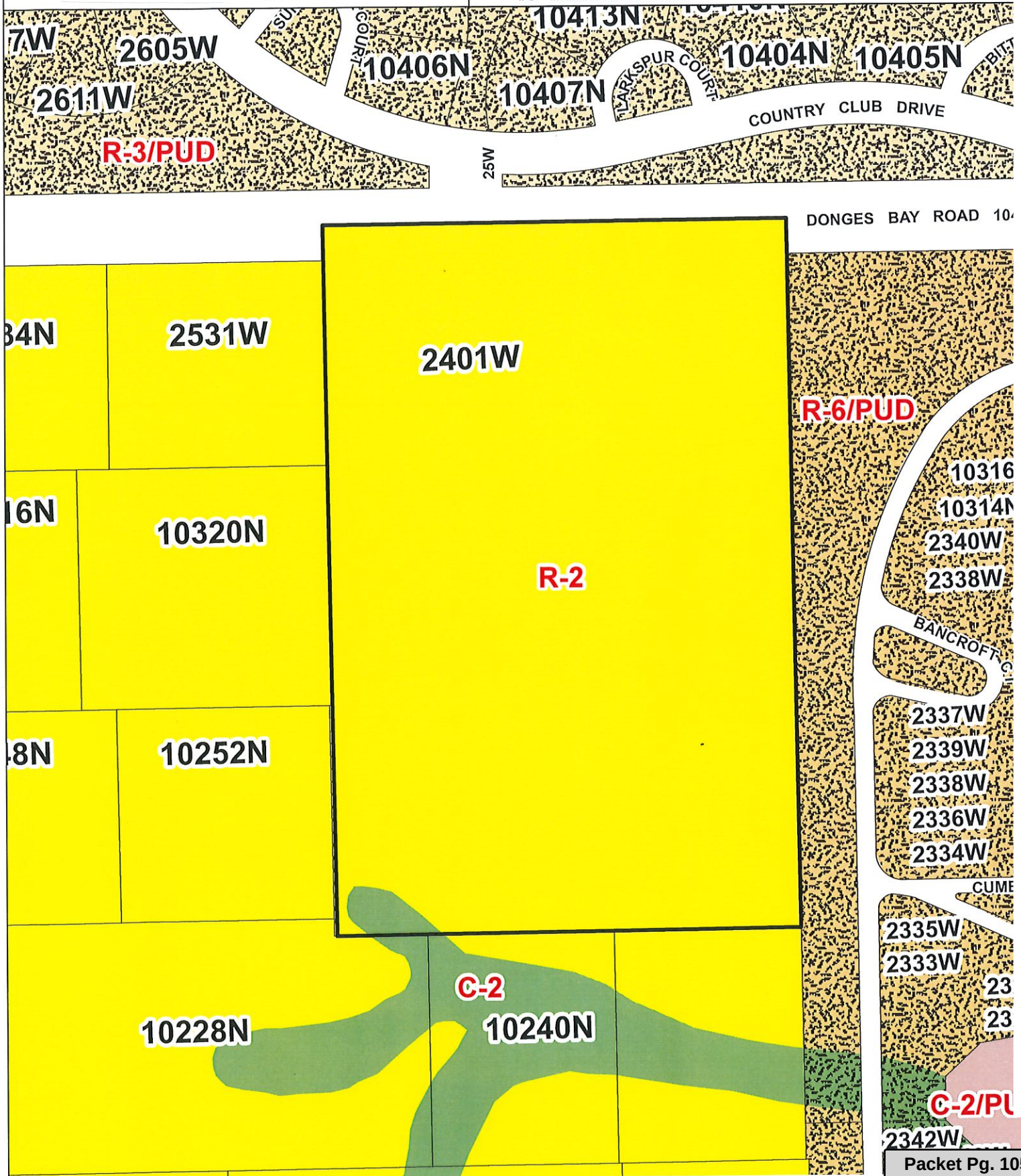
Donges Bay School

Exhibit A

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

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

4.n.1.1



Attachment: Exhibit A: Zoning Map (ORDINANCE 2021-1585 : Donges Bay School Rezoning)



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: February 9, 2021
SUBJECT: RESOLUTION 3802 A Resolution Authorizing an Amendment to a Revolving Loan Fund Agreement with the Bartolotta Restaurant Group to Extend Existing Loan Terms by Nine Months to December 1, 2021 for the Mr. B's Restaurant Located at 11120 North Cedarburg Road

Background

The Bartolotta Restaurant Group has a restaurant located in the City's Town Center (Mr. B's) that is currently a Revolving Loan Fund program recipient. The owners are requesting an extension to the loan terms from March 1, 2021 to December 1, 2021. The result is a re-amortization for a nine-month period at the current interest rate of 1.75%.

Analysis

Please see the attached review by Ozaukee County Economic Development Executive Director, Kathleen Cady-Schilling. In addition, the City's Finance Director, Kaitlyn Krueger, indicates the loan is good financial standing and payments have been made on time since the original loan was executed in 2012.

A nine-month extension to Bartolotta Restaurant Group's current loan will not negatively impact program distribution to other businesses that may be in need. During establishment of the City's Emergency Loan Fund Program in 2020, the City offered 3-month deferrals to all existing loan program recipients. Bartolotta's accepted that deferral in 2020. The City understands the impact of COVID-19 and offering support through an extension of the current loan terms is supported.

Fiscal Impact

The RLF program remains financial healthy across all loans. As noted, some of the dollars were utilized by the City to offer an Emergency Loans to local, established business at the onset of the COVID-19 pandemic in May of 2020. Over 20 business are in receipt of such emergency loans. There remains a balance of funds in the program which allows the City to offer and execute further loans under the traditional or emergency loan programs.

Recommendation

The Economic Development Board recommended approval of this extension request on January 26, 2021 by a vote of 7-0. The Finance-Personnel Committee recommendation is forthcoming on February 9, 2021.

Attachments:
OED Memo (DOCX)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3802

A Resolution Authorizing an Amendment to a Revolving Loan Fund Agreement with the Bartolotta Restaurant Group to Extend Existing Loan Terms by Nine Months to December 1, 2021 for the Mr. B's Restaurant Located at 11120 North Cedarburg Road

A. The Finance-Personnel Committee and Common Council recommended approval of an original \$150,000 revolving loan fund application for the Bartolotta Restaurant Group (BRG 11120) at their November 13, 2012 meeting.

B. The Finance-Personnel Committee and Common Council recommended approval of the terms for an extension from December 1, 2017 to December 1, 2020 to assist with rebranding and refurbishment of the restaurant.

C. In 2020, the City of Mequon provided a 3-month extension to all RLF program businesses due to the COVID 19 pandemic, extending Bartolotta Restaurant Group's loan terms to March 1, 2021.

D. The Economic Development Board recommended approval of an additional loan extension for nine (9) months to December 1, 2021, subject to all other remaining terms of the agreement, due to the continuing financial impacts of the COVID 19 pandemic.

E. The Finance-Personnel Committee recommended approval of the loan extension to December 1, 2021 to assist with the continuing financial impacts of the COVID 19 pandemic.

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

1. The Revolving Loan for the Bartolotta Restaurant Group's Mr. B's restaurant located at 11120 North Cedarburg Road is approved for an extension until December 1, 2021 pursuant to existing terms outlined therein.

2. The appropriate City officials are hereby authorized to sign and execute all necessary documents related to this loan agreement extension.

Approved by: John Wirth, Mayor

Date Approved: February 9, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 9, 2021.

Caroline Fochs, City Clerk



MEMORANDUM

TO: City of Mequon

FROM: Ozaukee Economic Development

DATE: January 15, 2021

RE: Bartolotta Restaurant Group (BRG) RLF Loan

BRG's current loan is due to balloon as of March 1, 2021. The original loan is a \$150,000 loan that was amortized over a 9.5 year period, with a 6.5 year term. (The first six months of the loan were an interest only period loan that was utilized during the expenditure period.) BRG has made its loan payments consistently each month – the only months payments were not received is during the three month deferral that was provided to all RLF loans due to COVID in April, May and June of 2020. BRG is now requesting that the balloon amount be amortized over an additional nine month period.

The COVID situation has continued to affect local restaurants reducing capacity and limiting their ability to fully maximize resources, this is especially true for fine dining establishments where takeout is not as strong of resource. BRG currently would be required to pay \$35,391.30 on March 1, 2021. If the loan is re-amortized for a 9 month period at the same interest rate they currently pay (1.75%), they would now have monthly payment of \$3569 and would finish paying off the loan as of December 1, 2021.

BRG has been a good corporate citizen in Mequon and with the difficult situation facing restaurants currently, we see no issues with this request. OED would currently recommend approval of this request.



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: February 9, 2021
SUBJECT: RESOLUTION 3803 Consideration of an Initial Resolution Regarding Industrial Development Revenue Bond Financing for Copps Industries, Inc. Project. Information with Respect to the Job Impact of the Project will be Available at the time of Consideration of the Initial Resolution

Background

Copps Industries, Inc. currently operates a facility at 10600 N. Industrial Drive in Mequon. Since 1979, Copps has manufactured and designed resins for a broad range of markets including Civil Engineering, Aggregate/Mining, Structure Adhesives, and Electrical/Electronics. Today, Copps Industries produces over 500 different products. Copps plans to utilize up to \$6,500,000 of Industrial Development Revenue Bonds (IRBs) for: the (i) acquisition of land, (ii) construction of an approximately 78,000 square foot facility, (iii) acquisition and installation of equipment at the new facility and (iv) payment of certain professional costs and costs of issuance. To assist in this effort, Copps Industries is requesting that the City of Mequon express its intention to issue IRBs to finance the project. Due to Copps Industries' timeline, the item is being placed on the Finance-Personnel Committee agenda instead of first being reviewed by the City's Economic Development Board.

Analysis

Industrial development revenue bonds are municipal bonds whose proceeds are loaned to businesses in order to finance capital investment projects. They are viewed as an economic development tool. The City's good credit rating enables the borrower - in this case, Copps Industries, an opportunity to finance its project at an interest rate lower than what would be available in the open market. Because the bonds are issued by a governmental entity, the holder of the bond may exclude the interest on the bonds from gross income for federal tax purposes.

Even though IRBs are municipal bonds, they are not general obligations of the municipality. The issuance of an IRB does not count against the City's statutory debt issuance ceiling. Additionally, the bonds will not reduce the amount of bank-qualified bonds that could be issued by the City of Mequon.

The City of Mequon will not be responsible for debt service, nor will it be liable in the case of default. Instead, Copps Industries will be responsible for paying the principal and interest on the bonds. The bond proceeds are used to finance the entire project, including land, buildings, and equipment.

Federal and state law requires that the authorization for such an industrial development revenue

bond be done in two stages: first, the consideration of an Initial Resolution by the Common Council, and second, the consideration of a final resolution by the Common Council.

The Initial Resolution is not a commitment to issue bonds, but merely evidences the City's "official intent" to issue bonds pending satisfactory negotiation of the proposed sale's terms.

The Final Resolution to be considered by the Common Council at a future meeting will be drafted and presented to the City only after negotiations for the bond issue have been completed.

Enclosed are the following documents necessary to allow the Common Council to consider the Initial Resolution on February 9, 2021:

- (1) Initial Resolution, with the form of Notice to Electors of the City of Mequon, Wisconsin, attached as Exhibit A;
- (2) Good faith fee estimate letter required under Section 66.1103 of the Wisconsin Statutes;
- (3) Notice of Public Hearing ("TEFRA" notice); and
- (4) Notice of Intent to Obtain a Municipal Industrial Revenue Bond, which contains information regarding job estimates.

As noted in the Notice of Intent, the construction project funded through the IRBs will allow Copps Industries to create 10 full-time jobs in addition to the 35 full-time employees already working at their current facility.

Fiscal Impact

An additional \$6.5 million to the City's tax base would generate approximately \$22,000 in annual real estate taxes to the City's general fund alone. There is a modest amount of staff time required to administer Copps' request for an IRB.

Recommendation

Attached is an initial resolution related to the proposed bond financing of the Copps Industries, Inc. expansion project. If approved by the Council, Copps will then apply to the State of Wisconsin for its consideration of the bonds. Should the State find Copps' application acceptable, the company will return to the City for final approval of the IRB's.

Approval of the resolution is recommended.

Attachments:

4821-8297-9543.1 TEFRA Notice - Copps Industries (DOCX)
 4813-5721-4168.1 Fee Estimate Letter - Copps Industries (DOCX)
 4821-5813-7306.1 Notice of Intent - Copps Industries (EXECUTED) (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3803

Consideration of an Initial Resolution Regarding Industrial Development Revenue Bond Financing for Copps Industries, Inc. Project. Information with Respect to the Job Impact of the Project will be Available at the time of Consideration of the Initial Resolution

RECITALS

A. Section 66.1103 of the Wisconsin Statutes (the “Act”) authorizes the City of Mequon, Wisconsin (the “Issuer”), to authorize the issuance and sale of bonds by the Issuer to construct, equip, re-equip, acquire by gift, lease or purchase, install, reconstruct, rebuild, rehabilitate, improve, supplement, replace, maintain, repair, enlarge, extend or remodel industrial projects.

B. Epoxy Properties, LLC, a Wisconsin limited liability company, and/or Copps Industries, Inc., a Wisconsin corporation, and/or a limited liability entity to be formed (collectively, the “Borrower”), desires to complete a project to be owned by the Borrower consisting of financing the (i) acquisition of land, (ii) construction of an approximately 78,000 square foot facility on Lot 1, Commerce Drive located in the Mequon Business Park in the City of Mequon, Wisconsin (the “New Facility”) to be operated by Copps Industries, Inc. to manufacture industrial epoxy adhesives and coatings, (iii) acquisition and installation of equipment at the New Facility and (iv) payment of certain professional costs and costs of issuance (collectively, the “Project”), all of which would contribute to the well-being of the City of Mequon, Wisconsin.

C. The cost of the Project is presently estimated to be \$6,500,000 and the amount proposed to be financed with one or more issues or series of tax-exempt and/or taxable industrial development revenue bonds (the “Bonds”) issued under the Act does not exceed \$6,500,000.

D. It is in the public interest of the Issuer to promote, attract, stimulate, rehabilitate and revitalize commerce, industry and manufacturing, to promote the betterment of the economy of the Issuer.

E. The Borrower has requested that the Issuer now approve an initial resolution (the “Initial Resolution”) providing for the financing of the Project in an amount not to exceed \$6,500,000.

F. The Issuer is a municipality organized and existing under and pursuant to the laws of the State of Wisconsin, and is authorized to enter into revenue agreements with eligible participants with respect to the Project whereby eligible participants agree to cause said Project to be constructed and to pay the Issuer an amount of funds sufficient to provide for the prompt payment when due of the principal and interest on said industrial development revenue bonds.

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

1. Based upon representations of the Borrower, it is the finding and determination of the Common Council that the Project is a qualified “project” within the meaning of the Act and that the Borrower is an “eligible participant” within the meaning of the Act. The Issuer shall:

(a) Finance the Project in an amount not to exceed \$6,500,000; and

(b) Issue industrial development revenue bonds in one or more series of tax-exempt and/or taxable bonds (the “Bond(s)”), in an amount not to exceed \$6,500,000 in order to finance costs of the Project.

2. The aforesaid plan of financing contemplates, and is conditioned upon, the following:

(a) The Bonds shall never constitute an indebtedness of the Issuer within the meaning of any state constitutional provision or statutory limitation;

(b) The Bonds shall not constitute or give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers;

(c) The Project shall be subject to property taxation in the same amount and to the same extent as though the Project were not financed with industrial development revenue bonds;

(d) The Borrower shall find a purchaser for all of the Bonds;

(e) The City’s out-of-pocket costs, including but not limited to legal fees and trustee’s fees, in connection with the issuance and sale of the Bonds shall be paid by the Borrower; and

(f) A notice of public hearing required by federal law for purposes of Section 147(f) of the Internal Revenue Code, as amended, shall be published in a newspaper of general circulation in the City of Mequon and a public hearing shall be held to provide interested individuals or parties the opportunity to testify as to the Project and the issuance of the Bonds.

3. The aforesaid plan of financing shall not be legally binding upon the Issuer nor be finally implemented unless and until:

(a) The details and mechanics of the same are authorized and approved by a further resolution of the Common Council which shall be solely within the discretion of the Common Council;

(b) The City Clerk shall cause notice of adoption of this Initial Resolution, in the form attached hereto as Exhibit A, to be published once in a newspaper of general circulation in the City of Mequon, and the electors of the City of Mequon shall have been given the opportunity to petition for a referendum on the matter of the aforesaid Bond issue, all as required by law;

(c) Either no such petition shall be timely filed or such petition shall have been filed and said referendum shall have approved the Bond issue;

(d) The City Clerk shall have received an employment impact estimate issued under Section 238.11 of the Wisconsin Statutes;

(e) All documents required to consummate the financing have been duly authorized and delivered; and

(f) The Issuer and the Borrower have resolved all land use and special use issues with respect to the affected property and the Project.

4. Pursuant to the Act, all requirements that the Project be subject to the contracting requirements contained in Section 66.1103 are waived, the Borrower having represented that it is able to negotiate satisfactory arrangements for completing the Project and that the Issuer's interests are not prejudiced thereby.

5. The City Clerk is directed, following adoption of this Initial Resolution (i) to publish notice of such adoption not less than one time in the official newspaper of the City of Mequon, Wisconsin, such notice to be in substantially the form attached hereto as Exhibit A and (ii) to file a copy of this Initial Resolution, together with a statement indicating the date the Notice to Electors was published, with the Wisconsin Economic Development Corporation within twenty (20) days following the date of publication of such notice.

6. This Initial Resolution is an "initial resolution" within the meaning of the Act and official action toward issuance of the Bonds for purposes of Sections 103 and 144 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder. Furthermore, it is the reasonable expectation of the Issuer that proceeds of the Bonds may be used to reimburse expenditures made on the Project prior to the issuance of the Bonds. The maximum principal amount of debt expected to be issued for the Project on the date hereof is \$6,500,000. This statement of official intent is made pursuant to Treasury Regulations §1.150-2.

Passed and adopted at a regular meeting of the Common Council of the City of Mequon, Wisconsin this 9th day of February, 2021.

APPROVED:

John Wirth, Mayor

ATTEST:

Caroline Fochs, City Clerk

EXHIBIT A

NOTICE TO ELECTORS OF THE CITY OF MEQUON, WISCONSIN

TAKE NOTICE that the Common Council of the City of Mequon, Wisconsin (the “Issuer”), at a regular meeting held on February 9, 2021, adopted an Initial Resolution pursuant to Section 66.1103 of the Wisconsin Statutes, as amended, expressing the intention to issue not to exceed \$6,500,000 of industrial development revenue bonds of the Issuer (the “Bonds”) on behalf of Epoxy Properties, LLC, a Wisconsin limited liability company, and/or Copps Industries, Inc., a Wisconsin corporation, and/or a limited liability entity to be formed (collectively, the “Borrower”). The Borrower desires to complete a project consisting of financing the (i) acquisition of land, (ii) construction of an approximately 78,000 square foot facility on Lot 1, Commerce Drive located in the Mequon Business Park in the City of Mequon, Wisconsin (the “New Facility”) to be operated by Copps Industries, Inc. to manufacture industrial epoxy adhesives and coatings, (iii) acquisition and installation of equipment at the New Facility and (iv) payment of certain professional costs and costs of issuance (collectively, the “Project”). The Borrower has represented that the net number of full-time equivalent jobs which the Project is expected to create on the Project site within three years is 10.

Pursuant to the terms of Section 66.1103 of the Wisconsin Statutes, all requirements that the Project be subject to the contracting requirements contained in Section 66.1103 are waived, the Borrower having represented that it is able to negotiate satisfactory arrangements for completing the Project and that the Issuer's interests are not prejudiced thereby.

THE BONDS SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, NOR SHALL THE BONDS GIVE RISE TO ANY PECUNIARY LIABILITY OF THE ISSUER, NOR SHALL THE BONDS BE A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE ISSUER. RATHER, THE BONDS SHALL BE PAYABLE SOLELY FROM THE REVENUES AND OTHER AMOUNTS TO BE DERIVED PURSUANT TO THE REVENUE AGREEMENT RELATING TO SAID PROJECT TO BE ENTERED INTO BETWEEN THE ISSUER AND THE BORROWER.

The Initial Resolution may be inspected in the office of the City Clerk at 11333 North Cedarburg Road, Mequon, Wisconsin, during business hours.

TAKE FURTHER NOTICE THAT THE ELECTORS OF THE CITY OF MEQUON MAY PETITION FOR A REFERENDUM ON THE QUESTION OF THE BOND ISSUE. Unless within thirty (30) days from the date of the publication of this Notice a petition signed by not less than five percent (5%) of the registered electors of the City of Mequon is filed with the City Clerk requesting a referendum on the question of the issuance of the Bonds, the Issuer will issue the Bonds without submitting the proposition for the electors’ approval. If such petition is filed as

aforesaid, then the Bonds shall not be issued until approved by a majority of the electors of the City of Mequon voting thereon at a general or special election.

Caroline Fochs, City Clerk
City of Mequon, Wisconsin

CERTIFICATION BY CITY CLERK

I, Caroline Fochs, duly sworn, hereby certify that I am the duly qualified and acting City Clerk of the City of Mequon, Wisconsin (the "City"), and as such I have in my possession, or have access to, the complete corporate records of the City and of its Common Council; that I have carefully compared the transcript attached hereto with the aforesaid records; and that said transcript attached hereto is a true, correct and complete copy of all the records in relation to the adoption of Resolution No. _____ entitled: INITIAL RESOLUTION REGARDING INDUSTRIAL DEVELOPMENT REVENUE BOND FINANCING FOR COPPS INDUSTRIES, INC. PROJECT

I hereby further certify as follows:

1. Said Initial Resolution was considered for adoption by the Common Council at a meeting held virtually on February 9, 2021. Said meeting was a _____ (*insert regular or special meeting*) of the Common Council and was held in open session.

2. Said Initial Resolution was on the agenda for said meeting and public notice thereof was given not less than twenty-four (24) hours prior to the commencement of said meeting in compliance with Section 19.84 of the Wisconsin Statutes, including, without limitation, by posting at City Hall, by notice to those news media who have filed a written request for notice of meetings, and by notice to the official newspaper of the City.

3. Said meeting was called to order by _____, who chaired the meeting. Upon roll, I noted and recorded that the following alderpersons were present:

_____	_____
_____	_____
_____	_____
_____	_____

and that the following alderpersons were absent:

_____	_____
_____	_____

I noted and recorded that a quorum was present. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was said Initial Resolution, which was introduced, and its adoption was moved by

_____ and seconded by _____. Following discussion and after all alderpersons who desired to do so had expressed their views for or against said Initial Resolution, the question was called, and upon roll being called and the continued presence of a quorum being noted, the recorded vote was as follows:

AYE:

_____	_____
_____	_____
_____	_____
_____	_____

NAY:

_____	_____
_____	_____

ABSTAINED:

_____	_____
_____	_____

Whereupon the meeting chairperson declared said Initial Resolution adopted, and I so recorded it.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the City hereto on this 9th day of February, 2021.

[SEAL]

Caroline Fochs, City Clerk

Approved by: John Wirth, Mayor

Date Approved: February 9, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 9, 2021.

Caroline Fochs, City Clerk

[HUSCH BLACKWELL LLP WILL PUBLISH NOTICE OF PUBLIC HEARING ON BEHALF OF CITY ONCE PUBLIC HEARING DATE HAS BEEN SCHEDULED; NOTICE TO BE PUBLISHED AT LEAST 7 DAYS PRIOR TO PUBLIC HEARING]

NOTICE OF PUBLIC HEARING

Notice is hereby given, in compliance with requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, that the City of Mequon, Wisconsin (the “City”), will hold a public hearing on _____, 2021 at _____ p.m., or as soon thereafter as the matter may be heard, at City Hall, 11333 North Cedarburg Road, Mequon, Wisconsin, regarding the proposed issuance of City of Mequon, Wisconsin Industrial Development Revenue Bonds, Series 2021 (Copps Industries, Inc. Project), in an aggregate amount not to exceed \$6,500,000 (the “Bonds”), pursuant to Section 66.1103 of the Wisconsin Statutes, to finance a project to be owned by Epoxy Properties, LLC, a Wisconsin limited liability company, and/or Copps Industries, Inc., a Wisconsin corporation, and/or a limited liability entity to be formed (collectively, the “Borrower”).

The Borrower’s project to be financed with the Bonds consists of the (i) acquisition of land, (ii) construction of an approximately 78,000 square foot facility on Lot 1, Commerce Drive located in the Mequon Business Park in the City of Mequon, Wisconsin (the “New Facility”) to be operated by Copps Industries, Inc. to manufacture industrial epoxy adhesives and coatings, (iii) acquisition and installation of equipment at the New Facility and (iv) payment of certain professional costs and costs of issuance. The Bonds will be special, limited obligations of the City and will not constitute an indebtedness of the City within the meaning of any state constitutional provision or statutory limitation or a charge against its general credit or taxing powers.

At the hearing, all persons will be afforded a reasonable opportunity to express their views, both orally and in writing, on the proposed Bonds and the location and nature of the project proposed to be financed. Comments made at the public hearing are for the consideration of the Common Council but do not bind any legal action to be taken by it.

Published: _____, 2021

Caroline Fochs, City Clerk
City of Mequon, Wisconsin

HUSCH BLACKWELL

Lynda R. Templen
Partner

511 North Broadway, Suite 1100
Milwaukee, WI 53202
Direct: 414-978-5505
Fax: 414-223-5000
Lynda.Templen@huschblackwell.com

January 29, 2021

Caroline Fochs, City Clerk
City of Mequon
11333 North Cedarburg Road
Mequon, WI 53092

Steve Sabatke
Underwriting Manager
Wisconsin Economic Development Corporation
201 West Washington Avenue, 6th Floor
Madison, WI 53149

**RE: \$6,500,000 City of Mequon, Wisconsin
Industrial Development Revenue Bonds, Series 2021
(Copps Industries, Inc. Project)**

Greetings:

We understand that in the near future, the Common Council of the City of Mequon, Wisconsin (the "City"), will take action on an Initial Resolution for industrial development revenue bond financing under Section 66.1103 of the Wisconsin Statutes on behalf of Epoxy Properties, LLC, a Wisconsin limited liability company, and/or Copps Industries, Inc., a Wisconsin corporation, and/or a limited liability entity to be formed.

Section 66.1103 of the Wisconsin Statutes requires that prior to the adoption of the Initial Resolution, a document containing a good faith estimate of the legal fees which will be paid from the bond proceeds must be filed with the City Clerk of the City and with the Wisconsin Economic Development Corporation. This letter is that document.

Estimating legal fees at this stage in the proceedings is difficult because many of the most significant factual matters which may affect legal costs are not known in detail at this time. The size and structure of the bond issue have not been finalized. These and other matters normally are negotiated and determined after the Initial Resolution is adopted. As a result, the scope and amount of work

January 29, 2021

Page 2

which the various parties may choose to refer to their lawyers can vary considerably as the economic aspects of the financing develop.

The relationship of these variables to an estimate of aggregate legal fees is evident from the principles which lawyers apply in charging fees for their services. Fees for services rendered by any Wisconsin lawyer should be consistent with, and grounded upon, the Rules of Professional Conduct for Attorneys of the American Bar Association, as currently enforced in Wisconsin. Those rules set forth the following basic guidelines:

A lawyer's fee shall be reasonable. Factors to be considered as guides in determining the reasonableness of a fee include the following:

- (1) The time and labor required, the novelty and the difficulty of the questions involved, and the skill requisite to perform the legal service properly.
- (2) The likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer.
- (3) The fee customarily charged in the locality for similar legal services.
- (4) The amount involved and the results obtained.
- (5) The time limitations imposed by the client or by the circumstances.
- (6) The nature and length of the professional relationship with the client.
- (7) The experience, reputation and ability of the lawyer or lawyers performing the services.
- (8) Whether the fee is fixed or contingent.

The maximum principal amount of the bonds will not exceed \$6,500,000.

The following is a good faith estimate of the legal fees which will be paid from the proceeds of the bonds with respect to this financing:

January 29, 2021
Page 3

COUNSEL

FEE ESTIMATE

Bond Counsel

\$40,000 plus disbursements*

Counsel to the Eligible Participant

It is unknown whether the legal fees and disbursements of such counsel will be paid from the proceeds of the bonds

Attorneys who have not yet been identified who may be involved in the transaction, including, without limitation, counsel to any Trustee involved, any real estate counsel involved, and any counsel to the initial bond purchaser(s)

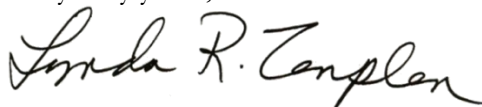
It is unknown whether the legal fees and disbursements of such counsel will be paid from the proceeds of the bonds

The actual fee charged by each of the lawyers acting in this matter may vary considerably from the estimates provided above. Without purporting to be exhaustive, the following are reasons why actual fees may be higher or lower than the estimate: (i) assumptions regarding the size, structure, complexity and timing of the bond financing may change; (ii) clients may alter the scope of their lawyers' engagement; (iii) parties may require legal opinions or legal advice beyond that normally requested in similar financings; and (iv) unforeseen legal problems may arise.

We are writing and filing this letter to comply with the requirements of Section 66.1103 of the Wisconsin Statutes. To the extent that we have estimated attorneys' fees other than our own, we did so on the basis of prior experience and information available to us at the time of writing this letter.

Please complete and return the receipt below by email. Thank you.

Very truly yours,



Lynda R. Templen

*Estimate only, based on par.

January 29, 2021
Page 4

The undersigned acknowledge receipt of the foregoing this _____ day of _____, 2021.

**WISCONSIN ECONOMIC DEVELOPMENT
CORPORATION**

By: _____
Steven Sabatke, Underwriting Manager

CITY OF MEQUON, WISCONSIN

By: _____
Caroline Fochs, City Clerk

Attachment: 4813-5721-4168.1 Fee Estimate Letter - Copps Industries (RESOLUTION 3803 : Copps Industries Inc IRB's)

Notice of Intent to Obtain a Municipal Industrial Revenue Bond

Section 66.1103 (4m) (a) 1 of the Wisconsin Statutes requires the person or business who intends to obtain an industrial revenue bond issue from a Wisconsin municipality to notify this intention to the Wisconsin Economic Development Corporation and to any collective bargaining agent in the state with whom the person or business has a collective bargaining agreement. This notification must occur at least 30 days prior to entering into the revenue agreement or signing the loan contract. The person or business must provide information on the number of full-time jobs that are expected to be eliminated, created, or maintained at the project site and elsewhere in Wisconsin as a result of the project which is the subject of this notice. The person or business named below hereby gives notice of intent to obtain an Industrial Revenue Bond pursuant to s. 66.1103 of the Wisconsin Statutes.

I. Project

A. Person: Greg Palmer
 Business: Copps Industries, Inc.
 Address: 10600 North Industrial Drive
 Post Office/ZIP: Mequon, WI 53092

B. Project site: City of Mequon, Wisconsin
 (Name of city, village or town in which the project is located)

C. Project type: ☐ Expansion at Present Location ☒ Relocation Within Same Municipality

☐ Relocation From Within State ☐ Relocation from Out-of-State ☐ New Business

☐ Branch-Wisconsin Operation ☐ Branch-Out-of-State Operation ☐

D. Maximum amount of IRB financing: \$6,500,000

II. Employment Estimates (to result within the next 3 years)

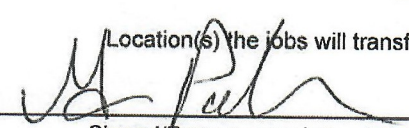
Number of Full-Time Jobs	Before Project	To Be Maintained	To Be Created	To Be Eliminated	Net Total Number of Jobs
A. <u>At the Project Site</u>	0	35*	10	-0-	45
B. <u>At All Other Wisconsin Operations</u>	35*	-0-	-0-	35*	-0-
C. <u>Net Totals</u>	35*	35*	10	-0-	45

D. Will any jobs transfer from one or more locations to the project site? Yes ☒ No ☐

Number of jobs to transfer: *35 jobs from existing sites in City of Mequon, Wisconsin will move to new Project Site

Location(s) the jobs will transfer from: (municipality)

City of Mequon, Wisconsin


 Signed/Person completing this form

Greg Palmer, President
 Name

1/29/2021
 Date

(262) 238-1700
 Telephone Number



11333 N. Cedarburg Road
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www.ci.mequon.wi.us

Office of Administration

TO: Common Council
FROM: Lina Prosser, Executive Assistant
DATE: February 9, 2021
SUBJECT: RESOLUTION 3804 A Resolution Designating Mequon, Wisconsin as a Bee City USA

Background

The Mequon Nature Preserve, on behalf of the City of Mequon, is working on renewing the Bee City USA application for 2021. The City was first designated as a Bee City upon Common Council approval of Resolution 3370 on April 12, 2016. The 2021 renewal process requires a resolution be adopted by the Common Council. A draft resolution is attached, and it should be noted that the resolution was prepared in accord with Bee City USA guidelines; hence there is a significant amount of required text.

Analysis

In 2006 when honeybee colonies started disappearing, later dubbed “Colony Collapse Disorder,” beekeepers and non-beekeepers alike became very concerned. After all, one in every three bites of food that is consumed is courtesy of insect pollination. Equally important, 85% of flowering plants and trees rely on pollinators for the survival of their species. While less is known about native bees and other pollinators, entire species are disappearing as they battle most of the same enemies as honeybees - loss of habitat essential for food and shelter, inappropriate pesticide use, diseases, and parasites.

Launched in 2012, the Bee City USA program endorses a set of commitments, defined in a resolution, for creating sustainable habitats for pollinators, which are vital to feeding the planet. Cities, towns, and communities across America are invited to make these commitments and become certified as a Bee City USA affiliate.

Fiscal Impact

The Mequon Nature Preserve staff will take the lead on any associated activities and publicity efforts. The application renewal fee of \$200, which is based on the population size of Mequon, is paid for by the Mequon Nature Preserve.

Recommendation

City staff recommends that the Public Welfare Committee and the Common Council approve the proposed resolution as attached.

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3804

A Resolution Designating Mequon, Wisconsin as a Bee City USA

A. The goal of the BEE CITY USA program is to promote healthy, sustainable habitats and communities for bees and other pollinators.

B. Thanks to the tremendous diversity of wild native bees, along with honeybees that were brought here from Europe in the 1700s, we have very diverse dietary choices rich in fruits, nuts, and vegetables.

C. Bees and other pollinators around the globe have experienced dramatic declines due to a combination of habitat loss, use of pesticides, and the spread of pests and diseases, with grave implications for the future health of flora and fauna.

D. Communities have the opportunity to support bees and other pollinators on both public and private land.

E. Supporting pollinators fosters environmental awareness and sustainability and increases interactions among community stewards such as commercial and backyard beekeepers, farmers, children, educators, Master Naturalists, Master Gardeners, plant nurseries, municipalities, neighborhoods, and garden suppliers and clubs.

F. The economic benefits of (native and honey) bee-friendliness include:

- Healthy ecosystems - insect pollinators are required for pollination and reproduction of about 85% of flowering plants globally, plants that: 1) are vital for clean air and water; 2) provide food, fiber and shelter for people and wildlife; and 3) support the very insects that pollinate crops and form the basis of food webs.
- Increased vegetable and fruit crop yields due to bee pollination.
- Increased habitat for natural enemies of crop pests and therefore reduced need for and costs associated with pesticides.
- Increased demand for pollinator-friendly plant materials from local nurseries and growers.
- Income earned by beekeepers and others through the sale of bee products, beekeeping equipment and supplies, and hive rentals for pollination; and, heightened prestige and premium asking prices for place-based honey, which enhances the visibility and reputation of its community of origin.

G. Mequon, Wisconsin should be certified a BEE CITY USA community because:

- Community interest in supporting sustainable habitats for bees and other pollinators

- has grown as the decline in pollinator populations and habitat has received greater local and national media attention.
- The Mequon Nature Preserve has become a trusted community resource and facilitator of honeybee education.
 - Resident participation in the local bee club sponsored by the Mequon Nature Preserve has increased steadily, demonstrating the community's growing desire to learn about bees and share experiences.

H. Ideal pollinator-friendly habitats:

- Provide diverse and abundant nectar and pollen from plants blooming in succession.
- Provide clean water for drinking, nest-building, cooling, diluting stored honey, and butterfly puddling.
- Are pesticide-free or have pesticide use carried out in a manner to minimize effects on pollinators.
- Are comprised of mostly, if not all, native species of annual and perennial wildflowers, shrubs, trees, and grasses because many native pollinators prefer or depend on the native plants with which they co-evolved.
- Include, where possible, designated pollinator zones in public spaces with signage to educate the public and build awareness.
- Provide for safe and humane removal of bees when required.
- Provide undisturbed spaces (leaf and brush piles, un-mowed fields, or field margins, fallen tree and other dead wood) for nesting and overwintering for native pollinators.

I. In order to enhance understanding among local government staff and the public about the vital role that pollinators play and what each of us can do to sustain them, Mequon, Wisconsin agrees to meet the following commitments required of all BEE CITY USA communities:

- 1) Pass this BEE CITY USA resolution (which articulates these commitments).
- 2) The Mequon Nature Preserve is hereby designated as the Bee City USA sponsor and Kristin Gies, Executive Director, as the Bee City USA "liaison" to encourage and coordinate local pollinator habitat and awareness activities. This body will serve as the intermediary between the citizenry and local government on matters of enhancing pollinator awareness, health, and habitat, fulfilling the following commitments:
 - a. Annually celebrate National Pollinator Week (third full week of June) or some other appropriate occasion with educational events, pollinator habitat plantings or restoration, proclamations or promotions that showcase the municipality's commitment to enhancing pollinator health and habitat.
 - b. Annually apply for renewal of the community's designation and submit a report of the previous year's BEE CITY USA activities following the format provided.
- 3) Publicly acknowledge the community's commitment by agreeing to a) install/maintain

at least one authorized BEE CITY USA street sign in a prominent location, and b) create/maintain links on appropriate pages of the local government's website which includes, at minimum, links to a PDF of this signed Resolution and the national BEE CITY USA website, contact information for the local government's BEE CITY USA liaison and designated "facilitator commission or non-profit organization committee," and reports of the pollinator-friendly activities the community has accomplished the previous year(s).

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin that the Mequon Nature Preserve is authorized to submit an application to Bee City USA on behalf of the City of Mequon to obtain a "Bee City" designation and commits to the standards of Bee City USA.

Approved by: John Wirth, Mayor

Date Approved: February 9, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 9, 2021.

Caroline Fochs, City Clerk



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Office of Administration

TO: Common Council
FROM: Lina Prosser, Executive Assistant
DATE: February 9, 2021
SUBJECT: RESOLUTION 3805 A Resolution Authorizing Renewal of an Application with Bird City Wisconsin and Observing International Migratory Bird Day in Conjunction with Arbor Day

Background

The City of Mequon was first designated as a “Bird City” under former Mayor Nuernberg in 2010 and has been renewed annually ever since. In 2015, the application renewal process was updated to require the adoption of a resolution annually by the Common Council. A draft resolution is attached.

Analysis

In 2021, Bird City activities will be observed in conjunction with the City of Mequon’s Arbor Day festivities and City staff will provide public information about migratory bird conservation as noted in the resolution.

Fiscal Impact

The Mequon Nature Preserve and City staff work closely to coordinate Bird City activities that are primarily education based. The application renewal fee of \$125 is paid for by Mequon Nature Preserve.

Recommendation

City staff recommends that the Public Welfare Committee and the Common Council approve the proposed resolution as attached.

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3805

A Resolution Authorizing Renewal of an Application with Bird City Wisconsin and Observing
International Migratory Bird Day in Conjunction with Arbor Day

A. Migratory birds are some of the most beautiful and easily observed wildlife that enhance the Mequon community.

B. Local citizens recognize and welcome migratory songbirds as symbolic harbingers of spring and enjoy all the opportunities they have to engage in great recreational endeavors such as bird-watching and nature photography.

C. Migrant bird species also play an important economic role in the community, controlling insect pests and generating revenue related to bird watching activities.

D. Public awareness and concern are crucial components of migratory bird conservation where citizens can directly contribute to maintaining healthy bird populations.

E. Since 1993 International Migratory Bird Day (IMBD) has become a primary vehicle for focusing public attention on the nearly 350 species that travel between nesting habitats in the City of Mequon and throughout North America and their wintering grounds in South and Central America, Mexico, the Caribbean and the southern United States.

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

1. International Migratory Bird Day will be celebrated/observed in conjunction with the City of Mequon's Arbor Day Festivities and public information will be provided about migratory bird conservation and the importance of taking action to protect and conserve migratory birds and their habitats throughout the community.

2. The City, in conjunction with the Mequon Nature Preserve, has submitted an application and associated fee to Bird City Wisconsin allowing the City of Mequon to maintain its "Bird City" designation.

3. These actions will continue to enhance the City's reputation for leadership in protecting the natural environment and bird habitats, while recognizing the interest of many of its citizens in bird conservation.

Approved by: John Wirth, Mayor

Date Approved: February 9, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 9, 2021.

Caroline Fochs, City Clerk



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Office of Public Works

TO: Common Council
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: February 9, 2021
SUBJECT: RESOLUTION 3806 A Resolution Temporarily Extending the 2020 Policy for Mequon Community Pool and Parks Operations Due to COVID-19

Background

On May 27, 2020, the Common Council adopted a resolution establishing a 2020 Policy for Mequon Community Pool and Parks Operations Due to COVID-19. Exhibit B was amended on June 2, 2020, defining user group league play, and allowing for tournaments if set conditions were met. Later in the summer on June 24, 2020, Exhibit A was amended to address the fee schedule relating to season passes and daily fees.

While a specific expiration date was not established when these policies were defined for 2020, the policies are understood to have expired. Staff is meeting with user groups and evaluating the 2021 pool season in the midst of continued concern regarding the impact of COVID-19 on the use of municipal facilities.

The intent of this resolution is to temporarily extend the 2020 policies until staff has adequate time to understand how the current state of COVID-19 will impact the 2021 pool and park season. Extending the policy temporarily allows staff to administer rental agreements and answer questions of the public, while evaluating current public health recommendations and considering modifications for the 2021 season.

After staff meets with the various user groups (meetings started in mid-January), and discussed municipal pool operations with the other pools in the Super Pass group, it will return to the Common Council with further recommendations. Recommendations could include elimination of the temporary policy, continuation of typical operations, modification of the policy based upon 2020 season feedback from various users, or maintenance of the policy until a date certain.

Analysis

At the time the 2020 policy was considered, it was adopted on the premise that COVID-19 would not impact the 2021 season. Accordingly, staff signaled to user groups and the public that changes to pool and park operations would be temporary. While staff is hopeful that the ultimate impact on operations is still temporary, the timeframe for modified operations has been extended. Therefore, staff is requesting a temporary extension of the existing policies, to provide guidance for the administration of user group agreements and park pavilion rentals while staff is evaluating appropriate policies for 2021.

Staff notes that many of the user groups have policies that are either consistent with or more

restrictive than the City's 2020 policies. However, out of respect for these user groups and acknowledging that the recommendations of public health agencies are still evolving, staff will reevaluate the policies and bring recommendations to the Common Council prior to the onset of the 2021 pool and parks season, and by no later than May 9, 2021.

If members of the Common Council have preliminary feedback on specific policies they prefer be continued, modified or eliminated, staff will incorporate that information into the subsequent policy discussion.

Fiscal Impact

Projected revenues for the pool and parks operations for 2021 conservatively considered the continued impact from COVID-19. Extending the 2020 policy temporarily should not impact projected revenues. As stated, staff will return with further recommendations for modifications later this spring. The fiscal impact of those decisions can be determined at that time.

Recommendation

Staff recommends that the Public Works Committee favorably endorse, and the Common Council approve the resolution temporarily extending the 2020 Policy for the Mequon Community Pool and Parks Operations through May 9, 2021, due to the ongoing impacts of the COVID-19 pandemic.

Attachments:

Exhibits A B C (2021) (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3806

A Resolution Temporarily Extending the 2020 Policy for Mequon Community Pool and Parks
Operations Due to COVID-19

A. COVID-19, a novel strain of coronavirus, was detected in December of 2019 and has subsequently spread throughout numerous countries and the United States, including Wisconsin.

B. On May 27, 2020, the Common Council of the City of Mequon adopted 2020 Policy for Mequon Community Pool and Parks Operations Due to COVID-19.

C. On June 2, 2020, the Common Council of the City of Mequon amended Exhibit B of the 2020 Policy for Mequon Community Pool and Parks Operations Due to COVID-19 to allow for user group league play and tournaments.

D. One June 24, 2020, the Common Council of the City of Mequon amended Exhibit A of the 2020 Policy for Mequon Community Pool and Parks Operations Due to COVID-19 to amend the fee schedule and operation of the Mequon Community Pool

E. Health organizations have issued guidelines for reopening recreation and amusement facilities, such as parks and pools.

F. Meeting the guidelines impacts the City's budget for staffing, sanitizing products and revenues related to the pool and parks facilities.

G. Not meeting the guidelines has the potential to put the public and staff at risk.

H. No modified policies are currently in place for the Mequon Community Pool and Parks Operations, as the 2020 policies expired.

I. Policies should remain in effect that allow staff to modify operations as required to minimize the risk to the public and staff, which can be modified as often as required to meet the evolving state of COVID-19.

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

1. If the risks or public health and safety concerns surrounding COVID-19 change to the extent that the uses described below cannot operate safely or meet prevailing guidelines, some or all of the allowances may be repealed by the Common Council. If modified or repealed, the City shall not be responsible for financial hardships of individuals or entities that may be

impacted by the change.

2. Unless specified below, Section 6 of COVID-19 Emergency Proclamation No. 5 remains in effect.

3. Staff will continue to review public health recommendations regarding the administration of pool and park policies and recommend any further modifications to the Common Council that balance public health and safety with the open use of municipal facilities by no later than May 9, 2021.

4. Pool. The Mequon Community Pool shall be open, but operations for the 2021 season shall be regulated by the provisions of the attached Exhibit A.

5. Parks. Residents continue to be encouraged to use the City's parks; however, social distancing shall be required, and following the recommendations of the Center for Disease Control and the Washington Ozaukee Public Health Department is encouraged.

(a) Playgrounds. Residents and park patrons may use playgrounds, but signage shall be posted informing them that the City is not performing any sanitation of the play structures. Residents are encouraged to follow the recommendations of the Center for Disease Control and the Washington Ozaukee Public Health Department.

(b) Athletic Fields. User groups may utilize athletic fields, provided (i) they have a COVID-19 Response Plan on file with the Parks Division that complies with the requirements of the attached Exhibit B; (ii) they follow the plan submitted; and (iii) they satisfy the other usual and customary policies and requirements of the City for rental of athletic fields. Exhibit B may be amended by the Park and Open Space Board as needed to reflect current recommendations of the Center for Disease Control and the Washington Ozaukee Public Health Department. User groups who secured facilities prior to the effective date of this resolution who cannot meet the terms of Exhibit B are subject to a full refund or reschedule, without penalty.

(c) Restrooms. Public Parks restrooms shall be opened as soon as practical, subject to obtaining staffing for cleaning in accordance to the guidelines of the Center for Disease Control and the Washington Ozaukee Public Health Department.

(d) Parks Facilities or Pavilions. Renters may rent park facilities or pavilions (i) subject to the requirements of the attached Exhibit C and (ii) subject to the satisfaction the other usual and customary policies and requirements of the City for rental of such facilities. Exhibit C may be amended by the Park and Open Space Board as needed to reflect current recommendations of the Center for Disease Control and the Washington Ozaukee Public Health Department. Renters who secured facilities prior to the effective date of this resolution whose event cannot meet the terms of Exhibit C are subject to a full refund or reschedule, without penalty.

Approved by: John Wirth, Mayor

Date Approved: February 9, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 9, 2021.

Caroline Fochs, City Clerk

EXHIBIT A
CITY OF MEQUON
2021 MEQUON COMMUNITY POOL GUIDELINES

1. Risk. Despite the City's best efforts to provide a safe environment at the Mequon Community Pool, even with the guidelines outlined, there is risk of potential exposure to COVID-19 if attending or swimming at the pool. Signs will be posted to educate users of that risk. [1]
2. Symptomatic Persons Prohibited. Symptomatic persons shall not enter the pool and should stay home. If someone becomes symptomatic while at the pool, they shall notify the bath house attendant and then leave immediately. [2] [4] No refund will be provided. [1]
3. Temperature Checks. Staff [4] and patrons shall be required to have a temperature check at the entrance prior to entering the pool area. Staff [4] and patrons with elevated temperatures at 100.4° F or above are prohibited from entering the pool area that day.
4. Social Distancing. Unless patrons are members of the same household, attendees shall stay at least 6 feet apart. [2] [3] [4] Violators will be asked to leave the pool for the day. Multiple violations may result in restriction from attending the Mequon Community Pool for the remainder of the 2020 season. No refunds will be provided. [1]
5. Face Coverings. Unless the patron is in the pool, or preparing to enter the pool, patrons are encouraged to use face coverings. Staff is required to wear face coverings, unless it prevents proper execution of duties (i.e., life saving measures). [2] [3] [4]
6. Contact Tracing. Patrons shall provide their contact information prior to entering the pool area. [2]
7. Limitation to Residents of Mequon and Thiensville. For the 2020 pool season, patrons of the pool shall be limited to (a) residents of Mequon and Thiensville, (b) parents, babysitters and child care workers who accompany children who are residents of Mequon or Thiensville; and (c) minor friends who accompany children who are residents of Mequon or Thiensville. Staff shall implement procedures reasonably designed to accomplish these limitations.
8. Capacity. Attendance including staff shall be limited to 25% capacity [6]. Staff may increase capacity limitations to follow the Blueprint for Reopening Washington and Ozaukee Counties, provided the increase can meet with the other terms of this Exhibit A. Patrons who arrive at the pool after the maximum capacity has been reached shall be denied entry. [4]
9. Bath House. The bath house will be closed and use of the showers is prohibited. Patrons should arrive at the pool dressed for their intended participation. [3] [4]
10. Pool deck. The City will not provide chairs or tables on the pool deck. Patrons may bring portable chairs with them for use at the pool. The City is not responsible for lost or stolen items. Chairs must be removed as the patrons leave. [3] [4] [5]
11. Lap Swimming. One patron per lane at a time for lap swimming. Patrons shall attempt to swim in the middle of the lane to allow for maximum distance between heads (approximately 7 feet). [4] [6]
12. Diving Boards. Diving boards will be closed for the 2020 season. [4]
13. Drinking Fountain. Drinking fountains will be closed. Staff and patrons shall supply their own drinking water. [5]
14. 2020 Admittance. No Super Passes will be issued. [1]

- a. Fee Schedule. For the 2020 season, the fee schedule shall follow this table:

	Mequon Resident	Thiensville Resident
2020 Session Fee - Under 3 Years	FREE	FREE
2020 Session Fee - 3 Years and Above	\$3.00	\$4.00
2020 Season Pass - Under 3 Years	FREE	FREE
2020 Season Pass - 3 Years and Above	\$55.00	\$70.00
2020 Season Pass - Family	\$100.00	\$125.00

- b. Season Pass. The season pass may be utilized for either or both sessions. Purchase of a season pass does not guarantee entry to the pool. Due to capacity limitations and weather conditions, a season passholder may not be granted entry. Purchase of the season pass is at the risk of the passholder and does not guarantee a minimum number of sessions. The season pass is non-refundable, and no discounts will be issued. Passholders shall sign an acknowledgement prior to purchase.
- c. Re-Entry. Once a patron is admitted for a session, he or she may leave the pool area and have their hand marked for re-entry within the same session. Re-entry is not guaranteed and may not be granted due to capacity limitations or weather conditions. If a patron leaves during the first session, re-entry does not apply to the second session. Patrons of the first session are required to pay a new session fee to enter the pool for the second session.
15. Dates. Under normal operating conditions, the Mequon Community Pool was scheduled for a soft opening on June 5th and 6th, with full operations starting June 12th. At this stage of preparation, while staff will make all efforts to open as scheduled, the Mequon Community Pool cannot open until all of the terms of these guidelines can be met. If the pool opens, it will close on August 21st as planned, unless these guidelines cannot be met, in which case the pool may close early.
16. Hours.
- a. Staggered hours. [3] [4] To provide for sanitation and staff change, the public hours at the pool shall be split into two roughly equal sessions with a half hour cleaning period in the middle. All pool patrons must leave during the half hour cleaning period. Re-entry to the pool for the second session is subject to an additional session fee.
- b. Alternate hours for at risk patrons. [4] On days when the pool is open, the first hour of operation after swim lessons, if any, shall be reserved for adults over the age of 50. Staff may reduce the number of days of these alternate hours, or eliminate them, if staff determines, in its reasonable discretion, that usage does not warrant this accommodation.
17. Staff. If the City is unable to provide the required staffing levels as outlined below, the Mequon Community Pool will not open for the 2020 season. If on any given day the required staffing levels cannot be met, the pool will be closed for that day. [1]
- a. Lifeguards. As required by the City's pool license, the minimum number of lifeguards will be provided pursuant to Table ATCP 76.23 A of the Wisconsin Administrative Code.
- b. Supervisor. As required by the City's pool license, one supervisor will be provided pursuant to ATCP 76.21(1) of the Wisconsin Administrative Code.

- c. Admissions. The admissions staff shall be responsible for admission, including taking payment, assessing symptoms and contact tracing, as outlined in this exhibit.
 - d. Social Distancing Coordinator. The City shall have a dedicated social distancing coordinator on each shift. While on duty, they shall not have lifeguard responsibilities, but may be employed in that capacity on other shifts. [4] [5] [6]
 - e. Sanitizer. The City will employ personnel responsible for sanitizing the pool equipment including, but not limited to lifeguard chairs, bathrooms, handrails for ladders, and other common pool elements. The number of sanitizers will be based upon the number of facilities open for the season. [4]
18. Staff Authority. Staff is granted the authority to modify pool operations, other than those related to health regulations, as required for good and orderly operation of the pool.

EXHIBIT B
CITY OF MEQUON
2021 PARKS ATHLETIC FIELD USER GROUP GUIDELINES

1. League Play Defined. League Play is defined as regular or post season play, including Round Robin Play, where the host user group is comprised primarily of Mequon or Thiensville residents. Regular and post season includes practices and games where at least one of the teams is comprised primarily of Mequon or Thiensville residents, but the opponent may be a non-resident team. Round Robin Play may include up to four teams, where a minimum of one of those teams is comprised primarily of Mequon or Thiensville residents. League Play may include multiple games played simultaneously on multiple fields. User groups shall be limited to no more than two practices or games at each field per day during League Play. Game play outside of these regulations shall be considered tournament play and follow Section 9 of this exhibit. League play must follow all other requirements of Exhibit B.
2. Acknowledgement. All renters who secured a venue prior to the adoption of this resolution shall sign a copy of this exhibit acknowledging the guidelines. Failure to do so shall result in forfeiture of the rental and a full refund. For the remaining 2020 season, all athletic field rentals will be conditioned upon acknowledgement of this resolution. [1]
3. COVID-19 Response Plan. Prior to first use of the athletic field, user groups shall file a COVID-19 Response Plan which includes, at a minimum, the following requirements. [1] The response plan should include rules for personal hygiene and sanitizing shared equipment [10], as well as the requirements provided below. The Plan shall be subject to review and approval by City staff pursuant to the following requirements.
4. Social Distancing. Unless members of the same household, all users and spectators shall maintain 6 feet of separation, except as necessary during play. [6] [8] Each user group will be required to designate a person to enforce social distancing. Failure to do so, or failure to provide proper social distancing for the user events, will result in cancellation of the event. If multiple violations occur, the rental agreement may be terminated, and no refund will be provided. [1]
5. Symptomatic Persons Prohibited. [6] User groups shall be responsible for managing symptomatic users, spectators and attendees. It should establish parameters for the organization in accordance to health organizations and provide them to all users. [1]
6. Contact Tracing. User Groups shall maintain a list of all attendees and their contact information in case of a confirmed case. This list shall be maintained by the event host or renter for at least 21 days. [2]
7. Limit or Eliminate Contact. Update user group rules for 2020 to limit or eliminate contact including handshakes, high fives, hugging, etc. [10]
8. Shared Equipment. Users are discouraged from sharing equipment. [3] [6]
9. Tournaments. Tournaments shall be permitted, provided they meet all of the terms of Exhibit B, and adhere to the following:
 - a. Residency. A minimum of 25% of the teams participating in the tournament shall be comprised primarily of Mequon or Thiensville residents.
 - b. Maximum Encumbrance of Parks. No tournament may utilize more than two parks on the same day.

- c. Maximum Encumbrance of Fields. Simultaneous game play shall be restricted as a means of crowd control. No tournament may include simultaneous game play exceeding these restrictions:
 - i. One field at Rennie Field
 - ii. Two fields at Rotary Park
 - iii. Two fields at River Barn Park
 - iv. One field at Lemke Park
 - d. Minimum Time Between Games. In an attempt to control crowds associated primarily with loitering, there shall be a minimum of one hour between the end of one game and the beginning of the next game. User groups shall encourage players, parents and spectators to leave the park when not involved in the game being played.
 - e. Tournament Staffing. Each tournament shall identify one person who will be responsible for administering all of the requirements of Exhibit B for the duration of the tournament. The contact information for that person shall be provided to the Parks and Forestry Superintendent a minimum of one week prior to the tournament. Contact information shall include a mobile phone number for access for the duration of the tournament. That contact information will be shared with the Police Department, should there be an issue outside of normal City hours.
10. Education. User groups are responsible for educating their members, participants and spectators as to the risks of play and acceptable guidelines for play. Recommended documents include, but are not limited to: [1]
- a. Centers for Disease Control – *Considerations for Youth Sports*
 - b. Department of Health Services – *COVID-19: Community and Faith-Based, Youth Sports*
 - c. Washington Ozaukee Public Health Department *Blueprint for Reopening Washington and Ozaukee Counties – FAQ*
 - d. World Health Organization – *Considerations for sports federations/sports event organizers when planning mass gatherings in the context of COVID-19*
11. Concession Stands. Food and beverage distribution associated with a user group rental shall be restricted to pre-packaged, individual serving items. [1]

EXHIBIT C
CITY OF MEQUON
2021 PARKS FACILITIES AND PAVILION GUIDELINES

1. Acknowledgement. All renters who secured a venue prior to the adoption of this resolution shall sign a copy of this exhibit acknowledging the following requirements. Failure to do so shall result in forfeiture of the rental and a full refund. [1]
2. Social Distancing. Unless the event or rental consists of members of the same household, event hosts or renters shall ensure that 6 feet of separation is maintained between all attendees who are not members of the same household. [2] [3]
3. Face Coverings. Unless the event or rental consists of members of the same household, event hosts or renters shall encourage the use of face coverings. [2] [3]
4. Symptomatic Persons Prohibited. Event hosts or renters shall require that all symptomatic persons stay home and if someone becomes symptomatic while at the event, request them to leave immediately. [2]
5. Contact Tracing. Event hosts or renters shall maintain a list of all attendees and their contact information in case of a confirmed case. This list shall be maintained by the event host or renter for at least 21 days. [2]
6. Capacity. The maximum size of a rental shall be 25% of the facility or pavilion capacity, in accordance with the Washington Ozaukee Public Health Department. Capacity limitations may increase to follow the Blueprint for Reopening Washington and Ozaukee Counties. [5]
7. Essential Attendees Only. The user groups shall restrict events to the minimum number of attendees as required to hold the event. [10]

References

- [1] C. o. M. Staff, 2020.
- [2] Wisconsin Department of Health Services, "Badger Bounce Back," 22 May 2020. [Online]. Available: <https://www.dhs.wisconsin.gov/publications/p02653a.pdf>.
- [3] Wisconsin Economic Development Corporation, "Public Facility Guidelines," 7 May 2020. [Online]. Available: <https://wedc.org/wp-content/uploads/2020/05/COVID-19-Public-Facilities-Guidelines.pdf>.
- [4] Wisconsin Economic Development Corporation, "Outdoor Recreation Guidelines," 7 May 2020. [Online]. Available: <https://wedc.org/wp-content/uploads/2020/05/COVID-19-Outdoor-Recreation-Guidelines.pdf>.
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- [7] Wisconsin Park and Recreation Association, "Plans to Reopen Wisconsin's Parks, Aquatic Resources and Recreational," 23 April 2020. [Online]. Available: <https://www.wpraweb.org/assets/docs/WPRA-COVID-19%20Memo.pdf>.
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- [10] Center for Disease Control and Prevention, "Considerations for Public Pools, Hot Tubs, and Water Playgrounds During COVID-19," May 8 2020. [Online]. Available: <https://www.cdc.gov/coronavirus/2019-ncov/community/parks-rec/aquatic-venues.html>.
- [11] Wisconsin Department of Health Services, "Guidelines for Reopening Pools and Water Attractions," 21 May 2020. [Online]. Available: <https://datcp.wi.gov/Documents/ReopeningPoolsCovid19.pdf>.
- [12] Wisconsin Economic Development Corporation, "Entertainment and Amusement Service Guideline," 7 May 2020. [Online]. Available: <https://wedc.org/wp-content/uploads/2020/05/COVID-19-Entertainment-and-Amusement-Service-Guidelines.pdf>.



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: Tim Weyker, Deputy Director of Public Works
DATE: February 1, 2021
SUBJECT: RESOLUTION 3807 A Resolution Approving the Acquisition of a Drainage Easement and the Award of a Contract to Replace a Failed Storm Sewer Culvert Across the Property at 9731 N. Courtland Drive for a Total Cost of \$34,625

Background

The Maplefield Estates Subdivision was built in 1968, immediately north of and connecting to the Orchard Highlands Subdivision, which was built in 1967. These two subdivisions are located on the north side of County Line Road directly west of the Union Pacific Railroad and east of Port Washington Road. The stormwater drainage from these two subdivisions drains west to a natural channel, which subsequently drains south to County Line Road between these subdivisions and the Cedar Gables & Heritage Estates Condominiums. The stormwater drainage for all of Maplefield Estates and a portion of Katherine Kearney Carpenter Park drains through a 24" corrugated metal culvert pipe buried across the property at 9731 N Courtland Drive. Currently, there is no easement on this property for a storm sewer drainage culvert.

On November 13, 2020, the Department of Public Works (DPW) was contacted by William B. Henning, the current owner at 9731 N. Courtland Drive to report that a large sink hole had developed on his property. Mr. Henning has owned the property since 2018 and was unaware of any details about the storm sewer drainage culvert through his property. DPW personnel visited the site and met with Mr. Henning to investigate the sink hole and discovered the failed culvert pipe in Mr. Henning's side yard, approximately 90' west of Courtland Drive. Additional smaller sink holes were observed in some other areas along the route of the culvert pipe, including around the discharge area in the drainage channel. In the area near the drainage channel, the City has a sanitary sewer easement with an access path across the culvert pipe, to maintain the sanitary lines and manholes. Failure of the culvert pipe in this area would cut off access for sanitary sewer crews in the sanitary sewer easement. The culvert was televised by the City on December 8, 2020 which verified the culvert failure (see attached still shot from the culvert video). DPW personnel coordinated with Mr. Henning and fenced off the area of the sink hole as a safety measure until the culvert pipe could be repaired or replaced.

In researching the subdivision file for Maplefield Estates, a miscellaneous note (attached) was found suggesting the need to provide a drainage easement in this location for future maintenance, but no easement was ever recorded. The subdivision file search also revealed a City drainage improvement project for Auburn Court in 1989. The drainage improvement project installed PVC underdrains along both sides of Auburn Court which drain through a 10" diameter PVC pipe under North Courtland Drive, and connected to the 24" corrugated metal culvert pipe

approximately 60' onto the property at 9731 North Courtland Drive.

Analysis

The City of Mequon's Stormwater Drainage Policy prioritizes projects in major and secondary drainageways that pose an immediate threat to personal safety. The sinkhole as formed already poses a threat to personal safety, and the potential for further deterioration or a full collapse of the pipe makes the project an utmost priority. Also, per the policy, the drainageway should not only be repaired, but also include acquisition of a storm sewer drainage easement, which requires Common Council approval.

Because of the amount of stormwater that flows through this culvert, and the extent of the culvert failure, staff considers the replacement an emergency repair. The culvert needs to be replaced before spring when snow melt and spring rains could inundate the culvert's many failed areas causing extreme erosion and flooding potential.

The City Engineering Division has produced plans for the replacement of the culvert and an easement document to allow for this project and any future maintenance (documents attached).

Staff has solicited quotations from four local contractors for the culvert replacement project and received three proposals, with the quote from Ray Clausen Grading, Inc. of Mequon being the lowest cost quote at \$16,800. This proposal also contained a quote of \$7,875 to supply & deliver the new culvert pipe & structure. Typically, the City receives better pricing by purchasing those materials directly, so the overall price of the project may be less once those materials are purchased. The quotation summary is attached.

While it is necessary to complete the culvert replacement project now, prior to snow melt and spring rains, an additional contract to replace trees removed for this project and do final restoration should be completed at a later date for the entire area when the weather is more conducive to this type of work. It is staff's intent to work with the homeowner to replace trees at a ratio of one-to-one for those trees removed, but that any trees planted will not be installed in the storm sewer drainage easement area. Since the extent of restoration and the exact number of trees needing to be replaced is not known at the current time, staff will obtain bids from several qualified landscape contractors for tree planting and final restoration once the culvert pipe replacement project is completed. In all, staff is estimating tree replacement and final restoration to be approximately \$6,800.

Fiscal Impact

Presently, there are adequate funds in the capital fund for major and secondary drainage projects for this project and staff seeks authorization for this project at a total project cost of \$34,625 as outlined below:

Award of the Culvert Replacement Project to Ray Clausen Grading:	\$16,800
Estimated City DPW Cost to Purchase the Pipe and Structure Material:	\$7,875
Spring Tree Replacement and Final Restoration:	\$6,800
Overall Project Contingency for Unforeseen Conditions (10%):	<u>\$3,150</u>
Total Project Cost:	\$34,625

Recommendation

It is recommended the City obtain the permanent storm sewer drainage easement as defined in the easement document attached to be recorded at the Register of Deeds office. It is further recommended the storm sewer drainage culvert replacement project be awarded to Ray Clausing Grading, Inc of Mequon, WI for \$16,800 and that staff is authorized to execute the necessary contract documents and purchase directly the pipe and structure material for this project at an estimated cost of \$7,785 or less. Staff also recommends that upon completion of the culvert replacement project and later in spring when the weather is conducive for planting, staff is authorized to enter into an agreement with a landscape contractor for tree replacement and final restoration. Staff is recommending and seeks authorization to complete all phases of this project for a cost not to exceed \$34,625.

Attachments:

Culvert Failure (DOCX)

Miscellaneous Notes (PDF)

Storm Sewer Drainage Easement Agreement(DOC)

012621-Henning - Storm Sewer Relay - BID PLAN (PDF)

Proposal Summary 2 1 21 (PDF)

Quotation_Ray Clausing Grading (PDF)

9731 N Courtland Drive Landscape 2021 (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3807

A Resolution Approving the Acquisition of a Drainage Easement and the Award of a Contract to
Replace a Failed Storm Sewer Culvert Across the Property at 9731 N. Courtland Drive for a
Total Cost of \$34,625

A. The 24" diameter, 300' long metal culvert pipe installed across the property at 9731 N. Courtland Drive, which drains stormwater from approximately 24 acres upstream including a portion of Katherine Kearney Carpenter Park and the entirety of Maplefield Estates Subdivision, has failed resulting in several sink holes along the culvert in the homeowner's yard.

B. The culvert needs to be replaced before spring when snow melt and spring rains could inundate the culvert's many failed areas causing extreme erosion and potential flooding.

C. A note in the subdivision file (1968) for Maplefield Estates suggests that a drainage easement should be provided, but no easement document was ever recorded.

D. Staff has been in contact with the current homeowner, William B. Henning, who has agreed to the storm sewer drainage easement and culvert replacement project.

E. Staff has obtained quotations for the replacement of this culvert with the low price being submitted by Ray Clausing Grading Inc., of Mequon, WI for a total cost of \$16,800.

F. Additional project costs including the purchase of the pipe and structure material, award of a tree replacement and final restoration contract, and a 10% contingency brings the total project cost to \$34,625.

G. Based on its review, the Committee on Public Works has agreed that this project needs to be completed and recommends that the failed culvert be replaced along with obtaining a permanent storm sewer drainage easement across the property at 9731 N. Courtland Drive.

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

1. The 20' wide Storm Sewer Drainage Easement for the property located at 9731 N. Courtland Drive in the form attached hereto is approved subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

2. The Mayor and City Clerk are authorized and directed to execute the same and the Director of Public Works is authorized and directed to have the same recorded in the Office of the Ozaukee County Register of Deeds.

3. The contract with Ray Clausen Grading, of Mequon, WI for the replacement of the culvert pipe for \$16,800 in the form attached hereto is approved subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

4. The Director of Public Works is authorized and directed to execute and deliver the same.

5. Staff is further authorized to purchase the required culvert and structure material and obtain quotes and negotiate a contract for tree replacement and final restoration for the project at a total not-to-exceed cost \$34,625.

Approved by: John Wirth, Mayor

Date Approved: February 9, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 9, 2021.

Caroline Fochs, City Clerk



Attachment: Culvert Failure (RESOLUTION 3807 : Acquisition of Drainage Easement & Awarding a Culvert Replacement Project at 9731 N

- 6) CLEAN EAST AND WEST DITCH OF AUBURN CT. DITCH HAD BEEN PARTIALLY FILLED WHEN UNDERGROUND POWER WAS PLACED IN '50'S.
- 7) REMOVE ALL STANDING AND FALLEN ~~BRANCHED~~ EUM TREES.
- 8) PROVIDE A DRAINAGE EASEMENT BETWEEN LOTS 18 & 19 FOR FUTURE MAINTAINANCE PURPOSES.
- 9) WATER IS POCKETED IN LOTS 10 AND 4 ALONG AUBURN CT. THESE LOTS SHOULD BE FILL OR DRAINAGE MAINTAINED.
- 10) ~~REMOVE~~ SEWER MANHOLE FIRST ONE FEET ^{TO} ~~BASE~~ ^{TO} ~~CONCRETE~~ ^{TO} ~~DRAGON~~ ^{TO} ALBURN CT. ALSO MANHOLE AT INTERSECTION LEAKS AND REPAIR 2ND MANHOLE FROM INTERSECTION OF ALBURN CT.

NOTE: ITEM 10 COULD BE TAKEN CARE OF BY OUR CROWS AND GULLED BACK TO SHAD.

Document Number

**STORM SEWER DRAINAGE
MAINTENANCE & EASEMENT
DECLARATION AND
AGREEMENT**

THIS STORM SEWER DRAINAGE MAINTENANCE AND EASEMENT AGREEMENT (hereinafter “**Agreement**”), is made and entered into as of February 10, 2021 by and between William B. Henning & Janet Fay Henning, (“**Owner**”), and the City of Mequon (“**City**”).

WHEREAS Owner owns certain real property situated in City of Mequon, Ozaukee County, Wisconsin, described on Exhibit B attached hereto and incorporated herein by reference (“**Property**”); and

WHEREAS, Owner desires to declare and establish certain easements over and across a portion of the Property with regard to storm sewer drainage culvert and related facilities, which areas are described and illustrated on Exhibit A (“**Easement Area**”) and a covenant and non-exclusive, perpetual easement for the maintenance of storm sewer drainage culvert and related facilities to be constructed in accordance with the plans and specifications for said storm sewer drainage culvert approved by the City of Mequon on February 9th, 2021.

WHEREAS, IT IS THE City’s desire to drain stormwater by means of a storm sewer drainage culvert through said parcel of land owned by the grantors; and

WHEREAS, Owner desires to make certain other covenants and agreements as hereinafter are more specifically set forth with regard to such requirements.

NOW, THEREFORE, in consideration of the foregoing, including the plan approvals by the City of Mequon, and the covenants and declarations as hereinafter set forth, and in obedience to the ordinances and engineering standards of the City of Mequon, IT IS DECLARED as follows:

1. DECLARATION OF A PERPETUAL EASEMENT. Owner hereby declares and reserves for the City, its successors, and assigns, forever, the covenants contained herein, a storm sewer drainage easement, for the benefit of City stormwater drainage, including the right and authority to construct, use, operate, maintain and repair (including reconstruction) the approved stormwater drainage, including but not limited to the storm sewer drainage culvert and related facilities, and tributary connections (“**Storm Sewer Drainage**”) in the Easement Area.

2. REPAIR & MAINTENANCE. City of Mequon, its successors, and assigns, shall be responsible for repair and maintenance of the storm sewer drainage culvert and related facilities constructed within the Easement Area. Such maintenance may include, but not be limited to, providing normal, usual and customary cleaning and maintenance, which may include inlet structure inspection and maintenance, outlet structure inspection and maintenance, and cleaning, televising, and general maintenance of storm sewer drainage culvert pipe and any related facilities continue to meet the same performance standards in accordance with which they were originally constructed. The City shall have the right to enter upon the property to provide the required inspection, maintenance, or repair. No permanent structures, trees, or other immovable objects shall be allowed to be placed in the easement area by the Owner, however if the City, in exercising its obligations hereunder for future maintenance, repair, or replacement, to the extent such work causes or results in removal of or damage or destruction to landscaping plantings, features, elements or amenities of a landscaping plan approved by the City of Mequon, the City or its successors or assigns shall cause the replacement of said landscaping

Recording Data

Name and Return Address

Kristen B. Lundeen
City of Mequon
11333 N. Cedarburg Road
Mequon, WI 53092

Parcel Identification Number (PIN)

plantings, features, elements or amenities, unless the reestablishment of the same, or a particular part thereof, would be deleterious to the storm sewer drainage culvert and related facilities.

3. RESERVATIONS. Owner, its successors in interest and assigns, hereby reserves for itself the right to the use of the storm sewer drainage culvert and related facilities as may be installed in the Easement Area, subject to all applicable governmental rules, regulations, and approvals. Owner and its successors and assigns hereby reserves to itself the right to make such use of the land included within the Easement Area subject to all governmental rules, regulations and approvals, as will not unreasonably disturb or interfere with such storm sewer drainage culvert and related facilities or prevent ingress and egress thereto for the purposes of construction, operation, use, maintenance, and repair (including reconstruction) thereof. Subject to all governmental rules and regulations, owner reserves the right to cross and recross the Easement Area with other utility lines, pipes, wires and easements, and may install landscaping and other improvements within the Easement Area which are not inconsistent with the grant of the easement herein contained or applicable municipal approvals for Property.

4. EXHIBITS. All exhibits referred to herein and attached hereto shall be deemed part of the Agreement.

5. RECORDING. Agreement shall be recorded in the records of Ozaukee County, Wisconsin.

6. GOVERNING LAWS. The laws of the State of Wisconsin shall apply to the Agreement.

7. SEVERABILITY. If any term, provision or condition contained in the Agreement shall, to any extent, be invalid or unenforceable, the remainder of the Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

8. BINDING ON FUTURE PARTIES. The perpetual easement and all covenants and easements herein shall run with the land and shall inure to the benefit of and be binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this easement and agreement as of the day and year first above written.

OWNER

By: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF OZAUKEE)

Personally came before me this ___ day of _____, 2021, the above named _____ to me known to be such person and acknowledge that he executed the foregoing instrument.

Notary Public, State of Wisconsin
My Commission _____.

CITY OF MEQUON

By: _____
John Wirth, Mayor

By: _____
Caroline Fochs, City Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF OZAUKEE)

Personally came before me this __ day of _____, 2021, the above named John Wirth and Caroline Fochs, Mayor and Clerk of the City of Mequon, respectively, to me known to be such officers and acknowledge that they executed the foregoing instrument in such capacity.

Notary Public, State of Wisconsin
My Commission_____.

Document Drafted By: Timothy J. Weyker, City of Mequon Deputy Director of Public Works

EXHIBIT A

Easement Area Depiction and Description

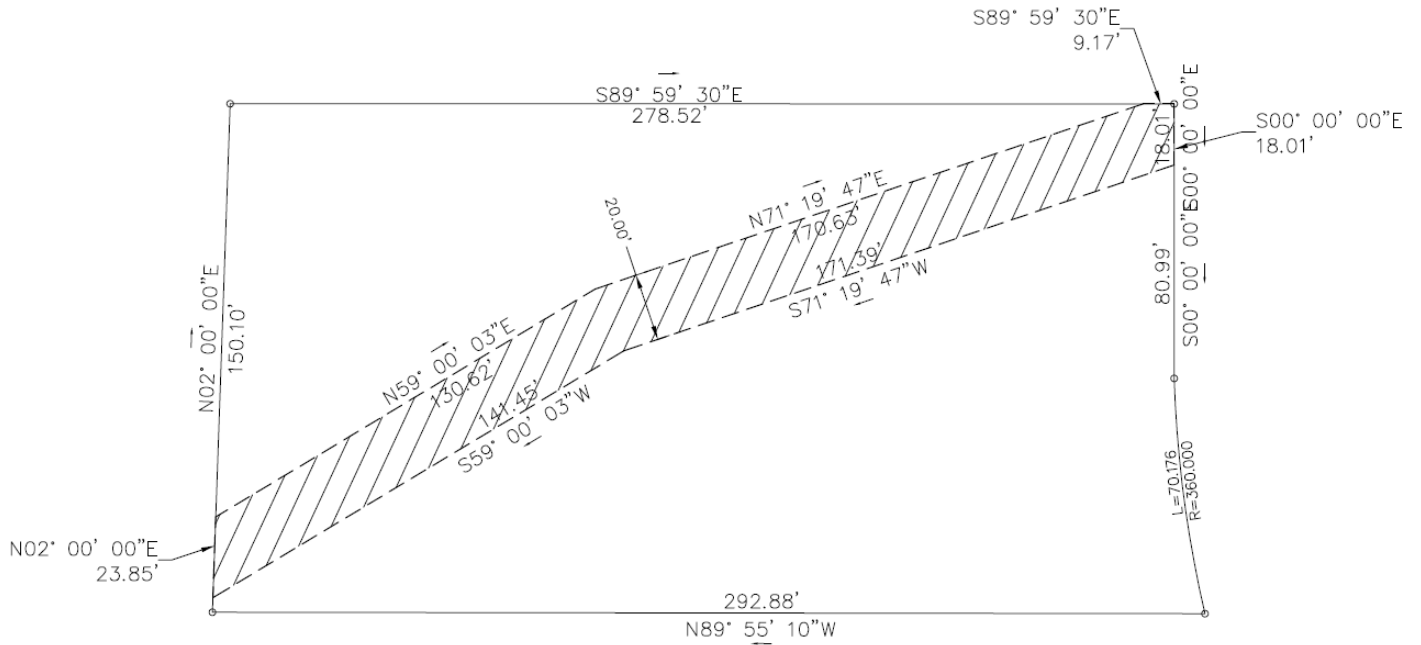


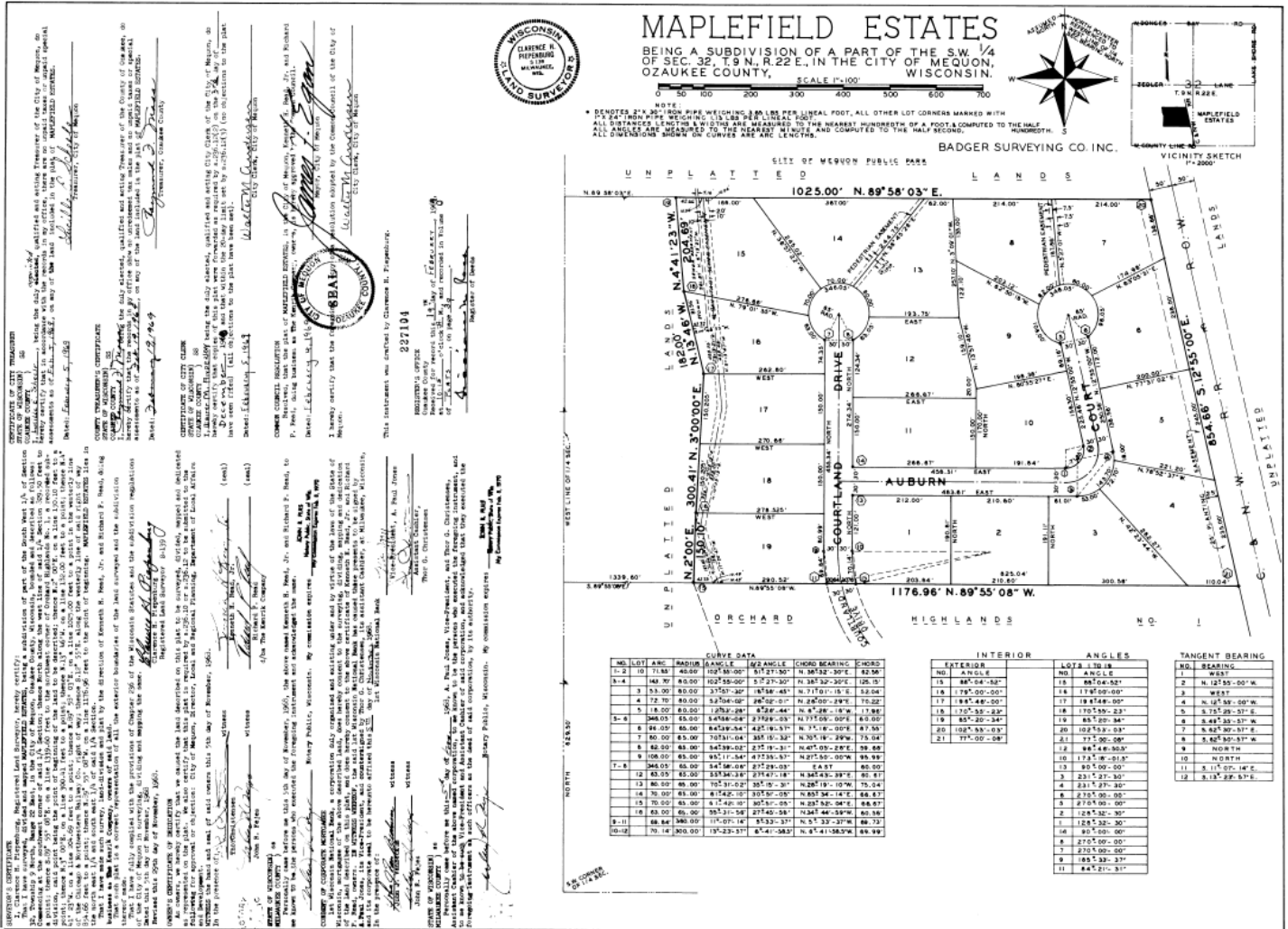
EXHIBIT B

Legal Description of Property

Located at 9731 N Courtland Drive, City of Mequon, Ozaukee County, Wisconsin.

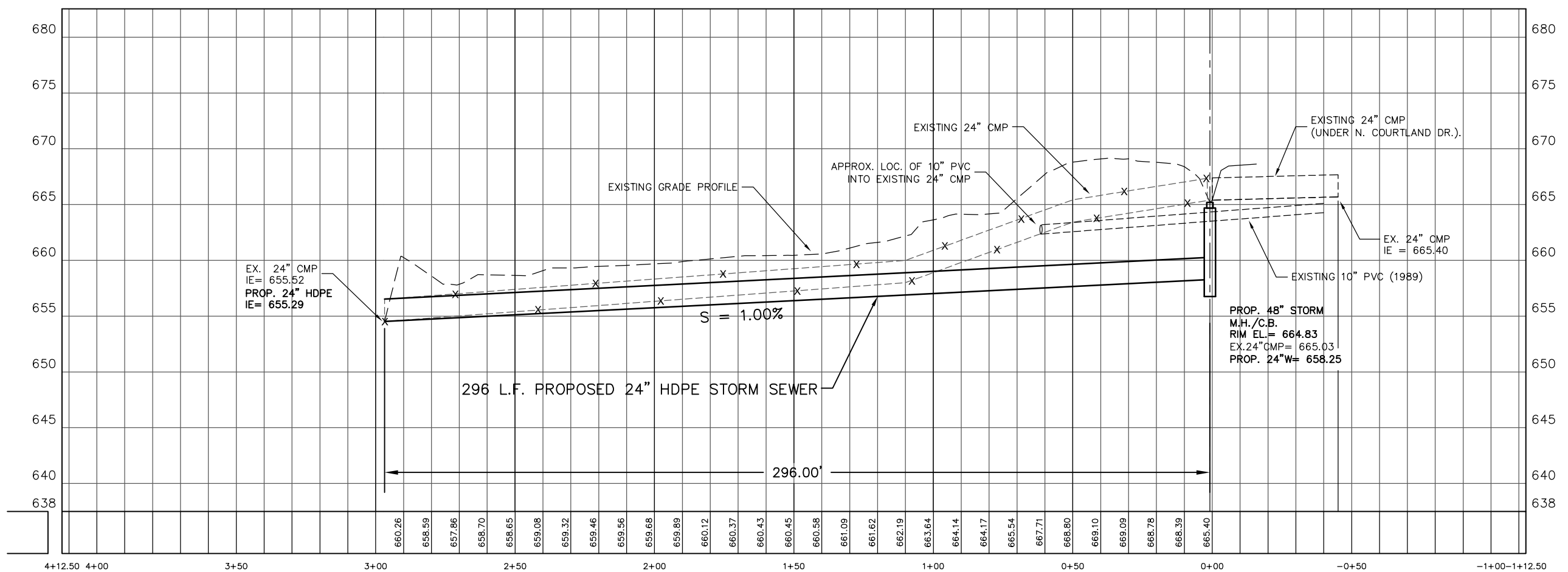
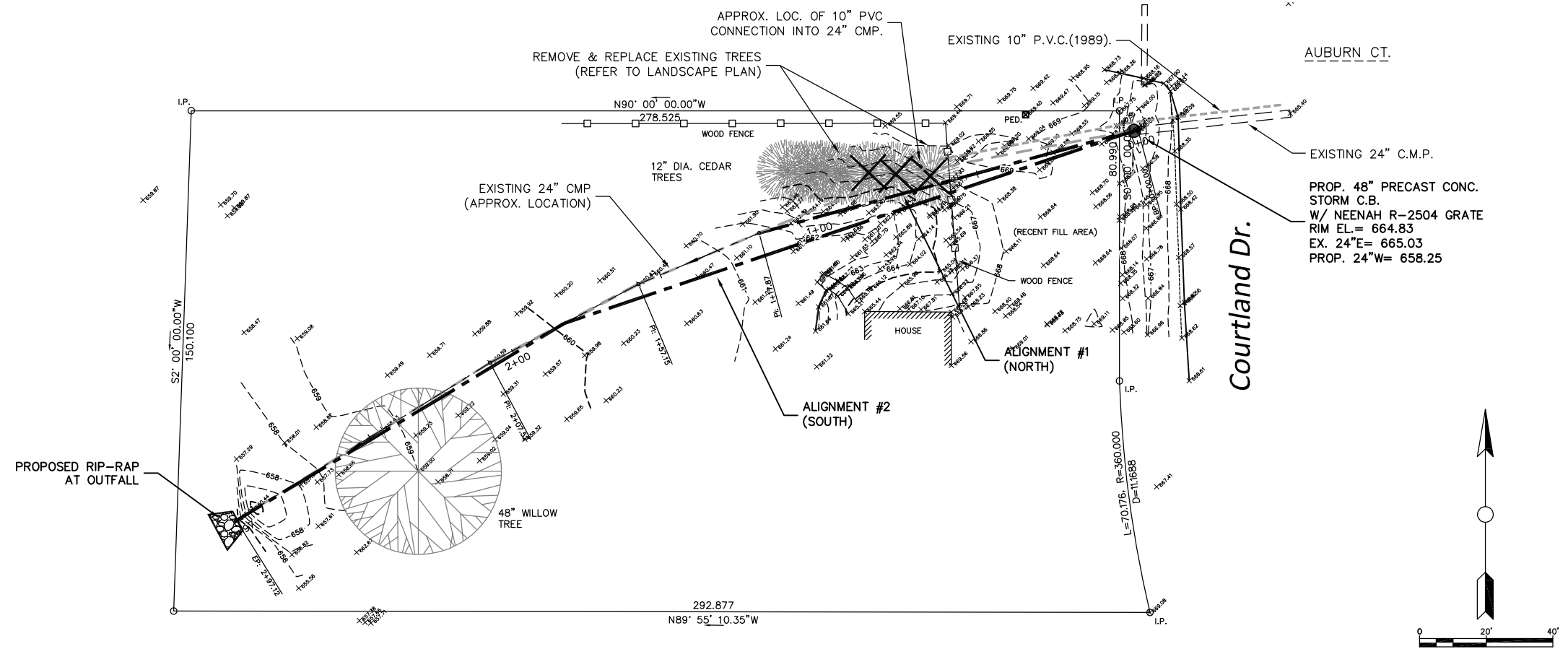
Lot 19 of Maplefield Estates, being a Subdivision of a part of the SW ¼ of Section 32, Township 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin.

Subdivision Plat Shown Below:



6





General Notes

24" STORM SEWER RELAY
9731 N. COURTLAND DR.

No.	Revision/Issue	Date

Firm Name and Address

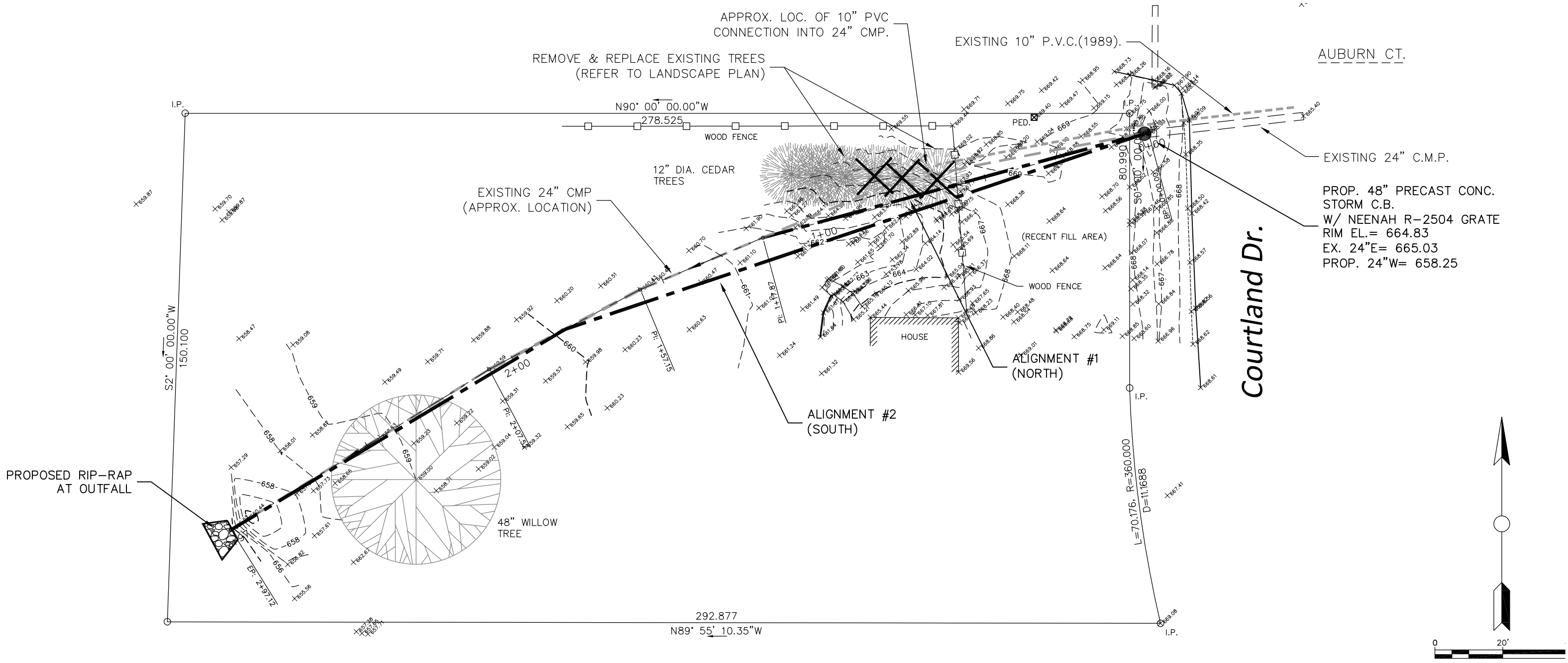


Project Name and Address

24" STORM SEWER RELAY

9731 N. COURTLAND DR.

Project	21-9731	Sheet
Date	1/25/2021	C1.0
Scale	1" = 20'	



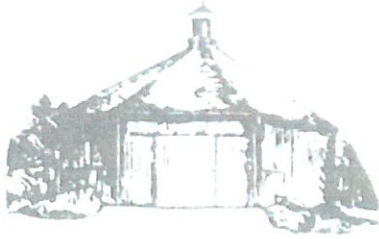
CITY OF MEQUON
WISCONSIN
PROPOSAL SUMMARY

Storm Sewer Drainage Culvert Replacement @ 9731 N. Courtland Drive

PROPOSAL DEADLINE: 2/1/2021 10:00 AM
DATE TIME

<u>PROPOSER</u>	<u>PROPOSAL COST</u>
Ray Clausing Grading, Inc.	\$16,800.00
Mile Rock Site Solutions, LLC	\$19,400.00
Heitman, Inc.	\$38,784.00

Attachment: Proposal Summary 2 1 21 (RESOLUTION 3807 : Acquisition of Drainage Easement & Awarding a Culvert Replacement Project at



RAY CLAUSING GRADING, INC.

11029 N. Swan Rd. • Mequon, Wisconsin 53097

Tele: (262) 242-9194 • Fax: (262) 242-9195

PROPOSAL

P2021-5

City of Mequon
11333 N. Cedarburg Rd

Date: January 26, 2021
Job: Storm sewer relay
9731 N. Courtland Dr.

attn: Tim Weyker

Terms:

1.5% Per month after 30 days

Bid per plans dated 1-25-2021

Provide, install, and remove one temp. culvert for access to the work site

Remove and dispose of 3 large evergreen trees and stumps

Expose the existing utilities in the road right-of-way
using a hydro-vac truck

Install one 48" concrete storm inlet, 5ft tall, with
beehive frame and grate

Install 300 ft. of 24" HDPE pipe, with stone bedding chips
and dirt spoils backfill

**City of Mequon to supply 300 ft of 24" ADS
and one 48" concrete inlet structure.**

Ray Clausen Grading will supply 5/8" bedding chips

Backfill the trench with excavated spoils from on-site

Truck out excess spoil fill

Total

\$ 16,800.00

Supply and deliver 300 ft of 24" HDPE pipe and one 48"
diameter concrete inlet structure with beehive grate, 5 ft tall

add \$ 7,875.00

Although utmost care will be taken, we can not assume responsibility for
incidental damage to access area.

(The above assume that there are no unknown subsurface problems,
utilities, or hazardous materials in excavation area.)

If you have any questions please call.

Joe Clausen

Please sign and return original copy.

Accepted by _____ Date _____

* POSSIBLE ROOT INJECTION OF BIRCH ON NEIGHBORING LOT.

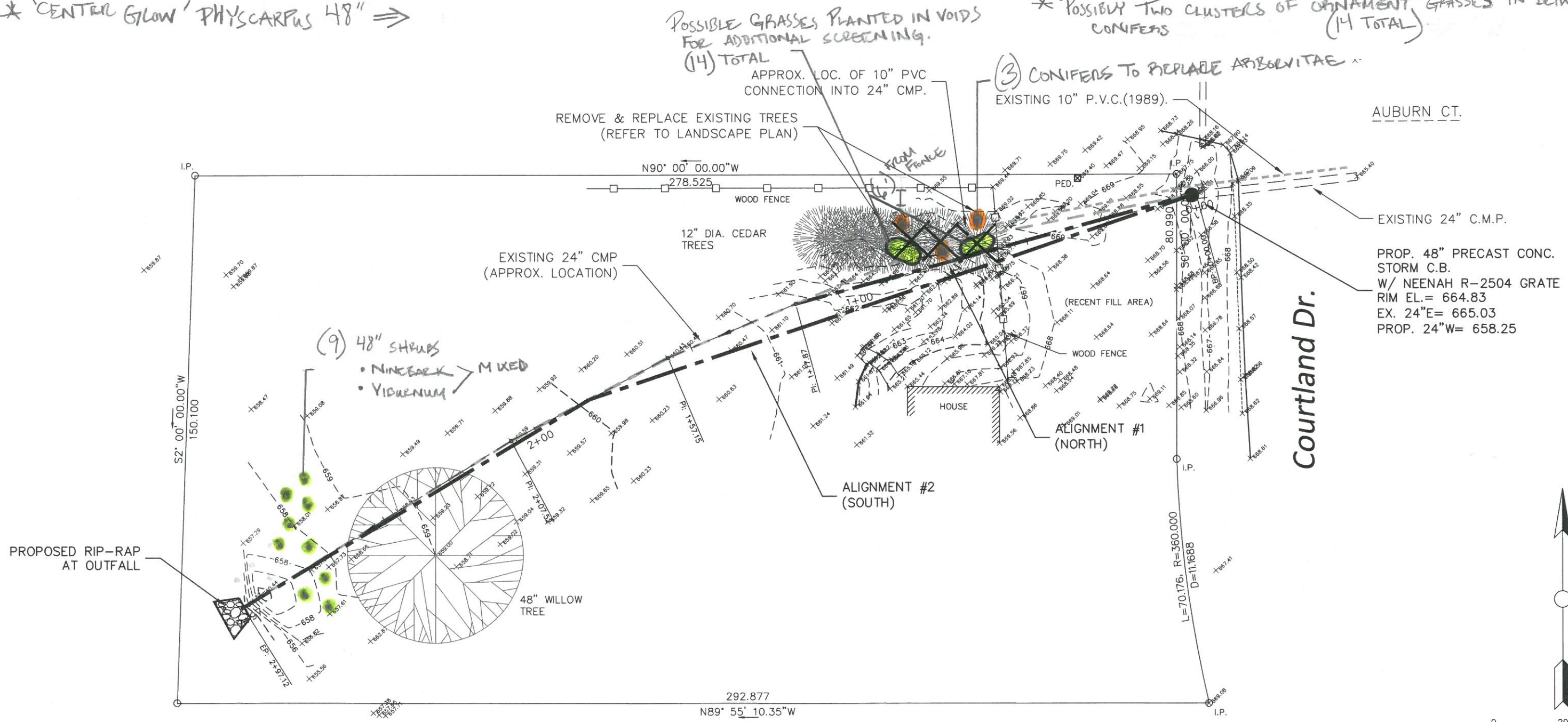
- MICRO/MACRO PACK WILL ALLOW FOR AN INCREASED SURVIVABILITY AND HEALTH OF THE BIRCH THROUGH CONSTRUCTION.

OPTIONS -

- 'STARPOWER' JUNIPER (7') =>
- SERBIAN SPRUCE (8') =>
- WHITE PINE (8') =>

- * RED FEATHER VIBURNUM 48" =>
- * 'CENTER GLOW' PHYSCARPUS 48" =>

* POSSIBLY TWO CLUSTERS OF ORNAMENT GRASSES IN BETWEEN 3 NR CONIFERS (14 TOTAL)



(275'x20') 5500sqft OF SEEDED RESTORATION
APPROXIMATELY 34yds OF TOPSOIL (2" DEEP) =>
50lb-1 BAG OF 300MIX SEED (FESCUE, BLUEGRASS MIX)
20lb- 100MIX SEED (PERENNIAL RYE)
EROSION MNT 6 ROLLS-112.5' X 8' =>



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: February 9, 2021
SUBJECT: RESOLUTION 3809 A Resolution Establishing a Template Memorandum of Understanding for Private Water Trusts Operating in the Public Right-of-Way

Background

New developments which include, or impact public infrastructure are typically approved with a governing Development Agreement which defines both the developer's and the City's responsibility for the initial construction of the development and obligations related to operation and maintenance upon project completion. Additional legal documents may also be required to define utility responsibility or other responsibilities.

Over time, many properties within the City of Mequon have developed with private water trusts. These community systems serve entire subdivisions or business developments from a single well. Typically, the distribution system is located within the City's right-of-way. For most of these developments, there are no existing legal documents which define the rights and responsibilities of the private utility operating within the public right-of-way.

Staff is proposing the adoption of a template memorandum of understanding (MOU), which can be introduced to private water utilities prior to a road program project. The goal is to define the City's role and responsibility for the road infrastructure and the role and responsibility for the private water trust operating in that public right-of-way. This document will protect the private water trust investment in the water distribution system and the City's investment in the road infrastructure.

Analysis

Currently, the City has a number of regulations that otherwise apply to private water trusts. Ordinances define the use of right-of-way, Standard Specifications for Land Development define the means and methods of utility work and road repair, and the City requires right-of-way permits for any work within the right-of-way. However, few private water trusts are aware of the rules and regulations and may unknowingly violate the rules. The template MOU will make the City's regulations clear for the benefit of all concerned.

For example, if a private water trust is operating a capital plan which includes routine replacement of the water laterals, it should be applying for a right-of-way permit for each lateral replacement. Through the permitting process, staff would define the type of pavement repair or restoration required, in accordance with the City's Standard Specifications of Land Development. Absent that permit, the water trust may complete a repair that does not meet City

standards and results in premature deterioration of the roadway at taxpayer cost. Clearly defining the rules and regulations protects the City's investment in the community's road infrastructure.

Likewise, if the City is operating in the right-of-way and damages private infrastructure, the private water trust has a vested interest in ensuring that the repair is completed in accordance with regulations that govern private water utilities. Therefore, requiring that the City to notify a private water trust of projects within the right-of-way is an important component of protecting a trust's investment in its water distribution system.

Pending Council approval, City staff will reach out to private water trusts and request copies of their capital plans, so that staff can utilize these in the City's implementation of its annual road program. When appropriate, but at a minimum prior to administering a road program project that impacts a private water trust, City staff will introduce the template MOU to memorialize the relationship between the two capital programs.

One project tentatively programmed for the 2021 road program is in a subdivision with a private water trust. Approval of this document is recommended prior to the administration of this effort.

Fiscal Impact

Utility work that impacts asphalt pavement leads to premature deterioration of a roadway, which either increases the frequency and/or the cost of the City's annual road program. Repairing roads more frequently than programmed results in an inefficiency that slows the progress of the program. The City annually invests \$1.7M in its road system, and this agreement provides a mechanism to protect that investment.

The proposed MOU should not have an impact on private water trusts, as the regulations memorialized in the agreement are already required by the City's Standard Specifications for Land Development.

Recommendation

Staff recommends that the Public Works Committee endorse, and the Common Council approve, the resolution establishing a template memorandum of understanding for private water trusts operating in the public right-of-way.

Attachments:

MOU Water Trust Public Road (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3809

A Resolution Establishing a Template Memorandum of Understanding for Private Water Trusts
Operating in the Public Right-of-Way

A. Private water trusts operate water distribution infrastructure within the City of Mequon's rights-of-way.

B. The City of Mequon maintains Standard Specifications for Land Development, a document which defines pavement repair requirements for work within these rights-of-way.

C. Many private water trusts developed prior to the City of Mequon's introduction of a standard process to require development agreements that define the roles and responsibilities of private water trusts and the City as it relates to the City's public rights-of-way.

D. Staff recommends that the City adopt a template memorandum of understanding to define the roles and responsibilities of private water trusts and the City as it relates to these public rights-of-way.

E. The Public Works Committee reviewed the template memorandum of understanding at its February 9, 2021 meeting.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin, that a template memorandum of understanding for private water trusts operating in the public right-of-way in the form as attached is adopted for use within the City of Mequon.

Approved by: John Wirth, Mayor

Date Approved: February 9, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 9, 2021.

Caroline Fochs, City Clerk

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MEQUON AND
_____ WATER TRUST**

This Agreement is made and entered into this _____ day of _____, 20____, by and between the City of Mequon, a Wisconsin municipal corporation (the “City”) and _____ (the “Trust”).

RECITALS

1. The Trust owns and maintains infrastructure associated with a private water distribution system within City right-of-way.
2. The City is responsible for maintenance of the road infrastructure and drainage facilities located above and over the water infrastructure within City right-of-way.
3. Both Parties have a vested interest in the infrastructure investment and proper protection thereof.

THEREFORE, in consideration of these Recitals, the mutual agreements, benefits and responsibilities outlined herein, and other good and valuable consideration, receipt or sufficiency of which is hereby acknowledged, the parties agree:

1. Any utility operation, maintenance, repair and/or replacement within the right-of-way is subject to a City right-of-way permit.
2. For routine operation and maintenance by the Trust, such as flushing hydrants or exercising valves, the City will not require a right-of-way permit.
3. For operation, maintenance and repair by the Trust which will disturb the pavement, shoulder or turf, or which will require traffic management within the City right-of-way, the Trust agrees to obtain a City right-of-way permit prior to commencing the work. The Trust will contact Digger’s Hotline prior to any underground work.
4. In cases of a water infrastructure emergency within City right-of-way, the Trust agrees to:
 - a. Notify the City of the emergency within 12 hours of discovering the emergency.
 - b. Apply for an after-the-fact City right-of-way permit, subject to the conditions outlined in this Agreement.
 - c. Restore the City right-of-way, in accordance with the City right-of-way permit and the City’s Standard Specifications for Land Development, current edition.
5. Permit requirements for pavement repair include, but are not limited to, the current requirements of the City’s Standard Specifications for Land Development. As of the date of this agreement, such requirements include:
 - a. Installation Date
 - i. April 15 – November 15: The resulting asphalt section shall be comprised of HMA conforming to Section 3.11.1D on 3” of compacted Base Aggregate Dense $\frac{3}{4}$ ” on slurry backfill.
 - ii. November 16 – April 14: Pavement shall be replaced with 8" concrete high early concrete designed for cold weather conditions in accordance with WisDOT

Standard Specifications Section 415.3.13. Concrete shall be placed on slurry backfill.

- iii. If a concrete patch is installed in accordance with Section 3.11.1A.2 after April 15 but no later than June 15, the concrete shall be removed and replaced with asphalt. An additional right-of-way permit is required for the replacement of the pavement patch.
 - b. Pavement and curb and gutter shall be sawcut prior to removal. The areas of Pavement Repair shall be marked in the field for review and acceptance by the City. These areas shall be saw-cut prior to removing the pavement to provide a uniform joint to butt the new asphaltic concrete pavement repair material.
 - c. The Contractor shall remove and dispose of all the old asphalt pavement, and as much of the granular base as necessary, to provide for an asphalt patch with the same thickness as the surrounding asphalt pavement, or a minimum of 4", whichever is greater
 - d. Materials
 - i. The Asphaltic Concrete Pavement used for Pavement Repair shall conform to the requirement of State Specifications, Section 450, 455, and 460.
 - ii. The type & grade of asphalt used shall be based on traffic volume as listed below:
 - a) MT – Truck route or average daily traffic (ADT) of 3500 or more vehicles per day and Main collector road or arterial road with an ADT of less than 3500
 - b) LT – Local residential streets
 - e. Grade – The grade of the asphalt shall be based on the layer and thickness being paved as listed below:
 - i. 19mm – Lower layers between 2.25 and 4.0 inches thick
 - ii. 12.5mm – Lower layers between 1.75 and 2.25 inches thick or Upper layers over 2.0 inches thick
 - iii. 9.5mm – Upper layers between 1.5 and 2.0 inches thick
 - f. Tack Coat - The Tack Coat material shall meet the requirements of the State Specifications, Section 455.3.2.
 - g. Construction
 - i. After these patch areas have been prepared and inspected by the City, the Contractor shall clean and apply a tack coat to the vertical faces of the existing pavement.
 - ii. The patch areas shall be paved and compacted according to State Specifications, Section 450.
 - iii. The finished patches shall be co-planer with the existing pavement.
 - h. Curb and gutter shall be replaced in kind with High Early 8 bag mix. Drill and install #6 Deformed 24" long tie bars into existing curb and gutter section.
 - i. Inspection
 - i. The City will require full time inspection of the pavement reparation.
 - ii. The City requires inspection of the marked area of repair prior to saw-cutting and requires full time inspection of the base compaction and asphalt paving.
 - iii. Provide the Engineering Division minimum of 24-hour notice for the inspection of the marked area, and minimum of 3 working day notice for base compaction and paving inspection.
6. Where the impact to the pavement is within a single lane of the roadway, the pavement patch as outlined in Section 5 shall include the entire width of the travel lane (typically 11-12 feet), and shall be a minimum of 6 feet wide, or more as required to address the repair.

7. Where the impact to the pavement includes both lanes, or where the impact crosses over the centerline of the pavement, the pavement patch as outlined in Section 5 shall include the entire width of the pavement (typically 22-24 feet), and shall be a minimum of 6 feet wide, or more as required to address the repair.
8. Where the impact to the pavement may consume multiple locations in close proximity, the pavement patch as outlined in Section 4 shall encompass both or all locations, subject to Sections 5 and 6. Close proximity shall include all pavement impacts within 10 or less feet of one another.
9. Where the impact is to soft surfaces, such as turf grass, restoration shall be completed in kind and match the existing grade, including establishment of vegetation, as applicable.
10. Expansion, repairs and replacement of existing private water utility infrastructure are subject to the bedding, cover and backfill requirements as outlined in Section 5.3 of the Standard Specifications for Land Development.
11. Prior to any City administered project within the right-of-way, except for any emergency work necessary, the City will notify the private utility at least 10 business days prior to the start of work to have the private water infrastructure field located.
12. When a City administered project will impact the private water utility, the City will notify the private utility at least 30 business days prior to the start of work to have the impact of the utility addressed. The impact and cost for any adjustments required shall be borne solely by the Trust.

CITY OF MEQUON**OWNER**

By _____
NAME, Mayor

By _____
NAME, TITLE

By _____
NAME, City Clerk

STATE OF WISCONSIN)
)SS
 OZAUKEE COUNTY)

Personally came before me, this ____ day of _____, 20____, the above named **NAME**, Mayor and **NAME**, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Ozaukee County, Wisconsin
My Commission (expires) (is)_____

STATE OF WISCONSIN)
)SS
OZAUKEE COUNTY)

Personally came before me, this _____ day of _____, 20__, the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Ozaukee County, Wisconsin
My Commission (expires) (is)_____

Approved by: _____
 NAME, City Attorney

Attachment: MOU Water Trust Public Road (RESOLUTION 3809 : Private Water Trust MOU)



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

www.ci.mequon.wi.us

Office of Parks and Forestry

TO: Common Council
FROM: Mike Gies, Parks and Forestry Superintendent
DATE: January 20, 2021
SUBJECT: RESOLUTION 3800 A Resolution Approving a Special Event Agreement for Annual Gathering on the Green Festivities Held During the Third Week of July in Rotary Park

Background

Twenty-five years ago, Gathering on the Green came to life. The Thiensville-Mequon Rotary Club had just built a multi-use park including sports fields, a wooded walking area and a gazebo surrounded by ponds. They wanted a grand opening of the gazebo. John Riley, a Rotary Club member, recalled memories of the Boston Pops playing outdoor concerts on the Esplanade in Boston and thought a similar concert would be a perfect opportunity to inaugurate the gazebo. He later joined forces with Milwaukee Ballet prima ballerina Anne Finch to promote a combined performance with the Milwaukee Symphony Orchestra and the Milwaukee Ballet - something that had never been done before. They formed a steering committee, recruited leadership teams and had many years of planning and perseverance to bring the program to fruition. On July 8, 1995 the first Gathering on the Green was performed; it was called "Music in Motion." Since 1995, Gathering on the Green has grown into a regional success, with upwards of 10,000 attendees for the two-day concert event.

Gathering on the Green is again requesting use of Mequon's Rotary Park for their annual event. The event is a community staple and is currently the largest event held at Rotary 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 that requests are approved by the POSB, Public Works Committee and Common Council. The template Special Event Agreement was approved by the Common Council on March 10, 2020.

City staff has worked with Gathering on the Green 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 represent the changes to the original template.

Analysis

The standard template agreement includes 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.

Fiscal Impact

For reference, in 2019 (the last year the event was held) the rental fee was \$3,650, which included a \$750 security deposit. The deposit was returned after the event, less the cost of janitorial supplies.

The basis for the 2021 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.
- 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: 64 hours of sworn officer presence to cover the event (\$102/hour). This will provide 4 officers at night (Friday and Saturday).

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.

- 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.

Potential Policy Consideration

In January, the Common Council approved a Special Event Agreement for Lionsfest. Recognizing that the Thiensville-Mequon Lion's Club is a civic organization that uses the festival as a fund-raising opportunity for charitable contributions within the community, the Common Council modified the fee required by the Special Event Agreement. The fee as approved eliminated the fees for emergency services and reduced the number of days in the

rental to those of the actual event. At the time of approval, the Common Council acknowledged the need to establish a policy outlining which organizations may be considered for a modified fee. As the Gathering on the Green submittal was already in process, no such policy has been established as of the date of application.

Lionsfest and Gathering on the Green are both large events that require a Special Event Agreement, but the events themselves are not equitable. Gathering on the Green is also a civic organization which makes charitable contributions within the community, including improvements at Rotary Park which benefit both the event and expand the opportunities available at the park.

Absent an established policy and to be consistent with the template approved by the Common Council, the POSB recommended the fee for Gathering on the Green as required by the template agreement.

While Lionsfest and Gathering on the Green are independent events, staff is providing supplemental information regarding a means to establish an equitable fee. Without a policy to establish the means and methods for consistency, the Common Council could consider approving the Special Event Agreement with an amendment to the proposed fee. For Lionsfest, the Common Council eliminated the Emergency Services fee. For Gathering on the Green, that would reduce the proposed fee by \$6,528, to a revised total of \$7,320.

Both the original fee for Lionsfest and the proposed fee for Gathering on the Green included rental fees for the both the days of the event itself, and the days associated with preparation and cleanup. In that manner, the rental fee recognizes that both the preparation/cleanup for the event and the event itself impacts the ability for the City to rent the park facilities. For Lionsfest, the Common Council amended the number of days in the rental fee to four, as the event itself runs Thursday through Sunday. For Gathering on the Green, which is a two-day event, that would reduce the proposed fee by \$4,350, to a revised total of \$9,498. If both the Emergency Services fees were eliminated and the number of days reduced, the revised total fee would be \$2,178. Please note that this includes the \$1,000 security deposit, which is refunded less the cost of janitorial supplies.

After discussion, if the Common Council considers an amendment to the Event Fee, it could amend the agreement to revise the fee:

- To eliminate the \$6,528 Emergency Services fee, to a revised Event Fee of \$7,320.
- To reduce the number of rental days to two, for a revised Event Fee of \$9,498.
- To eliminate the Emergency Services fee and reduce the rental days to two, for a revised Event Fee of \$2,178.

Recommendation

The Park and Open Space Board (POSB) unanimously approved Gathering on the Green's Special Event Agreement submittal at the January 20, 2021 POSB meeting. 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 Gathering on the Green at Rotary Park as an annual event.

Attachments:

Special Event Agreement (Gathering on the Green) -CC (PDF)

GOG Memo January 2020- PD (PDF)

Gathering on the Green Map 2019 (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3800

A Resolution Approving a Special Event Agreement for Annual Gathering on the Green
Festivities Held During the Third Week of July in Rotary Park

- 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. Gathering on the Green Inc has requested permission to operate its annual Gathering on the Green concert event at Mequon's Rotary Park, which requires exceptions to Chapter 54, which are allowed with a revision to the template agreement.

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 Gathering on the Green 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 and renewal of the same on an annual basis.
- 2. The Parks and Forestry Superintendent is authorized and directed to execute and deliver the same.

Approved by: John Wirth, Mayor

Date Approved: February 9, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 9, 2021.

Caroline Fochs, City Clerk

CITY OF MEQUON
SPECIAL EVENTS AGREEMENT

Gathering on the Green

Articles of agreement made and entered into this _____ day of _____, 2021, by and between **Gathering on the Green, Inc.**, 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 **Gathering on the Green** (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.
6. **NOW, THEREFORE**, in consideration of these Recitals the mutual agreements, benefits and responsibilities outlined herein, the parties agree:
7. The Renter shall be required to:
8. Event Fee.
 - a. Based upon time of year, number of attendees and duration of the event, the Event Fee for the Event is **\$13,848**. The Event Fee is comprised of the following costs:
 1. **\$5,800** Rental Fee (7 days @ \$725/day)
 2. **\$520** Holding Tank Pumping (2 @ \$260/each)
 3. _____ Field Usage Fee (4 days @ \$80/day)
 4. **TBD** Janitorial Supplies (toilet paper and garbage bags)
 5. **\$6,528** Emergency Services (**64 hours Police @ \$102/hour**)
 6. **\$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.
9. 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.

- 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

10. 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.
11. Portable Toilet and Hand Washing Facilities. For events where the number of attendees exceed the capacity of the Park bathroom facilities, the Renter supplies 35 portable toilets and 7 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.
12. The portable toilets shall arrive no earlier than two days prior to the Event and be removed from the Park no later than end of the day after the Event.
13. Dumpster. The Renter shall provide 2- 30 yard dumpsters 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 the end of the day after the Event.
14. 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.
15. 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.
16. 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.
17. 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.

18. Lost and Found. The City takes no responsibility for personal effects and possessions left on premises during or after any Event.
19. Attendee conduct. Renter is responsible for attendee conduct.
20. No glass containers. For the safety of Event attendees and future public Park users, glass containers are prohibited. Renter is responsible for posting necessary signage restricting use. If a vendor or attendee brings glass to the Event, Renter will also be responsible for any clean-up of glass at the conclusion of the Event.
21. 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.
22. 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.
23. Renter shall not advertise the Event until it has received an executed copy of this Agreement.
24. The City shall be required to:
25. 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.
26. 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.
27. 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.
28. Provide maintenance. Maintenance items that effect the Event shall be addressed by the City no later than 24 hours prior to the event.
29. The Event shall adhere to the following terms and conditions:
30. Follow the requirements of Chapter 54 of the City of Mequon Code of Ordinances, unless an exception is otherwise provided within this document.
31. Date of the Event.
 - a. Restrict the activities of the Event to Friday July 9th, and Saturday July 10th, 2021. Preparation may occur starting no earlier than 8:00 am on Sunday of the week prior to the Event. 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.
 - b. 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.
 - c. 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 third week in July, pending coordination with the Parks and Forestry Superintendent for other committed events. If the Renter has not committed to hold the Event annually by January 1 of the Event year, by signing another Rental

Agreement, the City may in its discretion cancel the reservation.

32. Number of Attendees. The Renter estimates that the daily attendance for the Event will be 5,000 guests for each of the two days of the Event.
33. 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 July 4 – July 12, 2021 making it necessary to include preparation days in the Rental Fee.
34. 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 July 11 and July 12, 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.
35. 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.
36. Hours.
 - a. Duration of the Event. Not including preparation and cleanup, the Event shall occur on:
 - i. Friday from 4:30 pm to 11:30 pm.
 - ii. Saturday from 4:30 pm to 11:30 pm.
 - b. Except for unusual and unforeseen emergencies, parks shall be open to the public every day of the year during designated hours. During the two operational days of the Event the Park will not be open to the public.
 - 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 attendees will not be permitted to remain outside of the Event Hours.
37. 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 at the sole discretion of the Parks and Forestry Superintendent. 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. 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. This shall serve as a contingent, in the case that inclement weather or site conditions make it necessary for an alternative to on grass parking.
- 38. 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.
- 39. 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.
- 40. Noise. All sound must be kept at an acceptable level according to City ordinances.
- 41. Tents. Tents must be anchored by sandbags or other weights, when positioned over parking lot areas. It is not permitted to use stakes that penetrate the parking surface. Stakes may be used for tents within turfed areas. It is the responsibility of the renter to locate utilities prior to tent installation.
- 42. 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.
- 43. 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.
- 44. 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 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. Efforts to consult with Event organizers on final decisions will be considered, with the City (at their discretion) making the final decision.
 - 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. Tornadoes. When the National Weather Service has issued a tornado warning for the area.
45. 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, **health and human safety concerns**, 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.
 - b. No refunds of the Event Fee will be refunded or issued within thirty (30) days of the Event.
46. 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.

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



"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 20, 2021

From: Patrick Pryor, Police Chief

Subject: Gathering on the Green at Rotary Park

The Mequon Police Department has a history of successful planning with the organizers of this event. Historically the department has not had any significant issues with disorderly behavior during this event. There were some past parking/traffic issues which have been resolved since the organization hired a service to assist with parking.

The Mequon Police Department Captains have discussed the event and advised the department would need about 64 hours of sworn officer presence to cover the event. This would provide 4 officers dedicated to the event during the hours of operation on both Friday and Saturday nights.

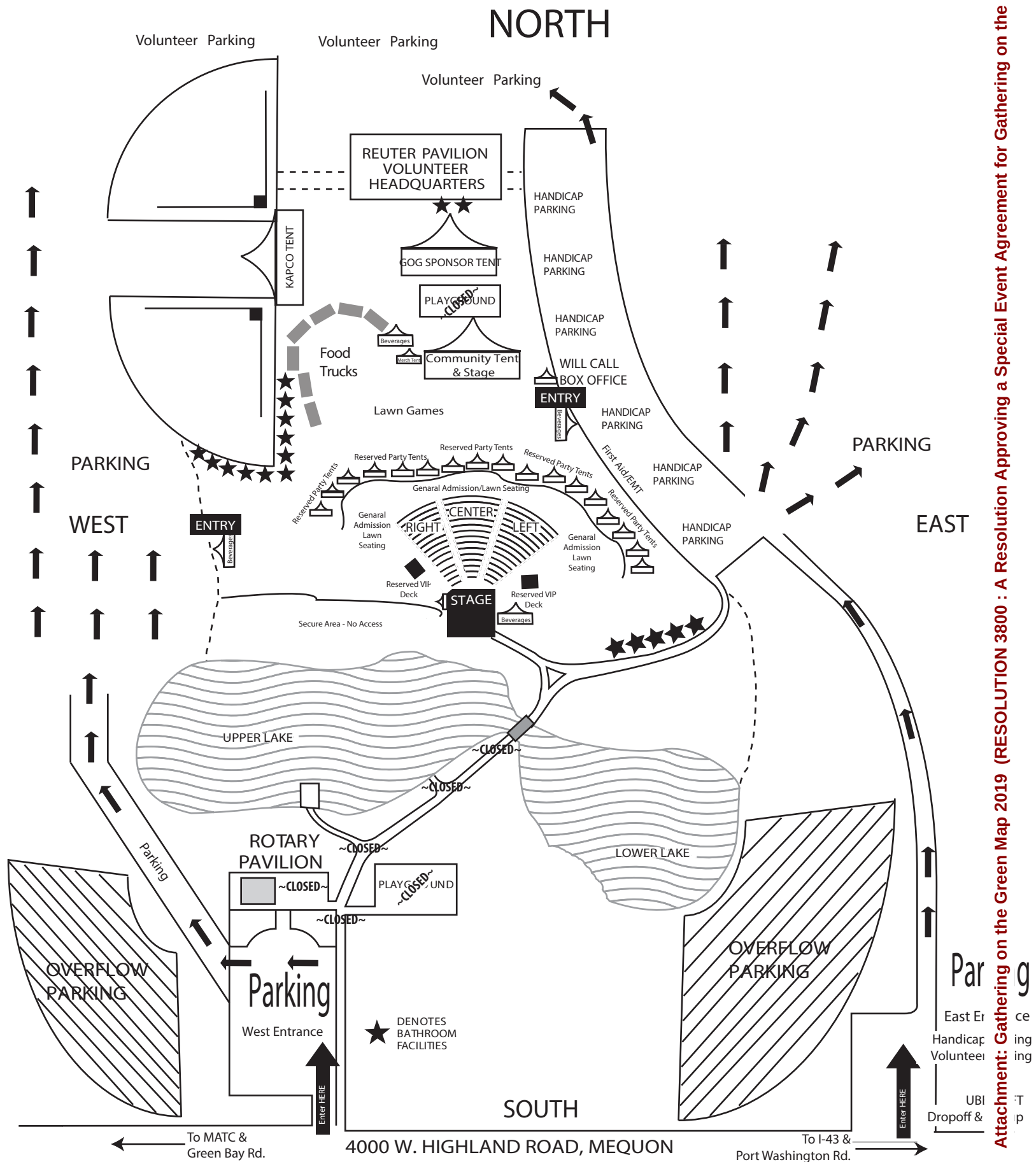
The department would still maintain its regular shift assignments during the times of the event and these officers would act as backup if needed during the event or to respond to complaints in the area outside of the event. The department also has a call-in process that can be implemented to supplement officers if the need arises.

The Police Department would also recommend the organizers continue to use the same parking service that they used in 2019 or a similar service. 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 Operations Captain will work with the event organizers and make sure an emergency operations plan is in place.

Gathering on the Green Map of Rotary Park

6.h.c



Attachment: Gathering on the Green Map 2019 (RESOLUTION 3800 : A Resolution Approving a Special Event Agreement for Gathering on the

PARK IS SMOKE - VAPE - E-CIGARETTE FREE

*PHOTOS & VIDEO WILL BE TAKEN AROUND THE PARK FOR PROMOTIONAL & MEDIA PURPOSES.

MAP IS NOT TO SCALE

Packet Pg. 182



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

www.ci.mequon.wi.us

Office of Fire/Ambulance

TO: Common Council
FROM: David Bialk, Fire Chief
DATE: January 27, 2021
SUBJECT: RESOLUTION 3808 A Resolution Approving the Purchase of a Fire Department First Responder Vehicle from Ewald Automotive Group, Hartford, Wisconsin, Installation of Associated Equipment from General Fire Equipment, Milwaukee, Wisconsin, and Application of Vehicle Graphics from Letters & Signs, Mequon, Wisconsin in the Total Amount of \$42,986

Background

In April 2008, the Fire Department began the First Responder Program. The program schedules two members, one on each side of the City, to take a Fire Department vehicle home and respond 24 hours a day to emergency medical calls. The key benefit to the program is when an EMS call is received, the two first responders go directly to the scene and begin medical care without stopping at the station to pick up equipment. The program has achieved remarkable success by reducing response times to EMS calls by four minutes.

The backbone of the program are the two vehicles members take home each day. After four years of 24 hour-a-day service in all types of weather, the current vehicles need to be downgraded and replaced. One of the current first responder vehicles has 73,000 miles on it and the other is brand new due to having been replaced after an accident in August of 2020. When replaced, the existing first responder vehicles will be used to replace two staff vehicles with 106,000 and 125,000 miles on them. These staff vehicles are used by members for attending training, fire inspections, station work and public education events.

Analysis

A Departmental committee studied both the use of the current vehicles and future needs of the program. The group looked at the Department's present delivery system and made two recommendations. First, the vehicles be kept at a midsize SUV to allow ease of driving and parking; and second, a cabin heater with a connection for external power be installed to eliminate the need to carry equipment in and out of members' homes in the winter.

All makes and models of SUV's were researched. Some vehicles were too big for the Department's purpose and some too light duty for emergency use. The committee also researched vehicle reliability, history of customer complaints and consulted with the Mequon maintenance shop for an opinion. After review, the committee determined the Jeep Grand Cherokee was the best choice as a replacement first responder vehicle.

Fiscal Impact

The cost of a new Jeep Grand Cherokee replacement vehicle is \$29,832 from Ewald Automotive

Group of Hartford, Wisconsin, utilizing the State bid program. The cost to outfit the vehicle with lights, siren, computer mount, and charging stations for medical equipment from General Fire Equipment of Milwaukee is \$11,254. The cost of the equipment package is \$1,000 more for this vehicle than from last September's purchase of a first responder vehicle because staff was able to scavenge some equipment from the vehicle that was destroyed in last summer's accident. The application of graphics and badging on the vehicle from Letters and Signs of Mequon is estimated at \$1,900. As noted, sufficient funds have been budgeted and set aside for this purchase in Capital Account 410791-730012-10014.

Recommendation

A recommendation from the Public Safety Committee is forthcoming on February 9, 2021.

Attachments:

Ewald Vehicle Bid (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3808

A Resolution Approving the Purchase of a Fire Department First Responder Vehicle from Ewald Automotive Group, Hartford, Wisconsin, Installation of Associated Equipment from General Fire Equipment, Milwaukee, Wisconsin, and Application of Vehicle Graphics from Letters & Signs, Mequon, Wisconsin in the Total Amount of \$42,986

A. The City of Mequon Fire Department has a plan for the scheduled replacement of Fire and Emergency Medical Service vehicles, including the City's First Response Medical Units which are in service 24 hours-a-day, 365 days-a-year.

B. To replace the First Response Unit, staff sought out proposals for the purchase of one 2021 Jeep Grand Cherokee specifically modified to perform the role of a First Response Medical Unit and the associated equipment and installation costs.

C. Ewald Automotive Group of Hartford, Wisconsin provided the lowest cost through the State's purchase program for the purchase of one Jeep Grand Cherokee at \$29,832, General Fire of Milwaukee provided a cost of \$11,254 for emergency equipment and installation, and Letters and Signs of Mequon provided a cost of \$1,900 to apply the appropriate Fire Department graphics.

D. Staff recommends the purchase of the vehicle and associated equipment using funds set aside each year for this purpose.

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

1. Staff is hereby authorized and directed to enter into a purchase agreement to replace existing First Response Medical Unit vehicle from Ewald Automotive Group at a price of \$29,832; to purchase and install associated equipment with General Fire Equipment for \$11,254; and to purchase and apply graphics with Letters and Signs for \$1,900.

2. Funds for this purchase not covered through insurance proceeds will be paid from the Fire Vehicle Replacement Account 410791-730012-10014.

Approved by: John Wirth, Mayor

Date Approved: February 9, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 9, 2021.

Caroline Fochs, City Clerk



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

City of Mequon Fire Dept.

Prepared For: David Bialk

262-242-2530

dbialk@ci.mequon.wi.us

Vehicle: [Fleet] 2021 Jeep Grand Cherokee (WKJH74) Laredo E 4x4



Attachment: Ewald Vehicle Bid (RESOLUTION 3808 : Purchase of replacement first responder vehicle)



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2021 Jeep Grand Cherokee (WKJH74) Laredo E 4x4 (✓ Complete)

Quote Worksheet

	MSRP
Base Price	\$34,650.00
Dest Charge	\$1,495.00
Total Options	\$4,790.00
Subtotal	\$40,935.00
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	(\$11,103.00)
Subtotal Discount	(\$11,103.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$29,832.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$29,832.00

Comments:

2021 Jeep Grand Cherokee Laredo E to your specs as detailed, (similar to '18 order). Registration fees are not included. Delivery can be anticipated 90-120 days from receipt of your order.

Dealer Signature / Date

Customer Signature / Date

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Data Version: 11679. Data Updated: Aug 19, 2020 11:12:00 PM PDT.



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2021 Jeep Grand Cherokee (WKJH74) Laredo E 4x4 (✔ Complete)

Standard Equipment

Mechanical

Normal Duty Suspension
 Engine: 3.6L V6 24V VVT UPG I w/ESS (STD)
 Transmission: 8-Speed Automatic (850RE) (MAKE) (STD)
 3.45 Rear Axle Ratio
 GVWR: 6,500 lbs
 50 State Emissions
 Engine Auto Stop-Start Feature
 Transmission w/Driver Selectable Mode and Sequential Shift Control
 Automatic Full-Time Four-Wheel Drive
 Engine Oil Cooler
 650CCA Maintenance-Free Battery w/Run Down Protection
 160 Amp Alternator
 Towing Equipment -inc: Trailer Sway Control
 1370# Maximum Payload
 Gas-Pressurized Shock Absorbers
 Front And Rear Anti-Roll Bars
 Electric Power-Assist Steering
 24.6 Gal. Fuel Tank
 Single Stainless Steel Exhaust
 Permanent Locking Hubs
 Short And Long Arm Front Suspension w/Coil Springs
 Multi-Link Rear Suspension w/Coil Springs
 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

Exterior

Wheels: 18" x 8.0" Fine Silver Aluminum
 Tires: 265/60R18 BSW A/S LRR
 18" X 8" Aluminum Wheels
 Steel Spare Wheel
 Compact Spare Tire Mounted Inside Under Cargo

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Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2021 Jeep Grand Cherokee (WKJH74) Laredo E 4x4 (✔ Complete)

Exterior

- Clearcoat Paint
- Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent
- Body-Colored Rear Step Bumper w/Black Rub Strip/Fascia Accent
- Chrome Side Windows Trim and Black Front Windshield Trim
- Rocker Panel Extensions and Black Wheel Well Trim
- Body-Colored Door Handles
- Body-Colored Power Heated Side Mirrors w/Manual Folding
- Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster
- Deep Tinted Glass
- Speed Sensitive Variable Intermittent Wipers
- Galvanized Steel/Aluminum Panels
- Lip Spoiler
- Body-Colored Grille w/Chrome Accents
- Liftgate Rear Cargo Access
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Roof Rack Rails Only
- Front Fog Lamps
- Perimeter/Approach Lights
- LED Brakelights
- Fully Automatic Aero-Composite Halogen Daytime Running Headlamps w/Delay-Off
- Laminated Glass

Entertainment

- Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Aux Audio Input Jack, Steering Wheel Controls, Voice Activation and Radio Data System
- Radio: Uconnect 4 w/7" Display
- Graphic Equalizer
- 6 Speakers
- Streaming Audio
- GPS Antenna Input
- 2 LCD Monitors In The Front

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Data Version: 11679. Data Updated: Aug 19, 2020 11:12:00 PM PDT.

Aug 20, 2020



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2021 Jeep Grand Cherokee (WKJH74) Laredo E 4x4 (✓ Complete)

Interior

Front Seats w/Power 4-Way Driver Lumbar

12-Way Power Driver Seat -inc: Power Recline, Height Adjustment, Fore/Aft Movement, Cushion Tilt and Power 4-Way Lumbar Support

4-Way Passenger Seat -inc: Manual Recline, Fore/Aft Movement and Fold Flat

60-40 Folding Split-Bench Front Facing Manual Reclining Fold Forward Seatback Cloth Rear Seat

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Oil Temperature, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer

Power Rear Windows and Fixed 3rd Row Windows

Steering Wheel Mounted Audio Controls

Illuminated Front Cupholder

Rear Cupholder

3 12V DC Power Outlets

Compass

Proximity Key For Doors And Push Button Start

Valet Function

Power Fuel Flap Locking Type

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button

Remote Releases -inc: Power Fuel

Cruise Control w/Steering Wheel Controls

HVAC -inc: Console Ducts

Dual Zone Front Automatic Air Conditioning w/Front Infrared

Illuminated Locking Glove Box

Full Cloth Headliner

Leather/Metal-Look Gear Shifter Material

Interior Trim -inc: Simulated Wood/Metal-Look Instrument Panel Insert, Simulated Wood Door Panel Insert, Metal-Look Console Insert and Chrome/Metal-Look Interior Accents

Cloth Bucket Seats

Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination

Day-Night Rearview Mirror

Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 3 12V DC Power Outlets

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Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2021 Jeep Grand Cherokee (WKJH74) Laredo E 4x4 (✓ Complete)

Interior

Front And Rear Map Lights
 Fade-To-Off Interior Lighting
 Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats
 Carpet Floor Trim
 Cargo Area Concealed Storage
 Cargo Features -inc: Cargo Tray/Organizer
 Cargo Space Lights
 Tracker System
 FOB Controls -inc: Cargo Access
 Integrated Voice Command w/Bluetooth
 Google Android Auto
 Apple CarPlay
 Instrument Panel Covered Bin, Driver / Passenger And Rear Door Bins
 Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
 Delayed Accessory Power
 Power Door Locks w/Autolock Feature
 Systems Monitor
 Trip Computer
 Outside Temp Gauge
 Digital/Analog Display
 Manual Anti-Whiplash Adjustable Front Head Restraints and Fixed Rear Head Restraints
 Front Center Armrest w/Storage and Rear Center Armrest
 2 Seatback Storage Pockets
 Sentry Key Engine Immobilizer
 Air Filtration

Safety-Mechanical

Electronic Stability Control (ESC) And Roll Stability Control (RSC)
 ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

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Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2021 Jeep Grand Cherokee (WKJH74) Laredo E 4x4 (✓ Complete)

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags
 Blind Spot Monitoring System Blind Spot
 ParkSense with Stop Rear Parking Sensors
 Tire Specific Low Tire Pressure Warning
 Dual Stage Driver And Passenger Front Airbags
 Curtain 1st And 2nd Row Airbags
 Airbag Occupancy Sensor
 Driver Knee Airbag
 Rear Child Safety Locks
 Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
 ParkView Back-Up Camera

WARRANTY

Basic Years: 3
 Basic Miles/km: 36,000
 Drivetrain Years: 5
 Drivetrain Miles/km: 60,000
 Corrosion Years: 5
 Corrosion Miles/km: Unlimited
 Roadside Assistance Years: 5
 Roadside Assistance Miles/km: 60,000

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Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2021 Jeep Grand Cherokee (WKJH74) Laredo E 4x4 (✓ Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
WKJH74	2021 Jeep Grand Cherokee Laredo E 4x4	\$34,650.00

COLORS

CODE	DESCRIPTION	MSRP
PRV	Velvet Red Pearlcoat	\$245.00

ENGINE

CODE	DESCRIPTION	MSRP
ERC	Engine: 3.6L V6 24V VVT UPG I w/ESS (STD)	\$0.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
DFT	Transmission: 8-Speed Automatic (850RE) (MAKE) (STD)	\$0.00

CPOS PKG

CODE	DESCRIPTION	MSRP
2BE	Quick Order Package 2BE Laredo E -inc: Engine: 3.6L V6 24V VVT UPG I w/ESS, Transmission: 8-Speed Automatic (850RE) (MAKE)	\$1,550.00

PRIMARY PAINT

CODE	DESCRIPTION	MSRP
PRV	Velvet Red Pearlcoat	\$245.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
A5X9	Black, Cloth Bucket Seats	\$0.00

Attachment: Ewald Vehicle Bid (RESOLUTION 3808 : Purchase of replacement first responder vehicle)

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Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2021 Jeep Grand Cherokee (WKJH74) Laredo E 4x4 (✓ Complete)

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
AHX	Trailer Tow Group IV -inc: Rear Load Leveling Suspension, 180 Amp Alternator, 7 & 4 Pin Wiring Harness, Class IV Receiver Hitch	\$995.00
AJY	Security & Convenience Group -inc: Cargo Compartment Cover, Remote Start System, 115V Auxiliary Power Outlet, Universal Garage Door Opener, Heated Front Seats, Heated Steering Wheel, Power Liftgate, Security Alarm	\$2,000.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
TBP	Full Size Spare Tire	Inc.

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
CSC	Cargo Compartment Cover	Inc.
Options Total		\$4,790.00

Attachment: Ewald Vehicle Bid (RESOLUTION 3808 : Purchase of replacement first responder vehicle)

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Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2021 Jeep Grand Cherokee (WKJH74) Laredo E 4x4 (✓ Complete)

Price Summary

PRICE SUMMARY

	MSRP
Base Price	\$34,650.00
Total Options	\$4,790.00
Vehicle Subtotal	\$39,440.00
Destination Charge	\$1,495.00
Grand Total	\$40,935.00

Attachment: Ewald Vehicle Bid (RESOLUTION 3808 : Purchase of replacement first responder vehicle)

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

www.ci.mequon.wi.us

Office of Sewer Utility District Commission

TO: Common Council
FROM: Kevin Driscoll, Deputy Director of Utilities
DATE: February 9, 2021
SUBJECT: RESOLUTION 3810 A Resolution Awarding the Following in Connection with Phase 3 Rehabilitation Work on the Mequon-Thiensville Sanitary Sewer Interceptor: A) A Contract for Cured-in-Place Lining to Insituform of Chesterfield, Missouri in the Amount of \$738,575; and B) A Contract for Inspection Services to Kapur and Associates, Inc. of Milwaukee, Wisconsin in the Amount of \$38,052

Background

The 2021 Sanitary Sewer Budget was adopted October 27, 2020 and included a number of capital improvements. Much of the work is a continuation of prior years' improvements and upgrades to the sanitary sewer collection system and lift stations as components age and deteriorate.

The Mequon-Thiensville Sanitary Sewer Interceptor was built in 1986 and has deteriorated due to hydrogen sulfide formation from the force mains and gravity sewers. The Mequon-Thiensville Sanitary Sewer Interceptor Rehabilitation work is critical to both the operation of the City of Mequon and Village of Thiensville's sanitary sewer systems. Both the Village of Thiensville and City of Mequon rely on this interceptor prior to its connection with the MMSD's metropolitan interceptor sewer. The rehabilitation of the Mequon/Thiensville Sanitary Sewer Interceptor will address the infrastructure condition of the sanitary sewer system in advance of the scheduled WisDOT paving of Cedarburg Road from Mequon Road to County Line Road. Four phases of sewer work are planned. The first phase was completed in 2017, the second phase was completed in 2020. This contract is for the third and final phase of cured-in-place lining. An additional fourth project is planned in 2022 as part of a State-Municipal Agreement (SMA) for open-cut flow equalization at Donges Bay Road and Sherwood Drive, during the STH 57 road reconstruction project.

Analysis

The Mequon-Thiensville Sanitary Interceptor Sewer Rehabilitation work listed above is critical to both the operation of the City of Mequon and Village of Thiensville's sanitary sewer systems. Staff has requested written bids from multiple companies for the Mequon-Thiensville Sanitary Interceptor Sewer Rehabilitation. In addition, staff has requested proposals from qualified consulting engineers for the specialized inspection of this work.

Staff has received written bids from multiple companies for the Mequon-Thiensville Sanitary Sewer Interceptor Rehabilitation project, which are detailed below and included in the bid summary form attached as Exhibit A.

Contractor	Bid Price
InsituForm	\$738,575
Visu-Sewer	\$771,913
Michels Pipeline Services	\$857,645
Granite Inliner	\$877,120

For project inspection services, staff requested proposals from five local consulting firms with construction inspection divisions. Four of five responded to staff's request for proposals. The cost of the construction inspection and administrative services for two shifts to observe sewer work for 40 days is estimated at \$38,052, including laboratory material testing. The work will be billed based on the actual time performing inspection, and a summary of proposed fees is depicted below and also included as Exhibit B.

Contractor	Inspection Fees
Kapur	\$38,052
Bloom	\$42,134
Clark Dietz	\$42,580
raSmith	\$49,920

Fiscal Impact

The fiscal year 2021 budget included \$1,000,000 in the Gravity Sewer Account 610669-740001 for this third and final phase to rehabilitate the Mequon-Thiensville Sanitary Interceptor. The bid and proposal total equal \$776,627.

A cost sharing agreement was established on March 11, 1987 with Thiensville for this interceptor sewer, and Thiensville is responsible for reimbursing Mequon for approximately one third of the contract expense which totals \$261,335. This agreement is attached for reference as Exhibit C.

Recommendation

Staff recommends that the Sanitary Utility District Commission favorably endorse, and the Common Council approve the resolution to complete the third and final phase of inspection and rehabilitation of the Mequon -Thiensville Sanitary Interceptor.

Attachments:

Exhibit A - Bid Opening Summary (PDF)

Exhibit B - M-T Inspection Summary (PDF)

Exhibit C - M-T Funding Agreement (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3810

A Resolution Awarding the Following in Connection with Phase 3 Rehabilitation Work on the Mequon-Thiensville Sanitary Sewer Interceptor: A) A Contract for Cured-in-Place Lining to Insituform of Chesterfield, Missouri in the Amount of \$738,575; and B) A Contract for Inspection Services to Kapur and Associates, Inc. of Milwaukee, Wisconsin in the Amount of \$38,052

A. A number of capital improvement projects were identified as part of the FY2021 Sanitary Sewer budget adopted by the Common Council on October 27, 2020.

B. These projects are critical to the City's sanitary sewer operations.

C. City staff has received and evaluated multiple bids for installation and inspection of the project.

D. City staff recommends that the capital projects totaling \$776,627 be awarded to the following contractors:

1. Rehabilitation of the Mequon-Thiensville Sanitary Interceptor with Cured-In-Place Lining to Insituform for \$738,575.
2. Inspection of the Mequon-Thiensville Sanitary Interceptor Rehabilitation to Kapur & Associates for \$38,052.

E. The FY 2021 Sanitary Utility Capital Improvement Budget and the Budget Transfer Resolution 3792 have established adequate funds for the Mequon-Thiensville Sanitary Interceptor Rehabilitation projects.

F. The Sewer Utility District Commission at its meeting on February 9, 2021 endorsed staff's recommendations.

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

1. City staff be authorized to contract for Rehabilitation of the Mequon-Thiensville Sanitary Interceptor with Cured-In-Place Lining to Insituform for \$738,575.
2. City staff be authorized to contract for Inspection Services of the Mequon-Thiensville Sanitary Interceptor Rehabilitation to Kapur & Associates for \$38,052.
3. Funding for this contract will be from the Sewer Utility Gravity Sewer Account

610669-740001 at a total contract cost of \$776,627.

4. The Mayor and City clerk are authorized and directed to execute and deliver the same.

Approved by: John Wirth, Mayor

Date Approved: February 9, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 9, 2021.

Caroline Fochs, City Clerk

CITY OF MEQUON

Exhibit A (p.1 of 2)

WISCONSIN

BIDS RECEIVED FOR: Mequon-Thiensville Sanitary Interceptor Rehabilitation #1953-K-21

BID OPENING:

1/21/2021

DATE

2:00 PM

TIME

BIDDER	City Prequal	Product Prequal	Addendum No 1	TOTAL BASE BID	TOTAL ADDITIVE #1 BID	TOTAL
Insituform Technologies	x	x	x	\$731,347.50	\$7,227.20	\$738,574.70
Visu-Sewer	x	x	x	\$757,492.50	\$14,420.00	\$771,912.50
Michels	x	x	x	\$847,085.00	\$10,590.00	\$857,675.00
Granite Inliner	x	x	x	\$868,840.00	\$8,208.00	\$877,048.00

Attachment: Exhibit A - Bid Opening Summary (RESOLUTION 3810 : Awarding a Contract for Mequon-

Exhibit A (p.2 of 2)

Contract No. 1953-K-21: Mequon-Thiensville Sanitary Interceptor Rehabilitation

ITEM NUMBER	BASE BID ITEMS	UNIT	EST.		InsituForm		Granite Inliner		Visu-Sewer		Michels	
			QUANTITY									
1	36-Inch Nominal Diameter Sanitary Sewer Cured In Place Pipe Lining	LF	4,680		\$136.90	\$640,692.00	\$155.00	\$725,400.00	\$145.00	\$678,600.00	\$142.00	\$664,560.00
2	Temporary Mainline Sewer By-pass	LS	1		\$4,132.90	\$4,132.90	\$55,000.00	\$55,000.00	\$24,600.00	\$24,600.00	\$87,400.00	\$87,400.00
3	Temporary Building Sewer By-pass	EACH	1		\$103.60	\$103.60	\$1,000.00	\$1,000.00	\$5.00	\$5.00	\$3,500.00	\$3,500.00
4	Reinstate Active Sanitary Lateral	EACH	1		\$501.00	\$501.00	\$300.00	\$300.00	\$500.00	\$500.00	\$155.00	\$155.00
5	Accommodation Allowance	Each	1		\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00
6	Removal of Lateral Intrusion	EACH	1		\$580.10	\$580.10	\$560.00	\$560.00	\$10.00	\$10.00	\$300.00	\$300.00
7	Lateral Grouting	GAL	5		\$569.80	\$2,849.00	\$400.00	\$2,000.00	\$250.00	\$1,250.00	\$890.00	\$4,450.00
8	Traffic Control	LS	1		\$1,290.60	\$1,290.60	\$3,000.00	\$3,000.00	\$6,000.00	\$6,000.00	\$20,000.00	\$20,000.00
9	Allowance for 36-inch dia. Sanitary Sewer Spot Repair, Class “C” Bedding	LF	10		\$1,500.00	\$15,000.00	\$1,500.00	\$15,000.00	\$1,500.00	\$15,000.00	\$1,500.00	\$15,000.00
10	Clean and Examine Sanitary Sewer Pre-installation CCTV and Post-construction CCTV	LF	4,680		\$3.50	\$16,380.00	\$3.50	\$16,380.00	\$5.00	\$23,400.00	\$9.00	\$42,120.00
11	Heavy Cleaning	LF	50		\$5.20	\$260.00	\$50.00	\$2,500.00	\$20.00	\$1,000.00	\$25.00	\$1,250.00
12	Install Manhole Seals	EACH	12		\$2,175.40	\$26,104.80	\$3,400.00	\$40,800.00	\$10.00	\$120.00	\$250.00	\$3,000.00
13	Surface Restoration (Asphalt)	SY	55		\$57.00	\$3,135.00	\$85.00	\$4,675.00	\$71.50	\$3,932.50	\$50.00	\$2,750.00
14	Surface Restoration (Shoulder)	SY	35		\$36.30	\$1,270.50	\$20.00	\$700.00	\$25.00	\$875.00	\$50.00	\$1,750.00
14	Surface Restoration (Grass)	SY	135		\$139.80	\$18,873.00	\$10.00	\$1,350.00	\$15.00	\$2,025.00	\$5.00	\$675.00
	Total Base Bid Items 1 through 15:					\$731,347.50		\$868,840.00		\$757,492.50		\$847,085.00
ITEM NUMBER	ADDITIVE BID ITEMS	UNIT	EST.		InsituForm		Granite Inliner		Visu-Sewer		Michels	
			QUANTITY									
16	Quality Control, Plate Sample Testing 36-inch dia. Sanitary Sewer CIPP Lining	EA	8		\$17.60	\$140.80	\$300.00	\$2,400.00	\$300.00	\$2,400.00	\$200.00	\$1,600.00
17	Quality Control, 2-inch dia. Core Sample Testing 36-inch dia. Sanitary Sewer CIPP Lining	EA	4		\$16.60	\$66.40	\$300.00	\$1,200.00	\$1,250.00	\$5,000.00	\$200.00	\$800.00
18	Temperature Sensor 36-inch dia. Sanitary Sewer CIPP Lining	LF	4,680		\$1.50	\$7,020.00	\$1.00	\$4,680.00	\$1.50	\$7,020.00	\$1.75	\$8,190.00
	Total Additive Bid Items 16 through 18					\$7,227.20		\$8,280.00		\$14,420.00		\$10,590.00

Attachment: Exhibit A - Bid Opening Summary (RESOLUTION 3810 : Awarding a Contract for Mequon-Thiensville Sanitary Interceptor Phase 3)

Exhibit B

CITY OF MEQUON

WISCONSIN

Summary of Proposals for Inspection Services of the Mequon-Thiensville Sanitary Interceptor Rehabilitation #1953-K-21

1/22/2021

DATE

4:30 PM

TIME

Task Description	Kapur	Bloom	Clark Dietz	raSmith
1. Meetings	\$1,076.00	\$1,124.00	\$1,920.00	\$1,984.00
2. Review of Submittals	\$880.00	\$4,608.00	\$1,640.00	\$1,456.00
3. Construction Inspection	\$33,660.00	\$26,660.00	\$32,000.00	\$38,008.00
4. Construction Administrative Services	\$2,436.00	\$9,742.00	\$7,020.00	\$8,472.00
Totals	\$38,052.00	\$42,134.00	\$42,580.00	\$49,920.00
Hourly Rates				
Construction Administrator	\$159/hr	\$128/hr	\$120/hr	\$160/hr
Inspector	\$82/hr	\$88/hr	\$100/hr	\$88/hr

COMMON COUNCIL
OF THE
CITY OF MEQUON
RESOLUTION NO. 925

APPROVING THE THIENSVILLE-MEQUON INTERCEPTOR SEWER
COST SHARING AGREEMENT

WHEREAS, the Common Council deems it advantageous to the City of Mequon to participate jointly with the Village of Thiensville in the construction of a sanitary sewer interceptor in North Cedarburg Road from Mequon Road south to County Line Road;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Mequon that the Thiensville-Mequon Interceptor Sewer Cost Sharing Agreement attached hereto be and is hereby approved.

BE IT FURTHER RESOLVED that the appropriate city officials be and are hereby authorized to execute the Thiensville-Mequon Interceptor Sewer Cost-Sharing Agreement on behalf of the City of Mequon.

Approved: _____

Constance A. Pukaite
Constance A. Pukaite, Mayor

Date Approved: _____

3-11-87

This is to certify that the foregoing resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on the tenth day of March, 1987.

Louise M. Rzentkowski
Louise M. Rzentkowski, City Clerk

Published: March 18, 1987

THIENSVILLE-MEQUON INTERCEPTOR SEWER
COST-SHARING AGREEMENT

AGREEMENT, by and between the VILLAGE OF THIENSVILLE, a municipal corporation ("Thiensville"), and the CITY OF MEQUON, a municipal corporation ("Mequon").

WHEREAS:

1. The parties are in the same drainage area as the Milwaukee Metropolitan Sewerage District ("MMSD").
2. Thiensville is required to connect its sanitary sewer system to the MMSD system, and, to accomplish this connection, is planning to build an interceptor sewer (the "interceptor") through the Village and south to Mequon Road (the "Thiensville Interceptor"), and from Mequon Road south to the Milwaukee County line (the "M-T Interceptor"), in accordance with the plans and specifications known as the "Mequon-Thiensville Joint Facilities Plan (1986)."
3. Thiensville is negotiating with MMSD so that, upon completion of the interceptor, Thiensville's local sewers may connect to MMSD and Thiensville's local sewage flow into MMSD's sewerage system for transmission and disposal.
4. Future development in Mequon will be facilitated by the presence of an interceptor sewer.
5. Mequon and Thiensville will mutually benefit if they cooperate toward the construction of the M-T Interceptor.
6. It is estimated that the cost of the M-T Interceptor will be \$2,397,000. It is also estimated that \$1,208,000 in grant moneys will be available. After application of the grants received, the estimated net cost of construction will be \$1,189,000.
7. The interceptor will have a capacity of approximately 20.8 cubic feet per second, based on Thiensville's design flow of 7.0 cfs., or 33.65%, and Mequon's design flow of 13.8 cfs., or 66.35%.
8. The parties desire to share the net costs of construction of the M-T Interceptor on the basis of the design flows.

NOW, THEREFORE, in consideration of the foregoing, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, THE PARTIES AGREE AS FOLLOWS:

SECTION I.

1. CONSTRUCTION OF INTERCEPTOR.

1.1. Thiensville shall Construct. Thiensville shall build the Thiensville Interceptor sewer through the Village and south to Mequon Road and the M-T Interceptor from Mequon Road south to the Milwaukee County line, in accordance with the plans and specifications known as the "Mequon-Thiensville Joint Facilities Plan (1986)."

1.2. Assignment of Easements. Mequon shall assign to Thiensville its rights in any easements or rights of way which it currently possesses, and which are necessary and appropriate to the construction of the interceptor. Mequon shall grant to Thiensville, across land owned by Mequon, any easements or rights of way which are necessary and appropriate to the construction of the interceptor.

SECTION II.

2. CAPITAL COSTS.

2.1. Grant-eligible Construction Costs. The net costs of construction of the M-T Interceptor shall be divided between the parties on the basis of design flows, with Mequon bearing 66.35% of such costs, and Thiensville bearing 33.65% of such costs. Net costs consist of the total costs of construction of the M-T Interceptor minus the grant moneys received and attributable to these costs.

2.2. Additional Construction Costs. Other costs of construction, including, but not limited to, the cost of litigation concerning and acquisition of necessary easements, shall be divided between the parties, with Mequon bearing 66.35% of such costs, and Thiensville bearing 33.65% of such costs. In any such litigation or other proceedings, Mequon shall have the rights to participate as a co-party and to be represented by counsel of its choice. No such litigation shall be commenced without the knowledge and consent of both parties hereto.

2.3. Payment. Not more often than monthly, Thiensville shall bill Mequon for its share of the costs of construction of the M-T Interceptor. Said amounts billed shall be due and payable on the first day of the month following the month of billing.

2.4. Capital Reimbursements from MMSD. This subsection shall apply only in the case that Thiensville receives capital cost reimbursement from MMSD based on the entire cost of the interceptor (including amounts for which Mequon has paid). In such case, capital cost reimbursements from MMSD attributable to the construction costs of the M-T Interceptor shall be shared between the parties on the same basis as the costs were shared. Mequon shall receive 66.35% and Thiensville shall receive 33.65% of such reimbursements.

SECTION III.

3. OPERATION AND MAINTENANCE.

3.1. Duty of Maintenance. Mequon shall be responsible for the maintenance of the M-T Interceptor in accordance with applicable MMSD rules.

3.2. Allocation of Costs. Costs of the operation and maintenance ("O&M" costs) of the M-T Interceptor shall be divided between the parties, with Mequon bearing 66.35% of such costs, and Thiensville bearing 33.65% of such costs.

3.3. Payment. Not more often than quarterly, Mequon shall bill Thiensville for its share of the O&M costs. Said amounts billed shall be due and payable on the first day of the month following the month of billing.

SECTION IV.

4. CONNECTIONS.

4.1. Municipal sewers. Mequon may connect its municipal mains and laterals to the M-T Interceptor at any point it deems appropriate, at Mequon's expense.

4.2. Private Connections. This agreement shall not affect or redefine the Thiensville sewer service area; nor shall it create any right to any private party to connect to or discharge into the interceptor.

4.3. MMSD Regulations. Notwithstanding anything to the contrary contained elsewhere in this agreement, prior to making or allowing any direct or indirect connections to the M-T Interceptor, all necessary approvals shall have been obtained from MMSD. Sewage from discharge points shall at all times comply with all applicable regulations promulgated by MMSD.

SECTION V.

5. PROMPT PAYMENT.

5.1. Disputed Charges. Mequon agrees to pay in full all amounts billed by Thiensville to Mequon pursuant to this contract. Mequon agrees that, before it may for any reason contest the validity or amount of any such billing, it shall first have paid the full amount thereof to Thiensville. Mequon agrees that its sole remedy against Thiensville shall be to seek a refund of any payment which it challenges. If Mequon is successful in such a challenge, Thiensville shall pay, in addition to the principal amount in dispute, interest at the rate of one percent (1%) for each month, or fraction thereof, from the time of payment until the excess payment is returned.

5.2. Late Payment Charges. If Thiensville bills Mequon within thirty days prior to the due date of a bill, Mequon shall be allowed thirty days in which to pay said amount and, if the amount billed is not paid within such period, it shall bear interest at the rate of one percent (1%) for each month, or fraction thereof, from the date of billing until paid.

SECTION VI.

6. TERM.

6.1. The parties acknowledge that they are entering into this contract in reliance on each other's commitment to remain a continuous, long-term user of the M-T Interceptor, and agree not to terminate their use of the M-T Interceptor at any time before the year 2005 A.D.

SECTION VII.

7. ASSIGNMENT.

7.1. Either party shall have the right, at any time, to assign to MMSD its rights and duties created by or pursuant to this contract, including its rights as assignee of any easements. Such assignment, however, shall in no way serve to diminish or hamper the rights of the other party as they are established herein.

SECTION VIII.

8. SEVERABILITY.

8.1. The provisions of this contract are declared to be severable. Judicial invalidation of any provision of this contract shall have no effect on the validity and enforceability of any other section, subsection or other provision of this agreement.

SECTION IX.

9. CONTINGENCIES. This contract shall become binding upon the parties only upon the occurrence of the following events:

9.1. MMSD Contract. Thiensville shall enter into a contract, free of any remaining contingencies, with MMSD for the connection of the interceptor to MMSD and the transmission and disposal of sewage conveyed by the interceptor to MMSD.

9.2. Village Board Approval. This contract shall be approved by a majority of the Village Board of the Village of Thiensville.

9.3. City Council Approval. This contract shall be approved by a majority of the Common Council of the City of Mequon.

IN WITNESS WHEREOF, this agreement has been executed on behalf of the Village of Thiensville, pursuant to a resolution dated 3-10, 1987, and on behalf of the City of Mequon, pursuant to a resolution dated March 10, 1987.

VILLAGE OF THIENSVILLE

By: Robert C. Warber
Robert C. Warber, President

Attest: John R. Gibbons
John R. Gibbons, Clerk

CITY OF MEQUON

By: Constance A. Pukaite
Constance A. Pukaite, Mayor

Attest: Louise M. Rzentkowski
Louise M. Rzentkowski, Clerk

Approved as to form on
April 2, 1987.

Robert L. Feind, Jr.
Robert L. Feind, Jr.
Village Attorney
Village of Thiensville

Approved as to form on
John A. Meyer, 1987.

John A. Meyer
City Attorney
City of Mequon

APPOINTEE INFORMATION SHEET

Name of Board or Commission: Frank L. Weyenberg Library Board of Trustees

Position: Trustee
(Indicate Member, Trustee, Alternate, Architect, etc).

Name of Appointee: Maria C. Gonzalez-Cerra

Address: 9736 N. Lamplighter Lane (53092)
(Include zip code)

Appointment by Mayor: X Appointment by Alderman: _____

At Large Appointment: X Aldermanic Dist. Appointment _____
(Dist. Number)

Appointee Term Length: Fulfilling remaining 16 months/3 year term Appointee Term Expiration Date: 5/1/2022

Comments: _____

TYPE OF APPOINTMENT

New: X Reappointment: _____

If new, is this appointment filling an unexpired term? Yes: X No: _____

Name of person being replaced: Heather M. Baden

Date submitted to Council: February 9, 2021

Copy to Website _____

<u>SCHOOL</u>	<u># OF YEARS ATTENDED</u>	<u>AREAS OF STUDY</u>	<u>WHERE</u>
High School	<u>4</u>		Southwest Miami HS
College	<u>4</u>	Honors in Biology	Rollins College
Post Graduate	<u>4</u>	Medical Doctor	U. of Miami School of Medicine
Trade/Specialty	<u>3</u>	General Pediatrics	U. of Miami/Jackson Memorial Hospital

Rate the Board(s), Commission(s) and/or Committee(s) in order of preference -#1 being first choice:

☐ Architectural Board	☐ Hiram Schmidt Fund
☐ Board of Appeals	☐ Joint Mequon-Thiensville Bike & Pedestrian Way
☐ Board of Police & Fire Commissioners	☐ Commission
☐ Board of Review	☐ Landmarks Commission
☐ Economic Development Board	☐ Mequon Nature Preserve Advisory Committee
☐ Ethics Board	☐ Milwaukee River Advisory Committee
☐ Festivals Committee	☐ Park and Open Space board
☒ Frank L. Weyenberg Library	☐ Planning Commission
☐ Board of Trustee	☐ Tree Board

The following information will be held in confidence and is for review if considered for the Board of Police and Fire Commission. Have you ever been convicted of a criminal offense? No

Would you be willing to allow the Police Department to conduct a background investigation? Yes

I understand that the information provided to the City of Mequon contained herein becomes public upon submittal of this application.

m.c. Gonzalez-Gonzalez
Signature

Date _____

Maria C Gonzalez-Cerra, MD
General Pediatrician

9736 N Lamplighter Ln
 Mequon WI 53092
 715.612.1997
northwoods5@mac.com

PROFILE

Date and Place of Birth: July 23, 1968 in Havana, Cuba
 Citizenship: United States, Cuba
 Spoken Languages: English, Spanish, conversational French
 Spouse: Shishir N. Sheth, MD, Otolaryngologist with Advocate Aurora Health Care in Milwaukee WI
 Children: Melissa Ann age 26, Amber Maria age 23, and Benjamin Alexander age 19

EXPERIENCE

Retired, 2017-present
 Pediatrician, Ministry Medical Group, Eagle River WI, 2002-2017
 Pediatrician, Ministry Medical Group, Rhinelander WI, 2001-2002
 University of Miami School of Medicine, Child Protection Team Assessment Center Physician, 1999-2000
 Self-employed in private practice in Miami, FL, general pediatrics, March-August, 1999
 Writing Consultant, Rollins College Writing Center, Winter Park, FL 1989 - 1991

LICENSURE AND CERTIFICATION

Diplomate of the American Board of Pediatrics, certified 1999, Retired MOC in good standing
 Diplomate of the National Board of Physicians and Surgeons, Pediatrics MOC 2016-2018
 Licensed in State of WI, 2001-present

EDUCATION AND TRAINING

University of Miami/ Jackson Memorial Hospital: Residency in Pediatrics, December 1998
 University of Miami School of Medicine: MD, May 1995
 Rollins College, Winter Park, Florida: BS, Honors in Biology, May 1991

HONORS

Jackson Memorial Hospital Certificate of Appreciation for Breastfeeding Education, 1998
 Florida Pediatric Society Warren Quillian Pediatrics Award, 1995
 New York Southern Society Algernon Sydney Sullivan Award, 1991
 Omicron Delta Kappa Honor Society, 1990
 Phi Eta Sigma Honor Society, 1988

VOLUNTEER ACTIVITIES

Medical College of Wisconsin-Milwaukee, Facilitator for M2 Foundational Capstone Course, 2019-present
 Reading Tutor, Milwaukee Excellence School, 2019
 Northwoods Breastfeeding Coalition, 2008-2017
 Medical College of Wisconsin-Central Wisconsin Regional Applicant Advisory Committee, 2015-2016
 Rhinelander District Library Foundation, president 2013-2014, member 2002-2014
 Rhinelander Area Scholarship Foundation, 2004-2005
 La Leche League Leader, retired 2007
 Voluntary Assistant Professor of Pediatrics, Univ. of Miami School of Medicine, 1999
 University of Miami School of Medicine Florida Keys Health Fair, 1991 - 1995, 1998 - 2000
 Camillus Health Concern, Clinic For the Homeless, Miami, FL 1990 - 1995
 University of Miami School of Medicine Student Council Convention, 1996

HOBBIES AND INTERESTS

Knitting, sewing, sashiko embroidery, hiking, kayaking, reading

PERSONAL AND PROFESSIONAL REFERENCES

Furnished upon request

APPOINTEE INFORMATION SHEET

Name of Board or Commission: Mequon Nature Preserve, Inc. Board of Directors

Position: Director
(Indicate Member, Trustee, Alternate, Architect, etc).

Name of Appointee: Andrew Nerbun

Address: 136 E. Beechwood Drive (53092)
(Include zip code)

Appointment by Mayor: X Appointment by Alderman: _____

At Large Appointment: X Aldermanic
Dist. Appointment _____
(Dist. Number)

Appointee Term Length: Fulfilling 27 months/3-year term Appointee Term
Expiration Date: 5/1/2023

Comments: _____

TYPE OF APPOINTMENT

New: X Reappointment: _____

If new, is this appointment filling an unexpired term? Yes: X No: _____

Name of person being replaced: Christine Nuernberg

Date submitted to Council: February 9, 2021

Copy to Website _____