



11333 N. Cedarburg Road
Mequon, WI 53092
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www.ci.mequon.wi.us

Office of the City Clerk
Taped and Televised

**Common Council
Tuesday, February 14, 2023 - 7:30 PM
or Immediately Following the
Mequon Municipal Water Utility Commission Meeting
Christine Nuernberg Hall**

Agenda

- 1) Call to Order**
- 2) Pledge of Allegiance**
- 3) Roll Call**
- 4) Report of January 10, 2023 Special Election Results**
- 5) City Clerk to Administer Oath of Office to Alderman Bill Gebhardt, District 8**
- 6) Personal Appearances and Public Comment:**

Citizens wishing to address the Council on any matter **not** on the agenda may do so at this time. If you desire to be heard on agenda items, you may be heard when that item is considered on the agenda. Please speak into the microphone at the podium. The time limitation is **FIVE** minutes. **To speak or to have your opinion recorded, please complete a registration slip found on the table in the lobby and return it to the bin in the Council Chambers.**
- 7) Public Officials' Reports:**
 - a) Mayor
 - b) City Administrator
- 8) Consent Agenda:**
 - a) Common Council meeting minutes of January 10, 2023
 - b) Architectural Board meeting minutes of December 12, 2022
 - c) Economic Development Board meeting minutes of November 29, 2022
 - d) Festivals Committee meeting minutes of November 16, 2022
 - e) Finance-Personnel Committee meeting minutes of December 13, 2022
 - f) Joint Mequon-Thiensville Bike and Pedestrian Way Commission meeting minutes of December 15, 2022 and January 5, 2023
 - g) Park and Open Space Board meeting minutes of November 16, 2022

- h) Planning Commission meeting minutes of December 12, 2022
- i) Public Welfare Committee meeting minutes of December 13, 2022
- j) Sewer Utility District Commission meeting minutes of December 13, 2022
- k) Zoning Enforcement and Site Compliance Report Through February 1, 2023
- l) **RESOLUTION 4010** - A Resolution Approving a Development Agreement for the Highland Meadows Subdivision Consisting of 37 Single-Family Lots Located at 1310 West Highland Road; **Recommended by Planning Commission January 23, 2023.**
- m) **RESOLUTION 4011** - A Resolution Designating Mequon, Wisconsin as a Bee City USA; **Recommendation Forthcoming by Public Welfare Committee February 14, 2023.**
- n) **RESOLUTION 4012** - A Resolution Authorizing Renewal of an Application with Bird City Wisconsin and Observing World Migratory Bird Day in Conjunction with Arbor Day; **Recommendation Forthcoming by Public Welfare Committee February 14, 2023.**

9) Ordinances:

- a) **ORDINANCE 2023-1638** - An Ordinance Amending Chapter 2 of the Mequon Municipal Code Related to Electronic Attendance at City Meetings. **Recommended by Public Welfare December 13, 2022; First Reading at Common Council January 10, 2023.**

10) Resolutions:

- a) **RESOLUTION 4013** - A Resolution Authorizing Expenditures and Awarding Contracts for the Final Phase of Public Improvement Projects in the Town Center Tax Increment District (TID) No. 3 for the Reconfiguration of Mequon Road, OIT Crossing Improvements, Overhead Utility Burial, Street Lighting, Streetscaping, Signage, Land Acquisition and Ancillary Maintenance in the Amount of \$5,365,627; **Recommendation Forthcoming by Committee of the Whole February 14, 2023.**
- b) **RESOLUTION 4014** - A Resolution Authorizing the Purchase and Implementation of Electronic Poll Books, Supplies and Training in an Amount Not-to-Exceed \$90,000; **Recommendation Forthcoming by Finance-Personnel Committee February 14, 2023.**
- c) **RESOLUTION 4015** - A Resolution Approving a Town Center Business Loan Between Bank Five Nine and Tamatito in the Amount of \$25,000, for a Restaurant Located at 6300 West Mequon Road; **Recommended by Economic Development Board January 24, 2023; Further Recommendation Forthcoming by Finance-Personnel Committee February 14, 2023.**
- d) **RESOLUTION 4016** - A Resolution Amending the Template Memorandum of Understanding for Private Water Trusts Operating in the Public Right-of-Way, to Reference the City's Standard Specifications for Land Development; **Recommendation Forthcoming by Public Works Committee February 14, 2023.**
- e) **RESOLUTION 4017** - A Resolution Authorizing Installation of Widened Paved Shoulders Along Highland Road from Wauwatosa Road to the Railroad Crossing West of Cedarburg Road; **Recommendation Forthcoming by Public Works Committee February 14, 2023.**

- f) **RESOLUTION 4018** - A Resolution Rejecting a Bid for the City Hall Roof Replacement Project from Noffke Roofing of Mequon, Wisconsin, Due to a Bidder's Error; **Recommendation Forthcoming by Public Works Committee February 14, 2023.**
- g) **RESOLUTION 4019** - A Resolution Awarding the 2023 City Hall Roof Replacement Contract to Alois Roofing and Sheet Metal, of West Allis, WI, in the Amount of \$335,995; **Recommendation Forthcoming by Public Works Committee February 14, 2023.**
- h) **RESOLUTION 4020** - A Resolution Authorizing Supplemental Inspection Services in Excess of \$25,000 During the 2023 Construction Season with the Following Engineering Firms: GRAEF, Kapur & Associates, R.A. Smith, Ruekert-Mielke and SHE; **Recommendation Forthcoming by Public Works Committee February 14, 2023.**
- i) **RESOLUTION 4021** - A Resolution Authorizing Execution of an Intergovernmental Agreement with the Village of River Hills for Municipal Water Service; **Recommendation Forthcoming by Mequon Municipal Water Utility Commission February 14, 2023.**

11) Specified Unfinished Business From Prior Meetings: None.

12) Specified New Business: None.

13) Potential Closed Session:

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

14) Adjourn

Dated: February 9, 2023

/s/ Andrew Nerbun, Mayor

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

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



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Office of the City Clerk
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**COMMON COUNCIL
Regular Meeting
Tuesday, January 10, 2023 - 7:30 PM
or Immediately Following the
Sewer Utility District Commission Meeting
Christine Nuernberg Hall**

Minutes

1) Call to Order

Mayor Nerbun called the meeting to order at 7:41 PM.

2) Pledge of Allegiance

3) Roll Call

Present:

Mayor Andrew Nerbun
Alderman Robert Strzelczyk
Alderman Glenn Bushee
Alderman Dale Mayr
Alderman Jeffrey Hansher
Alderman Mark Gierl
Alderman Brian Parrish
Alderman Kathleen Schneider
Alderman Vacant Seat - **Absent**

Also present: City Administrator Jones, City Attorney Sajdak, Community Development Assistant Director Zader, Assistant City Administrator/Human Resources Director Schoenemann, Police Chief Pryor, Fire Chief Bialk, Executive Assistant of Communication Enea, press and interested public.

4) Public Hearing:

- a) **ORDINANCE 2022-1636** - An Ordinance Amending a Planned Unit Development (PUD) to Allow a Total of 10 Units for the Property Located Directly West of 11649 N. Port Washington Road; Recommended by Planning Commission November 21, 2022; First Reading at Common Council December 13, 2022.

1) Public hearing

Motion to open the public hearing for **ORDINANCE 2022-1636**.

Attachment: 01-10-23_CC_draft minutes (8094 : Common Council meeting minutes of January 10, 2023)

RESULT: **Approved by Voice Acclamation [7-1]**
MOVED BY: Alderman Strzelczyk
SECONDED BY: Alderman Parrish

AYES:	Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider
DEEMED NO:	Vacant Seat

Motion to close the public hearing for **ORDINANCE 2022-1636**.

RESULT: **Approved by Voice Acclamation [7-1]**
MOVED BY: Alderman Mayr
SECONDED BY: Alderman Gierl

AYES:	Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider
DEEMED NO:	Vacant Seat

2) Consideration of Ordinance

ORDINANCE 2022-1636 - An Ordinance Amending a Planned Unit Development (PUD) to Allow a Total of 10 Units for the Property Located Directly West of 11649 N. Port Washington Road.

Assistant Community Development Director Zader provided an overview. In 2018 the development was approved for 8 units, comprised of two three-unit buildings and a two-unit building. The current request is to change the request to five two-unit buildings and have a building separation of 15 feet. This increases the density by two. It still complies with the R-6 zoning district in terms of density and open space requirements. A small frontage road will be added to ease congestion near the Aster Woods access point.

RESULT: **Approved by Voice Acclamation [7-1]**
MOVED BY: Alderman Parrish
SECONDED BY: Alderman Gierl

AYES:	Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider
DEEMED NO:	Vacant Seat

5) Personal Appearances and Public Comment: None.

6) Public Officials' Reports:

a) Mayor: None.

b) City Administrator

City Administrator Jones announced the District 8 Special Election is nearly over and the new Alderperson will be sworn in at next month's Common Council meeting. In addition, the

County Line Road overpass was closed today and is estimated to remain closed until mid-2023. Updates can be found at the Department of Transportation 511 website.

Police Chief Pryor provided an update on the dispatch services. On January 1, 2023 all dispatch services are now operated by Ozaukee County, 24 hours a day. This established a single answering point for all 911 calls, should reduce call transfers and should improve call response times. Calls to the non-emergency phone line are now answered by a phone tree between the hours of 7:30 am - 7:30 pm. The lobby still remains open 24/7 to the public. The lobby window will be staffed between 7:30 am - 7:30 pm, Monday through Friday, and from 8:00 am - 4:30 pm on Saturdays and Sundays. A direct line phone to Ozaukee County dispatch is also located in the lobby. A lockable safe room is also available inside the lobby with phone access to Ozaukee County.

Fire Chief Bialk provided an update on Josh Lipp, one of our Firefighter/Paramedics that was severely injured while helping motorists after a traffic accident on December 23rd. He continues to recuperate at home and thanks everyone for their prayers, concerns, and donations.

7) Consent Agenda:

- a) Common Council meeting minutes of December 13, 2022
- b) Architectural Board meeting minutes of November 14, 2022.
- c) Board of Appeals meeting minutes of June 2, 2022.
- d) Finance-Personnel Committee meeting minutes of November 9, 2022.
- e) Joint Mequon-Thiensville Bike and Pedestrian Way Commission meeting minutes of November 10, 2022.
- f) Mequon Municipal Water Utility Commission meeting minutes of October 27, 2022.
- g) Public Safety Committee meeting minutes of October 11, 2022.
- h) Public Welfare Committee meeting minutes of November 9, 2022.
- i) Public Works Committee meeting minutes of October 26, 2022.
- j) Sewer Utility District Commission meeting minutes of November 9, 2022.
- k) Zoning Enforcement and Site Compliance Report through January 1, 2023.
- l) **RESOLUTION 4007** - A Resolution Approving a Development Agreement for an 11-Lot Subdivision Upon the Property Located at 10766 North Torrey Drive.
- m) 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 2023-1638** - An Ordinance Amending Chapter 2 of the Mequon Municipal Code Related to Electronic Attendance at City Meetings.

RESULT: First Reading

- 2) **ORDINANCE 2023-1639** - An Ordinance Amending Chapter 50 and Section 46-133 of the Mequon Municipal Code, Relating to Nuisances Within the City Including Noise.

The Public Welfare Committee tabled this ordinance at their meeting.

RESULT: First Reading

Motion to approve Consent Agenda items A-L which are the monthly list of reports and minutes and **RESOLUTION 4007**.

RESULT: Approved by Voice Acclamation [7-1]

MOVED BY: Alderman Strzelczyk

SECONDED BY: Alderman Mayr

AYES:	Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider
DEEMED NO:	Vacant Seat

8) Ordinances:

- a) **ORDINANCE 2022-1633** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code, Establishing Banquet Facilities as Conditional Uses in the B-2 (Community Commercial), TC (Town Center) Districts, and Conference Centers as Conditional Uses in the B-2 (Community Commercial), B4 (Business Park) Zoning Districts.

Motion to remove **ORDINANCE 2022-1633** from the table.

RESULT: Approved by Voice Acclamation [7-1]

MOVED BY: Alderman Strzelczyk

SECONDED BY: Alderman Schneider

AYES:	Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider
DEEMED NO:	Vacant Seat

The Committee of the Whole recommended **ORDINANCE 2022-1633** for approval after removing the AC (Arrival Corridor) and the Ulao Creek zoning districts.

Motion to approve **ORDINANCE 2022-1633**, as amended by Committee of the Whole.

RESULT: Approved by Voice Acclamation [7-1]

MOVED BY: Alderman Strzelczyk

SECONDED BY: Alderman Parrish

AYES:	Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider
DEEMED NO:	Vacant Seat

- b) **ORDINANCE 2022-1637** - An Ordinance Amending Chapter 2 of the Mequon Municipal Code, in Connection with Eliminating the Position of Emergency Dispatcher.

RESULT: **Approved by Voice Acclamation [7-1]**
MOVED BY: Alderman Schneider
SECONDED BY: Alderman Strzelczyk

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider
DEEMED NO: Vacant Seat

9) Resolutions:

- a) **RESOLUTION 4008** - A Resolution Authorizing a Transfer of \$36,661 from the Information Technology Division's 2022 Budget to the Division's Capital Account, in Connection with the Completion of Planned City Network Upgrades in 2023.

RESULT: **Approved by Roll Call Vote [7-1]**
MOVED BY: Alderman Mayr
SECONDED BY: Alderman Strzelczyk

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider
DEEMED NO: Vacant Seat

- b) **RESOLUTION 4009** - A Resolution Approving the Purchase of Two Portable Back-Up Pumps and Appurtenances from Wisconsin Pump Works of Green Bay, Wisconsin, in the Amount of \$149,319.

RESULT: **Approved by Roll Call Vote [7-1]**
MOVED BY: Alderman Schneider
SECONDED BY: Alderman Strzelczyk

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider
DEEMED NO: Vacant Seat

10) Specified Unfinished Business From Prior Meetings: None.

11) Specified New Business: None.

12) Potential Closed Sessions:

- a) Potential Claim Against the Mequon Police Department: The Common Council may convene into closed session pursuant to Wis. Stat. §19.85(1)(g) for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, and then may reconvene into open session to take such action as deemed appropriate.

Motion to go into Closed Session to discuss the potential claim against the Mequon Police Department.

RESULT: **Approved by Roll Call Vote [8-1]**
MOVED BY: Alderman Hansher
SECONDED BY: Alderman Gierl

AYES:	Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun
DEEMED NO:	Vacant Seat

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

The Common Council did not seek action on the item and therefore did not discuss in Closed Session.

RESULT: **No Vote**

13) Adjourn

Mayor Nerbun adjourned the Common Council at 8:10 PM.

Respectfully Submitted,
Kathy Andrykowski
Deputy Clerk



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INSPECTION DIVISION

ARCHITECTURAL BOARD MINUTES
Monday, December 12, 2022
6:00 PM
Lower-Level Conference Room

Minutes

1. Call to Order, Roll Call

Present: Chairman Scott Reed

Members at Large: John Mikkelson, Michael Wade, Curtis Helm, Janet Ehn,
 Bluma Lotman

Building Inspector: Greg Golden

2. Meeting Minutes

Minutes from the November 14, 2022, meeting were approved by District Representative Janet Ehn and seconded by District Representative Michael Wade.
 Minutes were approved unanimously.

3. Application Submittals:

No.	Alder. District /Time	Type of App	Owner(s) / Project Address	Contractor
1)	Dist. 3 6:00 pm	New Single-Family Residence	Veridian Homes LLC 10539 N. Coneflower Drive Subd: The Enclave	Cont: Veridian Homes LLC Arch: Veridian Homes LLC
Moved to Approve: <u>Mikkelson</u> Seconded by: <u>Ehn</u> Approved: <u>Yes</u> Vote: <u>Unanimously</u> Conditions: Plans approved as submitted with the condition that window grids (2x2) are consistent on all elevations.				
2)	Dist. 4 6:05 pm	Addition: Attached Garage	Bryon Baker 9815 N. Melrose Court Subd: Huntington Park #2	Cont: Great Day Improvements Arch: Great Day Improvements
Moved to Approve: <u>Reed</u> Seconded by: <u>Wade</u> Approved: <u>Yes</u> Vote: <u>Unanimously</u> Conditions: Plans approved as submitted with the condition that the new roof should match the existing structure (shingles over foam).				
3)	Dist. 4 6:15 pm	Addition: Attached Garage	Kevin Eggert 11006 N. Sherwood Drive Subd: Assessor's Plat	Cont: Owner Arch: KMG
Moved to Approve: <u>Ehn</u> Seconded by: <u>Reed</u> Approved: <u>Yes</u> Vote: <u>Unanimously</u> Conditions: Plans approved as submitted. Note: Siding on house will eventually be replaced with LP Board or Hardy Plank while keeping the cedar trim to ensure that all elevations will be consistent.				

Attachment: Arch Brd minutes_12-12-22 (8096 : Architectural Board meeting minutes of December 12, 2022)

4)	Dist. 6 6:25 pm	New Single-Family Residence	Stephen & Karly Sheperd Lot #6 on Pine Tree Circle	Cont: TBD
			Subd: Eschrich Park	Arch: New Horizon Ventures

Moved to Approve: Reed
 Seconded by: Wade
 Approved: Yes
 Vote: Unanimously

Conditions: Plans approved as submitted.

5)	Dist. 7 6:30 pm	New Single-Family Residence	Jessica Roberts 10538 N. Gazebo Hill Parkway	Cont: Victory Homes of WI
			Subd: Gazebo Hill	Arch: David Pluim

Moved to Approve: Wade
 Seconded by: Ehn
 Approved: Yes
 Vote: Unanimously

Conditions: Plans approved as submitted with the condition that the four tall-profile windows on the rear elevation bump-out (Hearth Room) include transom windows to be consistent with all other elevations.

6)	Dist. 7 6:35 pm	Re-submittal for Addition: Sunroom	Brian Immel 3404 W. Burgundy Court	Cont: Homeowner
		Tabled at 8/8/22 Meeting	Subd: La du Cours	Arch: Drexel Building Supply

Moved to Approve: Wade
 Seconded by: Reed
 Approved: Yes
 Vote: Unanimously

Conditions: Re-submitted plans approved.

7)	Dist. 8 6:45 pm	Re-submittal for Addition: Sunroom and Attached Garage	Joseph Miller 230 W. Highview Drive	Cont: George Homes LLC
		Tabled at 11/14/22 Meeting	Subd: Sunset Ridge Estates	Arch: Christopher Max
Moved to Approve: <u>Wade</u> Seconded by: <u>Ehn</u> Approved: <u>Yes</u> Vote: <u>Unanimously</u> Conditions: Re-submitted plans approved.				

4. **Action:**

District Representative Michael Wade made a motion to adjourn the meeting.
District Representative Janet Ehn seconded the motion.

A vote was taken; vote passed unanimously.

Meeting adjourned at 6:40 p.m.



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ECONOMIC DEVELOPMENT BOARD

Tuesday, November 29, 2022

8:00 AM

North Conference Room

Minutes

1) Call to Order, Roll Call

Present:

Board Member/Chairman Timothy Carr
Board Member Dennis Engel
Board Member Daniel Gannon
Board Member Tracy Johnson
Board Member Michael Kramer
Board Member Jeff McLean
Board Member Inge Plautz
Board Member Bruce Sipiora
Board Member Andrew Petzold -- **Absent**

Chairman Carr called the meeting to order at 8:00 a.m.

2) Approval of Meeting Minutes from October 25, 2022

Action

Board member McClean made a motion to approve the October 28, 2022, meeting minutes.
Board member Johnson seconded the motion.
A voice vote was taken; vote passed (8-0)

RESULT: Approved [Unanimous]

MOVED BY: Board Member McLean

SECONDED BY: Board Member Johnson

AYES: Carr, Engel, Gannon, Johnson, Kramer, McLean, Plautz, Sipiora

ABSENT: Petzold

3) Business Park #2 Status and Potential Business Park #3

Director Tollefson stated that at the last meeting there was a discussion about rezoning this area (Wasaukee and County Line Roads) and that infrastructure will be a major component. It does require a contract amendment with the City of Milwaukee for public water. There was discussion about starting to generate a list of land uses that would be allowed. Part of the strategy will be to look at the land uses that are allowed at some of the other business parks along the highway 41/45 corridor to remain competitive and to ensure that is some distinction from what is allowed in the current Mequon business parks.

EDB will vet through the use list to help create a niche for that area and then square footage can be assigned that would be expected should it get built out. Infrastructure needs can then be determined. How critical sewer would be, if at all will be able to be assessed. Water is critical, if not for operations it will be critical for fire suppression.

Dir. Tollefson explained that it will be helpful to align approvals from the Common Council for the new business park with a conversation about south central zoning (off Baehr Road) for residential use at the same time.

She commented that the Planning Commission Policy Subcommittee, that helped to establish the four new zoning districts in the Ulao Creek/Port Washington Road area, will also have a role in determining some of the zoning decisions.

Some Board members commented that the roads in that area are beginning to wear down due to all the oil tanks and truck traffic there. There was some discussion about the DPW road rating process and about making a list of roads that should be reviewed for possible improvements. The surrounding roads will impact the desirability of this area for new businesses.

There was discussion about the two proposed areas and a quick review of why each area is a better fit for specific zoning districts (as outlined in the October 28, 2022, meeting minutes).

The next steps are for a list of land uses to be created, and then vetted. From there analysis can be run to determine what square footage can be expected for the entire park and infrastructure needed. Dir. Tollefson commented that a conversation will be necessary to decide what role the City wants to play and if the Common Council would consider a TIF.

Board members suggested that there should be a conversation with M7. Dir. Tollefson reminded the Board that the water contract with the City of Milwaukee is expired and needs to be modified to allow for an additional connection point.

4) Staff Updates

Ald. Brian Parrish stated that he was part of a group that meet with Brixmor representatives for a site tour. He reported that Brixmor is happy with their development, their tenancy is up, and they have a few prospects for the north end (small & medium retailers). There was interest in potential TIF opportunities, the entrance by the Culvers was discussed and modifications are welcome in that area. The monument sign was also mentioned, and changes may be proposed at some point. Overall, it was a very productive meeting.

Dir. Tollefson stated that the Mobil at the corner of Port Washington Road and Mequon Road have revamped their canopies and signage. Their submittal led to requirements for some modifications to their buildings and an easement at the corner so that it can be included in the streetscaping project.

The annual Joint Board Review meeting was held in early November. Overall, all the TIF districts are in good financial health. TIF #2 will close out in the positive, TIF #3 will close in the black as well, potentially a year early. TIFs #4 & #5 have additional financial capacity than what was expected. Those districts will pay for the streetscaping while retaining funds for the new incentive policy. There is capacity for acquisitions as well.

Dir. Tollefson reported that Town Center package for all the work that the city wants to do; narrowing the road, installing new traffic signals, improving the OIT crossing, improvements for safety measures, new lighting and streetscaping, the bidding is live, and the contract will be awarded in January. WE Energies still needs to submit an estimate for some of the utility burial that is left to do. There is an expenditure deadline in April, and the work is slated to start this Spring with completion by the end of the year.

Dir. Tollefson shared details about the OIT crossing improvements including lighting, landscaping, signage and safety measures considered.

She stated that she is presenting at an Appraisers event next week. Her presentation is covering city-wide updates and is not solely focused on Town Center.

Staff completed a site review done on the vacant Pick-n-Save building and an Order to Correct was issued. The owner communicated that there is a contractual issue regarding who is responsible for the required improvements but that does not impact the requirement to comply.

5) Spring Event

The Board discussed the following topics related to planning the Spring Event:

- Items to Feature:
 - New Incentive Formulas
 - New Zoning
 - I-43 Improvements (provide data)
 - New Development Ideas
- Locations Suggested: Zarlettis upstairs, Terova
- Timing: 4:00/4:30 pm- 6:00/6:30 pm
- Target Attendance Numbers: 70/ max

Suggestions:

- Amplifier for good sound throughout the room
- Before and After Displays/Graphics

- Staff to present technical information
- Other (Tim?) to be a positive “cheerleader”
- Mayor and Will to speak/introduce

6) Announcements

2023 Meeting Calendar included

The next meeting is Tuesday, January 24, 2023 at 8:00 a.m.

7) Adjourn

Action

Board member Gannon made a motion to adjourn the meeting.

Board member Kramer seconded the motion.

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

Meeting adjourned at 9:30 a.m.

Respectfully Submitted,

Kim Tollefson

Director of Community Development



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FESTIVALS COMMITTEE
Wednesday, November 16, 2022
6:30 PM
North Conference Room

Minutes

1) Call to Order, Roll Call

Present:

Chair Vanessa Nerbun
 Committee Member Deanna Conaty
 Committee Member Jenne Hohn
 Committee Member Tracy Johnson
 Committee Member Christine McLean
 Vice Chair Miranda White
 Committee Member Lisa Liljegren -- **Absent**
 Committee Member Moshe Luchins -- **Absent**

Also Present: Executive Assistant Enea

2) Approval of Meeting Minutes

a. October Meeting Minutes

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Member Conaty
SECONDED BY: Committee Member Hohn

AYES:	Nerbun, Conaty, Hohn, Johnson, McLean, White
ABSENT:	Liljegren, Luchins

3) Winter Wonderland Updates

The Committee was concerned that the street would be too dark, so agreed to rent two light towers (for north and south end) and to get lights around the bandshell. Kim Guibord will be contacted for sound/lighting services, trees and lights will be purchased to be placed by IDH, bathrooms at the front of City Hall will be used for festival guests, foldable chairs will be placed in front of the bandshell, DPW will make sure to have enough trash cans, the photo-op arch will be staked down, Committee member Johnson will bring a speaker, Committee member McLean will bring a fire pit, and a podium will be used at Santa check-in. Member assignments were

given for day of the festival: Vanessa, Tracy, and Miranda will be at the IDH for Santa check-in, Deanna will be at the wagon check-in, Christine will be at the ornament tent, Jenne will be at volunteer check-in/cookie tent, and Carrie & Lisa will be by the choirs. Committee members will be emailed when the flyers are ready for pick-up and available members will decorate the Isham Day House on Friday, December 9 during the day. The Committee then toured the Isham Day House and determined that pipe & drape needed to be ordered, as well as carpet mats.

4) Adjourn

Committee Member McLean moved to adjourn at 7:30 PM and Vice Chair White seconded.

Respectfully Submitted,

Carrie Enea
Executive Assistant



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Office of the City Administrator

FINANCE-PERSONNEL COMMITTEE

Tuesday, December 13, 2022

6:00 PM

North Conference Room

Minutes

1) Call to Order, Roll Call

Present:

Mayor Andrew Nerbun
Alderman Glenn Bushee
Alderman Brian Parrish
Alderman Robert Strzelczyk

Also present: William Jones, City Administrator, Justin Schoenemann, Assistant City Administrator, Jennifer Engroff, Finance Director, Marie Keyser, Assistant to the Finance Director, Caroline Fochs, City Clerk, Brian Sajdak, City Attorney, Les Ahrens, Assessment Technologies of Wisconsin LLC, Matt Becker, CEO of League of Wisconsin Municipalities Mutual Insurance and Rick Kalscheuer, R&R Insurance Commercial Consultant.

2) Approve Meeting Minutes

a. November 9, 2022 Finance-Personnel Meeting Minutes

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

MOVED BY: Alderman Strzelczyk

SECONDED BY: Alderman Bushee

AYES:	Bushee, Parrish, Strzelczyk
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3) Licenses

a. December, 2022 Licenses

City Clerk Fochs explained to the Committee that they approved a liquor license for the Sobelman's property earlier this year, however it was never issued. When a new company begins, their license will be contingent upon Sobelman's surrendering their license.

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

MOVED BY: Alderman Strzelczyk

SECONDED BY: Alderman Parrish

AYES: Bushee, Parrish, Strzelczyk

4) Vouchers Paid

- a. November 2022 Vouchers Paid List

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

MOVED BY: Alderman Strzelczyk

SECONDED BY: Alderman Bushee

AYES: Bushee, Parrish, Strzelczyk

5) Ordinances

- a. **ORDINANCE 2022-1637** An Ordinance Amending Chapter 2 of the Mequon Municipal Code, in Connection with the Elimination of the Position of Emergency Dispatcher

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

MOVED BY: Alderman Bushee

SECONDED BY: Alderman Strzelczyk

AYES: Bushee, Parrish, Strzelczyk

6) Resolutions

- a. **RESOLUTION 4000** A Resolution Approving a Three-Year Agreement for City Maintenance and Assessing Services with Assessment Technologies of Wisconsin LLC, Menomonee Falls, Wisconsin, in the Amount of \$480,000, and the Commensurate Re-Appointment of Michael L. Grotas as Statutory City Assessor through December 31, 2025

Director Engroff explained this is a renewal of the service the City already has.

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

MOVED BY: Alderman Parrish

SECONDED BY: Alderman Bushee

AYES: Bushee, Parrish, Strzelczyk

- b. **RESOLUTION 4001** A Resolution Approving a Proposal from R&R Insurance for Provision of the City of Mequon's Insurance Program for Fiscal Year 2023 in the Amount of \$369,541

Director Engroff explained that City Staff began the process to re-bid the City's business insurance this past summer. The City has been working with M3 Insurance for about the last ten years. They are in the commercial insurance market. Staff asked to receive bids from The League, CVMIC and M3 Insurance. They also met with both the League and CVMIC to understand their services and what they have to offer to the City. From a financial perspective, the League and CVMIC were the top two options. After deliberating the pros and cons of each, staff recommends to move forward with the League.

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

MOVED BY: Alderman Parrish

SECONDED BY: Alderman Bushee

AYES: Bushee, Parrish, Strzelczyk

- c. **RESOLUTION 4002** A Resolution Approving a Contract for General Legal Services with Wesolowski, Reidenbach & Sajdak, S.C. of Franklin, Wisconsin for the Period January 1, 2023 - December 31, 2025

City Attorney Sajdak briefly explained the contract for General Legal Services with Wesolowski, Reidenbach & Sajdak S.C.

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

MOVED BY: Alderman Strzelczyk

SECONDED BY: Alderman Bushee

AYES: Bushee, Parrish, Strzelczyk

7) Information Items

a. Finance & Personnel Work Plan

Administrator Jones explained to Committee members that tonight the Library Director would be presenting the Library budget at the Committee of the Whole meeting. He further noted that his 2023 work plan includes reviewing the Intergovernmental Library Funding Agreement between Mequon and Thiensville, and also reviewing their operating budget to see if there are opportunities for further efficiencies or synergies.

8) Adjourn

A motion to adjourn was made at 6:20 PM by Alderman Strzelczyk, seconded by Alderman Bushee. All voted in favor "aye."

Respectfully Submitted,

Marie Keyser

Assistant to the Finance Director



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Public Works Department

Joint Mequon-Thiensville Bike and Pedestrian Way Commission
Thursday, December 15, 2022
9:00 AM
North Conference Room

Minutes

1. Call to Order, Roll Call
Chair Azinger called the meeting to order at 9:00 a.m.

Present:

Commissioner Kenneth Maciolek (arrived 9:01 a.m.)
Chair T. Azinger
Commissioner Jim Doornek
Commissioner Ron Heinritz
Commissioner Rob Holyoke
Commissioner John Liegeois
Commissioner Kristin Wade (arrived 9:01 a.m.)

Absent:

Also present were Assistant City Engineer Cole McCraw, Director of Public Works/City Engineer Kristen Lundeen, Thiensville Director of Community Services/Public Works Andy LaFond, Mequon-Thiensville Community Foundation President Lori Lorenz, and Administrative Assistant Leach.

2. Approval of Meeting Minutes
November 10, 2022 Minutes

Commissioners Maciolek & Wade arrived at 9:01 AM and were not present for this vote.

RESULT: **Approved [Unanimous]**

MOVED BY: Commissioner Liegeois

SECONDED BY: Holyoke

AYES: Azinger, Doornek, Heinritz, Holyoke, Liegeois

NOT PRESENT:

Maciolek, Wade

3. Resident Communications

Chair Azinger acknowledged that no residents were in attendance.

4. Discussion/Action Items

a. M-T Trails Highland Path Update

Guest speaker, Lori Lorenz, presented an overview of the M-T Trails Foundation Highland Road Bike/Pedestrian Path Project. Lorenz indicated the group's mission is to create off road paths throughout the community. Phase 1 of this project would be to connect the OIT to Rotary Park along Highland Road; approximately a 1.5 mile stretch.

b. Mequon Road OIT Crossing Update

Assistant City Engineer McCraw provided the Commission with an update on this project. McCraw advised that it has been advertised for bidding. It is projected to take place in Spring through Fall 2023.

c. Master Plan RFP Response Discussion

Assistant City Engineer McCraw advised that the interview team met to discuss the RFP response and make recommendations to the Board. There were some additional questions that came out of the review, some of which addressed cost sharing options. The list of additional questions has been forwarded on to the consultant. At the time of this meeting, the consultant's responses are still pending. The group discussed at length potential cost sharing options and percentages for both Mequon and Thiensville. Member Wade expressed that as a long-term member of this group, she has seen some short-sighted decisions made because there wasn't a good plan in place. She views this as an important investment in our communities as we build the infrastructure for future development and generations to come. Commissioner Holyoke expressed concern because Thiensville didn't budget for this project. Director of Public Works/City Engineer Lundeen said that Mequon is looking at existing pressures or unsafe locations, and her intent behind looking into the land use plan, demographics, and growth is because she doesn't want to be short-sighted in anything the City of Mequon is doing. Village of Thiensville Director of Community Services/Public Works Lafond looked at Thiensville's staff working on their part of the project internally but advised they don't have the hours to commit to doing it themselves. Lundeen also reminded the Board that there are other groups with common interest outside of the City of Mequon and Village of Thiensville, and those organizations could be asked for a contribution to this project. Chair Azinger stated his take-away is that both communities would like to see the project move forward, and that once the questions have been answered by the consultant the group can revisit this discussion.

d. 8015 : Bonniwell Road OIT Crossing Commission Response

Assistant City Engineer McCraw reminded the Board of the citizen letter discussed at the last meeting. Commissioner Maciolek drafted a response to the letter, which was included in this meeting's agenda packet. Chair Azinger asked McCraw to make minor revisions to the letter . The board discussed if the response letter should be sent.

Motion to approve sending the revised response letter on behalf of the Commission.

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

MOVED BY: Commissioner Wade

SECONDED BY: Commissioner Heinritz

AYES: Maciolek, Azinger, Doornek, Heinritz, Holyoke, Liegeois, Wade

5. Other Business

Chair Azinger asked if there was any other business. No other business was brought forth.

6. Adjourn

Motion to Adjourn at 10:21 a.m.

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

MOVED BY: Commissioner Maciolek

SECONDED BY: Commissioner Wade

AYES: Maciolek, Azinger, Doornek, Heinritz, Holyoke, Liegeois, Wade

Respectfully Submitted,

Kris Leach



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Public Works Department

Joint Mequon-Thiensville Bike and Pedestrian Way Commission

Thursday, January 5, 2023

9:00 AM

North Conference Room

Minutes

1. Call to Order, Roll Call

Present:

Commissioner Kenneth Maciolek
 Chair T. Azinger
 Commissioner Jim Doornek

Absent:

Commissioner Ron Heinritz
 Commissioner Rob Holyoke - **Excused**
 Commissioner John Liegeois - **Excused**
 Commissioner Kristin Wade

The meeting could not be called to order due to a lack of a quorum.

Respectfully Submitted,

Kris Leach



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Office of Parks and Operations

PARK AND OPEN SPACE BOARD
Wednesday, November 16, 2022
6:30 PM
South Conference Room

Minutes

1) Call to Order, Roll Call

Present:

Chair Jason Cain
 Vice Chair Breanne Plier
 Alderman Brian Parrish
 Board Member Joseph Branch
 Board Member Peter Bratt
 Alternative Alderman Jeffrey Hansher
 Board Member Anton Usowski
 Board Member Gerald Vite
 Board Member James Lysaught -- **Excused**
 Board Member David Wolfson -- **Excused**

2) Approval of Meeting Minutes

a. October 19th, 2022, Minutes

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

MOVED BY: Board Member Cain

SECONDED BY: Board Member Usowski

AYES: Cain, Plier, Parrish, Branch, Bratt, Hansher, Usowski, Vite

NOT PRESENT: Lysaught, Wolfson

b. August 24th, 2022, Minutes

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

MOVED BY: Board Member Branch

SECONDED BY: Board Member Plier

AYES: Cain, Plier, Parrish, Branch, Bratt, Hansher, Usowski, Vite
NOT PRESENT: Lysaught, Wolfson

3) Discussion Item

a. 2022 Annual Report

Board members discussed what future improvements for the Annual Report such as a table of contents and newer maps being used.

After the board approves the Annual Report, Superintendent Gies will present it to the Community of the Whole and provide feedback.

RESULT: **Approved [Unanimous]**

MOVED BY: Board Member Vite

SECONDED BY: Board Member Plier

AYES: Cain, Plier, Parrish, Branch, Bratt, Hansher, Usowski, Vite
NOT PRESENT: Lysaught, Wolfson

4) Parks and Forestry Superintendent Report

a. Lemke

Discussion ensued about exploring a sponsorship for a solar roof on the Pavilion.

Superintendent Gies to follow up on an additional AARP funding of \$100,000.

5) Adjourn

a. Motion to Adjourn

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

MOVED BY: Board Member Plier

SECONDED BY: Board Member Vite

AYES: Cain, Plier, Parrish, Branch, Bratt, Hansher, Usowski, Vite
NOT PRESENT: Lysaught, Wolfson

Respectfully Submitted,

Ren Schlereth
Administrative Secretary



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Department of Community Development
Taped and Televised

PLANNING COMMISSION
Regular Meeting
Monday, December 12, 2022
6:00 PM
Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Present:

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

Mayor Nerbun called the meeting to order at 6:00 p.m.

a) Approval of Minutes from November 21, 2022.

Action

Ald. Strzelczyk made a motion to approve the meeting minutes from November 28, 2022.
Commissioner Hawley seconded the motion.
A voice vote was taken; vote passed (8-0)

RESULT:	APPROVED [8 TO 0]
MOVER:	Robert Strzelczyk, Alderman
SECONDER:	Stephanie Hawley, Alternate
AYES:	Nerbun, Strzelczyk, Bach, Barnes, Choren, Hawley, Lemke, R. Schaefer
ABSENT:	Gentges, J. Schaefer, Stoker

2) Public Hearing

- a) Janet Halonen. The applicant is seeking conditional use grant approval to allow for an acupuncture and aesthetics for the property located at 11431 N. Port Washington Road, Suite 106A (AcuEsthetics).

Action

Commissioner Choren made a motion to open a public hearing.

Commissioner R. Schaefer seconded the motion.

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

Public Comment

John Mikkelson – 4535 W. Donges Bay Road - owner of the Galleria supports this type of 1-room business as they are ideal tenants. He also opposes the CUG fee structure for small businesses.

Action

Ald. Strzelczyk made a motion close the public hearing.

Commissioner R. Schaefer seconded the motion.

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

Planner Miller stated that this is the first of several CUG approvals that will be before the Commission as staff has been made aware of several businesses operating without CUG approval. Staff is working with building owners to bring these businesses into compliance.

This approval request is for an acupuncture business which operates 5 days a week, treating approximately 4 clients a day. The operating hours are 9:00 a.m. - 6:00 p.m. and the business owner is the only employee on site. This business has been operating at this location for about a year.

Staff recommends approval based on the conditions in the report.

Action

Ald. Strzelczyk made a motion to approve the CUG.

Commissioner Hawley seconded the motion.

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

RESULT:	APPROVED [8 TO 0]
MOVER:	Robert Strzelczyk, Alderman
SECONDER:	Stephanie Hawley, Alternate
AYES:	Nerbun, Strzelczyk, Bach, Barnes, Choren, Hawley, Lemke, R. Schaefer
ABSENT:	Gentges, J. Schaefer, Stoker

3) Regular Business

- a) Allen J. Schneider for Kellner Highland Property, LLC. The applicant is seeking certified survey map to allow for a 4- lot land division for the property located at 3550 W. Highland Road.

Planner Miller stated that this 4-lot land division was before the Commission in December 2021. A portion of this lot was intended to be donated to the Ozaukee Washington Land Trust. The donation was not able to be achieved so the applicant is reconfiguring the lots to recapture this area back into the 4 lots with minor parcel line modifications. Staff recommends approval subject to the conditions in the report.

Action

Ald. Strzelczyk made a motion to approve the CSM.

Commissioner Lemke seconded the motion.

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

RESULT:	APPROVED [7 TO 0]
MOVER:	Robert Strzelczyk, Alderman
SECONDER:	Rick Lemke, Commissioner
AYES:	Nerbun, Strzelczyk, Bach, Barnes, Choren, Lemke, Hawley, R.Schaefer
ABSENT:	Gentges, J. Schaefer, Stoker

- b) Torrey Drive, LLC for Carol Wiensch. The applicant is seeking development agreement, preliminary plat and fill permit for 12,000 C.Y. approval to allow for a 11-lot subdivision for the property located at 10766 Torrey Drive.

Asst. Dir. Zader stated that there are minor changes to the preliminary plat that was first presented to the Commission in July. He explained that the specimen trees to the northwest are contained within the outlot. The biggest change is to Lot 1 which was reconfigured due to a wetland that is not allowed to be removed. The bike path connection is shown on the plan to connect to North Shore Estates Subdivision. There is a wetland in the southeast portion of the parcel that the applicant is requesting be filled. If they do not receive fill approval, they will still be able to work within the existing boundaries for the house pad.

Overall staff is pleased with the progress that has been made and recommends approval of the preliminary plat and development agreement. Asst. Dir. Zader stated that the DA allows for 2 spec homes before final plat approval and the DA will go to the Common Council for approval. There is also a fill approval included in the submittal.

Mayor Nerbun clarified that condition #3 in the staff report should be made more specific regarding the small wetland in Lot 8.

Action

Commissioner Choren made a motion to approve this item based on staff recommendations and a modification of the language regarding the wetland on Lot 8 in staff condition #3.

Ald. Strzelczyk seconded the motion.

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

RESULT:	APPROVED WITH CONDITIONS [8 TO 0]
MOVER:	Martin Choren, Commissioner
SECONDER:	Robert Strzelczyk, Alderman
AYES:	Nerbun, Strzelczyk, Bach, Barnes, Choren, Hawley, Lemke, R. Schaefer
ABSENT:	Gentges, J. Schaefer, Stoker

4) Announcements

The next meeting is Monday, January 23, 2023, at 6:00 p.m.

The 2023 meeting schedule was included for review. The 2023 calendar has a combined meeting for November and December on December 4, 2023, due to the winter holidays at that time of year. This date allows for any items from Planning Commission that need to be forwarded to the Common Council December 12th meeting.

It was mentioned that the M-T school district spring break is the week of March 27th and that the day may need to be adjusted to secure a quorum.

5) Adjourn**Action**

Commissioner R. Schaefer made a motion adjourn the meeting.

Commissioner Hawley seconded the motion.

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

Meeting concluded at 6:15 p.m.

Respectfully Submitted,

Jac Zader



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Office of the City Administrator

PUBLIC WELFARE COMMITTEE

Tuesday, December 13, 2022

5:15 PM

Lower Conference Room

Minutes

I) Call to Order

Present:

Chair Dale Mayr
Alderman Mark Gierl
Alderman Kathleen Schneider

Also Present: Alderman Bushee, Assistant City Administrator Schoenemann, City Attorney Sajdak, and Executive Assistant Enea.

II) Approval of Meeting Minutes

1. November Meeting Minutes

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

MOVED BY: Alderman Schneider

SECONDED BY: Alderman Gierl

AYES: Mayr, Gierl, Schneider

III) Ordinances

Action requested: review and recommend approval

1. **ORDINANCE 2023-1638** An Ordinance Amending Chapter 2 of the Mequon Municipal Code Related to Electronic Attendance at City Meetings

City Attorney Sajdak summarized the changes that had been previously discussed, i.e. citizen committees increasing from 3 allowed absences to 4 and each standing meeting allowing for 3 absences. Technology in each meeting room was discussed and it can be handled to a limited degree short-term until the budget allows further investment in equipment.

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

MOVED BY: Alderman Gierl

SECONDED BY: Alderman Schneider

AYES: Mayr, Gierl, Schneider

2. An Ordinance Revising Chapter 50 of the Mequon Municipal Code Relating to Nuisances
City Attorney Sajdak provided an overview of the changes that were made since the last meeting. Provisions were added for continuously barking dogs, hours of operation of power tools, weekend hours, and added some language for chronic nuisances. The Committee agreed that 10:00 PM on the weekend is still too late for a neighbor to be doing home construction. They requested for that to be changed to 9:00 PM. The Committee was also concerned that the different times, M-F versus weekend, would be confusing to residents and staff. City Attorney Sajdak will make changes and bring to the next meeting for review.

IV) Discussion Items

1. Community Survey Planning and Background Information

Assistant City Administrator Schoenemann provided the Committee with background information on the Community Survey. It has been conducted every 5-7 years, with the last one completed in 2019. The price tag is around \$40,000 and it requires a lot of staff time. The next one to be completed in 2024-2027 would follow the past practice timeline. Schoenemann also pointed out that funds will need to be set aside, possibly in the 2024 budget. Chair Mayr said he would put something together and send out to all Department Heads and Committees to see what issues need feedback.

V) Work Calendar

1. Work Calendar

At the January Meeting, the Committee will discuss the Nuisance Ordinance Amendments, a zoning issue in District 5 that a resident is having, and No Mow May.

VI) Adjourn

Alderman Gierl moved to adjourn at 5:52 PM and Alderwoman Schneider seconded.

Respectfully Submitted,

Carrie Enea
Executive Assistant



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Public Works/Engineering
Taped and Televised

SEWER UTILITY DISTRICT COMMISSION

Tuesday, December 13, 2022

7:15 PM

Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Present:

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

Also present: City Administrator Jones, Assistant City Administrator Schoenemann, City Attorney Sajdak, City Clerk Fochs, Community Development Director Tollefson, Finance Director Engroff, Director of Public Works/City Engineering Lundeen, Deputy Director of Utilities Driscoll, Police Chief Pryor, Fire Chief Bialk, Assistant to the Finance Director Keyser, Administrative Assistant Schlereth, Parks and Forestry Superintendent Gies, press and interested public.

2) Approval of Meeting Minutes

a. November 9, 2022 Minutes

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

MOVED BY: Commissioner Mayr

SECONDED BY: Commissioner Bushee

AYES:	Nerbun, Bushee, Gierl, Hansher, Mayr, Parrish, Schneider, Strzelczyk
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3) Resolutions

Action requested: review and recommend approval

- a. **RESOLUTION 4005** A Resolution Awarding a Contract for the Installation of Thirty-Four (34) Sanitary Sewer Building Lateral Clean-outs to Globe Contractors of Pewaukee, Wisconsin in the Amount of \$282,921

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

MOVED BY: Commissioner Mayr

SECONDED BY: Commissioner Hansher

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

- b. **RESOLUTION 4006** A Resolution Awarding a Contract to Inspect the Installation of Clean-outs and the Rehabilitation of Sewer Laterals to Bloom Companies, LLC of Milwaukee, Wisconsin in the Amount of \$151,140

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

MOVED BY: Commissioner Mayr

SECONDED BY: Commissioner Schneider

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

4) Adjourn

- a. Motion to Adjourn at 7:42 PM

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

MOVED BY: Commissioner Hansher

SECONDED BY: Commissioner Schneider

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

Respectfully Submitted,

Ren Schlereth

Administrative Secretary

8.k.a												
CODE ENFORCEMENT SUMMARY FEBRUARY 1, 2023												
A	B	C	D	E	F	G	I	J	K	L		
1					OTC	REQUIREMENT	COURT DATE	COMMENTS	ACTIVE	KEY		
2					ISSUED	DATE		(See Key Column)	YES/NO			
3		ADDRESS	OWNER	VIOLATION TYPE/COMPLAINT								
4	DIST.	PARCEL #										
5	8	151050504000	10843 N PEBBLE LANE	ABBAS OR FATIMA ALI	12/1/2022	6/4/2022		#5 CITATION 1,2	NO	1 COMPLIANCE ACHIEVED		
6	4	140341500100	6110-6112 W COUNTY LINE ROAD	JEFFERY KRETZ	12/1/2021	12/15/2021			NO	2 COMPLIANCE DATE NOT MET		
7	1	140300600500	1233 W MEQUON ROAD	JONATHAN SCHOTTE	10/21/2021	11/4/2021			NO	3 WAITING ON REPLY		
8	3	140221000800	11301 N WAUWATOSA ROAD	RICK OR PATRICIA FRETWUTH	10/22/2021	11/9/2021			NO	4 EXTENSION GRANTED		
9	4	EXEMPT	110010 N BLUNTROCK AVENUE	WILSON SCHOOL	12/8/2021	12/11/2021			NO	5 ISSUED TO CITY ATTORNEY OFFICE		
10	1	141550010000	13760 N BONNIWELL COURT	GALINA OR MISHA SHEPHELVICH	ONGOING	ONGOING	NOT SET	#5 CIRCUIT COURT	YES	6 SCHEDULED COURT DATE		
11	3	RENTAL	6200 W MEQUON ROAD	ST PAUL'S FISH	11/17/2021	11/20/2021			NO	7 COURT RULING		
12	2	140820648000	2916 W SHOLES DRIVE	DAVID OR ELIZABETH SANDE	11/22/2021	12/5/2021			NO	8 PRETRIAL DATE		
13	1	141550011000	13702 N BONNIWELL COURT	MICHAEL OR SHELLEY OLSON	11/22/2021	11/5/2021			NO	9 TRIAL DATE		
14	4	140270101200	10910 INDUSTRIAL DRIVE	SUPER STEEL LLC	11/17/2021	11/20/2021			NO	10 FINAL RULING		
15	8	RENTAL	10042 N PORT WASHINGTON ROAD	NEARLY NEW CONSIGNMENT SHOP	11/17/2021	11/20/2021			NO	11 ALTERNATE PROCEDURE		
16	4	RENTAL	12035 INDUSTRIAL DRIVE	CENTRAL BARK	11/17/2021	11/20/2021			NO			
17	5	EXEMPT	13460 N PORT WASHINGTON ROAD	CHRIST CHURCH	11/17/2021	11/20/2021			NO			
18	4	140340500100	6809 W DONGES BAY ROAD	MEQUON LAWN AND GARDEN	11/17/2021	11/20/2021			NO			
19	6	150191301600	11357 N PORT WASHINGTON ROAD	KOHLER CREDIT UNION	11/17/2021	11/20/2021			NO			
20	8	RENTAL	11018 N PORT WASHINGTON ROAD	MATINASUM	11/17/2021	11/20/2021			NO			
21	5	150201001800	11522 N PORT WASHINGTON ROAD	SHELL GAS STATION	11/17/2021	11/20/2021			NO			
22	6	RENTAL	10945 N PORT WASHINGTON ROAD	SPINE PAIN DIAGNOSTICS ASSOCIATES SUITE 101	11/17/2021	11/20/2021			NO			
23	8	RENTAL	10930 N PORT WASHINGTON ROAD	SENDIK'S	11/17/2021	11/20/2021			NO			
24	6	RENTAL	10945 N PORT WASHINGTON ROAD	WISCONSIN RADIOLOGY SPECIALISTS	11/17/2021	11/20/2021			NO			
25	8	RENTAL	10954 N PORT WASHINGTON ROAD	MARSHALLS	11/17/2021	11/20/2021			NO			
26	8	RENTAL	10526 N PORT WASHINGTON ROAD	DERIAH BOUTIQUE	11/17/2021	11/20/2021			NO			
27	6	RENTAL	10501 N PORT WASHINGTON ROAD	ALSTATE INSURANCE	11/17/2021	11/20/2021			NO			
28	8	RENTAL	10916 N PORT WASHINGTON ROAD	ELITE NUTRITION	11/17/2021	11/20/2021			NO			
29	6	RENTAL	11649 N PORT WASHINGTON ROAD	MEQUON SMILE DESIGN	11/17/2021	11/20/2021			NO			
30	6	RENTAL	11042 N PORT WASHINGTON ROAD	X GOLF MEQUON	11/17/2021	11/20/2021			NO			
31	8	150290602000	111501 N PORT WASHINGTON ROAD	CULVERS	11/17/2021	11/20/2021			NO			
32	4	140270201000	111301 N BLUNTROCK AVENUE	ARTISIA APARTMENTS	11/17/2021	11/20/2021			NO			
33	8	RENTAL	10992 N PORT WASHINGTON ROAD	GREAT CLIPS	11/17/2021	11/20/2021			NO			
34	3	RENTAL	6330 W SPUR ROAD	SPUR 16	11/17/2021	11/20/2021			NO			
35	4	RENTAL	10503 N CEDARBURG ROAD	THE COLOUR BOWL SALON AND WELLNESS	11/17/2021	11/20/2021			NO			
36	4	140500612000	5616 W DONGES BAY ROAD	LIBBY MONTANA	11/17/2021	11/20/2021			NO			
37	6	150300600500	2635 W MEQUON ROAD	THE RANGE LINE INN	11/17/2021	11/20/2021			NO			
38	6	151530001000	1505 W MEQUON ROAD	EAST TOWNE SQUARE MALL	11/17/2021	11/20/2021			NO			
39	6	RENTAL	1339 W MEQUON ROAD	SOVEREIGN SELECT LLC	11/17/2021	11/20/2021			NO			
40	3	RENTAL	7602 W MEQUON ROAD	IN BALANCE YOGA	11/17/2021	11/20/2021			NO			
41	6	RENTAL	1340 W MEQUON ROAD	AC ZUKERMAN JEWELERS	11/17/2021	11/20/2021			NO			
42	6	RENTAL	1300 W MEQUON ROAD	PANERA BREAD	11/17/2021	11/20/2021			NO			
43	6	RENTAL	1424 W MEQUON ROAD	NORTH SHORE COMPUTER	11/17/2021	11/20/2021			NO			
44	6	RENTAL	1402 W MEQUON ROAD	KIMON MATH AND READING	11/17/2021	11/20/2021			NO			
45	8	RENTAL	10530 N PORT WASHINGTON ROAD	FIDDLEHEADS COFFEE	11/17/2021	11/20/2021			NO			
46	6	RENTAL	11525 N PORT WASHINGTON ROAD	JIMMY JOHNS	11/17/2021	11/20/2021			NO			
47	6	RENTAL	11511 N PORT WASHINGTON ROAD	TACO BELL	12/23/2021	12/27/2021			NO			
48	4	140500903002	10360 N CEDARBURG ROAD	KWIK TRIP	11/17/2021	11/20/2021			NO			
49	4	140500903002	10360 N CEDARBURG ROAD	KWIK TRIP	11/17/2021	11/20/2021			NO			
50	8	150291100500	10500 N PORT WASHINGTON ROAD	HOLD HOLDINGS	4/14/2021	4/23/2021			YES			
51	4	140840107000	9712 N MEQUON PLACE	TOUJA YANG	10/25/2021	11/5/2021			NO			
52	7	140250600600	11050 N RIVER ROAD	ROBERT STERN	11/17/2021	11/24/2021			NO			
53	4	140501204000	10056 N CEDARBURG ROAD	WILLIAM WISTH	ONGOING	ONGOING	NOT SET	#5 CIRCUIT COURT	YES			
54	3	140870805000	11715 N SILVER AVENUE	WILLIAM WISTH	ONGOING	ONGOING	NOT SET	#5 CIRCUIT COURT	YES			
55	6	151000200300	12339 N ISLAND DRIVE	WILLIAM WISTH	ONGOING	ONGOING	NOT SET	#5 CIRCUIT COURT	YES			
56	8	151070412000	819 W SIERRA LANE	VANN FAMILY TRUST	2/25/2022	3/11/2022			NO			
57	8	151070412000	819 W SIERRA LANE	VANN FAMILY TRUST	2/25/2022	3/11/2022			NO			
58	2	140241201000	11249 N RIVERLAND ROAD	PAUL FREDERICK	2/25/2022	3/11/2022			NO			
59	2	140241201000	11249 N RIVERLAND ROAD	PAUL FREDERICK	2/25/2022	3/11/2022			NO			
60	1	1401212100300	3500 W HIGHLAND ROAD	THOMAS LEMENS	2/25/2022	3/11/2022			NO			
61	1	1401212100300	3500 W HIGHLAND ROAD	THOMAS LEMENS	2/25/2022	3/11/2022			NO			

8.k.a												
A	B	C	D	E	F	G	H	I	J	K	L	
1	140191500200	11206-11210 W MEQUON ROAD	JORDON OR KRISTY LARSON	PARKING	2/25/2022	3/11/2022			1	NO		
63	1	140191500200	JORDON OR KRISTY LARSON	OUTSIDE STORAGE	2/25/2022	3/11/2022			1	NO		
64	1	140191500200	JORDON OR KRISTY LARSON	OUTSIDE MAINTENANCE	2/25/2022	5/30/2022			1	NO		
65	2	140950607000	IGOR OR MARGARITA LETKIN	PARKING	3/8/2022	3/22/2022			1	NO		
66	6	150300800400	NICHOLAS OR LAURA MEYER	OUTSIDE STORAGE	3/14/2022	3/31/2022			1	NO		
67	6	150300800400	NICHOLAS OR LAURA MEYER	GENERAL MAINTENANCE	3/14/2022	5/30/2022			1	NO		
68	6	140950607000	DIANNE MCCLELLAN	PARKING	3/14/2022	3/31/2022			1	NO		
69	6	140950607000	DIANNE MCCLELLAN	OUTSIDE STORAGE	3/14/2022	3/31/2022			1	NO		
70	4	140271200400	GO RTTWAY	PARKING	3/17/2022	3/21/2022			1	NO		
71	4	140271200400	GO RTTWAY	ADVERTISING FLAG	3/17/2022	3/21/2022			1	NO		
72	4	140940205500	LEWIS OR JEAN BIRKEL	OUTSIDE MAINTENANCE	3/23/2022	6/1/2022			1	NO		
73	7	150850000002	NORTH SHORE CLUB	LANDSCAPING	3/23/2022	6/1/2022			1	NO		
74	4	140500709001	WILLIAM CONLEY	MAINTENANCE	3/24/2022	7/1/2022			1	NO		
75	4	140270901200	MEGAL DEVELOPMENT CORPORATION	BUSINESS OCCUPANCY PERMIT	3/31/2022	4/8/2022			1	NO		
76	2	140240701200	MARILYN MANKE	OUTSIDE STORAGE	3/31/2022	4/7/2022			1	NO		
77	5	RENTAL	MARCUS NORTH SHORE CINEMA	LITTER	4/6/2022	4/13/2022			1	NO		
78	5	150200701100	ELITE HIGHLANDER MEQUON INC	LITTER	4/6/2022	4/13/2022			1	NO		
79	5	RENTAL	METRO MARKET	LITTER	4/6/2022	4/13/2022			1	NO		
80	3	140860207000	JEFFREY MCCONE	PARKING	4/21/2022	4/28/2022			#5 CITATION 1,2	NO		
81	3	140892402000	DENNIS HERRERA	PARKING	4/21/2022	4/28/2022			1	NO		
82	3	140210401000	JOHN OR STACEY MURRAY	PARKING	4/21/2022	4/28/2022			1	NO		
83	3	141230004000	JAMES MCNICOL	PARKING	4/21/2022	4/28/2022			#5 CITATION 1,2	NO		
84	3	140870708000	ROBERT MACLEWICZ	PARKING	4/21/2022	4/28/2022			1	NO		
85	3	140884402000	WILLIAM BLATZ	PARKING	4/21/2022	4/28/2022			1	NO		
86	4	140840305000	PAUL SCHUMACHER	HOOP HOUSE	4/21/2022	5/5/2022			1	NO		
87	2	141160010000	JEFFREY OR SUSAN POMERANTZ	OUTSIDE STORAGE	4/22/2022	4/29/2022			1	NO		
88	3	140500102002	MICHAEL OR TRACY LAONDE	OUTSIDE STORAGE	4/28/2022	5/13/2022			#5 CITATION 1,2	NO		
89	7	150560205000	BRADFORD TIGG	GRABAGE	5/10/2022	5/13/2022			#5 CITATION	NO		
90	2	141160010000	JEFFREY OR SUSAN POMERANTZ	PARKING	5/17/2022	5/24/2022			1	NO		
91	5	RENTAL	BANK FIRST	BANNER	5/17/2022	5/24/2022			1	NO		
92	5	EXEMPT	UNITARIAN CHURCH	BANNER/FLAG	5/17/2022	5/24/2022			1	NO		
93	3	RENTAL	SPUR 16	BANNER/FLAG	5/17/2022	5/24/2022			1	NO		
94	8	RENTAL	THE FEED BAG	BANNER	5/17/2022	5/24/1995			1	NO		
95	2	EXEMPT	ST BONIFACE CHURCH	BANNER	5/17/2022	5/24/2022			1	NO		
96	5	151001214000	DAVID OR SHELLY HAUGH	OUTSIDE MAINTENANCE	5/25/2022	6/18/2022			1	NO		
97	5	151001214000	DAVID OR SHELLY HAUGH	OUTSIDE STORAGE	5/25/2022	7/1/2022			1	NO		
98	3	140870504001	DELORES PILATER	OUTSIDE STORAGE	5/25/2022	6/15/2022			1	NO		
99	3	140870504001	DELORES PILATER	OUTSIDE MAINTENANCE	6/1/2022	7/5/2022			1	NO		
100	4	140841600200	BILL FINE/COUNTY LINE HOLDINGS	PARKING	6/15/2022	6/29/2022			#5 CITATION 1,2	YES		
101	6	150570602000	ROSEMARY KOLLER	GRASS	6/15/2022	6/22/2022			1	NO		
102	8	151070412000	VANN FAMILY TRUST	GRASS	6/15/2022	6/22/2022			1	NO		
103	7	141510003500	CYNTHIA COAKLEY	OUTSIDE STORAGE	6/15/2022	6/29/2022			1	NO		
104	5	151090214001	GARMAN LIVING TRUST	PARKING	6/15/2022	6/29/2022			1	NO		
105	5	151030211000	TED RUEHL	OUTSIDE STORAGE	6/15/2022	6/29/2022			1	NO		
106	4	140640202000	CHARLES CONRAD	YARD WASTE BRANCHES	6/21/2022	6/28/2022			1	NO		
107	8	151070412000	VANN FAMILY TRUST	TRASH/LITTER	6/21/2022	6/28/2022			1	NO		
108	6	150710411000	MICHAEL GIMNEK OR SUZANNE PEPLINSKI	TRIF GRASS	6/21/2022	6/28/2022			1	NO		
109	6	150710405000	WILLIAM GENSCHICK	TEMPORARY STRUCTURE	6/21/2022	6/28/2022			1	NO		
110	6	150710405000	WILLIAM GENSCHICK	PARKING	6/21/2022	6/28/2022			1	NO		
111	6	150630108000	JONATHAN SCHULTZ	PARKING	6/21/2022	6/28/2022			1	NO		
112	7	140700003900	LYNN VOEBECK	PARKING	6/23/2022	6/28/2022			1	NO		
113	6	150990701000	ANDREW OR WENDY PETZOLD	OUTSIDE MAINTENANCE	6/23/2022	7/29/2022			EXTENSION RAZE	YES		
114	6	150990701000	ANDREW OR WENDY PETZOLD	TRIF GRASS	6/23/2022	7/14/2022			1	NO		
115	5	150060901900	13804 N MARTIN WAY LLC	POOL FENCE	7/7/2022	7/29/2022			#5 CITATION 1	YES		
116	5	150061500900	RAY NARAYAN OR SOMNAYA SUBRAMANIAN	POOL FENCE	8/11/2021	8/26/2022			1	NO		
117	2	150911001000	TIOCHI OR KERRY ALABI	PARKING	7/15/2022	7/22/2022			1	NO		
118	4	140501305007	RYAN OR KATHERINE KAUZER	TRIF GRASS	7/15/2022	7/22/2022			1	NO		
119	6	XXXXXXXXXX	DEBRA NEMEL, PRESIDENT	OUTSIDE STORAGE	7/14/2022	8/5/2022			1	NO		
120	3	142010031000	AMBER SCHROEDER	FENCE	5/16/2022	5/27/2022			#5 CITATION 1,2	YES		
121	3	140860205000	DUANE OR JULIE WAGNER	PARKING	7/21/2022	8/4/2022			1	NO		
122	8	RENTAL	SENDKIS	BANNERS	7/24/2022	7/28/2022			1	NO		

A		B	C	D	E	F	G	H	I	J	K	L
123	1	XXXXXXXKX	HIGHLANDS LOT 8	KINGS WAY HOMES	OUTSIDE MAINTENANCE	7/22/2022	7/29/2022			1	NO	
124	4	140270201500	8835 W MEQUON ROAD	RESERVE FRONT LOT	LANDSCAPING	7/22/2022	8/15/2022			1	NO	
125	4	140270200200	6729 W MEQUON ROAD	STORPOINT SENIOR LIVING	SIGNS	7/22/2022	8/19/2022			1	NO	
126	7	150850000002	3100 W COUNTRY CLUB DRIVE	NORTH SHORE COUNTRY CLUB	LANDSCAPING	7/22/2022	10/5/2022			1	NO	
127	8	XXXXXXXKX	10990 N PORT WASHINGTON ROAD	MEQUON PAULINES	FLAGS	7/22/2022	7/29/2022			1	NO	
128	2	140820210001	3016 W SHOLES DRIVE	THOMAS OR CAPTOLA BACHER	2 SHEDS	8/11/2022	9/11/2022			1	NO	
129	5	151120203000	13827 N LAKE SHORE DRIVE	GREGORY OR NICOLE PATERSON	OUTDOOR STORAGE	8/13/2022	9/26/2022			EXTENSION	YES	
130	6	150300802300	2212 W SUNNYDALE LANE	AARON OR PETER KINNEY	POOL FENCE	8/11/2022	8/26/2022			1	NO	
131	8	RENTAL	10806 N PORT WASHINGTON ROAD	NORTH SHORE BANK	BANNER	8/19/2022	8/25/2022			1	NO	
132	6	RENTAL	1505 W MEQUON ROAD	EAST TOWNE SQUARE MALL	FLAGS	8/19/2022	8/25/2022			1	NO	
133	6	RENTAL	1505 W MEQUON ROAD	FAYES MEQUON	FLAGS	8/19/2022	8/25/2022			1	NO	
134	6	RENTAL	1505 W MEQUON ROAD	THE LEMON TREE	FLAGS	8/19/2022	8/25/2022			1	NO	
135	6	RENTAL	1619 W MEQUON ROAD	ZARLETT MEQUON	FLAGS	8/19/2022	8/25/2022			1	NO	
136	6	RENTAL	1330 W MEQUON ROAD	COCOA TREE CONFECTIONARY	BANNER	8/19/2022	8/25/2022			1	NO	
137	6	RENTAL	1402 W MEQUON ROAD	KUMON MATH AND READING	BANNER	8/19/2022	8/25/2022			1	NO	
138	6	RENTAL	1650 W MEQUON ROAD	FIFTH MAIN	A FRAME	8/19/2022	8/25/2022			1	NO	
139	6	RENTAL	11035 N PORT WASHINGTON ROAD	PICARDY SHOE PARLOUR	BANNER	8/19/2022	8/25/2022			1	NO	
140	4	140271601200	10453 N BAKER ROAD	NORTH SHORE DANCE	SIGNS	7/17/2022	7/29/2022			#5 CITATION 1	NO	
141	1	141440022001	7421 RIDGEVIEW DRIVE	YOUSSEF BERRADA	PLUMBING PERMIT	8/24/2022	9/17/2022			EXTENSION	YES	
142	1	141440022001	7421 RIDGEVIEW DRIVE	YOUSSEF BERRADA	ELECTRIC PERMIT	8/24/2022	9/17/2022			EXTENSION	YES	
143	1	141440022001	7421 RIDGEVIEW DRIVE	YOUSSEF BERRADA	BUILDING PERMIT	8/24/2022	9/17/2022			EXTENSION	YES	
144	1	141440022001	7421 RIDGEVIEW DRIVE	YOUSSEF BERRADA	FILL PERMIT	8/24/2022	9/17/2022			EXTENSION	YES	
145	1	141440022001	7421 RIDGEVIEW DRIVE	YOUSSEF BERRADA	SURVEY	8/24/2022	9/17/2022			EXTENSION	YES	
146	7	150500116000	1828 W FIESTA LANE	CHARLES WATYER	GRASS	8/31/2022	9/8/2022			1	NO	
147	7	140700145000	3831 W LEGRANDE BLVD	WILLIAM GRUBER	HOME BUSINESS	9/6/2022	9/16/2022			1	NO	
148	4	RENTAL	10801 N COMMERCE STREET	GOOD LAND PREMIUM FOODS PROVISIONS INC	BUILDING AND SITE PLAN AMENDMENT	9/6/2022	9/16/2022			1	NO	
149	6	RENTAL	1339 W MEQUON ROAD	REMAX LAKESIDE	WALL SIGN	9/8/2022	10/28/2022			1	NO	
150	5	151010106001	12658 N SHORELAND PARKWAY	NANCY TOLOCO	DECK	9/13/2022	12/14/2022			BOARD OF APPEALS	YES	
151	5	1509270019000	12648 N RIVER FOREST CIRCLE	JOHN OR JULIE HENNING	PARKING	9/13/2022	9/23/2022			1	NO	
152	5	1509270019000	12648 N RIVER FOREST CIRCLE	JOHN OR JULIE HENNING	OUTSIDE MAINTENANCE	9/13/2022	9/27/2022			1	NO	
153	8	EXEMPT	10870 N WILWOOD COURT	OZAUKEE WASHINGTON COUNTY LAND TRUST	OUTSIDE MAINTENANCE	9/14/2022	10/14/2022			1	NO	
154	3	RENTAL	7180 W DONGES BAY ROAD	WARREN BARNETT INTERIORS	CONDITIONAL USE GRANT	9/20/2022	10/4/2022			#5 CITATION 1	YES	
155	6	150190400400	11745 N PORT WASHINGTON ROAD LOT 1	SHELLEY 2012 IRREVOCABLE TRUST	GRASS	9/22/2022	10/7/2022			1	NO	
156	6	150190400500	11745 N PORT WASHINGTON ROAD LOT 2	SHELLEY 2012 IRREVOCABLE TRUST	GRASS	9/22/2022	10/7/2022			1	NO	
157	6	150190400600	11745 N PORT WASHINGTON ROAD LOT 3	SHELLEY 2012 IRREVOCABLE TRUST	GRASS	9/22/2022	10/7/2022			1	NO	
158	6	RENTAL	1550 W MEQUON ROAD	FIFTH MAIN	MONUMENT SIGN	9/29/2022	10/13/2022			#5 CITATION 1,2,3	YES	
159	8	150740120000	317 E CIRCLE ROAD	JEFFREY OR JENNIFER PARULSKI	PARKING	9/29/2022	10/13/2022			#5 CITATION 1	NO	
160	4	140840906000	4504 W COUNTY LINE ROAD	SHAWN OR RUTH RUBINSTEIN	SUMP PUMP	9/29/2022	10/7/2022			1	NO	
161	6	RENTAL	11431 N PORT WASHINGTON ROAD SUITE 207	DAVALUY COSMETICS	CONDITIONAL USE GRANT	10/5/2022	11/14/2022			1	NO	
162	6	RENTAL	11431 N PORT WASHINGTON ROAD SUITE 135	EMBRACE YOUR FACE	CONDITIONAL USE GRANT	10/5/2022	11/14/2022			1	NO	
163	6	RENTAL	11431 N PORT WASHINGTON ROAD SUITE 101E	CEGAR CREEK MASSAGE	CONDITIONAL USE GRANT	10/5/2022	11/14/2022			1	NO	
164	6	RENTAL	11431 N PORT WASHINGTON ROAD SUITE 106A	JANET TALONEN-ACUSTICS	CONDITIONAL USE GRANT	10/5/2022	11/14/2022			1	NO	
165	6	RENTAL	11431 N PORT WASHINGTON ROAD SUITE 108	DRAGON FLY MEDITATION AND WELLNESS	CONDITIONAL USE GRANT	10/5/2022	11/14/2022			1	NO	
166	6	RENTAL	11431 N PORT WASHINGTON ROAD SUITE 101	THERPUTIC MASSAGE AND WELLNESS CENTER	CONDITIONAL USE GRANT	10/5/2022	11/14/2022			1	NO	
167	6	RENTAL	11431 N PORT WASHINGTON ROAD SUITE 212	WINTER CO. BEAUTY	CONDITIONAL USE GRANT	10/5/2022	11/14/2022			1	NO	
168	6	150300809000	2505 W MEQUON ROAD	NORTH SHORE DENTAL	BANNER	10/6/2022	10/13/2022			1	NO	
169	3	RENTAL	7606 W MEQUON ROAD	HOMESTEAD FAMILY DENTISTRY	BANNER	10/6/2022	10/13/2022			1	NO	
170	6	150710405000	11433 N COUNTRY LAKE	WILLIAM OR CAROL GENSIRICK	OUTSIDE STORAGE	10/6/2022	10/27/2022			1	NO	
171	6	150710405000	11433 N COUNTRY LAKE	WILLIAM OR CAROL GENSIRICK	OUTSIDE MAINTENANCE	10/6/2022	11/19/2022			1	NO	
172	6	150310102100	10355 N PORT WASHINGTON ROAD	CLARK GAS STATION	OUTSIDE MAINTENANCE	10/12/2022	11/12/2022			CITATION #4	YES	
173	1	140200600700	10505 W FREESTADT ROAD	HERMAN OR SANDRA STERN	PARKING	10/19/2022	11/11/2022			1	NO	
174	1	140171011000	10516 W FREESTADT ROAD	JENNIFER JOHNSON OR JOSHUA COMFORT	WATER TO FACILITY	10/19/2022	11/11/2022			1	NO	
175	4	140500401000	11155 N CEDARBURG ROAD	MEQUON AUTO TECH	PARKING	10/19/2022	11/25/2022			#6 CITATION 1	YES	
176	5	150170800500	12531 N LAKESHORE DRIVE	STEVEN OR KIMBERLY BROWN	SHED PERMIT	10/19/2022	11/4/2022			EXTENSION	YES	
177	4	140271601200	10433 N BAKER ROAD	NORTH SHORE DANCE STUDIO	MONUMENT SIGN	10/21/2022	11/30/2022			1	NO	
178	4	RENTAL	11120 N BLUNTROCK AVENUE	PRESTIGE AUTO SERVICE	PARKING COMMERCIAL	10/26/2022	11/7/2022			EXTENSION	YES	
179	5	150920201000	11404 N PINEHURST CIRCLE	US BANK	GRASS	10/27/2022	11/4/2022			EXTENSION	YES	
180	5	150920201000	11404 N PINEHURST CIRCLE	US BANK	OUTSIDE MAINTENANCE	10/27/2022	11/27/2022			EXTENSION	YES	
181	8	151070113002	1027 W DONGES BAY	MARY JOHNSON	OUTSIDE MAINTENANCE	10/27/2022	11/27/2022			EXTENSION	YES	
182	6	151260105000	10451 N STRATFORD PLACE	STERHAN OR SARAH GENDELMAN	BUILDING PERMIT	10/28/2022	11/21/2022			EXTENSION	YES	
183	5	151200017000	11933 N LAKE SHORE DRIVE	BARBARA PFAFF	OUTSIDE MAINTENANCE	1/19/2022	5/30/2022			#5 CITATION 1	YES	

8.k.a										
A	B	C	D	E	F	G	I	J	K	L
185	151200017000	11693 N LAKE SHORE DRIVE	BARBARA PFAFF	OUTSIDE STORAGE	1/19/2022	2/9/2022		#5 CITATION 1	YES	
186	140030002000	14015 N CEDARBURG ROAD	WHITE RABBIT RESTAURANT	MOBILE MAINTENANCE SIGNS	11/9/2022	11/29/2022		1	NO	
186	150191602200	1400 W MEQUON ROAD	CONCORD 37 LLC	OUTSIDE MAINTENANCE	11/10/2022	12/12/2022		EXTENSION	YES	
187	150191602300	1350 W MEQUON ROAD	CONCORD 37 LLC	OUTSIDE MAINTENANCE	11/10/2022	12/12/2022		EXTENSION	YES	
188	150307002000	10000 N PORT WASHINGTON ROAD	PARK AVENUE PLAZA OF MEQUON	OUTSIDE MAINTENANCE	11/10/2022	12/12/2022		EXTENSION	YES	
189	151850001000	1511 MARKET STREET	LAKESIDE DEVELOPMENT COMPANY	OUTSIDE MAINTENANCE	11/10/2022	12/12/2022		EXTENSION	YES	
190	150201101000	11300 N PORT WASHINGTON ROAD	(PNS) SCHMIDT MEQUON LLC	OUTSIDE MAINTENANCE	11/15/2022	12/16/2022		EXTENSION	YES	
191	140501403000	10015 N RIVER ROAD	JEFF GRUBER-ASTENBORSKI	OUTSIDE STORAGE	11/17/2022	12/12/2022		1	NO	
192	140341100400	9716 N WAUWATOSA ROAD	ANDR EW BERGMAN	PARKING	11/17/2022	12/12/2022		EXTENSION	YES	
193	140341100400	9716 N WAUWATOSA ROAD	ANDR EW BERGMAN	OUTSIDE STORAGE	11/17/2022	12/12/2022		EXTENSION	YES	
194	140340500800	10146 N WAUWATOSA ROAD	ROBERT PETZOLD JR	PARKING	11/17/2022	12/12/2022		EXTENSION	YES	
195	140340500800	10146 N WAUWATOSA ROAD	ROBERT PETZOLD JR	OUTSIDE STORAGE	11/17/2022	12/12/2022		EXTENSION	YES	
196	140181300800	12031 N GRANVILLE ROAD	LINDENWOOD FARMS	PARKING	11/17/2022	12/12/2022		1	NO	
197	140181300800	12031 N GRANVILLE ROAD	LINDENWOOD FARMS	OUTSIDE STORAGE	11/17/2022	12/12/2022		1	NO	
198	RENTAL	10840 N PORT WASHINGTON ROAD	TOBIN JEWELERS	BANNER	11/30/2022	12/8/2022		1	YES	
199	151530001000	1505 W MEQUON ROAD	EAST TOWNE SQUARE MALL	BANNER/FLAGS	11/30/2022	12/8/2022		1	YES	
200	140860219000	11428 N VEGA AVENUE	MARK KRUEGER	OUTSIDE STORAGE	12/6/2022	12/20/2022		1	NO	
201	140860219000	11428 N VEGA AVENUE	MARK KRUEGER	PARKING	12/6/2022	12/20/2022		1	NO	
202	140860220000	7907 W WILLOWBROOK DRIVE	BENJAMIN AHANGER	OUTSIDE STORAGE	12/6/2022	12/20/2022		1	NO	
203	150191500300	1836 W MEQUON ROAD	REGINALD FLETCHER	OUTSIDE STORAGE	12/6/2022	12/20/2022		1	NO	
204	140881604000	11329 N MEADOWBROOK DRIVE	JEREMY GONZALES	PARKING	12/7/2022	12/14/2022		1	NO	
205	140881602000	11309 N MEADOWBROOK DRIVE	KIMBERLY SCIDMORE OR KERRY HANSEN	PARKING	12/7/2022	12/14/2022		1	NO	
206	140870807000	11730 N RIDGEWAY AVENUE	DAVID WOZNIAK	PARKING	12/7/2022	12/14/2022		1	NO	
207	140881708000	11310 N MEADOWBROOK DRIVE	GREEN HILL PROPERTIES	PARKING	12/7/2022	12/14/2022		#5 CITATION 1	YES	
208	140871001000	11932 N SILVER AVENUE	DANIEL MUELLER	PARKING	12/7/2022	12/14/2022		1	NO	
209	140270201200	11030 N BUNTRICK AVENUE	SANG WOO NAM	PARKING	12/9/2022	12/16/2022		1	NO	
210	150830013001	13560 N LAKESHORE DRIVE	MICHAEL COLE	PARKING	12/13/2022	12/21/2022		1	NO	
211	150180800900	12750 N SHORELAND PARKWAY	GRANITE REMODELS LLC	PARKING	12/14/2022	12/29/2022		1	NO	
212	8	RENTAL	MOVS ALTERATIONS	BANNER	12/22/2022	12/30/2022		EXTENSION	YES	
213	2	140140000100	JOSEPH OR MELANIE DEVORIKIN	BUILDING PERMIT	12/22/2022	12/22/2022		EXTENSION	YES	
214	1	7421 RIDGEVIEW DRIVE	YOUSSEF BERRADA	ACCESSORY STRUCTURE (2)	12/29/2022	1/27/2023		EXTENSION	YES	
215	1	141440022001	YOUSSEF BERRADA	SURVEY	12/29/2022	1/12/2023		1	NO	
216	6	150600216000	HPA III ACQUISITIONS LLC	PARKING	1/6/2023	1/19/2023		EXTENSION	YES	
217	4	140340400900	ANTONINETTE JACKSON	PARKING	1/11/2023	1/27/2023		EXTENSION	YES	
218	4	140340400900	ANTONINETTE JACKSON	OUTSIDE STORAGE	1/11/2023	1/27/2023		EXTENSION	YES	
219	3	140510104000	CHRISTOPHER BESLER	MAINTENANCE	1/12/2023	1/19/2023		#5 CITATION #1	YES	
220	8	151790001000	CONCORD 34 LLC	ELECTRIC	1/19/2023	2/17/2023		YES		
221	8	151790001000	CONCORD 34 LLC	DUMPSTER DOORS	1/19/2023	4/15/2023		YES		
222	8	151790001000	CONCORD 34 LLC	STORAGE CONTAINER	1/19/2023	2/17/2023		YES		
223	4	140500506000	EW DEVELOPMENT CORP	REFUSE	1/20/2023	2/3/2023		YES		
224	4	140500506000	EW DEVELOPMENT CORP	OUTSIDE MAINTENANCE	1/20/2023	5/1/2023		YES		
225	6	150130400400	SHELF 2012 IRREVOCABLE TRUST	OUTSIDE MAINTENANCE	1/26/2023	2/7/2023		YES		
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11333 N. Cedarburg Road
 Mequon, WI 53092
 Phone:
 Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Common Council

TO: Common Council
FROM: Cole McCraw, Assistant City Engineer
DATE: February 14, 2023
SUBJECT: RESOLUTION 4010 A Resolution Approving a Development Agreement for the Highland Meadows Subdivision Consisting of 37 Single-Family Lots Located at 1310 West Highland Road

Background

The applicant, Highland Road, LLC, is requesting development agreement approval for a 37-lot subdivision on 32.72 acres at 1310 West Highland Road. The site was recently rezoned to the newly approved UCRC (Ulaio Creek Residential Cluster) Zoning District. The applicant was granted concept plan approval at Planning Commission for a 27-lot development on February 9, 2022. The current proposal for 37 lots is based on the desire to serve the site with public sewer.

Analysis

Please see the attached draft development agreement for Highland Meadows authored by Planning and Engineering staff to address the necessary improvements for the development. The development agreement provides the opportunity to construct three (3) model dwellings prior to final plat approval, with the understanding that the units can't be sold, or title transferred, until the associated plat is recorded.

Please note that due to existing sanitary capacity issues within the area, the sanitary sewer section was amended from the template to include a restriction and requirement for a storage facility, similar to that required for Ascension, adjacent to this site.

Recommendation

The Planning Commission recommended approval on January 23, 2023, by a vote of 8-0.

Attachments:

2023-02-07_Highland Meadows DA Council (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4010

A Resolution Approving a Development Agreement for the Highland Meadows Subdivision
Consisting of 37 Single-Family Lots Located at 1310 West Highland Road

RECITALS

A. Highland Road, LLC, is requesting the approval of a development agreement for Highland Meadows, a 37-lot subdivision on 32.72 acres at 1310 West Highland Road.

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

C. On January 23, 2023, the Planning Commission recommended approval of the development agreement attached as Exhibit A.

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

1. The development agreement with Highland Road, LLC, for the Highland Meadows subdivision located at 1310 W. Highland Road 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 the City Clerk are authorized and directed to execute and deliver the same.

Approved by: Andrew Nerbun, Mayor

Date Approved: February 14, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 14, 2023.

Caroline Fochs, City Clerk

Document Number	DEVELOPMENT AGREEMENT Document Name	
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THIS DEVELOPMENT AGREEMENT (“Agreement”) is made as of _____, 20__, by Highland Road, LLC (the “Developer”) and the City of Mequon, a municipal corporation (the “City”).

RECITALS

A. The Developer desires to improve and develop the property described on the attached Exhibit A (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 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.

Recording Data

Name and Return Address

City Engineer
11333 N Cedarburg Road
Mequon, WI 53092

Parcel Identification Number

15-007-16-002.00

“Public Improvements” means all public streets, sidewalks, paths and required appurtenances to the foregoing, including without limitation street name signs, 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 Preliminary Plat approval by the Planning Commission on _____. The Preliminary Plat is an expression of approval or conditional approval of the layout submitted and is a guide to the preparation of the Final Plat which will be subject to further consideration by the Planning Commission at the time of its submission.

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. The Developer shall not commence the Improvements until the Plans are reviewed and approved.

4. Corrections to Plans. The City Engineer may, at any time prior to Final Plat approval, 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.

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) Indicate which lots are designed for full exposure and partial exposure and the lots that are limited to front load entry garage only.

- (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 drainage ways and erosion protection.
- (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 yard 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.

(e) An asphalt multi-use path of 8 feet in width is required on the west side of North Port Washington Road and along Highland Road. The path shall include the approved Ula Creek light fixture, including any future modifications to reduce glare, at approximately 120-foot intervals. The path shall be illuminated from dusk to 9:00 PM in the months from September to June and to 10:00 PM in the months of June through September.

10. Street Plans.

(a) The Developer shall submit plans for all public and private roads, driveways and roadside sidewalks (if any). Such plans shall be subject to review and approval by the City Engineer and Fire Chief.

(b) Unless otherwise approved by the City, all public and private streets shall satisfy the following requirements:

(i) All new streets shall be constructed with a twelve-inch (12") road base consisting of twelve inches (12") of one and one-quarter inch (1¼") crushed stone base course. The initial surface shall consist of two and one-half inches (2½") of bituminous binder course. Streets and driveways shall be

constructed to the City's typical cross-section. The final one and one-half inch (1½") asphalt surface course shall be applied following the construction of the binder course.

(ii) To the extent the Development will be constructed in phases, the plans shall show all cross connections being constructed in each phase. A temporary turnaround shall be shown on the plans for any street connecting into a future phase and for any street leading to any adjoining property.

(c) The plans shall show street name signs and regulatory/public safety signs (speed limit signs, stop signs and so forth) as required by the City Engineer. Street names shall be approved by the Planning Commission.

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 acknowledges, based upon the City's hydraulic analysis, the capacity of the existing public sanitary sewer infrastructure is restricted during wet weather events. The City has ongoing work to reduce wet weather impacts to the public sanitary sewer collection system. If the Developer requests connection to discharge sanitary sewer flow into the public sanitary sewer system prior to the completion of the City's work, the flow shall be restricted when the City's lift station critical minimum wet well fill times is met, above which the flow restrictor will activate. This City-owned lift station is also known as Riverdale Park Lift Station "F". Accordingly:

(i) A flow restrictor shall be installed to control the gravity sanitary sewer serving this Development.

1. Capacity. Developer to design an adequately sized sanitary sewer system storage facility that will contain flow from its 37-lot subdivision, until the Riverland lift station F high alarm is attenuated.
2. Location. Location of storage may be allowed in median area at entrance to subdivision/connecting road at Highland Road. However, if due to regulatory utility offsets where storage facilities may not fit in dedicated right-of-way, an alternate location is to be established, such as an outlot. For location of storage facility outside of right-of-way, a dedicated easement must be established by Developer to allow storage facilities.

3. Plan Development. Developer, City staff and City's consultant to develop and/or review construction plans for preferred location. If elected by Developer, City may issue Request For Proposals for consultant to design storage facility for Developer to include the plans in the Developer's bid set, per Code of Ordinances Section 58-640(b).
4. Construction. The Developer may construct storage facilities or wait until the City's completion of infrastructure improvements for wet weather management in accordance with one of the following processes:
 - A. Build/contribute. The Developer will design and construct the storage facilities to City requirements and transfer title with the Public Improvements with the Final Plat.
 - B. The Developer may request compensation for the storage facilities in accordance with Section 58-640(b) and Section 5 below.
5. Bid / Payment. Sewer utility to reimburse Developer for costs incurred as bid and constructed in the field. The bid and construction shall conform to the current City of Mequon Code of Ordinances Section 58-640(b) or as amended by ordinance, which currently reads, "All sanitary sewer construction projects in which the city is paying any portion of the costs shall be publicly advertised by the city, bids received and the contract awarded by the city. No such contract shall be awarded until the subdivider has deposited with the city an amount of money not to exceed 125 percent of the estimated cost to the subdivider. Preparation of plans and specifications for such sanitary sewer construction may be done by the subdivider's engineer or by the engineering division of the department of public works. In either case, such engineering costs shall be paid for by the developer, except for that portion attributable to the city's share of the construction costs. Upon completion of the construction, final determination of the developer's cost shall be made by the city engineer and any monies remaining in the developer's deposit after charging such costs against the deposit shall be refunded to the subdivider. If such costs exceed the deposit, the subdivider shall, upon demand of the city engineer, immediately pay the difference to the city."
6. Dedication of Flow Restrictor. Prior to Final Plat, the Developer shall execute a Transfer of Title document to deed the flow restrictor to the Sewer Utility to own, operate and maintain.
7. Abandonment of Flow Restrictor. Upon completion of the City work to address wet weather impacts, the City reserves the right to abandon the flow restrictor.

(ii) As a condition of the issuance of a building permit, backflow prevention shall be placed on each building sewer lateral.

(iii) The Developer may wait until the City has completed the following infrastructure system improvements for wet weather management, after which no flow restriction is required. Those improvements include projects identified in the 5-year capital improvement budget, anticipated to potentially be in operation in 2025 following:

1. Design and Construct Lift Station E Replacement in Laguna Drive
2. Design and Construct Sewer Capacity Improvements in Basin ME4001, LS F Area
3. Design and Construct Sewer Capacity Improvements in Basin ME4001, LS G Area

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 strictly 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 strict 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 constant 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 and Final Plat approval.

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. No Lot Assessments for Improvements. The costs and value of the Improvements will become an integral value of the abutting property; therefore, the Developer shall not make any future lot assessment for the Improvements.

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 plat. 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.

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 is 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. At the conclusion of the construction activity and prior to the recording of the Final Plat, 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) If the surface course of a street cannot be constructed prior to October 15, the Developer shall provide the Surface Completion Letter of Credit, as defined below.

(c) At the time of any extension of any street in the Development for which a temporary turnaround was constructed, the Developer shall remove the temporary turnaround and restore the area.

(d) The roadside sidewalk shall be installed at the time of street construction. Until Final Plat approval, the Developer shall maintain (including snow and ice removal) such roadside sidewalks and repair and replace them as necessary.

(e) The Developer shall provide and install street name signs and regulatory/public safety signs required by the Plans in the form required by the City.

26. Additional Utility Requirements.

(a) The Final Plat shall include easements for sanitary, drainage, gas, electric, sewer, water, phone, cable television, internet and other utilities for provision of services to and from the Development.

(b) All sanitary, water and drainage easements must be prepared separately for each lot or parcel 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 Final Plat approval.

(c) The Developer shall provide proof of payment in full for installation of all required utilities prior to Final Plat approval.

(d) Underground utility installations shall be subject to review and approval by the City Engineer and shall be 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 Final Plat approval, 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.

MODEL HOMES

28. Model Homes.

(a) Subject to satisfaction of all other requirements for a building permit, the City will issue a building permit for 3 principal structures to be used as sales models prior to approval and recording of the Final Plat.

(b) If the Developer is unable, despite reasonable efforts, as determined by the City in its sole discretion, to satisfy the paving requirements of Section 3.6 of the Standard Specifications for Land Development, the City will, upon application of the Developer and satisfaction of all other requirements for a building permit, issue a building permit for one model home prior to the installation of the binder course of asphalt in the adjacent dedicated public road or private access easement. The City shall not issue the building permit for such model home until stone base is installed and such stone base has successfully passed a proof roll. The stone base shall allow, as determined by the City in its sole discretion, access for inspections and emergency personnel. The City may cancel inspections if adequate access is not provided to inspections staff.

(c) The Developer shall not transfer title to any lot containing a model home until the Final Plat is approved and recorded as described below.

ASSOCIATION; COVENANTS, CONDITIONS AND RESTRICTIONS; ONGOING AGREEMENTS

29. The Association. The Developer shall, prior to the sale of any property within the Development, create or cause to be created an entity (the "Association") with a perpetual existence under the laws of the State of Wisconsin to control and maintain the common areas and facilities of the Development and to assume the obligations of the Association set forth in this Agreement. The Developer shall provide the City a description of

the organization of the proposed Association, together with copies of its governing documents, including all documents governing ownership, maintenance and use restrictions for common facilities or common elements, including commonly owned outlots. Such documents shall be subject to review and approval of the City for consistency with the requirements of this Agreement. The Association shall be operating (with financial subsidization by the Developer, if necessary) before the sale of any part of the Development. All owners of any property in the Development, including the Developer, shall be members of the Association solely by virtue of such ownership and shall be jointly responsible for its obligations, which obligations shall be assessable as against such members. The Association shall have the power and authority to assess property owners for their proportionate share of costs associated with the responsibilities of the Association set forth in this Agreement. The governing documents for the Association shall confer legal authority on the Association to place a lien on the property of any member who falls delinquent in dues or assessments. Such dues and assessments shall be paid with accrued interest before the lien may be lifted. If at any time the Association does not exist or fails to satisfy its obligations, the owners of the Property shall be jointly and severally liable, with rights of contribution, for the Association's responsibilities under this Agreement and all agreements that run with the land that impose responsibilities on the Association.

30. Obligations of the Association. The Association 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 Association 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.

31. Temporary Turnarounds. If any street constructed as part of the Development has a temporary turnaround for any future extension of the street beyond the Development, the Association shall remove such turnaround and restore the area in a manner acceptable to the City at the time the street is extended beyond the Development.

32. 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 Final Plat approval. 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 Association, but in no event shall such recertification occur later than five years after the approval of the Final Plat.

(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 upon submission of a certification in accordance with Section 58-678(h) of the Code.

(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 Association 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.

33. 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 (a) removing any berms, landscaping or amenities installed

on the Development as a condition of landscaping, open space, grading or drainage plans, and (b) 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) Notify future lot owners of the obligations set forth below.

OBLIGATIONS OF BUILDER/LOT OWNER

34. 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.

35. Sump Pump Discharge and Roof Drainage Plan. 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.

36. 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.

37. 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. As a condition of the issuance of a building permit, backflow prevention shall be placed on each building sewer lateral.

WARRANTIES AND INDEMNIFICATIONS

38. 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.

39. 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.

40. 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 development of 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.

41. 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. This covenant survives any provision of this Agreement that purports to discharge or release the Developer.

FINANCIAL OBLIGATIONS

42. 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.

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

44. Streetlights. The Developer shall be responsible for the cost of installation of a WE-Energies LED standard streetlight mounted on a wooden pole or may provide an upgraded bronze FG Smooth pole and rectangular low fixture, as shall be approved by the City, at each main entrance to the Development. The City's Public Works Department shall arrange for the installation permit and coordinate the installation. The Developer shall pay for labor and materials within 30 days after being invoiced. After acceptance of dedication of the Public Improvements by the City, the City shall assume responsibility for the monthly energy costs and future maintenance for the streetlight(s).

45. Landscaping Completion Letter of Credit. If the City agrees to Final Plat approval despite landscaping and/or hardscape amenities, including the installation of required street trees, not being completed (the City shall not be obligated to grant Final Plat approval under such circumstances), 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 evidence of cost shall be subject to review and approval by the City. The Developer shall, prior to Final Plat approval, provide to the City a letter of credit in an amount equal to 125% of such costs. 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 Final Plat approval, 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.

46. Landscaping Survival Letter of Credit. The Developer shall, prior to Final Plat approval, 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.

47. Street Tree Survival Guarantee. The Developer shall, prior to Final Plat approval, 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.

48. Surface Completion Letter of Credit. If the surface course of a street cannot be constructed prior to October 15, the Developer shall provide to the City an estimate of the final surface cost, including the costs of inspections, shouldering, streets, curbs, gutters, failures, base repairs, defects and utility adjustments. The estimate shall be subject to review and approval by the City Engineer. The Developer shall, prior to October 15, provide to the City a letter of credit in the amount of the approved estimate. 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. If the work is not completed to the satisfaction of the City on or before June 30 of the immediately following year, or upon the occurrence of an Event of Default, as defined below, the City may draw on demand the full amount of the Surface Completion Letter of Credit to defray the costs of finishing the work, including without limitation labor, material and costs regularly charged by the City for its staff's time. 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. 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.

50. 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.

51. 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 to the City, in accordance with the requirements of Section 58-640 of the Code, a sewer connection charge of \$_____ (37 lots or units @ \$200 per lot or unit) prior to Final Plat approval.

52. 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.

53. 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.

FINAL PLAT APPROVAL; DEDICATION; RELEASE

54. Final Plat Approval

(a) The Common Council shall grant Final Plat approval upon certification by the City Engineer that (i) all of the Improvements have been satisfactorily inspected by the City Engineer and the Department of Community Development which have found that the Improvements have been satisfactorily constructed, installed and completed in accordance with this Agreement; (ii) the Developer has satisfied its financial obligations, including providing required letters of credit and other guarantees; and (iii) the Developer

has satisfied all other requirements of this Agreement and the Development and Final Plat meet the requirements of this Agreement, the Code and applicable state laws.

(b) The Common Council may, but shall not be required to, grant Final Plat approval despite certain of the Improvements not being completed provided escrows have been established or guarantees provided that are adequate, as determined by the Common Council in its discretion, to ensure completion.

55. 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 Developer to the City upon recording the Final Plat, as provided by Wisconsin law, and without recourse, and free and clear of all liens, claims and encumbrances. The lien waivers required above shall be a condition precedent of recording of the Final Plat. The Public Improvements shall have access from a dedicated street, where necessary.

56. 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.

DEFAULTS

57. 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 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 30 days of the date filed.

58. 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 creditor 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,

59. 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.

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

GENERAL PROVISIONS

61. 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).

62. 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.

63. 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.

64. 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.

65. 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.

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

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

68. 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]

[CITY SIGNATURE PAGE TO DEVELOPMENT AGREEMENT]

CITY OF MEQUON

By: _____
 Andrew Nerbun
 Mayor

By: _____
 Caroline Fochs
 Clerk

STATE OF WISCONSIN)
) SS
 OZAUKEE COUNTY)

The foregoing instrument was acknowledged before me on _____,
 20____, by Andrew Nerbun, Mayor of the City of Mequon.

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

STATE OF WISCONSIN)
) SS
 OZAUKEE COUNTY)

The foregoing instrument was acknowledged before me on _____,
 20____, 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

[DEVELOPER SIGNATURE PAGE TO DEVELOPMENT AGREEMENT]

By: Highland Road, LLC
Name: Steve DeCleene
Title: President, Neumann Developments Inc., Sole
Member

STATE OF WISCONSIN)
) SS
COUNTY)

The foregoing instrument was acknowledged before me on _____,
20____, by _____, as _____ of _____.

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

Attachment: 2023-02-07_Highland Meadows DA Council (RESOLUTION 4010 : Development Agreement: Highland Meadows Subdivision)

**EXHIBIT A
to the
DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF MEQUON AND
____Highland Road, LLC____**

Highland Meadows

Legal Description



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

www.ci.mequon.wi.us

Office of Administration

TO: Common Council
FROM: Carrie Enea, Executive Assistant
DATE: February 9, 2023
SUBJECT: RESOLUTION 4011 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 City's Bee City USA application for 2023. The City was first designated as a Bee City upon Common Council approval of Resolution 3370 on April 12, 2016. The 2023 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 \$300, 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 4011

A Resolution Designating Mequon, Wisconsin as a Bee City USA

RECITALS

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.
- 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: Andrew Nerbun, Mayor

Date Approved: February 14, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 14, 2023.

Caroline Fochs, City Clerk



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2941
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www.ci.mequon.wi.us

Office of Administration

TO: Common Council
FROM: Carrie Enea, Executive Assistant
DATE: February 9, 2023
SUBJECT: RESOLUTION 4012 A Resolution Authorizing Renewal of an Application with Bird City Wisconsin and Observing World 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 this 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 2023, 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 \$175 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 4012

A Resolution Authorizing Renewal of an Application with Bird City Wisconsin and Observing
World Migratory Bird Day in Conjunction with Arbor Day

RECITALS

A. Migratory birds are some of the most beautiful and easily observed wildlife that enhance the Mequon community.

B. Local residents 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 residents can directly contribute to maintaining healthy bird populations.

E. Since 1993, World Migratory Bird Day (WMBD) 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. World Migratory Bird Day will be celebrated/observed in conjunction with the City of Mequon's Arbor Day Festivities on April 30, 2023 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 residents in bird conservation.

Approved by: Andrew Nerbun, Mayor

Date Approved: February 14, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 14, 2023.

Caroline Fochs, City Clerk



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Mequon, WI 53092-1930
Phone: 262-236-2941
Fax: 262-242-9655

Office of Administration

TO: Common Council
FROM: Justin Schoenemann, Assistant City Administrator
DATE: December 30, 2022
SUBJECT: ORDINANCE 2023-1638 An Ordinance Amending Chapter 2 of the Mequon Municipal Code Related to Electronic Attendance at City Meetings

Background

At its July 2022 meeting, members of the Common Council's Committee of the Whole referred the City's electronic meeting ordinances to the City's Public Welfare Committee for review, and the consideration of potential amendments. The City's current electronic meetings ordinances were established in 2019 and are contained within two separate sections of Chapter 2 within the Mequon Municipal Code. Section 2-35(d) outlines electronic meeting participation requirements for Common Council members, while Section 2-430 contains provisions by which members of the City's various boards, commissions and committees may attend meetings via electronic means. Links to both sections contained within Chapter 2 are included below.

Ordinance 2-35(d): <https://bit.ly/3QYLDuA>

Ordinance 2-430: <https://bit.ly/3a1tBHK>

Analysis

The Public Welfare Committee took a surgical approach to the review process over the course of three meetings. The Committee coalesced around several proposed amendments, which are summarized below:

1. The annual electronic meeting participation limitation for members of the Common Council and Planning Commission has been increased from two to three times per year.
2. A Council member's virtual attendance is based on an individual Committee instead of all meetings occurring on a given night. For example, under the Code's existing language, a member who virtually attends a Public Welfare Committee, Finance-Personnel Committee and Committee of the Whole meeting on the same evening would not be able to attend the Common Council meeting that same night. The proposed language tallies electronic attendance at each of those committees separately.
3. Allows members of Citizen Committees (i.e., boards, commissions, committees) to attend meetings electronically up to four times per year, instead of the current limit of three times per year.

4. Allows City staff & consultants to attend meetings electronically, with permission.
5. Specifies that the City's electronic meeting participation limitations can be suspended in the event a declaration of emergency comes from the City, County, State or Federal Government.
6. Provides Police Commission Members with the ability to attend meetings electronically, when not functioning in a quasi-judicial capacity.

The City Attorney has drafted the amendments for the ordinances governing the Common Council, Planning Commission, and all citizen committees based on the Public Welfare Committee's direction. Accordingly, a proposed ordinance which contains amendments to Section 2-430 of the Code for members of the City's boards, commissions and committees is attached. Additionally, amendments to Section 2-35(d), which govern electronic meeting participation by members of the Common Council are also included as Exhibit A, which is referenced as an attachment within the proposed ordinance.

Recommendation

On December 13, 2022, the Public Welfare Committee approved a recommendation in favor of adopting the proposed ordinance amendments by a vote of 3-0.

Attachments:

Exhibit A: Section 2-35 (DOCX)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2023-1638

An Ordinance Amending Chapter 2 of the Mequon Municipal Code Related to Electronic Attendance at City Meetings

RECITALS

A. The Common Council previously adopted section 2-35 of the Mequon Municipal Code, which establishes certain rules related to the conduct of Common Council meetings.

B. The Common Council previously adopted section 2-430 of the Mequon Municipal Code, which establishes certain rules related to electronic meeting attendance at other City meetings.

C. The Common Council desires to amend those rules to clarify the same and add additional flexibility.

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

SECTION I

Section 2-35 of the Mequon Municipal Code is repealed and recreated to read as shown on the attached Exhibit A.

SECTION II

Section 2-430(b)(2) of the Mequon Municipal Code is amended to read as follows (NOTE: Deleted text is ~~struck through~~; Added text is **bolded & double-underlined**):

(2) A member of a committee can attend meetings electronically up to ~~three~~ **four** times a year.

SECTION III

Section 2-486(d) of the Mequon Municipal Code is amended to read as follows (NOTE: Deleted text is ~~struck through~~; Added text is **bolded & double-underlined**):

(d) **When the board is acting in a quasi-judicial capacity,** sSection 2-430 shall not apply. A quorum shall be required to be physically present to transact business or to take any action on any agenda item on the meeting's agenda **when acting in a quasi-judicial capacity.**

SECTION IV

Section 2-40(g) of the Mequon Municipal Code is amended to read as follows (NOTE: Deleted text is ~~struck through~~; Added text is **bolded & double-underlined**):

(g) Emergency and disaster situations. The restrictions of this policy can be waived by the City of Mequon in the event of a bona fide disaster, as determined by the city ~~or other governing body, such as the county, state, or~~ federal government.

SECTION V

Section 2-40(h) of the Mequon Municipal Code is added to read as follows: (NOTE: Deleted text is ~~struck through~~; Added text is **bolded & double-underlined**):

(h) **Notwithstanding the above, city staff and consultants may be allowed to virtually attend any meeting of the council with the approval of the city administrator, mayor or presiding officer.**

SECTION VI

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

SECTION VII

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

SECTION VIII

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

Approved by: Andrew Nerbun, Mayor

Date Approved: February 14, 2023

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 14, 2023.

Caroline Fochs, City Clerk

Published: _____

EXHIBIT A

Sec. 2-35. Place; quorum; adjournment.

- (a) *Place of meetings.* All common council meetings shall be held in city hall. As used in this section, a common council meeting shall include regular, special or organizational meetings of the council, and all committee of the whole, appropriations committee, standing committee and utility board committee meetings. Notwithstanding the foregoing:
- (1) A meeting held jointly with one or more bodies that govern other political entities may be held outside of city hall.
 - (2) All or part of a meeting may be held at another location if, in the mayor's opinion, such location might assist the common council in its deliberations or is otherwise deemed to be necessary and appropriate.
 - (3) The common council may by majority vote at a prior meeting agree to hold a meeting at another location.
 - (4) The interest in an agenda item is of significant interest to the community such that city hall will be unable to accommodate the anticipated attendance from members of the public.
 - (5) The topic(s) of the meeting are anticipated to be of a perfunctory nature such that a fully virtual or electronic meeting would be more convenient for the attendees of the meeting.
 - (6) A temporary location of government is authorized under Wis. Stat. § 323.52(1) during a state of emergency as declared by the city, county, state or federal government.
- (b) *Quorum.* No action shall be taken unless a quorum is present. A quorum shall consist of the six aldermen or, if there is one or more vacancies, two-thirds of all aldermen then holding office. The mayor or the majority of aldermen present may compel the attendance of absent members in order to obtain a quorum. Otherwise, the common council shall adjourn for failure to obtain a quorum. The mayor shall not be counted in determining whether a quorum is present. To the extent a regular meeting cannot be held due to the lack of a quorum, any meeting called to replace the missed meeting shall constitute a regular meeting.
- (c) *Adjournments.* The common council may, by a majority vote of the aldermen present, adjourn from time to time to a specific date and time.
- (d) *Electronic attendance.* The mayor and aldermen shall attend meetings of the common council in person except for a fully virtual or electronic meeting under subsection (a)(5) or as follows:
- (1) *Individual requests.* Provided that a quorum of members is physically present at a meeting of the common council, the mayor or any alderman is qualified to attend such meeting electronically.
 - a. Any member of the common council may electronically attend up to three meetings of each individual category of common council meetings in any calendar year. For example, a member could electronically attend two common council meetings and three committee of the whole meetings in a year, but could not attend four committee of the whole meetings. Any meeting that is fully virtual for all members as allowed under subsection (a) shall not count against any otherwise annual limits described under this paragraph.
 - b. Procedure for electronic attendance.
 1. Notice to the city clerk. The member must notify the city clerk in writing at least 24 hours prior to the meeting in which the member desires to attend electronically unless advance notice is impractical due to family or other emergency. If the member is unable to give the required written notice prior to the meeting, the member shall notify the clerk by other means prior to the meeting and shall submit the required written notice as soon as practicable.

-
2. Determination of authorization of electronic attendance. Upon receipt of the notice, the clerk shall promptly forward the notice to the mayor or, in the case of a notice by the mayor, the common council president. After establishing that a quorum of the common council is physically present at the meeting at which a member has requested to attend electronically, the presiding officer shall state that (i) a notice was received by a member of the common council in accordance with this policy, and (ii) the member will be deemed authorized to attend the meeting electronically unless a motion objecting to the member's electronic attendance is adopted by two-thirds of the members of the council physically present at the meeting. If no such motion is adopted, then the request by the member to attend the meeting electronically shall be deemed approved and the presiding officer shall declare the requesting member present. After such a declaration by the presiding officer, the question of a member's electronic attendance may not be reconsidered.
- (2) Effect of electronic attendance. A member attending a meeting of the common council electronically shall be considered present at the meeting and shall be entitled to vote on any matter before the council as if the member were physically present at the meeting.
 - (3) The following provisions shall supplement all other applicable rules and procedures identified in this article II, and are applicable for any meeting of the common council at which a member has been authorized to attend electronically. In the event of a conflict between rules, the provisions below shall control.
 - a. Identification and recognition of electronic attendees. Members attending electronically must identify themselves each time the member wishes to speak and must be recognized by the presiding officer prior to addressing the council.
 - b. Public access to meeting. The speech of a member attending electronically shall be amplified in such a manner that it is generally audible to members of the council and the public who are physically present at the meeting. Any video image of a member attending electronically shall be projected in such a manner that the member's video image is generally visible and audible to members of the council and the public who are physically present at the meeting. Votes of any member attending electronically shall be audible and expressly acknowledged by the presiding officer.
 - c. Minutes. The minutes for the meeting shall identify which members of the common council attended electronically and the means by which the member attended the meeting.
 - d. Announcements of attendance; quorum calls. Any member attending a meeting of the common council electronically shall announce their arrival at the first opportunity to do so without interrupting a speaker. If any such member needs to depart the meeting prior to adjournment they shall announce their departure without interrupting a speaker. Any member of the common council attending the meeting in person may request a quorum call at any time to ensure a quorum is in attendance.
 - e. Technical malfunctions. Each member is responsible for their electronic connection to any meeting of the common council that they attend electronically, and they attend electronically at their own risk. No action shall be invalidated on the grounds that any member attending electronically loses or otherwise has a poor connection to the meeting. The presiding officer may order the disconnection or muting of a member's electronic connection to the meeting if it is causing undue interference with the orderly proceedings of the meeting. The decision to so disconnect or mute a member's connection shall be announced during the meeting and may be overturned by a vote of two-thirds of the members physically present. The minutes shall reflect the action taken.
 - f. Closed session exclusion. A member attending a meeting of the common council electronically shall not be able to continue to participate in the meeting when it moves into closed session unless the member is attending via a video connection and can establish the lack of presence of third
-

parties with the member which would be detrimental to the purposes of utilizing a closed session. In the event that such member is unable to satisfy this requirement, the council shall convene as a committee of the whole to comply with the requirements of Wis. Stat. § 19.89.

- (4) Emergency and disaster situations. The provisions of this ordinance can be waived by the City of Mequon in the event of a bona fide disaster, as determined by the city, county, state, or federal government.
- (5) Notwithstanding the above, city staff and consultants may be allowed to virtually attend any meeting of the council with the approval of the city administrator, mayor or presiding officer.



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 Mequon, WI 53092
 Phone: 262-236-2902
 Fax: 262-242-9655

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Office of Community Development

TO: Common Council
FROM: Kim Tollefson, Director of Community Development
DATE: February 14, 2023
SUBJECT: RESOLUTION 4013 A Resolution Authorizing Expenditures and Awarding Contracts for the Final Phase of Public Improvement Projects in the Town Center Tax Increment District (TID) No. 3 for the Reconfiguration of Mequon Road, OIT Crossing Improvements, Overhead Utility Burial, Street Lighting, Streetscaping, Signage, Land Acquisition and Ancillary Maintenance in the Amount of \$5,365,627

Background

Town Center neighborhood expenditures, and the associated contract awards, will implement capital improvement projects identified as part of the Town Center TID No. 3 Mixed Use Neighborhood Budget adopted under Resolution 3849 by the Common Council on June 8, 2021 (see attached Exhibit A: Resolution).

The priority project list was based on a workshop conducted by the Committee of the Whole in May of 2021. Since then, staff has contracted and worked with the City's consultants to develop a final set of the construction plans, design the streetscape, acquire WisDOT approval and coordinate with We Energies for the burial of overhead utilities. During this time, staff has also consulted with the Common Council regarding WisDOT approvals, desired aesthetics, and ensuring proper consulting services. In addition, staff consulted with Ehlers Inc., the City's financial advisor, to ensure up to date financial capacity and success at TID closure (year 2028). The final design choices selected by Council in October 2022, are integrated into the designs. The project, and subsets of the project, were then bid.

October 11, 2022, Committee of the Whole Package can be found here:

<http://mequoncitywi.iqm2.com/Citizens/FileOpen.aspx?Type=1&ID=2955&Inline=True>

May 4, 2021, Committee of the Whole Package can be found here:

<http://mequoncitywi.iqm2.com/Citizens/FileOpen.aspx?Type=1&ID=2586&Inline=True>

The budget includes work for the reconstruction of Mequon Road to narrow travel lanes, provide a Danish crossing for the Ozaukee Interurban Trail (OIT), create a terrace area for the installation of streetscaping and promote safety for and between motorists and non-motorists through the design of several signalizations, crossing improvements and lighting. The project also includes regulatory and unique neighborhood signage, burial of overhead utilities and installation of cemetery fencing and street furniture (see attached Exhibit B: Project Details and Contract

Awards)

Financial Capacity

In 2022, after the adoption of the revised TID budget in June of 2021, the City completed a capital borrowing with the inclusion \$2.72M of expenditures for TID No. 3. The success of the district allows the City to finance projects prior to closure of the district at a total funding capacity of \$5.79M. Since the creation of the Town Center zoning districts in 2007 and the TID in 2008, the neighborhood's tax base has increased approximately 285% through 11 redevelopment projects assessed at \$160M. Given the financial and physical redevelopment success of the neighborhood, there is funding capacity for public projects prior to the mandatory expenditure period of April 2023 (see attached Exhibit C: TID No. 3 Cash Flow Projection).

The TID will cash flow positive and close in 2028 based on projected tax rate and property values. The closure date and financial forecasting includes all debt, bonds, development incentives, City advances and project expenditures paid off in full. This projection also assumes no new construction occurs in the neighborhood between 2023-2028.

The proposed public improvements package has a construction cost of \$4.87M and includes a 10% contingency (\$487K), for a total expenditure of \$5.36M. The TID has a funding capacity of \$5.74M, resulting in a cash balance of \$383K (see attached Exhibit D: Project Expenditure Summary). In 2021, the project's construction cost was estimated at \$4.22M and did not include a contingency, consultant costs, or administrative costs. Significant factors contributing to the additional expenditure of \$1.13M are as follows:

- Consultant contract at near \$228K
- 10% contingency estimated at near \$500K
- Railroad preemption via WisDOT estimated at \$500K

Fiscal Impact

The TID has sufficient funds for these eligible expenses. The funding expenditure deadline is April 15, 2023. Completion of the work includes both cash financing and debt financing from the Town Center TID and City Right-of -Way Asset Management Fund (RAM) as follows:

Town Center TID:	\$ 5,365,626
RAM:	\$ 340,185

Project implementation at this cost results in the TID closing in 2028 with a cash balance of \$383K and a cash payout to the City of \$76,675. The remainder of the cash balance is paid to other taxing entities. If the estimated project costs associated with the WisDOT preemption or 10% contingency are not fully expended, then the cash balance and payout will be higher.

Alternatively, staff provides a list of deductions to reduce the overall cost for the project, if desired by the Common Council. The deductions are not recommended by staff. The deductions amount to approximately \$404K, resulting in a TID Project Cost of \$4.46M and contingency of \$445K for a total of \$4.9M.

Project implementation at the deducted cost alternative results in the TID closing in 2028 with a cash payout to the City of \$168,267 (Exhibit E: Project Expenditure Deductions).

The deductions reduce features including landscaping, pedestrian lighting, pavement markings throughout Cedarburg Road and the Mequon Road intersection as well as unique neighborhood signage. Choosing to not implement these features will noticeably mark distinctions within the neighborhood and result in no enhancements at the gateway intersection. The lack of implementation at these locations will reduce the overall uniformity for the neighborhood in its entirety and create a significant design gap between Cedarburg Road and Mequon Road.

Timeline

The contracts require project start date of April 2023 with substantial completion by October of 2023. Upon approval of the expenditures, City staff will meet with the property owners affected by the improvements.

Summary

At the closure of the TID, the City will capture \$550k annually in new tax revenue due to the 285% increase in property values (based on projected tax rate and property values). All other taxing entities will also receive increased tax revenue due to these new and high valued redevelopment sites. This is the final opportunity for public improvements to be made by using TID funding. The potential for additional investment and economic impact is considerable since 42% of the neighborhood has yet to redevelop. Execution of the recommended project plan, results in a private/public partnership attributing to the TID's success as follows:

Private Investment: 93.4%
Public Investment: 6.6%

Staff recommends completion of all the improvements across the neighborhood, furthering the investments made to date by the City, by property and business owners and residents. The attached resolution includes a prescriptive, line-item expenditure schedule. Staff will continue to report out on the status of final costs associated with the WisDOT RR Preemption, Contingency and Administrative/Maintenance items at future Committee of the Whole meetings, so as to fully support the preservation of available cash balances at the closure of the TID.

Recommendation

A recommendation is forthcoming by the Committee of the Whole on February 14, 2023.

Attachments:

Ex A Resolution (PDF)
EX B Project Details (DOCX)
EX C TID No 3 Cash Flow Projections (PDF)
Ex D Project Expenditure Summary (XLSX)
EX E Project Expenditure Deductions (DOCX)
Ex F Design Plan Set (PDF)

Ex G We Energies Scope Map (PDF)
Ex H SMA (WisDOT) (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4013

A Resolution Authorizing Expenditures and Awarding Contracts for the Final Phase of Public Improvement Projects in the Town Center Tax Increment District (TID) No. 3 for the Reconfiguration of Mequon Road, OIT Crossing Improvements, Overhead Utility Burial, Street Lighting, Streetscaping, Signage, Land Acquisition and Ancillary Maintenance in the Amount of \$5,365,627

RECITALS

A. Several capital improvement projects were identified as part of the Town Center TID No. 3 Mixed Use Neighborhood Budget adopted by the Common Council on June 8, 2021.

B. These public improvement projects are essential to meet safety measures and the economic and aesthetic objectives of the City's Town Center TID No. 3 dating back to 2008.

C. The City of Mequon Department of Public Works publicly noticed and received bids and contractor qualifications for the Mequon Road & OIT Crossing Improvements Project.

D. Staff determined that the bids received are in accordance with the project specifications and recommends award to LaLonde Contractors, Inc. at the total cost of \$2,847,480.50, for the Mequon Road & OIT Crossing Improvements Project.

E. The City of Mequon Department of Community Development Planning Division received construction plans and costs for the Overhead Utility Burial and ancillary improvements including land acquisition.

F. In accordance with We Energies relocation plans, \$1,519,580, shall be contributed to the project cost of utility burial, including Charter Communications.

G. The City of Mequon Department of Public Works received qualified quotes for the balance of the public improvements and has determined the quotes received are in accordance with the project specifications and recommends contract award and expenditures as follows:

- Cemetery Fencing along Mequon Road street frontage to Northway Fence at a total cost of \$22,680
- Buntrock Avenue Sidewalk extension at a total cost of \$45,000
- Pavement markings for Cedarburg Road, Division Street and the intersection of Mequon and Cedarburg Road to Century Fence Company at the total cost of \$43,815

- Mequon/Cedarburg Road, Milwaukee River entryway and Buntrock Avenue entryway at a total cost of \$39,243
- Street furniture along Mequon Road and Cedarburg Road and within the Civic Campus Parking Lot to Victor Stanley and Keep Goals/Landforms a total cost of \$36,169
- Town Center Administration and Maintenance Budget for years 2023-2028 at a total cost of \$133,559.50
- Decorative Street and Parking Signage to TAPCO for a total cost of \$2,700
- Construction Staking to North Shore Engineering for a total cost of \$30,500
- Railroad preemption via the Wisconsin Department of Transportation (WisDOT) at a total cost of \$500,000
- Contingency Funds in an amount not to exceed \$487,784

H. The Right-of-Way Assets Project Account 410780-720017-10001 has sufficient funding for this project in the amount of \$340,185.

I. The balance of the project costs, as determined after utilizing the full extent of all other funding sources, shall be funded through the Town Center TID No. 3 Project Account 611610-740001, which has sufficient funding for this project.

J. The Common Council Committee of the Whole, at its meeting on February 14, 2023, endorsed staff's recommendation.

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

1. The above contracts, as recommended by the Committee of the Whole and approved by the Mequon Common Council, be approved and that the proper City officials be authorized to sign the appropriate contract documents, in accordance and subject to City Attorney review and approval.

2. Staff is authorized to execute the amendment to the State/Municipal Financial Agreement with the Wisconsin Department of Transportation for the railroad preemption, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

Approved by: Andrew Nerbun, Mayor

Date Approved: February 14, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 14, 2023.

Caroline Fochs, City Clerk

EXHIBIT A: RESOLUTION**COMMON COUNCIL
OF THE
CITY OF MEQUON****RESOLUTION 3849****A Resolution Identifying Public Improvement Projects within Tax Increment District No. 3 for
Design and Development Prior to April 15, 2023**

A. The Common Council authorized Town Center Tax Increment District No. 3 Project Plan, dated April 2008, identifies principal public improvement projects intended to support a pedestrian-oriented character, improve visual and physical access to the river, mitigate the impact of vehicular traffic and encourage neighborhood-scale commercial uses and high-quality design.

B. Tax Increment District (TID) No. 3 encourages the redevelopment of parcels located within the district boundary through the assemblage of land parcels, new land uses and the removal of underutilized, undervalued structures that impede the use of land or that present poor aesthetic conditions.

C. Under the Town Center Tax Increment District No. 3, the Common Council previously made expenditures to further these neighborhood objectives and through public private partnerships has generated approximately \$160M of new tax base to-date, a 285% increase in neighborhood value.

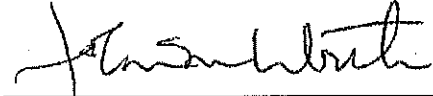
D. Funds for additional public projects in the estimated amount of \$5.5 million have been included in the TID budget and are available for use prior to the close of the mandatory expenditure period in April 2023.

E. Additional expenditures for public projects, at any level, allow the TID to close on time, pay off all debt and close with a positive cash balance regardless of any new, further tax base generated.

F. The Common Council acknowledges the Committee of the Whole's intent to make additional expenditures for projects identified by the Committee at its meeting on May 4, 2021, and as listed in Exhibit A, subject to final approval of the design, location, timing and cost of any and each public project.

G. The Public Works Committee at its meeting on June 8, 2021, recommended approval of additional expenditures for public projects within the Town Center TID No. 3 through cash financing and debt financing, as estimated and enumerated in Exhibit A.

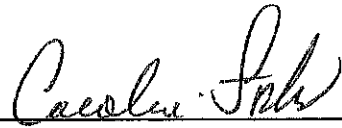
BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin, that city staff are directed and authorized to develop and coordinate plans for public improvement projects identified in Exhibit A for contract prior to April 2023.



Approved by: John Wirth, Mayor

Date Approved: June 8, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on June 8, 2021.



Caroline Fochs, City Clerk

Attachment: Ex A Resolution (RESOLUTION 4013 : Public Improvements in TID #3)

EXHIBIT B: PROJECT DETAILS AND CONTRACT AWARDS

The following is a breakdown of each project component, its expenditure and recommendation for contract:

Mequon Road & OIT Crossing Improvements Project to LaLonde Contractors, Inc. of Waukesha, WI. in the Amount of \$2,847,480.49

The contract documents to complete the Mequon Road & OIT Improvements Project were advertised and four bids were opened, as summarized below for the scope of work.

Contractor	Amount
LaLonde Contractors	\$2,847,480.49
Vinton	\$3,081,198.71
All-Ways	\$3,196,765.40
Zignego	\$3,363,385.60

The contract includes the following work (see attached Exhibit F: Design Plan Set):

- Road Narrowing, Danish OIT Crossing and Reconfigured City Hall driveway
- Traffic Signals and crosswalks
- Safety Measures including Pedestrian Signals, including thermal sensor for OIT
- Electrical Services and New Median and Sidewalk Lighting
- Street Trees and Landscaping
- Pavement Markings
- Regulatory Signage and neighborhood signage
- Paver Systems and Stamped Concrete
- Traffic Control during Construction

Of the above listed contract work, the traffic signals located at the intersection of Mequon Road and Buntrock Avenue are a Right-of-Way Assessment Management (RAM) Fund eligible expense. The replacement of the signals is imminent and are considered part of the road program in which the city has borrowed for in 2022. Because the signal replacement, at a cost of \$340,184.20, is not a direct result from the development occurring in Town Center, the RAM fund, through the current borrowing, is recommended for this portion of the Town Center project. The funding sources for the Mequon Road & OIT Crossing Improvement Projects to LaLonde Contractors, Inc. is as follows:

Town Center TID:	\$2,507,296.29
RAM:	\$ 340,184.20
Total:	\$2,847,480.49

Overhead Utility Burial Project to We Energies and Charter Communications, Inc. in the Amount of \$1,519,580

The scope of work to complete the utility burial includes overhead facilities owned by We Energies and Charter Communications. The scope area includes overhead facilities along the OIT, immediately west of the Civic Campus parking lot, along the south side of Mequon Road from Weston Drive to the Milwaukee River on the west side of Cedarburg Road and south of Mequon Road. The scope of work includes the following (please see attached Exhibit G: We Energies Scope Map):

- Burial of overhead facilities, including poles
- Replacement of poles that cannot be buried, as black steel poles
- Easements, if necessary, on private property
- Relocation agreement for facilities within the right-of-way

Cemetery Fencing to Northway Fence of Menomonee Falls, WI. in the Amount of \$22,680

Solicitation for fencing along the street frontage of Mequon Road for the cemetery includes the selected decorative fence by Council and an opening at the driveway. Northway Fence provided the lowest of three bids.

Construction Staking to North Shore Engineering, Inc. of Mequon, WI. in the Amount of \$30,500

Requests for Proposals for construction staking were solicited and the City received four quotes as follows. North Shore Engineering, Inc. was the lowest quote for construction staking services.

Contractor	Amount
North Shore Engineering, Inc.	\$30,500
M Squared Engineering, LLC	\$38,300
GRAEF-USA Inc.	\$90,000
R.H. Batterman & Co., Inc.	\$75,000 - \$110,000

Railroad Preemption via the Wisconsin Department of Transportation (WisDOT) in the Amount of \$500,000

Preemption of the traffic signal is intended to ensure that queued traffic does not back up onto the railroad tracks when a train is approaching. The cost for preemption varies based upon the final scope from the railroad. At a minimum, the equipment will be required to “talk” to each other, and as a “worst case scenario”, all the railroad equipment would need to be replaced. Until the railroad provides the final scope for the project, the final cost remains unknown. The attached Exhibit H: State Municipal Agreement (SMA) includes authorization up to \$500k for the full replacement. Preemption alone is anticipated to be at least \$150k, with typical cantilevered equipment at \$300k and an additional \$50k for the two masts. The final cost will be defined by the railroad after OCR approves the request for preemption. Please note that the SMA references \$32,750 which was previously authorized by CC from the RAM account.

Buntrock Avenue Sidewalk Extension in the Amount of \$45,000

The current sidewalk extends south of Mequon Road through P2 Development's townhome development on the east side. It was the Council's desire to extend the sidewalk to Wilson School for safe access. The sidewalk will extend to Steffen Drive, where a sidewalk exists on the school campuses. The project required construction assessment by the Department of Public Works – Engineering Division and is estimated in the amount of \$45,000. Subject to approval of this expenditure, Engineering will return to the Council with bids and contract award prior to April 2023.

Mequon Road / Cedarburg Road Intersection, Cedarburg Road, Milwaukee River and Division Street: Streetscape in the Amount of \$39,242

As part of the May 2021 workshop, staff presented options for extending the streetscape for uniformity at and adjacent to the Mequon / Cedarburg intersection, treating the features at the Milwaukee as gateway enhancements and providing final improvements to Cedarburg Road such as the extension of street fixtures, street trees, banners for the streetlights and parking and crosswalk signage. These improvements will be direct purchase by the City for installation at the same time of road construction.

Mequon Road / Cedarburg Road Intersection, Cedarburg Road, Milwaukee River and Division Street: Pavement Markings to Century Fence Company of Pewaukee, WI. in the Amount of \$43,815

A request for proposals for pavement markings was solicited to add new markings for the neighborhood outside of Mequon Road. The new markings will provide crosswalks at the Mequon / Cedarburg Road intersection enhancing safety and access to riverfront park and gateway. In addition, markings on Cedarburg Road and Division Street will create uniformity with the new markings on Mequon Road and is intended to further announce on-street parking and existing crosswalks within the Civic Campus.

Street Furniture to Victor Stanley of Dunkirk, MD. and Keep Goals/Landforms in the Amount of \$36,169

Staff has quoted street furniture for location near the gateway, along Mequon Road, within the Civic Campus Parking Lot and replacement furniture for that which exists on Cedarburg Road. This includes seven (7) garbage receptacles, seven (7) benches and two (2) bike racks and will be direct purchase by the City for installation at the same time of road construction.

Administrative/Other

A. Land Acquisition

The Council wanted to pursue removal of the two remaining single-family homes located along the riverfront park and Cedarburg Road. Staff has maintained communications with the owners since the Council workshop in May, with the most recent correspondence

occurring in January 2022. Neither owner is prepared to sell at this time. The Park and Open Space Committee offered \$100K to assist with the purchase. The only remaining acquisition is the possibility of easements for the overhead utilities, although those may be located in the right-of-way if necessary.

B. Contingency

As indicated, the total project expenditure includes a 10% contingency.

C. Neighborhood Connectivity

The Council requested staff consider sidewalk connectivity from the Central Growth neighborhood to Town Center. As part of the WisDOT resurfacing of Mequon Road in 2025, a sidewalk will be installed. Therefore, TID dollars are not expended for this project.

D. Administration and Maintenance

Staff has designated \$35,000 for the administration and maintenance of the TID for years 2023 through 2028. In addition, this expenditure line item includes remaining consultant fees and allows for developer incentives, acquisition and development opportunities for City-owned sites.

EXHIBIT C: TID No 3 CASH FLOW PROJECTIONS

City of Mequon, Wisconsin																						
Tax Increment District #3																						
Cash Flow Projection																						
Year	Projected Revenues					Expenditures										Balances			Year			
	Tax Increments	Interest Earnings/ (Cost)	Computer Aid	Rotary Repayment	Total Revenues	GO Refunding Bonds 5,030,000 Dated Date:		Outpost Development Incentive	Dermond Development Incentive	Reserve Development Incentive	Foxtown Development Incentive	P2 TownHome Project	2022 Capital Borrowing - TID 3 Portion		Capital Expenditures	Admin./ Prof Services	Total Expenditures	Annual		Cumulative	Principal Outstanding & Developer Incentive	
						Principal	Interest															
2021	2,173,982	1.00%	7,177		2,202,088	440,000	132,270	25,270	43,358	20,391					131,665	23,963	816,917	1,385,171	(1,265,062)	9,361,220	2021	
2022	1,814,954	(12,651)	6,818	205,000	2,014,121	540,000	115,850	25,270	43,358		560,928				700,000	15,000	2,000,406	13,715	(1,251,347)	10,896,664	2022	
2023	2,329,639	(12,513)	6,477		2,323,602	585,000	99,650	25,270	43,358		521,102		300,000	33,266		15,000	1,622,646	700,956	(550,391)	9,406,933	2023	
2024	2,436,007	(5,504)	6,153		2,436,656	630,000	82,100	25,270	43,358		521,102		400,000	51,400		15,000	1,768,230	668,426	118,034	7,772,203	2024	
2025	2,609,963	1,180	5,846		2,616,989	650,000	63,200	25,270	43,358		521,102	61,880	500,000	37,900		15,000	1,917,711	699,278	817,312	5,955,593	2025	
2026	2,609,963	8,173	5,553		2,623,689	695,000	43,700	25,270	43,358		521,102	61,880	500,000	25,400		15,000	1,930,711	692,979	1,510,291	4,093,982	2026	
2027	2,609,963	15,103	5,276		2,630,341	730,000	29,800	25,270	43,358		521,102	61,880	500,000	15,400		15,000	1,941,811	688,531	2,198,822	2,197,372	2027	
2028	2,609,963	21,988	5,012		2,636,963	760,000	15,200	25,270	294,119		521,102	61,880	520,000	5,200		15,000	2,217,772	419,191	2,618,013	(0)	2028	
Total	19,194,431	36,706	23,537	205,000	19,484,449	5,030,000	581,770	202,163	597,625	20,391	3,687,540	247,521	2,720,000	168,566	764,845	128,963	14,216,203				Total	
Notes:													Capital Expenditures (Cash) - 20220 Borrowing Proceeds - 20222,720,000 Remaining Increment through 20282,618,013 Total5,338,013							Projected TID Closure		

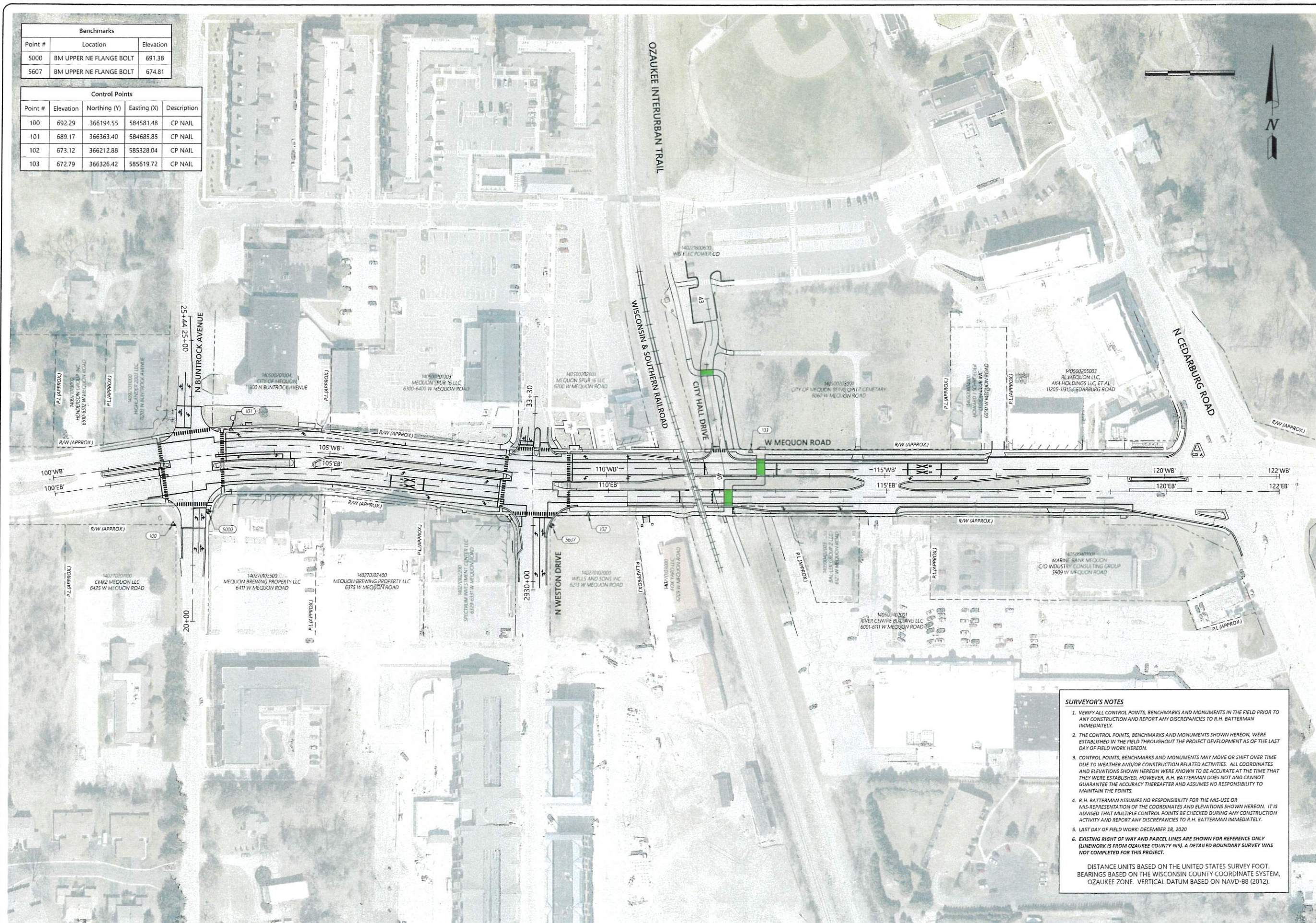
EXHIBIT D: PROJECT EXPENDITURE SUMMARY					
Originally Authorized Common Council Selected Public Improvement Project: June 2021		ACTUAL COSTS & FUNDING SOURCES			
		TID No 3 Funding Sources	Road Assessment Management (RAM)	Park & Open Space Impact Fees	
Mequon Road & OIT Crossing Improvements Project	\$1,429,000.00	\$2,014,561.69	\$340,184.20		
Street & Median Lighting + Electrical Service	Included in Others	\$492,734.60			
Construction Staking	Required Add On	\$30,500.00			
RR Agreement	Required Add On	\$500,000.00			
Signage	Included in Others	included in others			
OH Utility Burial: WE Energies	\$1,300,000.00	\$1,519,580.00			
Cemetery Fencing	\$70,000.00	\$22,680.00			
Buntrock Avenue Sidewalk to School	\$60,000.00	\$45,000.00			
Pavement Markings: Cedarburg Road Plus the Mequon Road Intersectio	Add On	\$40,395.00			
Mequon/Cedarburg Road Completed Features Plus Milwaukee River	\$59,000.00	\$39,242.40			
Division Street On Street Parking	\$2,000.00	\$3,420.00			
Street Furniture	\$13,750.00	\$36,169.00			
Land Acquisition / Sale	\$500,000.00	\$20,000.00		\$100,000	
Administrative/Other	\$781,000.00	\$113,559.50			
SUBTOTAL:	\$4,214,750.00	\$4,877,842.19			
CONTINGENCY (10%):		\$487,784.00			
TOTAL:		\$5,365,626.19			
TID Results			\$5,365,626.19		
Year of Cash Flow Positive			2028		
TID Closure Date			2028		
Available TID Funds			\$5,749,000		
Cash Balance at Closure			\$383,373		
One Time Cash Payout to City			\$76,675	\$168,267	

Attachment: Ex D Project Expenditure Summary (RESOLUTION 4013 : Public Improvements in TID #3)

EXHIBIT E: PROJECT EXPENDITURE DEDUCTIONS

Project	Amount
Eliminate landscaping beds at the base of streetlights	\$26,000
Eliminate pedestrian sidewalk streetlights	\$125,750
Eliminate unique neighborhood signage	\$100,000
Eliminate utility pole replacement from wood to black steel	\$24,000
Eliminate the sidewalk extension on Buntrock Avenue	\$45,000
Eliminate pavement markings on Cedarburg Rd / Mequon Rd intersection and Division Street to match Mequon Road	\$43,815
Eliminate brackets and banners on Cedarburg Road to match Mequon Road	\$5,580
Eliminate replacement furniture	\$9,200
Eliminate maintenance fund	\$25,000

Control Points				
Point #	Elevation	Northing (Y)	Easting (X)	Description
100	692.29	366194.55	584581.48	CP NAIL
101	689.17	366363.40	584685.85	CP NAIL
102	673.12	366212.88	585328.04	CP NAIL
103	672.79	366326.42	585619.72	CP NAIL



1. VERIFY ALL CONTROL POINTS, BENCHMARKS AND MONUMENTS IN THE FIELD PRIOR TO ANY CONSTRUCTION AND REPORT ANY DISCREPANCIES TO R.H. BATTERMAN IMMEDIATELY.
2. THE CONTROL POINTS, BENCHMARKS AND MONUMENTS SHOWN HEREON, WERE ESTABLISHED IN THE FIELD THROUGHOUT THE PROJECT DEVELOPMENT AS OF THE LAST DAY OF FIELD WORK HEREON.
3. CONTROL POINTS, BENCHMARKS AND MONUMENTS MAY MOVE OR SHIFT OVER TIME DUE TO WEATHER AND/OR CONSTRUCTION RELATED ACTIVITIES. ALL COORDINATES AND ELEVATIONS SHOWN HEREON WERE KNOWN TO BE ACCURATE AT THE TIME THAT THEY WERE ESTABLISHED, HOWEVER, R.H. BATTERMAN DOES NOT AND CANNOT GUARANTEE THE ACCURACY THEREAFTER AND ASSUMES NO RESPONSIBILITY TO MAINTAIN THE POINTS.
4. R.H. BATTERMAN ASSUMES NO RESPONSIBILITY FOR THE MIS-USE OR MIS-REPRESENTATION OF THE COORDINATES AND ELEVATIONS SHOWN HEREON. IT IS ADVISED THAT MULTIPLE CONTROL POINTS BE CHECKED DURING ANY CONSTRUCTION ACTIVITY AND REPORT ANY DISCREPANCIES TO R.H. BATTERMAN IMMEDIATELY.
5. LAST DAY OF FIELD WORK: DECEMBER 18, 2020
6. EXISTING RIGHT OF WAY AND PARCEL LINES ARE SHOWN FOR REFERENCE ONLY (LINEWORK IS FROM OZAUKE COUNTY GIS). A DETAILED BOUNDARY SURVEY WAS NOT COMPLETED FOR THIS PROJECT.

DISTANCE UNITS BASED ON THE UNITED STATES SURVEY FOOT.
BEARINGS BASED ON THE WISCONSIN COUNTY COORDINATE SYSTEM,
OZAUKEE ZONE. VERTICAL DATUM BASED ON NAVD-88 (2012).



2857 Bartells Drive
Beloit, Wisconsin 53511
508.365.4464
www.rhbatterman.com

ISSUANCE	
30% PLANS	2022-06-09
60% PLANS	2022-08-12
90% PLANS	2022-11-16
BID SET	2022-12-06
-	-
-	-

PROJECT OVERVIEW

NOTE: DIMENSIONAL DATA IS NOT TO BE OBTAINED BY SCALING ANY PORTION OF THIS DRAWING

MEQUON ROAD & OIT CROSSING
N BUNTROCK AVE TO N CEDARBURG RD
CITY OF MEQUON
OZAUKEE COUNTY, WISCONSIN

33803 - C201 - PROJECT OVERVIEW DWG.

DESIGNED BY:	MP/KC
DRAWN BY:	LC/CM
CHECKED BY:	RR
APPROVED BY:	MF
PROJECT NO:	33803

SHEET NO.

C2.01

MEQUON ROAD &
OIT CROSSING
CITY OF MEQUON
OZAUKEE COUNTY, WISCONSIN

Owner:
CITY OF MEQUON

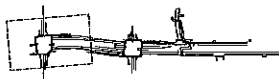
SMITHGROUP

44 EAST MIFFLIN STREET
SUITE 500
MADISON, WI 53703
608.251.1177
www.smithgroup.com

ISSUED FOR	REV	DATE
Bld Set		12/06/2022

SEALS AND SIGNATURES

KEY PLAN
PROJECT NORTH



DRAWING TITLE
SITE LAYOUT, MATERIALS, &
PLANTING

SCALE
1" = 20'-0"

PROJECT NUMBER
13999

DRAWING NUMBER
CS101

DRAWING NUMBER

PLANT LEGEND CS101	
TREES	BOTANICAL / COMMON NAME
AX	ACER X FREEMANII / FREEMAN MAPLE
GP	GINKGO BILOBA 'PRINCETON SENTRY' / PRINCETON SENTRY MAIDENHAIR TREE
MA	MALUS X 'ADIRONDACK' / ADIRONDACK CRABAPPLE
QM	QUERCUS MACROCARPA 'FUS-KW3' / URBAN PINNACLE® OAK
SHRUBS	BOTANICAL / COMMON NAME
Lr	DIERVILLA X 'G2X88544' / KODIAK® ORANGE DIERVILLA
Rg	RHUS AROMATICA 'GRO-LOW' / GRO-LOW FRAGRANT SUMAC
PERENNIALS	BOTANICAL / COMMON NAME
Cn2	CALAMINTHA NEPETA / LESSER CALAMINT
Dg	DESCHAMPSIA CESPITOSA 'GOLDTAN' / GOLD DEW TUFTED HAIR GRASS
Hi	HEMEROCALLIS X 'HAPPY DAYS' / HAPPY DAYS DAYLILY
Pa3	PANICUM VIRGATUM 'SHENANDOAH' / SHENANDOAH SWITCH GRASS
Rh	RUDBECKIA HIRTA / BLACK-EYED SUSAN
Ss	SCHIZACHYRIUM SCOPARIUM 'MINNBLUEA' / BLUE HEAVEN LITTLE BLUESTEM
PERENNIAL HATCHES	BOTANICAL / COMMON NAME
Cn	CALAMINTHA NEPETA / LESSER CALAMINT

SHEET NOTES

- FINAL LANDSCAPE GRADES SHALL SLOPE TO DRAIN, BE FREE OF DEPRESSIONS OR OTHER IRREGULARITIES AFTER COMPACTION OF SOIL AND INSTALLATION OF PAVEMENT, AND SHALL BE UNIFORM IN SLOPE.
- FINISHED SURFACES SHALL BE SMOOTH AND EVEN WITH NO ABRUPT OR ANKWARD CHANGES IN GRADE AND SHALL TRANSITION SMOOTHLY TO EXISTING SURFACES.
- ALL DISTURBED AREA SHALL BE REPAIRED OR REPLACED IN KIND. CONTRACTOR SHALL INSTALL LAWN UP TO LIMITS OF DISTURBANCE UNLESS PLANS INDICATE OTHERWISE.
- EXISTING TREES WITHIN NEW NEW CONSTRUCTION AREAS SHALL BE PROTECTED IN PLACE.
- TREES IN MEDIANS SHALL BE CENTERED NORTH/SOUTH BETWEEN EDGES OF CONCRETE.
- TREES IN TERRACES SHALL BE CENTERED IN PLANTING BED AND A MINIMUM 3' OFF FACE OF CURB.
- CONTRACTOR TO FIELD VERIFY PLACEMENT OF TREES AND MAKE MINOR ADJUSTMENTS TO AVOID UTILITY CONFLICTS.
- LOCATE CENTER OF LIGHTS 2' OFF FACE OF CURB WHERE POSSIBLE IN TERRACES AND CENTER LIGHTS IN MEDIAN.
- ALL LANDSCAPE BEDS SHALL HAVE SHOVEL CUT EDGES.
- SEE SHEET LP501 - LANDSCAPE DETAILS & PLANTING SCHEDULE FOR SUMMARY PLANTING SCHEDULE & PLANTING DETAILS.
- ALL PLANTING BEDS SHALL HAVE 6" DEPTH OF TOPSOIL, IF THERE ARE DISCREPANCIES BETWEEN TOPSOIL DEPTH IN PLANS AND SPECS, THIS NOTE SHALL SUPERSEDE.
- ALL LAWN & DISTURBED AREAS SHALL HAVE 6" DEPTH OF TOPSOIL, IF THERE ARE DISCREPANCIES BETWEEN TOPSOIL DEPTH IN PLANS AND SPECS, THIS NOTE SHALL SUPERSEDE.
- HATCH PATTERNS ARE FOR REFERENCE ONLY. HATCHES DO NOT REPRESENT DIRECTIONAL LAYOUT OR PATTERN OF MATERIALS.

KEYED NOTES

- A LITTER RECEPTACLE
- B EXISTING PAVERS TO BE SAVED AND RESET

LEGEND

- PROPERTY LINE, APPROXIMATE, BASED ON GIS INFORMATION
- LAWN, WISDOT TYPE 40 MIX
- PAVERS, SEE CIVIL. ADJUST PAVEMENT LAYOUT TO MAXIMIZE USE OF FULL PAVERS AND AVOID UNNECESSARY CUTS
- MULCH, INCIDENTAL TO PLANTING
- LIGHT L1, SEE ELECTRICAL
- LIGHT L2, SEE ELECTRICAL
- SIGN, SEE CIVIL

FILE C:\Users\jwest\SmithGroup\Composites Inc\PRJ - 13999 - SmithGroup - CAD\05 Civil\13999-05100.dwg USER:jwest DATE: Dec. 06 2022 TIME: 04:11 pm

MEQUON ROAD &
OIT CROSSING

CITY OF MEQUON
OZAUKEE COUNTY, WISCONSIN

Owner:
CITY OF MEQUON

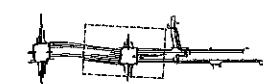
SMITHGROUP

44 EAST MIFFLIN STREET
SUITE 500
MADISON, WI 53703
608.251.1177
www.smithgroup.com

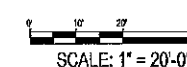
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SEALS AND SIGNATURES

KEY PLAN



DRAWING TITLE
SITE LAYOUT, MATERIALS, &
PLANTING



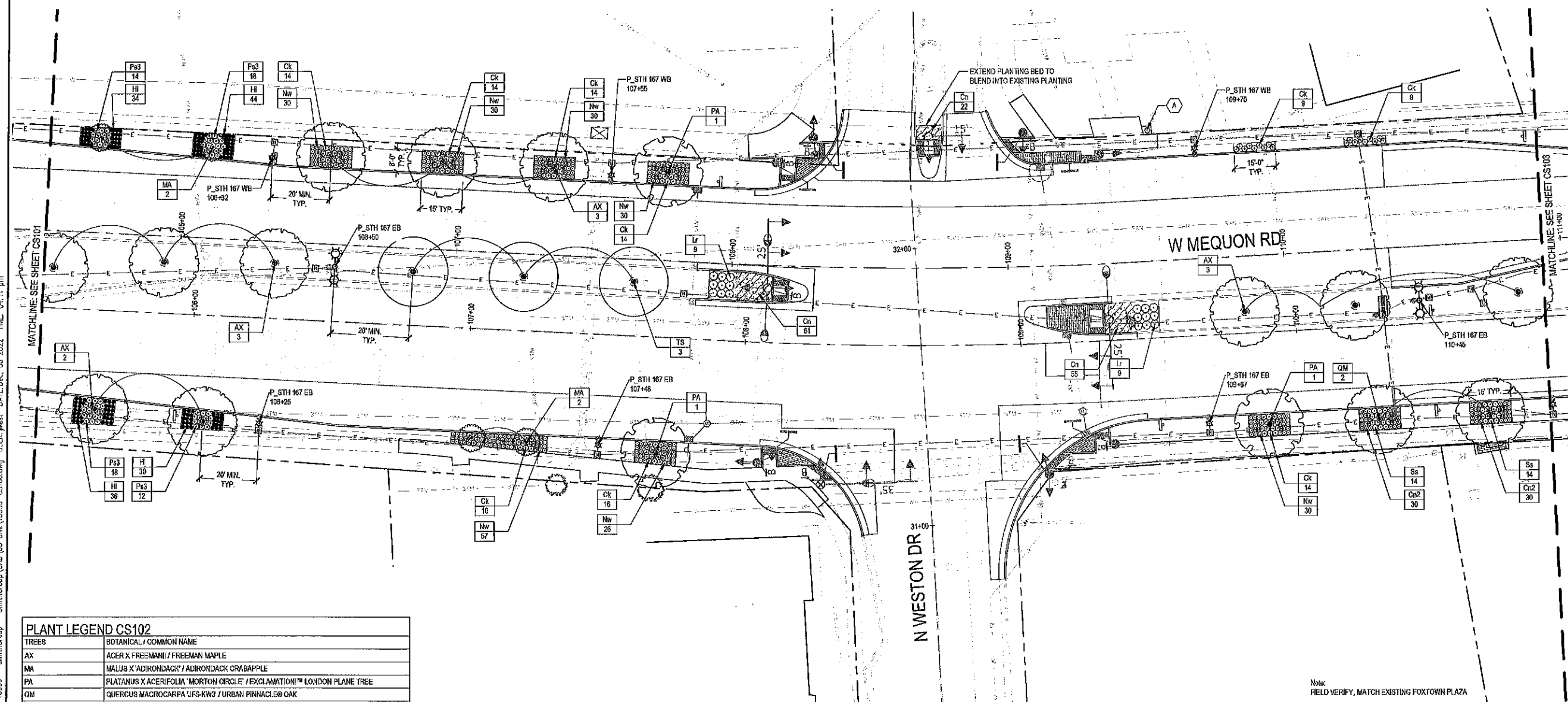
SCALE 13999

PROJECT NUMBER _____ 15995

CS102

DRAWING NUMBER _____

Packet Pg. 99



PLANT LEGEND CS102	
TREES	BOTANICAL / COMMON NAME
AX	ACER X FREEMANI / FREEMAN MAPLE
MA	MALUS X 'ADIRONDACK' / ADIRONDACK CRABAPPLE
PA	PLATANUS X ACERIFOLIA 'MORTON ORCLE' / EXCLAMATION!™ LONDON PLANE TREE
QM	QUERCUS MACROCARPA 'UFS-KW3' / URBAN PINNACLE® OAK
TS	TILIA TOMENTOSA 'STERLING' / STERLING SILVER LINDEN
SHRUBS	BOTANICAL / COMMON NAME
Lr	DIERVILLA X 'G2X88544' / KODIAK® ORANGE DIERVILLA
PERENNIALS	BOTANICAL / COMMON NAME
Ck	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' / KARL FOERSTER FEATHER REED GRASS
Ch2	CALAMINTHA NEPETA / LESSER CALAMINT
Hi	HEMEROCALLIS X 'HAPPY DAYS' / HAPPY DAYS DAYLILY
Nw	NEPETA X 'WALKER'S LOW' / WALKER'S LOW CATMINT
Pe3	PANICUM VIRGATUM 'SHENANDOAH' / SHENANDOAH SWITCH GRASS
Se	SCHIZACHYRIUM SCOPARUM 'MINNIBLUE' / BLUE HEAVEN LITTLE BLUESTEM
PERENNIAL HATCHES	BOTANICAL / COMMON NAME
On	CALAMINTHA NEPETA / LESSER CALAMINT

SHEET NOTES

- | | | | |
|----|---|-----|--|
| 1. | FINAL LANDSCAPE GRADES SHALL SLOPE TO DRAIN, BE FREE OF DEPRESSIONS OR OTHER IRREGULARITIES AFTER COMPACTION OF SOIL AND INSTALLATION OF PAVEMENT, AND SHALL BE UNIFORM IN SLOPE. | 8. | CONTRACTOR TO FIELD VERIFY PLACEMENT OF TREES AND MAKE MINOR ADJUSTMENTS TO AVOID UTILITY CONFLICTS. |
| 2. | FINISHED SURFACES SHALL BE SMOOTH AND EVEN WITH NO ABRUPT OR ANKWARD CHANGES IN GRADE AND SHALL TRANSITION SMOOTHLY TO EXISTING SURFACES. | 9. | LOCATE CENTER OF LIGHTS 2' OFF FACE OF CURB WHERE POSSIBLE TERRACES AND CENTER LIGHTS IN MEDIAN. |
| 3. | ALL DISTURBED AREA SHALL BE REPAIRED OR REPLACED IN KIND. CONTRACTOR SHALL INSTALL LAWN UP TO LIMITS OF DISTURBANCE UNLESS PLANS INDICATE OTHERWISE. | 10. | ALL LANDSCAPE BEDS SHALL HAVE SMOOTH, CUT EDGES. |
| 4. | EXISTING TREES WITHIN NEW NEW CONSTRUCTION AREAS SHALL BE PROTECTED IN PLACE. | 11. | SEE SHEET LPS01 - LANDSCAPE DETAILS & PLANTING SCHEDULE FOR SUMMARY OF PLANTING SPECIFICATIONS & PLANTING DETAILS. |
| 5. | TREES IN MEDIANS SHALL BE CENTERED NORTH/SOUTH BETWEEN EDGES OF CONCRETE. | 12. | IF PLANTING BEDS SHALL HAVE 6" DEPTH OF TOPSOIL. IF THERE ARE DISCREPANCIES BETWEEN TOPSOIL DEPTH IN PLANS AND SPECS, THIS NOTE SHALL SUPERSEDE. |
| 6. | TREES IN TERRACES SHALL BE CENTERED IN PLANTING BED AND A MINIMUM 3' OFF FACE OF CURB. | 13. | ALL LAWN & DISTURBED AREAS SHALL HAVE 6" DEPTH OF TOPSOIL. IF THERE ARE DISCREPANCIES BETWEEN TOPSOIL DEPTH IN PLANS AND SPECS, THIS NOTE SHALL SUPERSEDE. |
| | | 14. | HATCH PATTERNS ARE FOR REFERENCE ONLY. HATCHES DO NOT REPRESENT DIRECTIONAL LAYOUT OR PATTERN OF MATERIALS. |

KEYED NOTES

- N  LITTER RECEPTICLE 

LEGEND

- | | |
|---|---|
|  | PROPERTY LINE, APPROXIMATE, BASED ON GIS INFORMATION |
|  | LAWN, WISDOT TYPE 40 MIX |
|  | PAVERS, SEE CIVIL, ADJUST PAVEMENT LAYOUT TO MAXIMIZE USE OF FULL PAVERS AND AVOID UNNECESSARY CUTS |
|  | MULCH, INCIDENTAL TO PLANTING |
|  | LIGHT L1, SEE ELECTRICAL |
|  | LIGHT L2, SEE ELECTRICAL |

MEQUON ROAD &
OIT CROSSING

CITY OF MEQUON
OZAUKEE COUNTY, WISCONSIN

Owner:
CITY OF MEQUON

SMITHGROUP

44 EAST MIFFLIN STREET
SUITE 500
MADISON, WI 53703
608.251.1177
www.smithgroup.com

PLANT LEGEND CS103	
TREES	BOTANICAL / COMMON NAME
AX	ACER X FREEMANI / FREEMAN MAPLE
MA	MALUS X 'ADIRONDACK' / ADIRONDACK CRABAPPLE
PA	PLATANUS X ACERIFOLIA 'MORTON CIRCLE' / EXCLAMATION!™ LONDON PLANE TREE
QM	QUERCUS MACROCARPA 'JFS-KWS' / URBAN PINNACLE® OAK
SR	SYRINGA RETICULATA 'IVORY SILK' / IVORY SILK JAPANESE TREE ULAC
TS	TILIA TOMENTOSA 'STERLING' / STERLING SILVER LINDEN
SHRUBS	BOTANICAL / COMMON NAME
Lr	DIERVILLA X 'G2X86544' / KODIAK® ORANGE DIERVILLA
Rg	RHUS AROMATICA 'GRO-LOW' / GRO-LOW FRAGRANT SUMAC
PERENNIALS	BOTANICAL / COMMON NAME
Ck	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' / KARL FOERSTER FEATHER REED GRASS
Cn2	CALAMINtha NEPETA / LESSER CALAMINT
Dg	DESCHAMPSIA CESPIITOSA 'GOLDTAW' / GOLD DEW TUFTED HAIR GRASS
Hi	HEMEROCALLIS X 'HAPPY DAYS' / HAPPY DAYS DAYLILY
Nw	NEPETA X 'WALKER'S LOW' / WALKER'S LOW CATMINT
Pg3	PANICUM VIRGATUM 'SHENANDOAH' / SHENANDOAH SWITCH GRASS
Rh	RUDBECKIA HIRTA / BLACK-EYED SUSAN
Sn	SCHIZACHYRIUM SCOPARIUM 'MINNIBLUE' / BLUE HEAVEN LITTLE BLUESTEM
PERENNIAL HATCHES	BOTANICAL / COMMON NAME
Cn	CALAMINtha NEPETA / LESSER CALAMINT

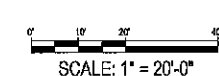
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SEALS AND SIGNATURES

KEY PLAN



DRAWING TITLE
SITE LAYOUT, MATERIALS, &
PLANTING



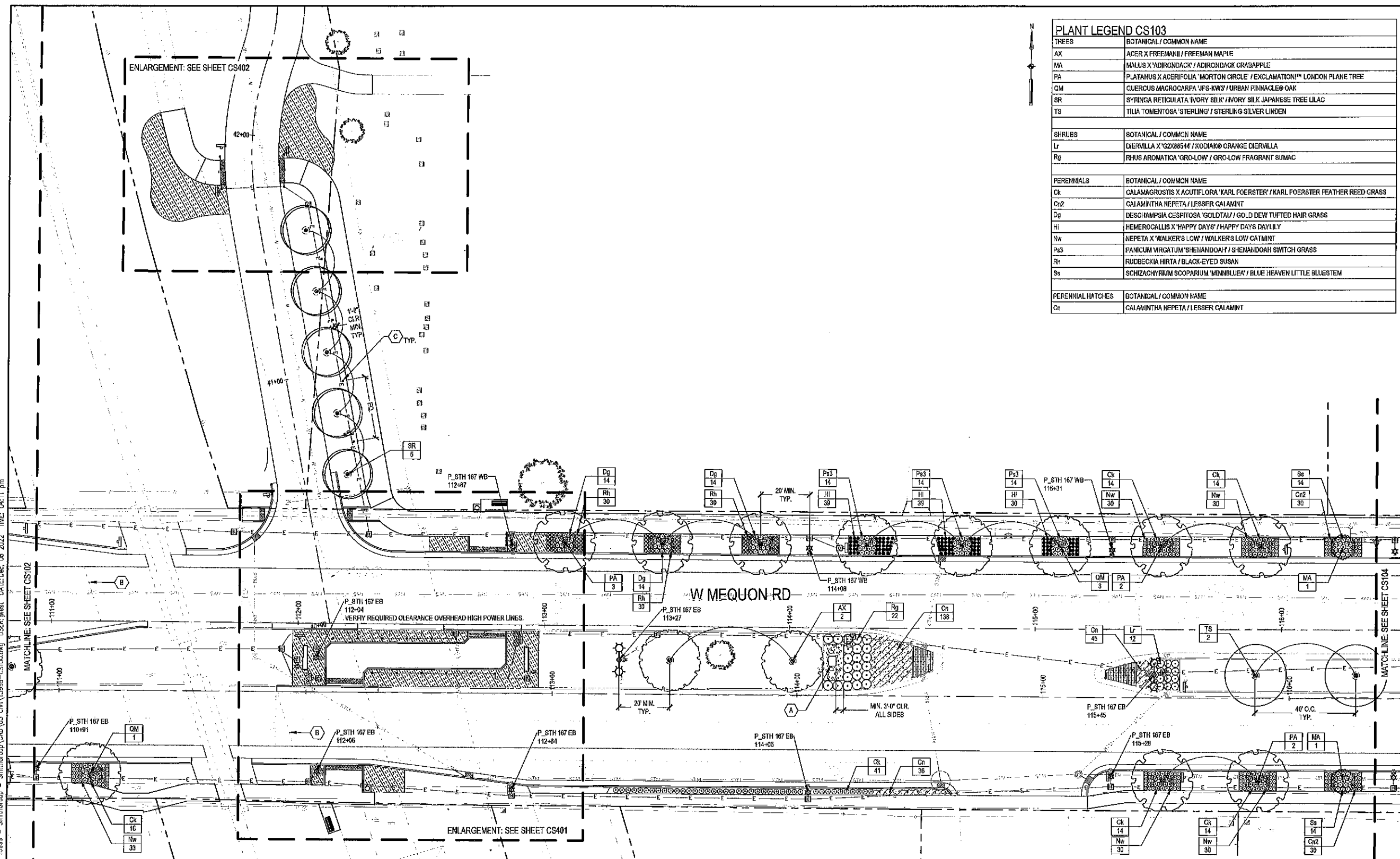
SCALE 13999

CS103

DRAWING NUMBER

Packet Pg. 100

FILE: C:\Users\west\SmithGroup Companies Inc\PRJ - 13999 - SmithGroup\CAD\05 Civil\13999-CS102.dwg USER: jwest DATE: Dec, 06 2022 TIME: 04:11 pm



SHEET NOTES

- | | | | |
|----|---|-----|--|
| 1. | FINAL LANDSCAPE GRADES SHALL SLOPE TO DRAIN, BE FREE OF DEPRESSIONS OR OTHER IRREGULARITIES AFTER COMPACTION OF SOIL AND INSTALLATION OF PAVEMENT, AND SHALL BE UNIFORM IN SLOPE. | 8. | CONTRACTOR TO FIELD VERIFY PLACEMENT OF TREES AND MAKE MINOR ADJUSTMENTS TO AVOID UTILITY CONFLICTS. |
| 2. | FINISHED SURFACES SHALL BE SMOOTH AND EVEN WITH NO ABRUPT OR ARKWARD CHANGES IN GRADE AND SHALL TRANSITION SMOOTHLY TO EXISTING SURFACES. | 9. | LOCATE CENTER OF LIGHTS 2' OFF FACE OF CURB WHERE POSSIBLE IN TERRACES AND CENTER LIGHTS IN MEDIAN. |
| 3. | ALL DISTURBED AREA SHALL BE REPAIRED OR REPLACED IN KIND. CONTRACTOR SHALL INSTALL LAWN UP TO LIMITS OF DISTURBANCE UNLESS PLANS INDICATE OTHERWISE. | 10. | ALL LANDSCAPE BEDS SHALL HAVE SHOWN CUT EDGES. |
| 4. | EXISTING TREES WITHIN NEW NEW CONSTRUCTION AREAS SHALL BE PROTECTED IN PLACE. | 11. | SEE SHEET LPS01 - LANDSCAPE DETAILS & PLANTING SCHEDULE FOR SUMMERY PLANTING SCHEDULE & PLANTING DETAILS. |
| 5. | TREES IN MEDIANS SHALL BE CENTERED NORTHSOUTH BETWEEN EDGES OF CONCRETE. | 12. | ALL PLANTING BEDS SHALL HAVE 6" DEPTH OF TOPSOIL. IF THERE ARE DISCREPANCIES BETWEEN TOPSOIL DEPTH IN PLANS AND SPECS, THIS NOTE SHALL SUPERSEDE. |
| 6. | TREES IN TERRACES SHALL BE CENTERED IN PLANTING BED AND A MINIMUM 3' OFF FACE OF CURB. | 13. | ALL LAWN & DISTURBED AREAS SHALL HAVE 6" DEPTH OF TOPSOIL. IF THERE ARE DISCREPANCIES BETWEEN TOPSOIL DEPTH IN PLANS AND SPECS, THIS NOTE SHALL SUPERSEDE. |
| | | 14. | HATCH PATTERNS ARE FOR REFERENCE ONLY. HATCHES DO NOT REPRESENT DIRECTIONAL LAYOUT OR PATTERN OF MATERIALS. |

KEYED NOTES

- | | |
|---|--|
| A | APPROXIMATE LOCATION OF PROPOSED UTILITY BOX |
| B | APPROXIMATE RAILROAD RIGHT OF WAY |
| C | BOLLARD L3 |

LEGEND

- | | |
|---|---|
| --- | PROPERTY LINE, APPROXIMATE. BASED ON GIS INFORMATION |
|  | LAWN, WISDOT TYPE 40 MIX |
|  | PAVERS, SEE CIVIL. ADJUST PAVEMENT LAYOUT TO MAXIMIZE USE OF FULL PAVERS AND AVOID UNNECESSARY CUTS |
|  | MULCH, INCIDENTAL TO PLANTING |
|  | LIGHT L1, SEE ELECTRICAL |
|  | LIGHT L2, SEE ELECTRICAL |
|  | SIGN, SEE CIVIL |

MEQUON ROAD &
OIT CROSSING

CITY OF MEQUON
OZAUKEE COUNTY, WISCONSIN

Owner:
CITY OF MEQUON

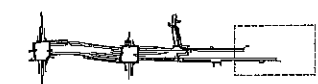
SMITHGROUP

44 EAST MIFFLIN STREET
SUITE 500
MADISON, WI 53703
608.261.1177
www.smithgroup.com

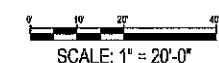
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SEALS AND SIGNATURES

KEY PLAN



DRAWING TITLE
SITE LAYOUT, MATERIALS, &
PLANTING

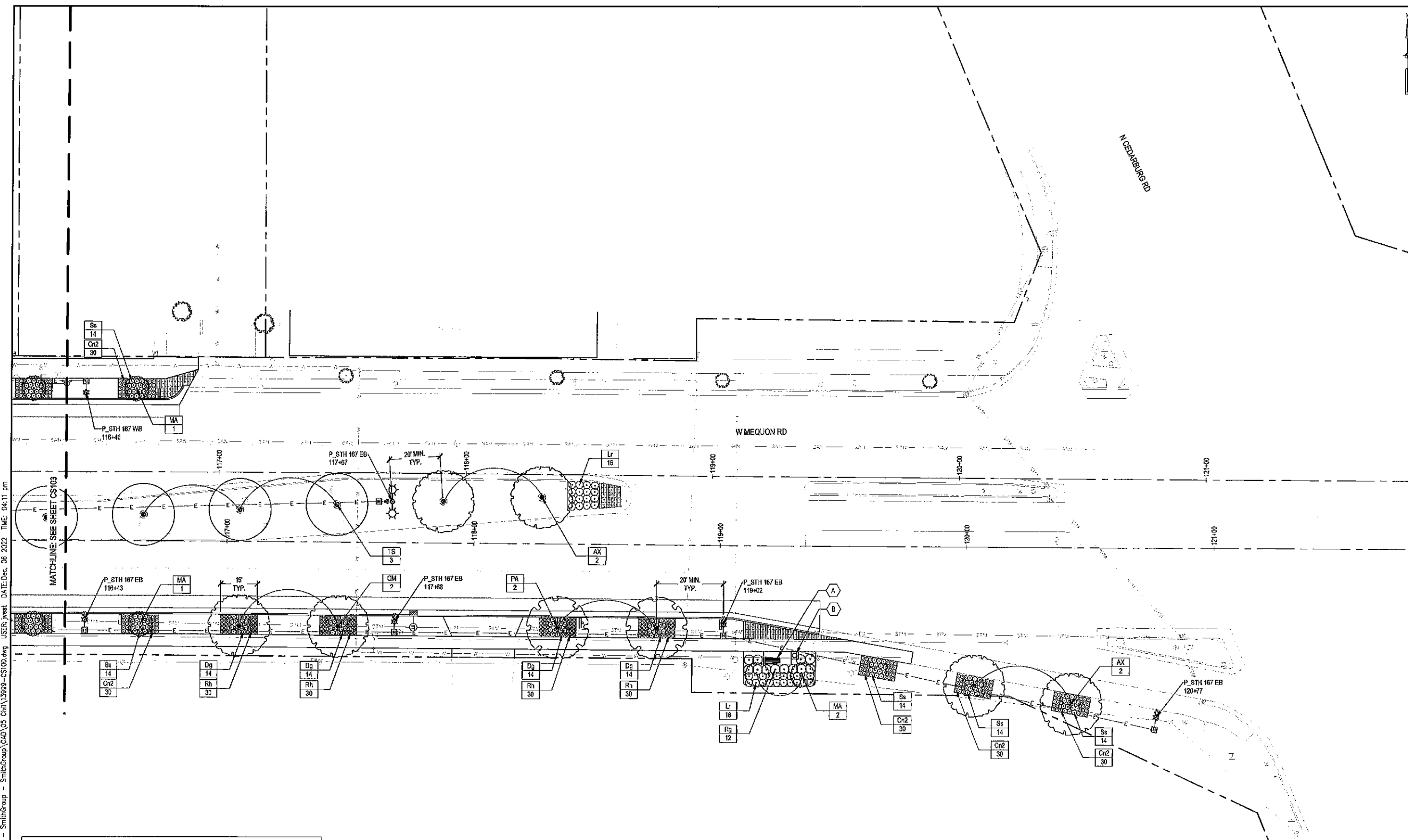


SCALE 13000

PROJECT NUMBER 00104

CS104

Packet Pg. 101



PLANT LEGEND CS104	
TREES	BOTANICAL / COMMON NAME
AX	ACER X FREEMANII / FREEMAN MAPLE
MA	MALUS X ADIRONDACK / ADIRONDACK CRABAPPLE
PA	PLATANUS X ACERIFOLIA / MORTON CIRCLE / EXCLAMATION!® LONDON PLANE TREE
QM	QUERCUS MACROCARPA / FS-KWS / TURBAN PINNACLE® OAK
TS	TILIA TOMENTOSA / STERLING / STERLING SILVER LINDEN
SHRUBS	BOTANICAL / COMMON NAME
Lr	DIERVILLA X 'G2X8554' / KODIAK® ORANGE DIERVILLA
Rg	RHUS AROMATICA / GRO-LOW / GRO-LOW FRAGRANT SUMAC
PERENNIALS	BOTANICAL / COMMON NAME
Cn2	CALAMINTHA NEPETA / LESSER CALAMINT
Dg	DESCHAMPSIA CESPITOSA / GOLDTAP / GOLD DEW TUFTED HAIR GRASS
Rh	RUDBECHIA HIRTA / BLACK-EYED SUSAN
Se	SCHIZACHYRIUM SCOPARIUM / MINNBLUE® / BLUE HEAVEN LITTLE BLUESTEM

SHEET NOTES		KEYED NOTES		LEGEND	
1.	FINAL LANDSCAPE GRADES SHALL SLOPE TO DRAIN, BE FREE OF DEPRESSIONS OR OTHER IRREGULARITIES AFTER COMPACTION OF SOIL AND INSTALLATION OF PAVEMENT, AND SHALL BE UNIFORM IN SLOPE.	8.	CONTRACTOR TO FIELD VERIFY PLACEMENT OF TREES AND MAKE MINOR ADJUSTMENTS TO AVOID UTILITY CONFLICTS.	 BENCH  LITTER RECEPTACLE	 PROPERTY LINE, APPROXIMATE, BASED ON GIS INFORMATION  LAWN, WISDOT TYPE 40 MBX
2.	FINISHED SURFACES SHALL BE SMOOTH AND EVEN WITH NO ABRUPT OR ANKWARD CHANGES IN GRADE AND SHALL TRANSITION SMOOTHLY TO EXISTING SURFACES.	9.	LOCATE CENTER OF LIGHTS 2' OFF FACE OF CURB WHERE POSSIBLE IN TERRACES AND CENTER LIGHTS IN MEDIAN.	 CS504  CS504	 PAVERS, SEE CIVIL. ADJUST PAVEMENT LAYOUT TO MAXIMIZE USE OF FULL PAVERS AND AVOID UNNECESSARY CUTS  MULCH, INCIDENTAL TO PLANTING
3.	ALL DISTURBED AREAS SHALL BE REPAIRED OR REPLACED IN KIND. CONTRACTOR SHALL INSTALL LAWN UP TO LIMITS OF DISTURBANCE UNLESS PLANS INDICATE OTHERWISE.	10.	ALL LANDSCAPE BEDS SHALL HAVE SHOVEL CUT EDGES.		 LIGHT L1, SEE ELECTRICAL  LIGHT L2, SEE ELECTRICAL
4.	EXISTING TREES WITHIN NEW NEW CONSTRUCTION AREAS SHALL BE PROTECTED IN PLACE.	11.	SEE SHEET LP501 - LANDSCAPE DETAILS & PLANTING SCHEDULE FOR SUMMARY PLANTING SCHEDULE & PLANTING DETAILS.		 SIGN, SEE CIVIL
5.	TREES IN MEDIANS SHALL BE CENTERED NORTH/SOUTH BETWEEN EDGES OF CONCRETE.	12.	ALL PLANTING BEDS SHALL HAVE 8" DEPTH OF TOPSOIL. IF THERE ARE DISCREPANCIES BETWEEN TOPSOIL DEPTH IN PLANS AND SPECS, THIS NOTE SHALL SUPERSEDE.		
6.	TREES IN MEDIANS SHALL BE CENTERED NORTH/SOUTH BETWEEN EDGES OF CONCRETE.	13.	ALL LAWN & DISTURBED AREAS SHALL HAVE 6" DEPTH OF TOPSOIL. IF THERE ARE DISCREPANCIES BETWEEN TOPSOIL DEPTH IN PLANS AND SPECS, THIS NOTE SHALL SUPERSEDE.		
7.	TREES IN TERRACES SHALL BE CENTERED IN PLANTING BED AND A MINIMUM 3' OFF FACE OF CURB.	14.	HATCH PATTERNS ARE FOR REFERENCE ONLY. HATCHES DO NOT REPRESENT DIRECTIONAL LAYOUT OR PATTERN OF MATERIALS.		

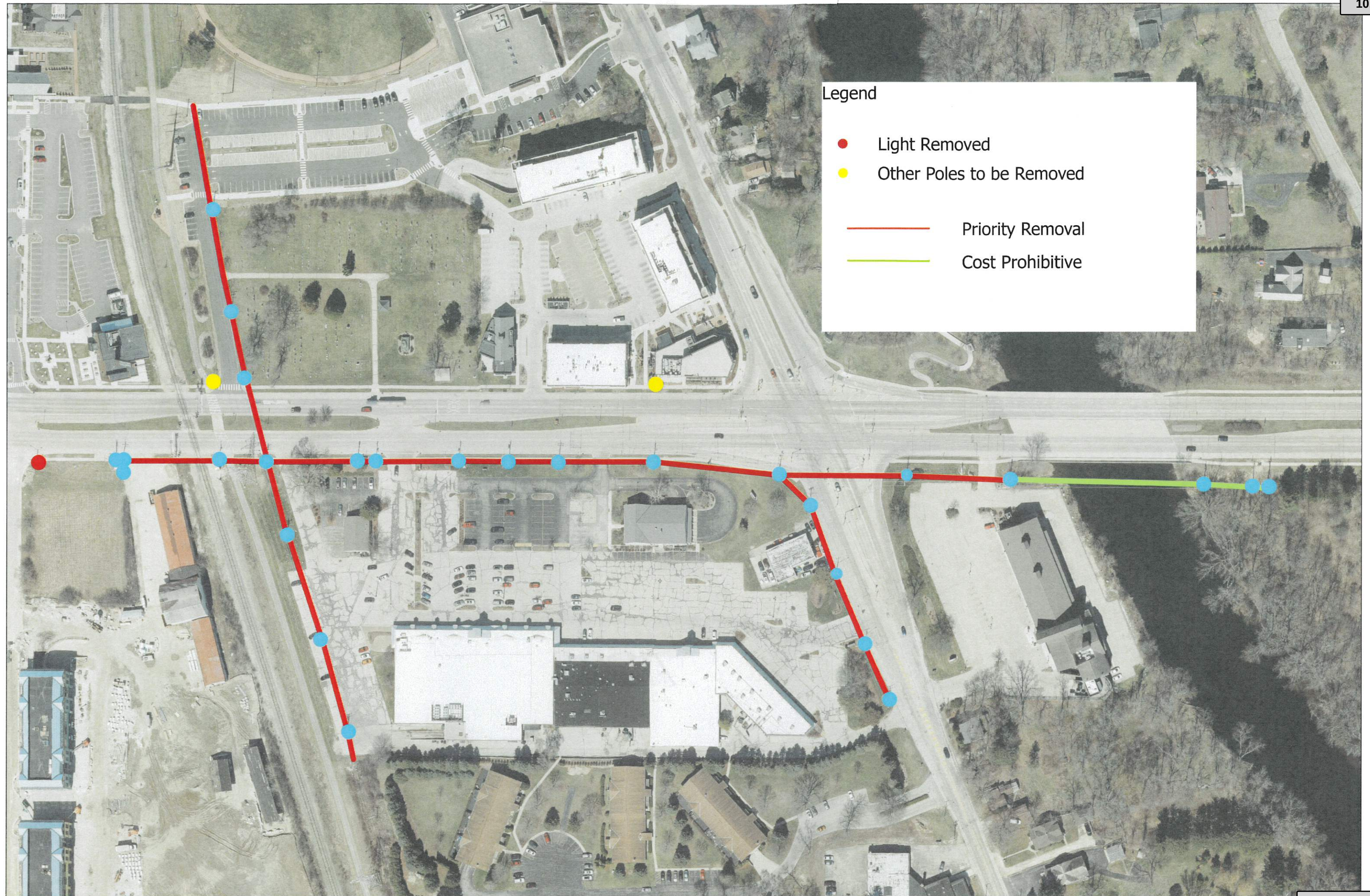


EXHIBIT H: SMA (WisDOT)

	1st Revision STATE/MUNICIPAL FINANCIAL AGREEMENT FOR A STATE- LET HIGHWAY PROJECT	Revised Date: January 25, 2023 Date: October 19, 2021 I.D.:2697-00-07/58/77 Road Name: STH 167 Title: C MEQUON, W MEQUON ROAD Limits: BUNTROCK AVE TO STH57 County: Ozaukee Roadway Length: 0.35 miles
	<i>This agreement supersedes the agreement signed by the Municipality on January 11, 2022 and signed by the State on January 14, 2022.</i>	

The signatory **City of Mequon**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Improvement of a Connecting Highway

Proposed Improvement - Nature of work: Resurfacing.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: A nominal amount is included to cover items in paragraph 4 (to be adjusted in the final plan).

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	% *
Preliminary Engineering: Plan Development	\$ 131,000	\$ 98,250	75%	\$ 32,750	25%
Railroad Signals/Preemption	\$ 505,000	\$ -	0%	\$ 505,000	100%
Real Estate Acquisition: Acquisition	\$ -	\$ -	100%	\$ -	0%
Compensable Utilities	\$ -	\$ -	0%	\$ -	100%
Construction: Participating	\$ 550,000	\$ 550,000	100%	\$ -	0%
Non-Participating		\$ -	0%	\$ -	100%

Total Cost Distribution \$ 1,186,000 \$ 648,250 \$ 537,750

1 Estimates include construction engineering

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages [2] – [3]); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal

Financial Agreement.

Signed for and in behalf of the City of Mequon (please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the State (please sign in blue ink)	
Name Tony Barth	Title WisDOT SE Region Planning Chief
Signature	Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.

3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Compensable utilities necessitated for the project.
 - (e) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (f) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (g) Parking lane costs.
 - (h) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (i) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.
 - (j) Conditioning, if required, and maintenance of detour routes.
 - (k) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
6. The work will be administered by the State and may include items not eligible for federal/state participation.
7. The Municipality shall assume general responsibility for all public information and public relations for the project and to make a fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
8. Basis for local participation:
 - (a) Funding for preliminary engineering for a connecting highway 75% State 25% Municipal
 - (b) Funding for railroad crossing signals and preemption 100 Municipal
 - (c) Funding for construction of standard roadway items – 100% State.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.



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

www.ci.mequon.wi.us

Office of City Clerk

TO: Common Council
FROM: Caroline Fochs, City Clerk
DATE: February 6, 2023
SUBJECT: RESOLUTION 4014 A Resolution Authorizing the Purchase and Implementation of Electronic Poll Books, Supplies and Training in an Amount Not-to-Exceed \$90,000

Background

The City of Mequon began using electronic poll books called Badger Books in 2020 at one polling site, the Pieper Power Educational Center at the Nature Preserve. This was a pilot program to gauge ease of use, accuracy and efficiency of the product. The program has been a success for all involved: voters, poll workers and staff, and the City Clerk's Office is now looking to expand their use city-wide.

Currently more than 195 municipalities in Wisconsin use electronic poll books including the City of Cedarburg, the Village of Germantown and the Village of Bayside. In Wisconsin, all election tabulating equipment must be certified by both the State and Federal Government. However, currently there are no Federal certification standards for electronic poll books and the various states that use them have implemented their own standards. Badger Books are the only system currently certified for use in Wisconsin by the Wisconsin Election Commission, and Paragon Development Service (PDS) is the only vendor that produces the equipment.

Analysis

Badger Books are an electronic version of paper poll books, and as such, perform only those functions that a paper poll book would. Election inspectors use these devices to check in voters, process absentee ballots, and process Election Day Registrations. At no point do Badger Books interact with the voting equipment used in the polling place that tabulates votes and at no time are they connected to the internet.

The electronic poll books are essentially a large spreadsheet, able to scan a driver's license to capture the voter's name, then assign a sequential number to the voter once the poll worker verifies their photo ID. Badger Books can also retrieve a voter record by typing in their name should a voter not have a driver's license. All voting information is encrypted and stored locally on the computer until staff uploads the data into Wisvote (the statewide voter registration system) after the election. As a requirement to using Badger Books, each polling site will be prepared to revert to paper poll books should long-term power outages occur, to allow election day process to continue without interruption.

There are many benefits to using Badger Books as evidenced in the usage of them for the past two years. They are more efficient in checking in voters, and more accurate. There will be two

additional stations at each site to check in voters but with a reduction in poll workers needed. Voters will also benefit from seeing their election participation reflected in their voter record in a matter of days rather than waiting up to three weeks. Purchase and implementation of Badger Books follows the Council's vision outlined in the 2022-2025 Strategic Plan, emphasizing customer service and investment in technology.

Fiscal Impact

The City of Mequon received \$2.55 million through the American Rescue Plan Act (ARPA) funding from the Federal Government. At the November 9, 2022, Common Council meeting, the Council approved Resolution 3993 which created a funding framework for the dollars. Included in the plan was \$90,00 for electronic poll books.

Each polling site will be outfitted with a server and three client support devices. Four computers each with a tower, keyboard, mouse, printer, and scanner will be needed as well as a router and battery backup. The cost for the initial computer purchase is \$67,992 as outlined on the attached quotes. Miscellaneous supplies will be needed to safely store and transport the equipment to the polling sites, as well as election day supplies. The one-time expense for additional supplies is projected to be \$4,000. In addition, widespread training will be needed to train 170+ poll workers on how to properly use the new technology with an estimated cost of \$3,500. Any anticipated residual funds that were earmarked for this project that are not needed, can be reallocated to other ARPA-eligible projects once the equipment has been purchased, installed, tested and deemed to be operating securely following its use during a city-wide election. Staff anticipates a staggered approach for implementation with four sites operational for the February 20, 2024 election, and all sites fully operational by the April 2024 election.

Recommendation

It is recommended that the Finance-Personnel Committee recommend, and the Council approve the attached resolution.

Attachments:

Exhibit A: Badger Book Program Overview (PDF)

Exhibit B: Server Quote (PDF)

Exhibit C: Client Quote (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4014

A Resolution Authorizing the Purchase and Implementation of Electronic Poll Books, Supplies
and Training in an Amount Not-to-Exceed \$90,000

RECITALS

- A. The City of Mequon established a City of Mequon Strategic Plan in 2022.
- B. The City's Strategic Plan emphasizes technology and customer service as two of its main goals.
- C. The purchase of electronic poll books forwards these goals.
- D. In connection with passage of the American Rescue Plan Act (ARPA) in 2021, the City of Mequon received a total of \$2.55 million in available funds.
- E. The Common Council approved Resolution 3993 at the November 9, 2022, Common Council meeting, in which an ARPA funding plan was established, and the purchase of electronic poll books in the amount of \$90,000 was included in the recommended plan.
- F. The Finance-Personnel Committee has reviewed the purchase and has recommended approval.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin that the City Clerk is authorized, in an amount not-to-exceed \$90,000, to purchase electronic poll books from PDS of Brookfield, Wisconsin, supplies to support the setup and usage of electronic poll books, and to train poll workers in the effective and efficient use of such.

Approved by: Andrew Nerbun, Mayor

Date Approved: February 14, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 14, 2023.

Caroline Fochs, City Clerk

Program Overview

In 2017, Wisconsin Elections Commission (WEC) staff developed an electronic poll book system to be used in polling places in Wisconsin on Election Day.

Enabled by Wis. Stat. § 6.79(1m), the Badger Book is the only electronic poll book authorized for use in Wisconsin elections.

Within each polling place, Badger Books are connected securely to communicate to each other, but do not connect to the Internet or any other network outside the polling place.

After municipalities purchase the hardware, access to the free Badger Book application and support from WEC will be provided.

While Badger Books will improve the way municipalities administer elections, they are not mandatory and participation is optional.

If you have any questions about the Badger Book program or would like to learn more, please contact the Wisconsin Elections Commission at:

(608) 261-2028
or
epollbook@wi.gov

For clerks, additional information about Badger Books can be found in The Learning Center.



Badger Book

Wisconsin's Electronic
Poll Book



What is a Badger Book?

The Badger Book is an e-poll book. What does that mean?

“e” stands for electronic
“poll book” stands for poll book

A Badger Book is a:

- ✓ Poll book
- ✓ Absentee ballot log
- ✓ Digital voter registration form

What can Badger Books do for you?

- Quicker voter check-ins and registrations
- Process absentees in a snap
- Improve polling place flow
- No more splitting poll books
- Reduce poll worker mistakes
- Improve data quality
- Consolidate polling places
- Require fewer election inspectors
- Streamline post-election data entry and reconciliation
- Voters will be able to view their participation sooner in MyVote

Election Day!

Prior to Election Day, the poll book for your entire municipality is loaded onto the Badger Book.



Badger Books complete three primary tasks on Election Day:

- ✓ Checking in voters
- ✓ Election Day Registrations
- ✓ Processing absentee ballots

After Election Day, participation data is taken from the Badger Book and uploaded into WisVote.

This includes in-person participation, absentee participation, and information from Election Day Registrations.



Are Badger Books safe

There are multiple layers of security to protect the system and voter information:

- BADGER BOOKS ARE NEVER CONNECTED TO THE INTERNET
- The data loaded onto Badger Books comes from WisVote, the secure statewide voter registration system
- Each Badger Book is password protected and each poll worker has their own user credentials to log in to the application
- Voter and participation data is encrypted and secure
- Badger Books communicate via a wireless router, but only within the polling place
- Like a paper poll book, only the data necessary to run an election is included, so no Personally Identifiable Information (PII) is accessible

**PDS, A Converge Company**

13400 Bishops Lane
Suite 190
Brookfield, Wisconsin 53005
United States
(P) 262-569-5300

Quote (Open)

Date Jun 08, 2022 01:52 PM CDT	Expiration Date 07/08/2022
Modified Date Jun 08, 2022 01:54 PM CDT	
Quote # 2206758 - rev 1 of 1	
Description 2022 Badgerbook Stand Alone Server	
SalesRep Berner, Dana (P) 262-569-5366	
Customer Contact Fochs, Caroline (P) 262-236-2912 cfochs@ci.mequon.wi.us	

Customer

City of Mequon (003401)
Fochs, Caroline
, WI United States
(P) 262-236-2912

Bill To

, WI
United States
(P) 262-236-2912

Ship To

City of Mequon
Payable, Accounts
, WI United States
(P) 262-236-2912

Payment Method

Terms: Net 30

Customer PO:	Terms: Net 30	Ship Via: FedEx Ground
Special Instructions:		Carrier Account #:

#	Description	Part #	Qty	Unit Price	Total
1	Engage One 14 Touch All-in-One 141 no printer	513S2US#ABA	8	\$1,839.00	\$14,712.00
2	Badgerbook Server Configuration				
	PDS Configuration Services 000522	000522	8	\$79.00	\$632.00
	Custom Configuration	065306	1	\$0.00	\$0.00
	Imaging Services	09137	1	\$0.00	\$0.00
	Labeling Services	09140	1	\$0.00	\$0.00
	Save Boxes For Shipping	499888	1	\$0.00	\$0.00
	Component Repackaging	319621	1	\$0.00	\$0.00
	WEC PollBook Asset Tag	2079676	5	\$0.00	\$0.00
	Bundle Subtotal		1	\$632.00	\$632.00
3	WEC IMCT Server BadgerBookAiO 2022	802829	8	\$0.00	\$0.00
4	E5350 - wireless router - 802.11a/b/g/n/ac - desk	E5350	8	\$39.00	\$312.00
5	Router Configuration				
	PDS Configuration Services 000522	000522	8	\$29.00	\$232.00
	Labeling Service 009140	009140	1	\$0.00	\$0.00

Attachment: Exhibit B: Server Quote (RESOLUTION 4014 : Electronic Poll Books)

#	Description	Part #	Qty	Unit Price	Total
	Custom Configuration 065306	065306	1	\$0.00	\$0.00
	WEC PollBook Asset Tag	2079676	2	\$0.00	\$0.00
	Component Repackaging	319621	1	\$0.00	\$0.00
Bundle Subtotal			1	\$232.00	\$232.00
6	ENGAGE PUSB THERMAL PRINTER	299V0AA	8	\$0.00	\$0.00
7	6FT PUSB CBL BLK CABL	5C2B8AA	8	\$0.00	\$0.00
8	32GB DataTraveler G4 USB Flash Drive USB flash drive - 32 GB - USB-C 3.2 Gen 1	DT70/32GB	8	\$8.00	\$64.00
9	Thermal Receipt Paper, 3.125"x230', 10pk	RPT3.125-230-10PK	8	\$35.00	\$280.00
10	USB Desktop 320MK Mouse and Keyboard Keyboard and mouse set - USB - US - Smart Buy - for ProBook 45X G8, 45X G9, 640 G3, 640 G5, 640 G8, 64X G4, 650 G3, 650 G4, 650 G5, 650 G8	9SR36UT#ABA	8	\$19.00	\$152.00
11	4yr 9x5 NBD Onsite Support Upgrade, Retail Pkg Extended service agreement - parts and labor - 4 years - on-site - 9x5 - response time: NBD - for Engage Clean Mount, Flex Mini Retail System, Go 10, Go Mobile System, Stability Mount	UL589E	8	\$119.00	\$952.00
12	APC Back-UPS Pro BR 1000VA/600W 10Outlets 2USB UPS UPS - AC 120 V - 600 Watt - 1000 VA - USB, serial - output connectors: 10 - black	BR1000MS	8	\$164.00	\$1,312.00

Subtotal: \$18,648.00
 Tax (.0000%): \$0.00
 Shipping: \$0.00
Total: \$18,648.00

Terms and Conditions

Unless a specific Master Services & Product Sales Agreement is in effect between the parties, this quote is subject to PDS Terms & Conditions which can be viewed at <http://www.shoppds.com/termsofsale.aspx>

Shipping and tax amounts are estimated.

Purchases made by credit card may be subject to a 3% Convenience Fee at the time of invoicing.

PDS has been notified by numerous technology manufacturers that pricing is subject to rapid change due to global component shortages and related price increases. This situation is not unique to PDS.

Please contact your sales team with additional questions.

**PDS, A Converge Company**

13400 Bishops Lane
Suite 190
Brookfield, Wisconsin 53005
United States
(P) 262-569-5300

Quote (Open)

Date Jun 08, 2022 01:37 PM CDT	Expiration Date 07/08/2022
Modified Date Jun 08, 2022 01:50 PM CDT	
Quote # 2206753 - rev 1 of 1	
Description 2022 Badgerbook Cube Printer Client	
SalesRep Bernier, Dana (P) 262-569-5366	
Customer Contact Fochs, Caroline (P) 262-236-2912 cfochs@ci.mequon.wi.us	

Customer

City of Mequon (003401)
Fochs, Caroline
, WI United States
(P) 262-236-2912

Bill To

, WI
United States
(P) 262-236-2912

Ship To

City of Mequon
Payable, Accounts
, WI United States
(P) 262-236-2912

Payment Method

Terms: Net 30

Customer PO:	Terms: Net 30	Ship Via: FedEx Ground
Special Instructions:		Carrier Account #:

#	Description	Part #	Qty	Unit Price	Total
1	Engage One 14 Touch All-in-One 141 w/ Stand Alone	513S2US#ABA	24	\$1,839.00	\$44,136.00
2	BadgerBook Client Configuration				
	PDS Configuration Services	000522	24	\$79.00	\$1,896.00
	Imaging Services	09137	1	\$0.00	\$0.00
	Labeling Services	09140	1	\$0.00	\$0.00
	Save Boxes For Shipping	499888	1	\$0.00	\$0.00
	Component Repackaging	319621	1	\$0.00	\$0.00
	WEC PollBook Asset Tag	457736	5	\$0.00	\$0.00
	Bundle Subtotal		1	\$1,896.00	\$1,896.00
3	WEC IMCT BadgerBookAiO 2022	802828	24	\$0.00	\$0.00
4	ENGAGE PUSB THERMAL PRINTER	299V0AA	24	\$0.00	\$0.00
5	6FT PUSB CBL BLK CABL	5C2B8AA	24	\$0.00	\$0.00
6	USB Desktop 320MK Mouse and Keyboard Keyboard and mouse set - USB - US - Smart Buy - for ZBook Firefly 14 G7, 14 G8, 15 G7, 15 G8; ZBook Fury 15 G7, 15 G8, 17 G7, 17 G8	9SR36UT#ABA	24	\$19.00	\$456.00
7	4yr 9x5 NBD Onsite Support Upgrade, Retail Pkg Extended service agreement - parts and labor - 4 years - on-site - 9x5 - response time: NBD - for Engage Clean Mount, Flex Mini Retail System, Go 10, Go Mobile System, Stability Mount	UL589E	24	\$119.00	\$2,856.00

Attachment: Exhibit C: Client Quote (RESOLUTION 4014 : Electronic Poll Books)

Subtotal:	\$49,344.00
Tax (.0000%):	\$0.00
Shipping:	\$0.00
Total:	\$49,344.00

Terms and Conditions

Unless a specific Master Services & Product Sales Agreement is in effect between the parties, this quote is subject to PDS Terms & Conditions which can be viewed at <http://www.shoppds.com/termsofsale.aspx>

Shipping and tax amounts are estimated.

Purchases made by credit card may be subject to a 3% Convenience Fee at the time of invoicing.

PDS has been notified by numerous technology manufacturers that pricing is subject to rapid change due to global component shortages and related price increases. This situation is not unique to PDS.

Please contact your sales team with additional questions.



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 14, 2023
SUBJECT: RESOLUTION 4015 A Resolution Approving a Town Center Business Loan Between Bank Five Nine and Tamatito in the Amount of \$25,000, for a Restaurant Located at 6300 West Mequon Road

Background

In 2013, staff pursued and established a loan pool program with First Bank Financial Centre, now known as Bank Five Nine. A new branch was established in the City at the time and the institution focuses on a community's specific reinvestment needs. This program has been established in various communities and it is designed to focus on revitalization of downtown and main street areas.

Sites within the Town Center TID are eligible for the program. The program's purpose is to assist in revitalization efforts, increase capital investments and provide support to new and existing businesses. The program provides low-cost loans for start-up costs and for improving existing commercial structures and businesses. Loans are generally not less than \$10,000 or more than \$25,000 and have interest rates fixed at 1%. Initially, Bank Five Nine committed \$250,000 of capital to the program with the City of Mequon. To date, Ruby Tap, and Mammoth Fitness, located in Town Center, are recipients of such loans. The loan processing, servicing, and funding is all handled by Bank Five Nine.

Analysis

Tomatito, a Mexican restaurant, is a new business locating within the Mequon Public Market at Spur 16 at 6300 W. Mequon Road. The use is permitted by local zoning. Bank Five Nine has approved the loan for \$25,000 with a 1% fixed interest rate and 10-year amortization. Funds will be used to purchase equipment and finance other related business startup costs. These are eligible activities within the program's guidelines.

The owner of Tomatito, Oliver Hunt, has been in the restaurant industry for over 20 years and has worked at several top restaurants across Europe and the U.K. Mr. Hunt established Hidden Kitchen MKE in 2015 and is the exclusive caterer for the Kinn Hotel in downtown Milwaukee. Co-owner, Mary Hunt, has a nursing degree and works for Aurora St. Luke's Medical Center and brings organization, critical analysis and leadership to the business. Ms. Hunt has over 10 years of experience in the restaurant business prior to her nursing career (please see attached business plan and strategy).

The City finds Tomatito fulfills the following priorities for the Town Center, as originally established by the Mequon Common Council:

- **A business that furthers the Town Center goals and spirit and intent as pedestrian oriented, mixed-use neighborhood.**

Restaurants, and the foundation of a variety of food and beverage choices, are the heart of the Spur 16 Public Market. The Town Center has established a niche for unique and Milwaukee-based food options that caters to both residents and employees that live and work in the neighborhood. Tomatito will fill the former Café Corazon tenant space, maintaining the vitality of the market and offering Mexican cuisine.

- **A business that attracts a significant number of people to the Town Center and therefore creates activity at varying times.**

The business operation plan indicates the opportunity to capture 120 daily customers, therefore attracting consumers to the neighborhood with the potential to utilize other, adjacent retail and services.

- **A business that provides new jobs, start-up business and business expansion.**

The business operation plan indicates 6 new jobs will be created at the time of opening the facility, with an expected expansion to 12 employees.

Fiscal Impact

The loan is fiscally neutral for the City.

Recommendation

The Economic Development Board recommended approval of the Tamatito business loan on January 24, 2023, by a vote of 8-0.

A recommendation from the Finance-Personnel Committee is forthcoming on February 14, 2023.

Attachments:

Oliver Hunt Loan Application (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4015

A Resolution Approving a Town Center Business Loan Between Bank Five Nine and Tamatito
in the Amount of \$25,000, for a Restaurant Located at 6300 West Mequon Road

RECITALS

A. The Economic Development Board, Finance-Personnel Committee and Common Council recommended approval of the original Town Center Business Development Loan Program, in partnership with Bank Five Nine (previously First Bank Financial Centre) on July 9, 2013.

B. The Economic Development Board recommended approval of the Tamatito business loan on January 24, 2023.

C. The loan is being used to assist with the start-up of its business operations related to furthering building improvements and equipment purchasing.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Mayor and the Common Council of the City of Mequon, Wisconsin, that the Town Center Business Loan for Tamatito restaurant is hereby approved, and the appropriate City officials are hereby authorized and directed to sign this agreement upon completion of all required conditions, subject to any technical, legal or other non-substantive changes deemed necessary and appropriate by the City Attorney.

Approved by: Andrew Nerbun, Mayor

Date Approved: February 14, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 14, 2023.

Caroline Fochs, City Clerk

BUSINESS DEVELOPMENT LOAN POOL APPLICATION**I. APPLICANT INFORMATION**Name: OLIVER HUNT Telephone: 414 345 7401Home Address: 1519 W FIESTA LN, MEQUON, WI, 53092

Social Security Number: _____

II. PROPOSED PROJECTFull Legal Name of Borrower: OLIVER HUNTAddress: 6300 W MEQUON RD MEQUON WI 53092
Street City State ZipContact Person: OLIVER HUNT Phone Number: 414 345 7401Type of Business: RESTAURANTSYear Business was Established: 2015Years Under Current Management: 7Number of employees: Current: 6 Proposed: 12

Business Ownership:

- ☐ Sole Proprietorship ☐ Corporation ☐ General Partnership
☒ Limited Liability Co. ☐ S Corporation ☐ Limited Partnership

Landlord Information: Name: Cindy ShafferPhone Number: 414 405 0860Lease Expiration: 2028 Annual Rent: 60,000.

Any relationship between the business and the Landlord?

☐ Yes ☒ No

III. LOAN REQUESTAmount Requested: 25 000Term Requested: 10 yearsFor what purposes will this credit be used?: EquipmentHow will business repay this credit?: Cash flowIs business subject to either seasonal or cyclical cash flow variations? ____ Yes ☒ No

If yes, please explain: _____

IV. PURPOSE OF LOAN

Describe the scope of work which the Business Development Loan Pool funds are proposed for, and the anticipated benefits to be realized from the proposed project. (Examples: benefits low income employees, youths, minorities, handicapped, veterans, elderly, local economic benefits, Impact on the environment (if any), community benefits, financial impact on local government, etc.)

Please be as specific as possible by presenting a detailed outline of all proposed work, including all renovations, equipment, start-up costs and training costs, etc. If applicable, the design proposal should also accompany the application.

Start up, funds used for Equipment.

V. FINANCIAL INFORMATION

- a. Does this business currently pay taxes to the City of Mequon?
 Yes ☒ No ☐ If yes, what is the amount \$ 15,000.
 Enclose copies of tax bills (property, inventory and equipment if applicable).
- b. Have you received any assistance from the City of Mequon, State of Wisconsin or any federal programs for the above presented project or any other property?
 Yes ☐ No ☒
- c. Submit copy of deed or legal description of property, purchase and sales agreement or lease, whichever applies regarding use of loan proceeds.
- d. Business financial statements for the past three (3) years if the business is already in existence. If the business is new, a business plan is required which must include projections for at least two years into the future.
- e. Business' income tax returns for the past three (3) years, including all schedules.
- f. Interim financial statements (if six (6) months have passed since the last fiscal year-end, provide all available interim statements).
- g. Personal Financial Statement for each proposed borrower, owner, partner or guarantor.
- h. Personal Federal Income Tax Returns for the past three (3) years for each proposed borrower, owner, partner or guarantor, include all schedules.

VI. COLLATERAL OFFERED TO SECURE LOAN *

Accounts Receivable	Aging Report (Attached)	Date of Report: _____
Inventory	Inventory List (Attached)	Valuation: _____
Equipment	Bill of Sale (Attached)	Valuation: <u>\$46,975</u>
Real Estate	Recorded deeds (Copy(ies) (Attached)	
	Address: _____	
Vehicle(s)	Title(s) (Copy(ies) (Attached)	
	Valuation: _____	

* If any collateral is pledged, identify and indicate name of secured party.

VII. Bank Relationships

Bank Name	Loan Type	Account Number	Balance
CHASE			\$5000

VIII. Credit References (include loans from banks, finance companies, individuals, other financial institutions, etc.)

Creditor	Loan Type	Account #	Monthly Payment	Balance	Collateral

IX. Trade References (List your four largest trade creditors).

Trade Creditor	Trade Terms	High Credit	Balance	Collateral

X. Top Four Customers

Name and Address	Selling Terms	% of Sales

Please read this:

The information contained in this application is provided to induce the participating partners to extend credit to you. You acknowledge and understand that participating partners are relying on the information provided in this application in deciding whether to extend credit to the applicant. Each of you represent, warrant and certify that the information provided in this application is true, correct and complete. Each of you agree to notify participating partners immediately of any materially adverse change in (1) any of the information contained in this application or (2) you or any proposed guarantor's financial condition. The participating partners are authorized to make all inquiries it deems necessary to verify the accuracy of the information contained in this application. You authorize any person or credit reporting agency to give the participating partners any information it may have about you. Each of you signing below do authorize the participating partners to obtain credit checks on you, including consumer credit checks through credit reporting agencies and direct inquiries of business(es) where you have accounts, where you worked, or other sources; (b) to contact these sources at any time whether before, during or after the term of any agreement between you and participating partners to update information or to assist the participating partners in enforcing any obligations you owe to the program; and (c) to properly report any performance with regard to credit extended to any one who may properly receive such information.

Please sign here:

Corporation or partnership applicant: Individual, Sole Proprietor, and Guarantors:

OLIVERS FOOD LLC
Name of entity

X 
Authorized Signature

X _____
Authorized Signature

OLIVER HUNT 11-17-2022
Print Name Date

Print Name

X _____
Authorized Signature

Title

Print Name Date

X _____
Authorized Signature

Print Name Date

Attachment: Oliver Hunt Loan Application (RESOLUTION 4015 : TC Business Loan: Tamatito)

NOTES	NEW VALUE	FOR SALE
	NEW: \$1100 w/faucets	\$500
next to garnish cooler	NEW: \$4,050	\$3,000
garnish cooler	NEW: \$4700	\$2,200
	NEW: \$1475	\$700
tortilla cooler across from gri	NEW: \$1450	\$800
	NEW: \$400 W/FAUCETS	\$125
	NEW: \$9000	\$8,000
	NEW: \$4000	\$2,000
	NEW: \$8200	\$7,200
	NEW: \$1729	\$900
under hot wells	NEW: \$3975	\$2,000
under alto sham	NEW: \$4450	\$2,000
by dish	NEW: \$400 W/FAUCETS	\$125
	NEW: \$2500 W/FAUCETS	\$1,000
	NEW: \$5500 W/ICE BIN	\$2,000
2015 unit	NEW: \$5600	\$1,900
prep side	NEW: \$3975	\$2,000
prep side - proteins	NEW: \$6000	\$2,500
prep side - sauces/dairy	NEW: \$6000	\$2,500
marg cooler (2001)	NEW: \$4050	\$700
FOH salsa cooler	NEW: \$3500	\$1,600
by expo (2011)	NEW: \$5900	\$800
beer overflow cooler (2009)	NEW: \$4400	\$800
	NEW: \$2300	\$1,000
	NEW: \$400 W/FAUCETS	\$125
12/31/21 purchase	NEW: \$549.00	\$450
	NEW: \$178.00	\$50.00
	NEW: \$95,781	\$46,975
	Need to Research yet	
Rental	under contract	
	Need to Research yet	
	will take	
	will take	
	will take	
	will take	
	will take	
	will take	
	will take	
	stays w/bldg	
	will take	
	will take	
	will take	
	will take	
main drink station	contract	
pick-up end	contract	
	contract	
takeout beer	will take	
takeout juice	will take	

ITEM	MANUFACTURER	MODEL #	SERIAL #
Prep sink			
Reach-in refrigerator	Beverage Air	WTR48AHC	13620007
Refrigerated prep table	Turbo Air	TST-48SD-18-N	H2KM418E1035
Hot food table	Duke	E303 M	8140775
Reach-in refrigerator	Arctic Air	AUC27R	4096729
Hand wash sink	Hand Wash Sink		
5Ft Chef base	Continental Refrigeration		
Salamander broiler			
Grill & griddle	Star		
Gas fryer	Pitco	65C+	G13BC005634
Undercounter refrigerator	Turbo Air	MUR-72	H2KMU7RDX357
Reach in refrigerator	Delfield	ST4448N	1411152001967
Handwash sink			
3 compartment sink			
Ice machine	Hoshizaki	KM-520MAJ	J03225C
Reach in freezer	True Manufacturing	T-23F-HC	8692598
Undercounter refrigerator	Turbo Air	MUR-72	
Reach-in refrigerator #1	Beverage Air	RB49HC-1S	13621594
Reach-in refrigerator #2	Turbo Air	TSR-49SD-N6	H6DR49SE1024
Undercounter refrigerator	True Manufacturing	TUC-48	1-2652921
Refrigerated prep table	Turbo Air	JST-36-N	H2JS3T0D3004
Back bar cooler glass doors	True Manufacturing	TBB-24-48G-SD-S	7254088
Back bar cooler	True Manufacturing	TBB-24-48FR-S	6663666
Underbar 4 compartment sink			
FOH handwash sink			
Rice cooker	Rice Master	57155	E55-14669
Glass Rinser			
POS SYSTEM	TOAST		
Dishwasher	ECOLAB		
Security System			
Countertop food warmer #	Qualite	RDFW-1200NP	
Countertop food warmer #	APW-WYOTT	M-3V	
Countertop food warmer #	Winco	FW-S600	
Countertop food warmer #	Qualite	RDFW-1200NP	
Immersion blender	Waring		
Warming Cabinet	Alto-Shaam	750-TH/II	845145-000
Commercial microwave	Solvave	180MW1000SS	190100368
Hood	GreaseMaster	5424 CSN-2	3499815
Food processor	Robot Coupe	R2U	2470563203A-04
Chip warmer	Hatco	FST-1-MN	6597951522
Overhead food warmer	Nemco	6150-36	D19-0040
Mini freezer	SPT	UF-213SS	
Underbar ice bin #1	COKE		
Underbar ice bin #2	COKE		
Soda dispensers/co2 pump	COKE		
Back bar cooler glass doors #2			
Back bar cooler glass doors #3			



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

www.ci.mequon.wi.us

Office of Public Works Committee

TO: Common Council
FROM: Jeremy Dandy, Engineering Technician
DATE: February 14, 2023
SUBJECT: RESOLUTION 4016 A Resolution Amending the Template Memorandum of Understanding for Private Water Trusts Operating in the Public Right-of-Way, to Reference the City's Standard Specifications for Land Development

Background

In February 2021, the Common Council approved a resolution establishing a template Memorandum of Understanding (MOU) for private water trusts. The document is intended to memorialize the rights and responsibilities of private water trusts operating in the public right-of-way. 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 protects a private water trust's investment in the water distribution system and the City's investment in the road infrastructure.

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 providing an updated version of the template MOU, which was amended to reference the recently updated City of Mequon Standard Specifications for Land Development (SSLD). This revision has resulted in a shortened version of the previously approved template. Accordingly, the technical specifications removed from the template are now incorporated within the latest version of the SSLD and are thus referenced in this revision.

Analysis

As mentioned, the key change to the template is the removal of the SSLD language and replacement with a reference to the current SSLD. The update will prevent the need to update the MOU template whenever the SSLD is updated, which occurs approximately every two years.

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 2023 road program is in a subdivision with a private water trust. Approval of this document is recommended prior to the administration of this effort.

Since the template was implemented, there have been three other water trusts that have executed the template prior to the City reconstructing the roads in their areas. These trusts executed the MOU as approved by the City.

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 updating the template memorandum of understanding for private water trusts operating in the public right-of-way.

Attachments:

Memorandum of Understanding Between the City of Mequon and Water Trust - Proposed
Template (PDF)

Memorandum of Understanding Between the City of Mequon and Water Trust - Red Lined
Version (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4016

A Resolution Amending the Template Memorandum of Understanding for Private Water Trusts
Operating in the Public Right-of-Way, to Reference the City's Standard Specifications for Land
Development

RECITALS

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 an amended template memorandum of understanding to reference the technical specifications outlined in the Standard Specifications for Land Development.

E. The Public Works Committee reviewed the updated template memorandum of understanding at its February 14, 2023, 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: Andrew Nerbun, Mayor

Date Approved: February 14, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 14, 2023.

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. Except as is otherwise provided for herein, any operation, maintenance, repair and/or replacement of private water infrastructure by the Trust within City right-of-way is subject to a City right-of-way permit in accordance with the City’s Standard Specifications for Land Development in effect at the time of permit issuance.
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 and to contact Digger’s Hotline prior to any underground work.
4. In cases of a private water infrastructure emergency within City right-of-way that necessitates disturbing the pavement, shoulder or turf, or which will require traffic management within the 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’s Standard Specifications for Land Development in effect at the time of permit issuance.
 - d. Comply with the provisions of Wis. Stat. § 182.0175 relating to Digger’s Hotline.

- e. Permit requirements for pavement repair will be as set forth in the requirements of the City's Standard Specifications for Land Development in effect at the time of permit issuance.
5. Expansion, repairs, and replacement of existing private water infrastructure are subject to the bedding, cover and backfill requirements as outlined in Section 5.3 of the Standard Specifications for Land Development in effect at the time of permit issuance.
 6. 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.
 7. When a City-administered project will impact the Trust's private water infrastructure, the City will notify the private utility at least 30 business days prior to the start of work so that the Trust will have a reasonable opportunity to evaluate the impact of the project. The cost for any such evaluation will be borne solely by the Trust and the Trust understands that there could be costs associated with City administered projects that may have to be borne by the Trust in accordance with the statutes, administrative code, ordinances, duly adopted rules or policies adopted by regulatory agencies (MMSD, SEWRPC, etc.), and/or the common law that may exist at that time.

CITY OF MEQUON**TRUST**

By _____
NAME, Mayor

By _____
NAME, Trustee

By _____
NAME, City Clerk

Approved at to Form:

 NAME, City Attorney

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)_____

**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. Except as is otherwise provided for herein, any utility operation, maintenance, repair and/or replacement of private water infrastructure by the Trust within City the right-of-way is subject to a City right-of-way permit in accordance with the City's Standard Specifications for Land Development, as duly adopted from time to time in effect at the time of permit issuance.
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 and to contact Digger's Hotline prior to any underground work, except with regard to a water infrastructure emergency. The Trust will contact Digger's Hotline prior to any underground work.
4. In cases of a private water infrastructure emergency within City right-of-way that necessitates disturbing the pavement, shoulder or turf, or which will require traffic management within the 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, as duly adopted

~~from time to time~~ in effect at the time of permit issuance, ~~current edition~~.

~~e.d.~~ Comply with the provisions of Wis. Stat. § 182.0175 relating to Digger's Hotline.

5. Permit requirements for pavement repair ~~will be as set forth in include, but are not limited to,~~ the ~~current~~ requirements of the City's Standard Specifications for Land Development, ~~as duly adopted from time to time in effect at the time of permit issuance~~. As of the date of this agreement, such requirements include:

a. Installation Date

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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 ¾" on slurry backfill.

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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.

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ii. The type & grade of asphalt used shall be based on traffic volume as listed below:

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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

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ii. 12.5mm – Lower layers between 1.75 and 2.25 inches thick or Upper layers over 2.0 inches thick

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- 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 repair.~~
- 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.~~
- 9.5. ~~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.~~
- 10.6. ~~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 in effect at the time of permit issuance.~~
- 11.7. ~~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~~

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start of work to have the private water infrastructure field located ~~and to enable the Trust to notify its residents.~~

~~12.8.~~ When a City-administered project will impact the Trust's private water ~~utility infrastructure~~, the City will notify the private utility at least 30 business days prior to the start of work so that the Trust will have a reasonable opportunity to evaluate ~~to have the impact of the project-utility addressed. The cost for any such evaluation will be borne solely by the Trust and the Trust understands that there could be costs associated with City administered projects that may have to be borne by the Trust in accordance with the statutes, administrative code, ordinances, duly adopted rules or policies adopted by regulatory agencies (MMSD, SEWRPC, etc.), and/or the common law that may exist at that time. The impact and cost for any such evaluation adjustments required and of any adjustments to the private water infrastructure required because of the project shall be borne solely by the Trust.~~

CITY OF MEQUON

TRUST OWNER

By _____
NAME, Mayor

By _____
NAME, Trustee ~~FILE~~

~~(In official capacity, not individually)~~

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By _____
NAME, City Clerk

Approved at to Form:

NAME, City Attorney

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



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

www.ci.mequon.wi.us

Office of Public Works Committee

TO: Common Council
FROM: Jeremy Dandy, Engineering Technician
DATE: February 14, 2023
SUBJECT: RESOLUTION 4017 A Resolution Authorizing Installation of Widened Paved Shoulders Along Highland Road from Wauwatosa Road to the Railroad Crossing West of Cedarburg Road

Background

When formulating the recommendations for the roads to be included in the City's annual road program, staff reviews the Bikeway 2010-2030 Plan recommendations. While exclusive capital funding for bicycle lanes no longer exists, the former local road program capital account was expanded to include assets within the City's rights-of-way. One of those assets includes bicycle and pedestrian facilities.

At the January Bikeway Committee meeting, the Bikeway Committee voted to affirm the recommendation of 4-foot paved shoulders on a 0.55-mile portion of Highland Road from Wauwatosa Road, east to the railroad crossing that runs parallel with Cedarburg Road. The recommendation is consistent with the Bikeway 2010-2030 Plan recommendations.

Highland Road east of the railroad tracks to Port Washington Road includes 4-foot paved shoulders.

Analysis

Staff completes road ratings every year. Staff evaluates the road ratings to structure a recommendation to the Public Works Committee for the projects to be included in the 2023 road program. That recommendation typically goes to the Public Works Committee in February, for authorization of issuance of requests for bids.

Highland Road from Wauwatosa Road east to the railroad is recommended for reconstruction. Due to the impact of the scope of the project to accommodate the widening of the paved shoulders, staff is requesting that the Common Council provide affirmation of the scope.

The scope of the base project would be to pulverize and overlay this section of road at the same width as the existing road. Widening the road to accommodate wider paved shoulders would require significant drainage improvements to move the ditches back to accommodate the widened pavement. The City owns limited right-of-way in this section, therefore acquisition of right-of-way would be required.

In addition, if it is decided to include 4-foot paved shoulders, this portion of Highland Road would not be part of the 2023 road program as planning and design would need to be completed

prior to construction. This would place Highland Road on the road program in 2024 or later. If it is determined that the paved shoulders will not be included, construction of this road can be completed in 2023 using the current estimates for construction and replacing the road in-kind.

Fiscal Impact

Based upon current estimates of a pulverize and overlay project, the base project for the reconstruction of Highland Road without 4-foot paved shoulders would be \$259,649. Due to site constraints, implementing 4-foot paved shoulders is estimated to cost at least an additional \$271,543, bringing the total estimate to \$531,192. This does not include right-of-way acquisition costs or beam guard costs. A more detailed breakdown is shown below:

- Estimate to regrade and re-ditch: approximately \$117,262
- Estimate for additional asphalt and base cost: \$129,281
- Estimate for consultant design fee: \$15,000 - \$25,000

For reference, \$271,543 at 2023 estimated unit costs would fund:

- 32 miles of crack sealing, or
- 14 miles of GSB-88 bituminous sealing, or
- 0.65 miles of pulverize and 4-inch asphalt paving

The paved shoulders would increase the project cost by approximately 105%. Right-of-way (ROW) acquisition would also be required as almost 50% of the parcels on the portion of Highland Road have properties that extend to the center line of the road. ROW acquisition is estimated at approximately \$28,000, which was calculated using the average square foot cost of each property where ROW would need to be acquired. Beam guard may also be required, but the additional cost would need to be determined during design. Beam guard costs approximately \$85 per linear foot and \$4,000 for each end treatment.

While the City maintains a 5-year plan for the road program, staff cannot speculate as to which projects would be eliminated if funding is designated for the construction of 4-foot paved shoulders. However, staff requires direction from the Common Council as to whether the 4-foot paved shoulders should be constructed, in order to move forward with the design of the road section. Given the varied section of road due to 4-foot paved shoulder construction and varied slopes on each side, staff requires an understanding as to whether the widened shoulders should be included.

Recommendation

The Joint Mequon-Thiensville Bike and Pedestrian Commission recommends that the Common Council authorize the widening of Highland Road from Wauwatosa Road east to the railroad.

If the Common Council determines that widened paved shoulders should not be installed with the project, it should vote to deny the resolution. Denial of the resolution will result in staff pursuing the base project of pulverize and overlay as a project within the 2023 road program.

Attachments:

Highland Road Area Map (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4017

A Resolution Authorizing Installation of Widened Paved Shoulders Along Highland Road from
Wauwatosa Road to the Railroad Crossing West of Cedarburg Road

RECITALS

A. The City of Mequon Engineering Division has analyzed the installation of 4-foot paved shoulders along Highland Road from Wauwatosa Road, east to the railroad.

B. The Joint Mequon-Thiensville Bike and Pedestrian Way Commission has set the recommendation for installation of the lanes, consistent with the 2010-2030 plan.

C. The Appropriations Committee eliminated bicycle lane funding and the capital account balance requiring the installation of bike lanes to be funded through the right-of-way asset account.

D. Engineering staff has found installation of paved shoulders to be an estimated additional cost of \$271,543, excluding real estate acquisition costs.

E. The Common Council finds that the installation of paved shoulders to be an acceptable alternative to full bicycle and pedestrian lanes.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin, that the City's Engineering Division is hereby authorized to proceed with the installation of paved shoulders on Highland Road from Wauwatosa Road, east to the railroad during reconstruction of the roadway.

Approved by: Andrew Nerbun, Mayor

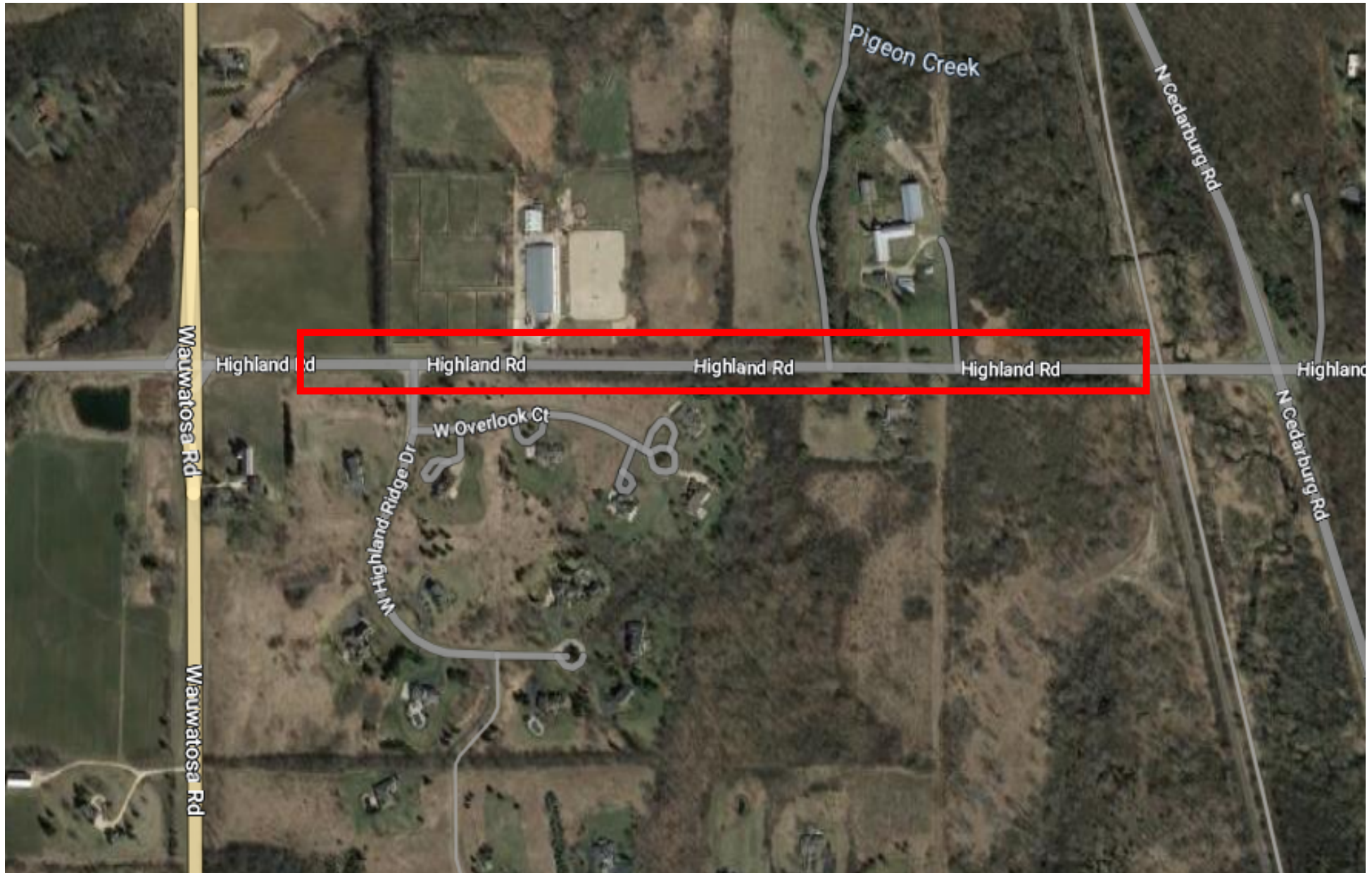
Date Approved: February 14, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 14, 2023.

Caroline Fochs, City Clerk

Proposed Section of Highland Road

10.e.a



Attachment: Highland Road Area Map (RESOLUTION 4017 : Highland Road Shoulder Widening)



11333 N. Cedarburg Road
 Mequon, WI 53092
 Phone: 262-236-2917
 Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Building Maintenance

TO: Common Council
FROM: Justin Bodoh, Building Superintendent
DATE: February 14, 2023
SUBJECT: RESOLUTION 4018 A Resolution Rejecting a Bid for the City Hall Roof Replacement Project from Noffke Roofing of Mequon, Wisconsin, Due to a Bidder's Error

Background

On January 12, 2023, the Buildings Division advertised for the replacement of the City Hall Roof. The City Hall Roof project contained 3 base bids: Base Bid A containing the bid items for replacing the roof of the older section of City Hall, Base Bid B containing the bid items for replacing the roof of the newer office section of City Hall, and Base Bid A+B containing the bid items to replace all of the roofing on both sections of City Hall.

Analysis

Staff held a pre-bid conference on January 17, 2023, which was attended by only one potential bidder, Avondale Roofing of Janesville, WI.

A bid opening was conducted on February 1, 2023, and staff received three bids, one from Roofed Right America of Milwaukee, one from Alois Roofing and Sheet Metal of West Allis and one from Noffke Roofing of Mequon. The low bidder for Base Bid A was Alois Roofing at \$127,300, the low bidder for Base Bid B was Alois Roofing at \$164,870 and the low bidder for Base Bid A+B was Noffke Roofing at \$263,400.

Staff notified Noffke Roofing that they were the apparent low bid for Base Bid A+B and the City was going to award the contract to them. Noffke Roofing indicated that the bid was in error. The bid was submitted with duplicate pricing for Base Bid A and Base Bid A+B. Noffke Roofing also indicated that their Base Bid A+B should have been \$475,600 (see attached communication from Noffke Roofing).

The State's bidding statute contemplates errors in public bidding. Because these bids had been opened prior to the bidder identifying the error, the statute requires the bidder to "immediately and without delay give written notice" of the error. Noffke has further indicated that they would not execute the contract for the work. Accordingly, the statute calls for the forfeiture of the bid security as liquidated damages. The bidder may seek recovery of the forfeited security in a court action. Based upon Noffke's statement that would not execute the contract, staff recommends the rejection of Noffke Roofing's bid, due to this identified error.

Fiscal Impact

In rejecting the bid, the City can still award the project to Alois Roofing. The corrected bid for Noffke Roofing of \$475,600 is approximately 38% higher than the lowest bid. The bid security in this case was \$23,780. Under the statute, this sum constitutes liquidated damages for the breach of contract represented by the bid. In this case, the security amount would be deposited in the City-wide Building Repairs Capital Account for use to partially offset the difference between the amount of the failed bid (\$263,400) and the next lowest bid (\$335,995).

Recommendation

Staff recommends that the Public Works Committee favorably endorse, and the Common Council approve the resolution rejecting the bid from Noffke Roofing.

Attachments:

Noffke Letter (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4018

A Resolution Rejecting a Bid for the City Hall Roof Replacement Project from Noffke Roofing of Mequon, Wisconsin, Due to a Bidder's Error

RECITALS

A. The City of Mequon Buildings Division has advertised and received bids for the 2023 City Hall Roofing Project.

B. Staff has reviewed the various bids and contractor qualifications for the contracts.

C. Noffke Roofing was the apparent low bidder for the work, but Noffke has advised the City that there was an error in its bid.

D. Noffke Roofing has further indicated that they would not execute the contract for the work at the bid amount, based upon the error.

E. The bid security will be deposited into the City-wide Building Repairs Capital Account to offset the final contract award amount for the project.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin that the bid for the City of Mequon's City Hall Roof Project from Noffke Roofing is rejected, and the bid security shall be forfeited in accordance with law and deposited in the City-wide Building Repairs Capital Account to offset the additional cost in completing the roofing project with the second lowest bidder.

Approved by: Andrew Nerbun, Mayor

Date Approved: February 14, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 14, 2023.

Caroline Fochs, City Clerk

NOFFKE ROOFING CO., LLC

10341 N. GRANVILLE ROAD – MEQUON, WI 53097 262-242-5320

Established 1952

February 7, 2023

CITY OF MEQUON
11333 N. CEDARBURG RD.
MEQUON WI. 53092
JUSTIN BODAH 414-807-3085 jbodoh@ci.mequon.wi.us

RE: 2023 CITY HALL ROOF REPLACEMENT

Dear Justin,

Due to a mistake/error in my completing the bid form, the total for A & B should be \$474,600.00. A = \$263,400.00. B=\$212,200.00

We cannot complete the two roof sections for \$263,400.00

I apologize for this mistake/error.

Ken Noffke

PRICE SCHEDULE – BASE BID “A” ITEMS
City Hall Original Roof

ITEM NUMBER	ITEM	UNIT	EST. QUANTITY	UNIT BID PRICE	TOTAL
1	Remove of Existing Estimated 4,300 S.F. of membrane and disposal off property	LS	1	735	50,000.
2	Removal of Existing Estimated 3,600 S.F. of shingles and underlayment	LS	1	500	15,000.
3	Supply / Install Estimated 4300 S.F. of 1/2" HD ISO Insulation	LS	1	588	40,000.
4	Supply / Install Estimated S.F. of 60 mil EPDM Rubber Membrane, fasten with termination bars with butyl tape to masonry side walls	IS	1	1029	70,000.
5	Supply / Install New 24-gauge Steel Flashing for EPDM Roof per manufacture's Specifications	LS	1	73	5,000.
6	Supply / Install Uncured EPDM for flashing around all outside corners and hand - flashed penetrations	LS	1	73	5,000.
7	Supply / Install Estimated 3,600 S.F. of Tyvec Protec 200 Underlayment or Similar Product	LS	1	166	5,000.
8	Supply / Install Ice & Water Shield to lower 6ft. Perimeter Edge and all pipe locations	LS	1	166	5,000.
9	Supply / Install new 24-gauge steel flashing in all shingle roofing areas per manufacture's specifications	LS	1	166	5,000.
10	Supply / Install new LEAD plumbing stack flashings to replace existing	LS	1	33	1,000.
11	Supply / Install 40-year architectural shingles per manufactures specifications. (City to pick out color)	Square	36	667	20,000.
12	Removal /Supply / Installation of Damaged Decking, decking material should match or be similar product to original.	Square	22	433	43,400.
Total Base Bid "A" Items 1 through 12:				\$ 263,400.00	

PRICE SCHEDULE – BASE BID “B” ITEMS
City Hall Addition Roof

ITEM NUMBER	ITEM	UNIT	EST. QUANTITY	UNIT BID PRICE	TOTAL
13	Remove ballast and estimated 20,000 S.F. of existing membrane. Material will be removed off premises	LS	1	205	30,000.
14	Removal of estimated 1,400 S.F. of existing shingles and underlayment	LS	1	833	10,000.
15	Supply / Install estimated 20,000 S.F. of new 1/2" fiberboard over existing insulation, fasten per roofing specifications	LS	1	342	50,000.
16	Supply / Install estimated 20,000 S.F. of 60 mil EPDM rubber membrane with ballast (See ballast specs. below)	LS	1	342	50,000.
17	Supply / Install 34-gauge Kynar fluoropolymer coated perimeter edge flashing. (Standard color)	LS	1	65	10,000.
18	Supply / Install a layer of ice and water shield at the top edge of the new rubber membrane	LS	1	250	3,000.
19	Supply / Install uncured rubber flashing to seal off all flashing, etc., and further seal with EPDM sealant.	LS	1	34	5,000.
20	Supply / Replace the existing concrete walk pads (2' x2' x 2"), with an additional layer of rubber roofing membrane beneath them to serve as a protective slip sheet.	LS	1	34	5,000.
21	Supply / Install Tyvec Protec 200 Underlayment or Similar Product	LS	1	250	3,000.
22	Supply / Install Ice & Water Shield to lower 6ft. Perimeter Edge and all pipe locations	LS	1	250	3,000.
23	Supply / Install new LEAD plumbing stack flashings to replace existing	LS	1	250	3,000.
24	Supply / Install 40-year architectural shingles per manufactures specifications. (City to pick out color)	Square	14	833	10,000.
25	Removal /Supply / Installation of Damaged Decking, decking material should match or be similar product to original.	Square	20	191	30,200.
Total Base Bid "B" Items 13 through 25:				\$ 212,200.00	
Total Base Bid "A" + "B" Items 1-25:				\$ 263,400.00	

Should be \$475,600.00

Attachment: Noffke Letter (RESOLUTION 4018 : Noffke Roofing Bid Rejection)



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: Justin Bodoh, Building Superintendent
DATE: February 14, 2023
SUBJECT: RESOLUTION 4019 A Resolution Awarding the 2023 City Hall Roof Replacement Contract to Alois Roofing and Sheet Metal, of West Allis, Wisconsin, in an Amount Not-to-Exceed \$335,995

Background

In 2018, EMG completed a Facilities Condition Assessment (FCA) of City-owned facilities. Included in the recommendations was the replacement of the roofing at City Hall. FCA Section 6.3 for roofing at City Hall is attached. The older portion of City Hall was originally built in 1936, and an office space annex was built in 1996 at which time the roof on the original building was also replaced. The FCA Replacement Reserves Report recommended replacement of the roofing of both buildings in 2021 for an estimated total cost of \$325,339. The FCA also recommended replacement of the skylights in 2025 for an additional \$4,829. Since the time of the study in 2018, roofing leaks at City Hall have become more prevalent, even after patching of known leaks. While repairing roof leaks at City Hall, two air handlers were also discovered to be contributing to these leaks at City Hall.

While this proposed contract award is for the replacement of the roofing on City Hall, several other projects noted in the FCA will require attention in the coming years, as listed below:

- Replacement of two vintage 1936 air handler units - est. \$220,000
- Replacement of 1936 sanitary sewer lateral under older building - est. TBD
- Replacement of interior ceiling in Common Council Chambers - est. \$30,000
- Replacement of vinyl tile floor / carpeting covering in older building - est. \$105,000
- Boiler Stack replacement at Public Safety Building - est. \$26,000

Analysis

In January of this year, the Building Maintenance Division advertised to have the City Hall roofs replaced in 2023. Staff held a pre-bid conference on January 17, 2023, which was attended by only one potential bidder, Avondale Roofing of Janesville.

A bid opening was conducted on February 1 and staff received two bids, one from Alois Roofing and Sheet Metal of West Allis, and one from Roofed Right America of Milwaukee. The low bid is approximately 25% less than the FCA estimated total cost.

The roofing on City Hall is a combination of primary, secondary, and tertiary roofs. The primary (office space annex) roofing is ethylene propylene diene monomer (EPDM) with aggregate

ballast. The secondary (flat roofing on the original building) is EPDM only. The tertiary roofing on both buildings is asphalt shingles on the hipped portions of the roofs.

The total Base Bid A+B is for complete roofing replacement on both buildings with like materials. Base Bid A is for roof replacement of the older portion of City Hall only which has been experiencing more leaking than the newer office annex portion. Base Bid B is for roof replacement of the annex addition portion of City Hall.

The low bid proposal for the total Base Bid A+B is from Alois Roofing and Sheet Metal, of West Allis totals \$292,170.

Fiscal Impact

The FCA estimated cost was with 2018 prices. If an average 4% increase for inflation was applied each year, the estimate from the FCA is projected to be approximately \$396,000 (using 2023 prices).

The low bid of \$292,170 is approximately 25% lower than the FCA estimate (using 2023 prices). With a 15% contingency, the low bid comes in at \$335,995, which is 15% lower than the FCA estimate (using 2023 prices).

The City-wide Building Repairs Capital Account has sufficient funds on hand to pay for the cost of the recommended City Hall roof replacement.

As a result of several recent contract awards, the Public Works Committee and Common Council have requested adding a contingency to the award amounts. Therefore, staff is recommending that the resolution approve an amount not-to-exceed \$335,995, which includes a contingency of 15% for additionally authorized efforts. The contingency provides for additional services that may result from unknown field conditions.

Recommendation

Staff recommends that the Public Works Committee favorably endorse, and the Common Council approve the resolution awarding City Hall roof replacement Base Bid A+B to Alois Roofing and Sheet Metal of West Allis, Wisconsin, in an amount not-to-exceed \$335,995.

Attachments:

EGM Facility Condition Assessment section 6.3 (PDF)

Roofing Bidder Summary 2023 (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4019

A Resolution Awarding the 2023 City Hall Roof Replacement Contract to Alois Roofing and Sheet Metal, of West Allis, Wisconsin, in an Amount Not-to-Exceed \$335,995

RECITALS

A. The Department of Public Works' Buildings Division advertised and received bids for the replacement of three (3) roof sections at City Hall.

B. Staff has reviewed the various quotes and contractor qualifications for the contract.

C. Staff has determined that the bids received are in accord with previous estimates and that the contractor qualifications have been met, and on that basis has made a recommendation to the Committee of Public Works.

D. The Committee of Public Works at its meeting on February 14, 2023, approved staff's recommendation.

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

1. The Agreement for City Hall Roof Replacement, as let for bid, is approved and awarded to Alois Roofing and Sheet Metal of West Allis, Wisconsin, in an amount not-to-exceed \$335,995, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

Approved by: Andrew Nerbun, Mayor

Date Approved: February 14, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 14, 2023.

Caroline Fochs, City Clerk

FACILITY CONDITION ASSESSMENT

Final Draft

CITY HALL
11333 NORTH CEDARBURG ROAD
MEQUON, WISCONSIN 53092

EMG PROJECT NO: 127475.17R000-001.017

6.3 ROOFING

Primary Roof			
Type / Geometry	Flat or low-sloping	Finish	Single-ply EPDM w/ ballast
Maintenance	Outside contractor	Roof Age	22 years
Flashing	Flashings match main membrane	Warranties	No
Parapet Copings	Sheet metal	Roof Drains	Edge drainage to ground
Fascia	None	Insulation	Rigid board
Soffits	None	Skylights	Yes
Attics	No	Ponding	No
Ventilation Source-1	None	Leaks Observed	No
Ventilation Source-2	--	Roof Condition	Fair

The primary roof is located on the addition.

Secondary Roof			
Type / Geometry	Flat or low-sloping	Finish	Single-ply EPDM
Maintenance	Outside contractor	Roof Age	22 years
Flashing	Flashings match main membrane	Warranties	No
Parapet Copings	Sheet metal	Roof Drains	Scuppers and downspouts
Fascia	None	Insulation	Could not be determined
Soffits	None	Skylights	No
Attics	Yes	Ponding	No
Ventilation Source-1	Gravity vents	Leaks Observed	No
Ventilation Source-2	Gable end vents	Roof Condition	Fair

The secondary roof is located on a portion of the original facility.

Tertiary Roof			
Type / Geometry	Hipped	Finish	Asphalt shingles
Maintenance	Outside contractor	Roof Age	22 years
Flashing	Flashings match main membrane	Warranties	No

FACILITY CONDITION ASSESSMENT

Final Draft

CITY HALL
11333 NORTH CEDARBURG ROAD
MEQUON, WISCONSIN 53092

EMG PROJECT NO: 127475.17R000-001.017

Tertiary Roof			
Parapet Copings	Sheet metal	Roof Drains	Edge drainage to ground
Fascia	None	Insulation	Rockwool
Soffits	None	Skylights	No
Attics	Yes	Ponding	No
Ventilation Source-1	Ridge vents	Leaks Observed	No
Ventilation Source-2	--	Roof Condition	Poor

The tertiary roof is located on a portion of the original facility, screen walls and entry parapet of the addition.

Anticipated Lifecycle Replacements:

- Parapet wall copings
- Skylights
- Membrane and Shingle roofs
- Metal roof over vent cupola

Actions/Comments:

- The roof finishes were reportedly installed in 1996 are original to the expansion and replacements on the original facility. The roofs are no longer covered under a warranty. The roofs are maintained by an outside contractor.
- According to the POC, roof leaks have occurred in the past year. The leaks have since been repaired, and no active roof leaks are evident.
- There is no evidence of roof deck or insulation deterioration. The roof substrate and insulation should be inspected during any future roof repair or replacement work. Per Scott Schowalter, the alternate POC, at least one area of roof decking on the flat area next to the hipped roof failed in the past while performing roof maintenance.
- Roof drainage appears to be adequate. Clearing and minor repair of drain system components should be performed regularly as part of the property management's routine maintenance and operations program.
- The attics are not accessible (could be observed from one end) and it could not be determined if there is moisture, water intrusion, or excessive daylight in the attics.
- The field of the secondary roofs have significant areas that are pulling tight and some that are showing deterioration at the glue joints. At the south window access to the roof, above the south break room, the membrane is pulled up off the roof decking. The roof membranes require replacement. Installation of a patch on the south roof may extend the life. These areas would be above the south Breakroom and the north second level restrooms.
- During severe wind storms, roofing aggregate (ballast) may become wind-borne and may harm nearby persons or may damage surrounding properties or building or site elements of the subject property. National, regional, and local building codes vary widely in the treatment of this issue and should be consulted during any future roofing repairs or replacements.
- The field of the tertiary roofs have damaged shingles these are easily seen on the south side of the hipped roof above the council chambers. The aggregate from the tiles can be seen near the transfer drain on the ballasted roof of the addition. The entire roof and screen wall shingles require replacement. Since the roofing is proposed in the future the missing shingles should be replaced.
- The roof sheathing has had an area of previous sheathing failure. The roof decking was repaired at that time. It is recommended that when the roof is replaced on the hipped roof over the council chambers, that the decking is inspected for additional damage. No costs have been included for any repair at this time.
- The roof insulation has significant areas of missing or inadequate insulation in the attic above the council chambers. This area could only be observed from the old balcony hatch. Inconsistent presence of rolled roofing material was observed.



2/2/2023

City of Mequon City Hall 2023 Roof Project

11333 N. Cedarburg Road Mequon, WI 53092

Bidders List

Company Name	Contact Name	Company Address	Email Address	Phone Number	Base Bid "A"	Base Bid "B"	Base Bid "A+B"	Prequalification & Bid Bond
Roofed Right America LLC	Khary Penebaker	429 W Boden St, Milwaukee, WI	khary@roofedright.com	414-769-0100	\$212,350.00	\$265,350.00	\$477,700.00	Prequalification and Bid Bond
Alois Roofing & Sheet Metal	Micheal Pum	2149 S 116th St, West Allis, WI	mpum@aloisroofing.com	414-727-6100	\$127,300.00	\$164,870.00	\$292,170.00	Prequalification and Bid Bond



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

www.ci.mequon.wi.us

Office of Public Works Committee

TO: Common Council
FROM: Cole McCraw, Assistant City Engineer
DATE: February 14, 2023
SUBJECT: RESOLUTION 4020 A Resolution Authorizing Supplemental Inspection Services in Excess of \$25,000 During the 2023 Construction Season with the Following Engineering Firms: GRAEF, Kapur & Associates, R.A. Smith, Ruekert-Mielke and SEH

Background

Several developments are planning for public infrastructure work in the 2023 construction season. There are potential overlapping construction timelines that may require inspection and review services beyond the availability of City staff. Potential projects slated for 2023 construction include: Torrey Drive, Swan Ridge Farms, Highland Meadows, and others. City staff will also need to accommodate inspection for the Mequon Road-OIT Crossing Improvements City project, so staff capacity will be limited while that project is underway. The specific construction schedules have not been determined for any of the proposed development projects.

Analysis

City staff requested five firms provide construction service rates for the 2023 construction season: GRAEF, Kapur & Associates, R.A. Smith, Ruekert-Mielke, and SEH. All five firms have provided services to the City of Mequon in the past and are qualified to perform inspection services. The construction service rates were used to compare the cost of inspection services between each of the three firms.

As developments request inspection or plan review services, City staff will contact the firms on a case-by-case basis for inspections services if the services cannot be provided by City staff. The consultant with the lowest rates will be contacted first when services are needed. If the lowest-rate consultant cannot perform the services, the consultant with the next lowest rates will be contacted until one can perform the services.

Fiscal Impact

The development inspection and review services are a pass-through cost to developers, so there is no fiscal impact to the City of Mequon. With a potential that the contracts may total more than \$25,000, staff is seeking Common Council approval.

Recommendation

A recommendation is forthcoming from the Public Works Committee on February 14, 2023.

Attachments:

2023 Inspection Rates (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4020

A Resolution Authorizing Supplemental Inspection Services in Excess of \$25,000 During the
2023 Construction Season with the Following Engineering Firms: GRAEF, Kapur & Associates,
R.A. Smith, Ruekert-Mielke and SEH

RECITALS

A. Private developments in the City of Mequon are required to have construction inspections related to public infrastructure and erosion control and obtain civil and stormwater management plan approval from the City of Mequon Engineering Division.

B. There are potential overlapping construction timelines that may require inspection services beyond the availability of City staff.

C. The City of Mequon Engineering Division received construction service rates from five qualified firms.

D. Staff has reviewed the construction service rates and found all firms to be qualified to perform the inspection services.

E. The total expenditures for individual consultants may exceed \$25,000, requiring Common Council approval.

F. The fees for the inspections and reviews are billed to the developer.

G. The consultant with the lowest rates will be contacted first when services are needed. If the lowest-rate consultant cannot perform the services, the consultant with the next lowest rates will be contacted until one can perform the services. When appropriate, consistent consultants will be utilized across multiple phases of the same project.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin that the above proposal rates, as recommended by the Public Works Committee, be accepted and that the proper City officials be authorized to sign the appropriate contract documents with GRAEF, Kapur and Associates, R.A. Smith, Ruekert-Mielke or SEH.

Approved by: Andrew Nerbun, Mayor

Date Approved: February 14, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 14, 2023.

Caroline Fochs, City Clerk



R.A. Smith, Inc.
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000 | rasmith.com

October 20, 2022

Mr. Bob Beilfuss, PLS
Engineering Field Coordinator
City of Mequon
11333 N. Cedarburg Rd.
Mequon, WI 53092

Re: Proposal for Professional Construction Services 2022-2023

Dear Mr. Beilfuss:

Thank you for allowing raSmith to provide you with a proposal for 2022-2023 professional services. We strive to develop a long-term, mutually beneficial relationship with our clients and are committed to understanding your challenges and developing solutions that meet your needs. We look forward to working with the City of Mequon.

Scope of Services

raSmith will provide construction services associated with construction related activities. Construction inspector and manager will be available as needed for project needs. We will be available to compile punch lists, perform record drawings and/or as-builts as directed by the City.

GPS data collection will be employed to locate sanitary sewer, water and storm sewer systems at the direction of the City.

Our activities will be documented on a daily basis in electronic reports.

Completion Schedule

Work is anticipated during the 2022 and 2023 construction seasons.

Professional Fees

The above-described services will be provided on an hourly and expense basis. Fees will be invoiced monthly as the project proceeds. For the 2022 construction season a Resident Inspector will be available at a rate of \$95 per hour. As required, a Construction Manager is available at a rate of \$170 per hour, and a CADD Technician at a rate of \$120 per hour. For the 2023 construction season a Resident Inspector will be available at a rate of \$99 per hour. As required, a Construction Manager is available at a rate of \$175 per hour and a CADD Technician at a rate of \$125 per hour.

Usual and customary expenses such as mileage, postage, delivery, and applicable taxes will be invoiced at cost.

Client Responsibilities/Assumptions

- A. The terms and conditions set forth herein are valid for 180 days from the date of this proposal and are conditioned upon our completion of all services within 18 months from the date of authorization.
- B. The professional fee hourly rates are subject to change on an annual basis.
- C. No Geotechnical or Materials Testing work is included in this proposal.



Mr. Bob Beilfuss, PLS
Engineering Field Coordinator
Page 2 / October 20, 2022

If you would like to authorize raSmith to proceed with your project, please sign the attached Professional Services Agreement between Client and Professional, and forward a signed copy of the entire Agreement to our office. Once received, we will execute and return a copy for your records. We look forward to working with the City of Mequon.

Sincerely,
raSmith

A handwritten signature in black ink, appearing to read 'Paul S. Schafer'.

Paul S. Schafer, P.E.
Director of Construction Services

Enclosure: Professional Services Agreement (Contract)

I:\Proposals\2022\Mequon\EP 221019 Beilfuss 22-23 rates.docx

Attachment: 2023 Inspection Rates (RESOLUTION 4020 : 2023 Consulting Engineering Services for Developments Contracts)

GRAEF

2022 RATES

Construction Supervisor	\$ 145.00/HR
INSPECTOR I	\$75.00/HR
INSPECTOR II	\$91.00/HR
INSPECTOR III	\$105.00/HR
CADD Tech	\$110.00/HR
SURVEY CREW (two-person)	\$200.00/HR
SURVEY CREW (one-person)	\$147.00/HR



November 9, 2022

Mr. Bob Beilfuss
Engineering Field Coordinator
City of Mequon
11333 North Cedarburg Road
Mequon, WI 53092-1930

Re: 2022/2023 CRT Inspection Rates

Dear Mr. Beilfuss:

Per our phone conversation on November 7, 2022, we are happy to provide you with our 2022 and 2023 Construction Review Technician (CRT) rates.

We hope to have either of these CRT classifications available for the Enclave Phase 6 project work, but that could change depending upon the final start date of the project.

If you approve of the rates and would like us to provide inspection services for this project, please sign and return the contract to me at mhallada@ruekert-mielke.com at your earliest convenience.

Classification	2022 Rates	2023 Rates
Construction Review Technician 2	\$99/hour	\$105/hour
Senior Construction Review Technician	\$115/hour	\$122/hour

Overtime rates will be 120% of standard rate for construction review services.

Also, if you happen to have any questions at all, please feel free to contact me at 262-397-7468. Thank you again for allowing us to provide you with these rates for construction inspection services.

The above described professional services will be provided to you in accordance with the attached two page **RM Standard Terms & Conditions (Engineering)** dated June 17, 2014, which are made part of this agreement by reference. Please indicate your acceptance of this agreement by having the appropriate authorized official(s) affix their signature(s) where indicated and returning one fully executed copy to our office.

Respectfully,

RUEKERT & MIELKE, INC.

Michael T. Hallada, CISEC
Construction Services Team Leader
mhallada@ruekert-mielke.com

MTH:sjs
Enclosure(s)

2023 MUNICIPAL RATE SCHEDULE

Title	Description	Rate
Principle	Company Supervisor	\$210
Project Manager	Oversees project and personnel	\$180
Project Engineer III	PE and 12 years of experience or equivalent, meetings, project coordination, plan reviews	\$160
Project Engineer II	PE and 8 years of experience or equivalent, meetings, project coordination, plan reviews	\$130
Project Engineer I	PE and 4 years of experience, general engineering	\$115
Staff Engineer II	Engineer, 6 years of experience, general engineering	\$120
Staff Engineer I	Engineer, general engineering	\$105
Tech III	12 years of experience in drafting, GIS or construction inspection	\$110
Tech II	8 years of experience in drafting, GIS or construction inspection	\$100
Tech I	Drafting, GIS or construction inspection	\$90
Project Surveyor	PS & 8 years of experience or equivalent, survey start-up, research, crew scheduling, platting	\$150
Survey Crew	Field surveyor	\$140
Environmental Scientist II	8 years of experience, Erosion control, plan review, Phase I, Phase II	\$125
Environmental Scientist I	Erosion control, plan review, Phase I, Phase II	\$100
Landscape Architect	Design and plan reviews	\$130
Administrative Assistant	Office tasks	\$80

Attachment: 2023 Inspection Rates (RESOLUTION 4020 : 2023 Consulting Engineering Services for Developments Contracts)

SEH

Kevin, the requested current FY 23 hourly rates for our Delafield staff are as follows:

Construction Supervisor \$139/HR (Rob Malzahn)
INSPECTOR I \$108/HR (Steve Yoss)
INSPECTOR II \$110/HR (Ole Hanson)
INSPECTOR III \$111/HR (Logan Ketelhut)
CADD Tech \$102/HR (Zach Hochevar)
SURVEY CREW (one-person) \$162/HR (Buffalo Big Mountain, including vehicle and equipment)

Please call me at 920/287-0828 if you have any questions. Thanks!

Al Bush, PE*, BCEE, ENV SP
Senior Professional Engineer
Short Elliott Hendrickson Inc.
809 North 8th Street, Suite 205
Sheboygan, WI 53081
920.287.0828 direct office | 651.490.2000 main
www.sehinc.com
Building a Better World for All of Us®

*Professional Registration in AR, CA, IA, FL, NM, ND, OH, OK, PA, SD, TX, & WI



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

www.ci.mequon.wi.us

Office of Mequon Municipal Water Utility Commission

TO: Common Council
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: February 14, 2023
SUBJECT: RESOLUTION 4021 A Resolution Authorizing Execution of an Intergovernmental Agreement with the Village of River Hills for Municipal Water Service

Background

The consideration of an Intergovernmental Agreement (IGA) follows action on the request to provide municipal water service to the Village of River Hills. If the request for municipal water service is tabled or denied, action on this IGA should also be delayed. The IGA addresses the terms for municipal water service. A subsequent item on the agenda requests approval of a Water Services Agreement (WSA), which is a project level approval.

Proposed terms were presented to the Water Utility Commission (WUC) in December 2022, which included language within draft documents to affirm that:

- The connection does not impact existing utility customers with respect to rates and capacity.
- The project will be self-sustaining, in that revenues will cover future replacement costs.
- The infrastructure must be designed to meet the demands of all properties within the user service area, not just the residential development alone.

With WUC approval of the draft documents, the documents were transmitted to the River Hills for consideration. River Hills requested only minor, clerical modifications to the documents.

If the request for municipal water service is granted, Mequon Water Utility staff will forward the request to the Wisconsin Public Service Commission (PSC) to serve River Hills, subject to the terms and conditions identified within the proposed IGA. As the WUC does not have the authority to execute the IGA, pending an affirmative recommendation, that document will be forwarded to the Common Council for consideration.

Analysis

Mequon Water Utility staff completed its due diligence to ensure that approving the request for municipal water service met initial terms outlined by the WUC. The agreements have been drafted to ensure that there is no negative impact to existing utility customers with respect to rates and capacity. Adding this new, additional customer base will assist in spreading fixed costs across more customers.

A provision has been added to the IGA to track the revenues from River Hills customers, so that at the time of future replacement, a fiscal review can determine whether revenues sufficiently

cover the replacement cost. Any deficit must be paid by the Village of River Hills.

Technical requirements including both the connection at County Line Road and an additional connection under I-43 to public water infrastructure serving the Village of Bayside assures redundant service to River Hills. It provides the same benefit to other Mequon Water Utility rate payers. Design of the system itself will provide the potential to ultimately serve all of the properties within the user service area in River Hills.

Fiscal Impact

The agreements were also drafted so that there is no initial cost to the Mequon Water Utility. The IGA requires that revenues exceed expenses for the River Hills Water User Service Area. The WSA requires the City's standard "build-and-contribute" methodology for the necessary infrastructure. The Mequon Water Utility will receive revenue from new customers once they are connected to the system. New customers help spread the utility's fixed costs over more customers, which is a benefit to both the utility and its ratepayers.

River Hills is required to pay all fees associated with the project, including any PSC fees for the request for municipal water service, City Water review, administration and inspection fees, installation and construction costs, as well as any applicable connection fees.

Recommendation

It is recommended that the Water Utility Commission make a recommendation to the Common Council regarding approval of the proposed Intergovernmental Agreement, a copy of which is attached. As also indicated previously, all recommendations are conditioned upon the Public Service Commission approval of the same.

Attachments:

Intergovernmental Agreement-Mequon and River Hills (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4021

A Resolution Authorizing Execution of an Intergovernmental Agreement with the Village of
River Hills for Municipal Water Service

RECITALS

A. Villages and cities are authorized under Wis. Stat. § 66.0301 to enter into an intergovernmental agreement for the joint exercise of any power or duty required or authorized by statute.

B. A city or village may contract for the furnishing of public utility service, including water service, within the village or city under Wis. Stat. § 66.0815(2)(a).

C. Mequon owns and operates the Mequon Water Utility (the “Utility”) which provides water service to customers within its service area.

D. The Village of River Hills has requested that the City and the Utility extend water service to provide service to serve certain properties in River Hills.

E. The City and the Village have negotiated an Intergovernmental Agreement ("IGA") to outline the terms and conditions upon which the City would provide service to the requested portion of River Hills.

F. The City and the Utility are willing to provide service to the requested portion of River Hills pursuant to the terms of the IGA.

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

1. The Intergovernmental Agreement with the Village of River Hills 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 the City Clerk are authorized and directed to execute and deliver the same.

Approved by: Andrew Nerbun Mayor

Date Approved: February 14, 2023

I certify that the foregoing Water Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 14, 2023.

Caroline Fochs, City Clerk

**INTERGOVERNMENTAL AGREEMENT TO PROVIDE WATER UTILITY SERVICE
BETWEEN THE CITY OF MEQUON
AND
THE VILLAGE OF RIVER HILLS**

THIS AGREEMENT (“Agreement”) is entered into this _____ day of January, 2023, by and between the City of Mequon, a municipal corporation, located in Ozaukee County, Wisconsin (“Mequon”), and the Village of River Hills, a municipal corporation located in Milwaukee County, Wisconsin (“River Hills”), (collectively the “Parties”).

RECITALS

WHEREAS, Section 66.0301, Wis. Stats., authorizes villages and cities to contract for the joint exercise of any power or duty required or authorized by statute; and

WHEREAS, Wis. Stat. § 66.0815(2)(a) provides that a city or village may contract for the furnishing of public utility service, including water service, within the village or city; and

WHEREAS, Mequon owns and operates the Mequon Water Utility (the “Utility”) which provides water service to customers within its service area; and

WHEREAS, Mequon and the Utility have been requested by River Hills to serve certain properties in River Hills; and

WHEREAS, the Parties have each taken all the necessary actions to authorize the execution of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Agreement to Provide Service.

- 1.1 River Hills authorizes the Utility to operate, construct, and maintain a system to sell and supply water to residents and property owners of certain parcels in River Hills, which is hereby identified in map form as Exhibit A (the “River Hills Water User Service Area”) and identified by Tax Parcel ID Numbers as listed in Exhibit B attached hereto. Service to properties outside of the River Hills Water User Service Area will require an approved amendment to this Agreement by both Parties.
- 1.2 The Utility shall use its best efforts to, within one (1) year of a written petition from River Hills for expansion of the Utility’s current Water User Service Area (one hundred eighty (180) days in the case of existing water supply failures in River Hills which threaten human health, safety, or the environment), to provide service outside its existing service area. The Utility shall provide River Hills all data necessary to comply with § 66.0703 Wis. Stats. et.

seq. to allow River Hills to provide for full payment for facilities as mutually agreed upon by River Hills and Mequon.

- 1.3 The Utility shall at all times use its best efforts to secure sources of water supply sufficient to serve the needs of River Hills as required under this Agreement.

Section 2. Terms.

- 2.1 Any and all operations costs for the River Hills Water User Service Area must be funded from revenues derived from the River Hills Water User Service Area. Annually, in the second quarter of the year, following bill collection from the four quarterly billing periods from the previous calendar year, the Utility will produce a ledger of the revenue from the River Hills Water User Service Area. The revenue shall be tracked cumulatively from the first date of service.
- 2.2 If at any time the revenue from the River Hills Water User Service Area does not exceed the operations costs of the River Hills Water User Service Area, River Hills shall pay the Utility for the net difference in cost. This payment shall be due within 90 days of notice, unless otherwise approved by the Utility Commission. Any payment made to the Utility for operations costs by River Hills, under this paragraph, shall be reimbursed to River Hills by the Utility, if and when revenues derived from the River Hills Water User Service Area exceed operations costs for the previous calendar year.
- 2.3 River Hills agrees to collect any delinquent Mequon Water Utility bills of the customers within the River Hills Water User Service Area through its statutory tax collection procedure whereby such delinquencies are collected including as a special tax against the property benefitted.
- 2.4 It is expressly agreed that the furnishing of service to the aforesaid River Hills Water User Service Area does not and shall not constitute a commitment by the Utility to provide water service to River Hills itself or to any other person, firm, or corporation residing or located in River Hills, nor does it grant any right to the Utility to provide water service to River Hills itself, or to any other person, firm, or corporation residing or located in River Hills. River Hills is not committed to acceptance of additional water service.

Section 3. Permitting and Approvals.

- 3.1 This Agreement is indeterminate as to term under Wis. Stat. §§ 66.0815(2) and 196.54.
- 3.2 In furtherance of this Agreement or any right or option exercised under it, the Utility shall be responsible for obtaining and maintaining in force all permits and approvals (including but not limited to licenses, certifications, approvals, and tariffs) required by local, state, and federal authorities for the public water infrastructure. River Hills shall use its best efforts to expedite the processing of any such permits and approvals.

- 3.3 The Utility will provide service in compliance with generally accepted industry practices and all applicable regulatory standards.
- 3.4 The Utility will retain and maintain all appropriate records of operations and maintenance regarding service to River Hills customers. River Hills will have the right to inspect such records during normal business hours.
- 3.5 The Utility shall restore all River Hills rights of way to their original condition after work in the right of way by the Utility or its agents, and shall indemnify River Hills for bodily injury or property damage from work in or use of River Hills rights of way subject to the provisions of Section 5 below. Any work in an easement is subject to the terms and conditions of that easement.
- 3.6 Mequon staff will apply to the Public Service Commission (PSC) for all necessary approvals to effectuate this Agreement. River Hills shall reimburse Mequon for all Utility staff time directly associated with the application process and all applicable charges from the PSC.
- 3.7 River Hills will administer any applicable plumbing permits associated with private infrastructure on individual parcels. Prior to issuing a plumbing permit, River Hills will confirm that the applicant has submitted a Water Services Application and associated fee to River Hills.

Section 4. Rates and Connection.

Unless otherwise set forth in this Agreement, the Utility will charge reasonable nondiscriminatory rates (as between Mequon, other municipalities, and River Hills residents) and shall not require connection by property owners or assess any property owner for fire protection without River Hills's prior written consent.

Section 5. Indemnity.

Mequon shall indemnify, defend and hold River Hills, its officers, employees and agents harmless from any and all claims or liability of any kind whatsoever, arising out of operation and/or interruption of service, to the extent such claim or liability is proximately caused by the acts or omissions of the Utility, its agents and contractors. This language notwithstanding, nothing contained within this Agreement is intended to be a waiver or estoppel of Mequon or its insurers to rely upon the limitations, defenses, and immunities contained within Wisconsin Statutes Sections 893.80, 895.52, and 345.05 or common law, and Mequon or its insurers shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability under Wisconsin law.

Section 6. Integrated Agreement.

This document, together with all documents incorporated by reference, sets forth the entire understanding of the Parties and supersedes any and all prior agreements, written or oral, relating to the subject matter of this Agreement.

Section 7. Modifications.

This Agreement can only be amended in writing signed by both parties.

Section 8. Applicable Law: Construction.

- 8.1 This Agreement shall be interpreted in accordance with the laws of the State of Wisconsin.
- 8.2 Captions of any section or paragraph of this Agreement are for convenience or reference only and shall not define or limit the scope of any provisions contained herein. The Recitals in this Agreement are incorporated in and made a part of this Agreement.
- 8.3 The provisions of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law. If any provision is found to be invalid or unenforceable under applicable law: (1) the same shall not affect the validity or enforceability of such provision under any other circumstances or of the remaining provisions of this Agreement; and (2) such provision shall be deemed automatically amended with the least changes necessary so as to be valid and enforceable.
- 8.4 Performance of this Agreement shall not give rise to any actual or implied relationship between the Parties (such as an agency, joint venture or partnership), except as otherwise expressly stated in this Agreement.
- 8.5 This Agreement is the result of negotiations between the Parties and review by their respective counsel. Neither party shall claim or enjoy any presumption as to the interpretation of its terms based on draftsmanship.
- 8.6 Individual projects completed under the terms of this Agreement are subject to the Utility Water Connection Policy, and are required to obtain a Water Services Agreement.
- 8.7 The initial project serving any property within the River Hills Water User Service Area, subject to a subsequent Water Services Agreement as outlined in Section 8.6, must include the following:
 - 8.7.1 Transmission main sizing sufficient for service and fire flow to all properties within the River Hills Water User Service Area and meet static pressure requirements of NR811.
 - 8.7.2 Installation of water main from the initial point of service back to County Line Road with a boundary valve.
 - 8.7.3 Installation of water main from the initial point of service to the Village of Bayside

connection under I-43. Casing is required for the water infrastructure under the interstate crossing.

- 8.7.4 Mequon Water Utility approval of the design, technical specifications and construction plans prior to bidding.
- 8.7.5 Extended warranty requirements with a duration to be defined in the Water Services Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

CITY OF MEQUON

Andrew Nerbun, Mayor

Caroline Fochs, City Clerk

STATE OF WISCONSIN)
) ss.
OZAUKEE COUNTY)

Personally came before me this _____ day of January, 2023, the above-named Andrew Nerbun, Mayor and Caroline Fochs, City Clerk of the City of Mequon, to me known to be the persons who executed the foregoing document, and acknowledged the same.

Notary Public, State of Wisconsin
My Commission:_____

Approved as to Form:

Brian Sajdak
Mequon City Attorney

Attachment: Intergovernmental Agreement-Mequon and River Hills (RESOLUTION 4021 : River Hills - Request, IGA and WSA)

VILLAGE OF RIVER HILLS

Christopher B. Noyes, Village President

Tammy LaBorde, Village Manager

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally came before me this _____ day of January, 2023 the above-named Christopher B. Noyes, Village President and Tammy LaBorde, Village Manager of the Village of River Hills, to me known to be the persons who executed the foregoing document, and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____

Approved as to Form:

William Dineen
Village Attorney

Attachment: Intergovernmental Agreement-Mequon and River Hills (RESOLUTION 4021 : River Hills - Request, IGA and WSA)

Exhibit A

Map of Water User Service Area

DRAFT

Attachment: Intergovernmental Agreement-Mequon and River Hills (RESOLUTION 4021 : River Hills - Request, IGA and WSA)

RIVER HILLS WATER USER SERVICE AREA

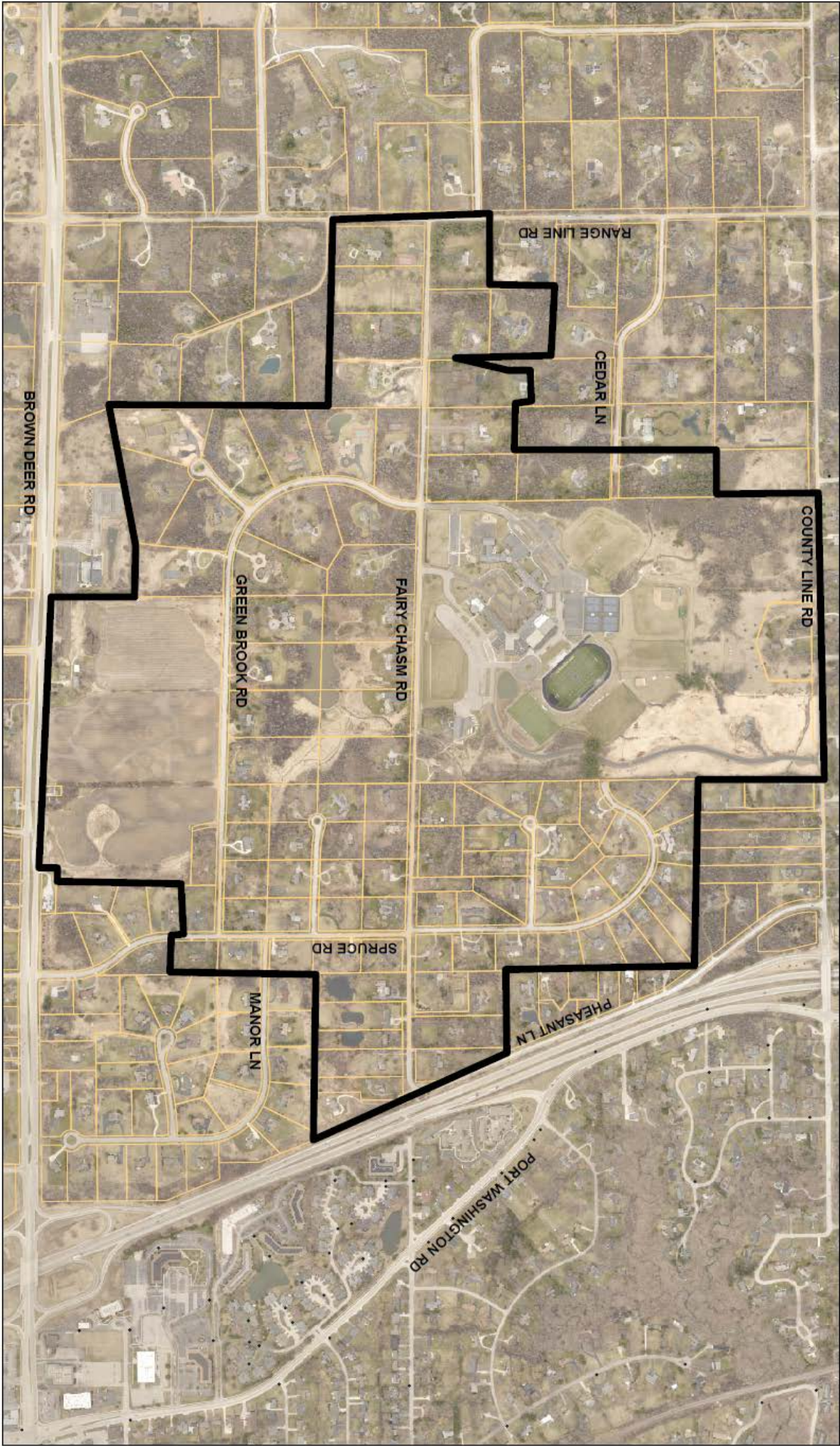


Exhibit B

List of parcels within the Water User Service Area

COUNT	TAX KEY	PARCEL KEY	ADDRESS
1	0238999002	023-8999-002	1065 W FAIRY CHASM RD
2	0158990000	015-8990	1100 W FAIRY CHASM RD
3	0238999001	023-8999-001	1125 W FAIRY CHASM RD
4	0158991000	015-8991	1130 W FAIRY CHASM RD
5	0158992002	015-8992-002	1150 W FAIRY CHASM RD
6	0238998000	023-8998	1155 W FAIRY CHASM RD
7	0238996000	023-8996	1165 W FAIRY CHASM RD
8	0238997000	023-8997	1175 W FAIRY CHASM RD
9	0238995000	023-8995	1215 W FAIRY CHASM RD
10	0158992001	015-8992-001	1220 W FAIRY CHASM RD
11	0249999002	024-9999-002	1355 W FAIRY CHASM RD
12	0140008000	014-0008	1400 W SPRUCE CT
13	0249998001	024-9998-001	1407 W FAIRY CHASM RD
14	0140001000	014-0001	1421 W SPRUCE CT
15	0149983000	014-9983	1430 W FAIRY CHASM RD
16	0249997001	024-9997-001	1447 W FAIRY CHASM RD
17	0249997003	024-9997-003	1447 W MANOR LN
18	0140010002	014-0010-002	1450 W SPRUCE CT
19	0149984004	014-9984-004	1455 W SPRUCE CT
20	0149984003	014-9984-003	1500 W FAIRY CHASM RD
21	0249997004	024-9997-004	1500 W GREEN BROOK RD
22	0249997002	024-9997-002	1500 W MANOR LN
23	0249996002	024-9996-002	1505 W FAIRY CHASM RD
24	0249992009	024-9992-009	1515 W GREEN BROOK RD
25	0240011000	024-0011	1520 W GREEN BROOK RD
26	0240007000	024-0007	1520 W MANOR LN
27	0240010000	024-0010	1525 W MANOR LN
28	0140013000	014-0013	1530 W CEDAR LN
29	0140010001	014-0010-001	1530 W SPRUCE CT
30	0149984002	014-9984-002	1535 W SPRUCE CT
31	0140005000	014-0005	1545 W CEDAR LN
32	0149985004	014-9985-004	1545 W SPRUCE CT
33	0140012000	014-0012	1550 W CEDAR LN
34	0149985006	014-9985-006	1555 W SPRUCE CT
35	0149985005	014-9985-005	1560 W SPRUCE CT
36	0140011000	014-0011	1600 W CEDAR LN
37	0149985001	014-9985-001	1600 W FAIRY CHASM RD
38	0140004000	014-0004	1615 W CEDAR LN
39	0241002000	024-1002	1620 W BROWN DEER RD
40	0240012000	024-0012	1630 W GREEN BROOK RD
41	0240008000	024-0008	1630 W MANOR LN
42	0240009000	024-0009	1635 W MANOR LN
43	0249996001	024-9996-001	1655 W FAIRY CHASM RD
44	0149989001	014-9989-001	1725 W COUNTY LINE RD

COUNT	TAX KEY	PARCEL KEY	ADDRESS
45	0249995003	024-9995-003	1725 W FAIRY CHASM RD
46	0249995004	024-9995-004	1740 W GREEN BROOK RD
47	0149989002	014-9989-002	1775 W COUNTY LINE RD
48	0241001000	024-1001	1820 W BROWN DEER RD
49	0149988002	014-9988-002	1900 W FAIRY CHASM RD
50	0240006000	024-0006	1900 W GREEN BROOK RD
51	0149988004	014-9988-004	1901 W COUNTY LINE RD
52	0240003000	024-0003	1901 W FAIRY CHASM RD
53	0149988003	014-9988-003	1907 W COUNTY LINE RD
54	0240002000	024-0002	1965 W FAIRY CHASM RD
55	0240005000	024-0005	1970 W GREEN BROOK RD
56	0240004000	024-0004	2000 W GREEN BROOK RD
57	0240001000	024-0001	2005 W FAIRY CHASM RD
58	0250001000	025-0001	2015 W FAIRY CHASM RD
59	0139980000	013-9980	2100 W FAIRY CHASM RD
60	0139999000	013-9999	2101 W COUNTY LINE RD
61	0139981002	013-9981-002	2200 W FAIRY CHASM RD
62	0139998000	013-9998	2210 W CEDAR LN
63	0250003000	025-0003	2245 W FAIRY CHASM RD
64	0139981005	013-9981-005	2277 W CEDAR LN
65	0139981003	013-9981-003	2300 W FAIRY CHASM RD
66	0139984000	013-9984	2400 W FAIRY CHASM RD
67	0259999005	025-9999-005	2405 W FAIRY CHASM RD
68	0259999006	025-9999-006	2485 W FAIRY CHASM RD
69	0139985000	013-9985	2500 W FAIRY CHASM RD
70	0259999003	025-9999-003	2515 W FAIRY CHASM RD
71	0139988000	013-9988	2640 W FAIRY CHASM RD
72	0139986000	013-9986	2650 W FAIRY CHASM RD
73	0250012000	025-0012	8975 N GREENBROOK RD
74	0250004000	025-0004	8980 N GREENBROOK RD
75	0249992013	024-9992-013	8980 N SPRUCE RD
76	0249992005	024-9992-005	8985 N SPRUCE RD
77	0249999001	024-9999-001	9020 N SPRUCE RD
78	0249998004	024-9998-004	9035 N SPRUCE RD
79	0249998003	024-9998-003	9075 N SPRUCE RD
80	0250010000	025-0010	9077 N GREENBROOK CT
81	0250011000	025-0011	9080 N GREENBROOK CT
82	0249999004	024-9999-004	9080 N SPRUCE RD
83	0250009000	025-0009	9081 N GREENBROOK CT
84	0250008000	025-0008	9085 N GREENBROOK CT
85	0250005000	025-0005	9090 N GREENBROOK RD
86	0250007000	025-0007	9117 N GREENBROOK RD
87	0249999003	024-9999-003	9130 N SPRUCE RD
88	0249998002	024-9998-002	9155 N SPRUCE RD
89	0250006000	025-0006	9167 N GREENBROOK RD
90	0259999002	025-9999-002	9170 N RANGE LINE RD
91	0250002000	025-0002	9190 N GREENBROOK RD
92	0140022000	014-0022	9220 N SPRUCE RD

COUNT	TAX KEY	PARCEL KEY	ADDRESS
93	0140003000	014-0003	9225 N SPRUCE RD
94	0140021000	014-0021	9250 N SPRUCE RD
95	0140002000	014-0002	9265 N SPRUCE RD
96	0140020000	014-0020	9310 N SPRUCE RD
97	0140019000	014-0019	9340 N SPRUCE RD
98	0140018000	014-0018	9360 N SPRUCE RD
99	0140007000	014-0007	9375 N SPRUCE RD
100	0140017000	014-0017	9400 N SPRUCE RD
101	0140016000	014-0016	9420 N SPRUCE RD
102	0140015000	014-0015	9440 N SPRUCE RD
103	0140006000	014-0006	9445 N SPRUCE RD
104	0140014000	014-0014	9460 N SPRUCE RD



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www.ci.mequon.wi.us

Office of City Attorney

TO: Common Council
FROM: Brian Sajdak, City Attorney
DATE: February 9, 2023
SUBJECT: Closed Session for City Administrator Performance Review

Background

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

Recommendation

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