



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
Regular Meeting
Tuesday, March 8, 2022 - 7:30 PM
or Immediately Following the
Sewer Utility District Commission Meeting
Christine Nuernberg Hall**

Amended Agenda

1) Call to Order

2) Pledge of Allegiance

3) Roll Call

4) Public Hearings: None.

5) Personal Appearances and Public Comment:

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

6) Public Officials' Reports:

- a) Mayor
- b) City Administrator

7) Consent Agenda:

- a) Common Council meeting minutes of February 8, 2022
- b) Economic Development Board meeting minutes of January 18, 2022
- c) Festivals Committee meeting minutes of January 19, 2022
- d) Finance-Personnel Committee meeting minutes of January 11, 2022
- e) Planning Commission meeting minutes of January 24, 2022
- f) Public Welfare Committee meeting minutes of January 11, 2022
- g) Zoning Enforcement and Site Compliance Report through February 28, 2022

- h) **RESOLUTION 3918** - A Resolution Designating Mequon, Wisconsin as a Bee City USA; **Recommendation Forthcoming by Public Welfare Committee March 8, 2022.**

8) Ordinances:

- 1) **ORDINANCE 2022-1617** - An Ordinance Amending Chapter 2, Article IX, Division 2 of the Mequon Municipal Code Related to the Membership of the Architectural Board; **Recommended by Public Welfare Committee January 11, 2022; First Reading at Common Council February 8, 2022.**
- 2) **ORDINANCE 2022-1618** - An Ordinance Creating Section 10-26 of the Mequon Municipal Code, Related to Residential Swimming Pools; **Recommendation Forthcoming by Public Welfare Committee February 8, 2022; First Reading at Common Council February 8, 2022.**
- 3) **ORDINANCE 2022-1619** - An Ordinance Amending Chapter 30, Article V of the Mequon Municipal Code Related to Outdoor Burning; **Recommended by Public Welfare Committee January 11, 2022; First Reading at Common Council February 8, 2022.**

9) Resolutions:

- a) **RESOLUTION 3920** - A Resolution Awarding the Sale of \$9,620,000** General Obligation Promissory Notes Series 2022A; Providing the Form of the Notes; and Levying a Tax in Connection Therewith (**Dollar Amount is Preliminary and Subject to Change at the Meeting); **Recommendation Forthcoming by Finance-Personnel Committee March 8, 2022.**
- b) **RESOLUTION 3921** - A Resolution Approving the First Amendment to a Lease Agreement with United States Cellular Operating Company LLC, in Connection with Installation of Additional Telecommunications Equipment on the City's Water Tower Located Along North Weston Drive; **Recommendation Forthcoming by Finance-Personnel Committee March 8, 2022.**
- c) **RESOLUTION 3922** - A Resolution Approving a Second Amendment to the Cell Tower License Agreement with United States Cellular LLC Extending the License Term at 11830 North Port Washington Road Through 2047. **Recommendation Forthcoming by Finance-Personnel Committee March 8, 2022.**
- d) **RESOLUTION 3923** - A Resolution Authorizing a Fifth Amendment to the Employment Agreement Between the City of Mequon and William H. Jones, Jr.; **Recommendation Forthcoming by Finance-Personnel Committee March 8, 2022.**
- e) **RESOLUTION 3917** - A Resolution Approving a Third Amendment to the Development Agreement for the Town Center Master Planned Mixed-Use Development for Foxtown Center, LLC; **Tabled by Finance-Personnel Committee February 8, 2022; Tabled by Common Council February 8, 2022; Recommendation Forthcoming by Finance-Personnel Committee March 8, 2022.**

- f) **RESOLUTION 3924** - A Resolution Approving a Revolving Fund Loan in the Amount of \$100,000 for Mind+ Neurology, a Medical Clinic, Located at 12200 Corporate Parkway; **Recommended by Economic Development Board February 24, 2022; Further Recommendation Forthcoming by Finance & Personnel Committee March 8, 2022.**
- g) **RESOLUTION 3912** - A Resolution Approving a First Amendment to the Special Event Agreement for Annual Gathering on the Green Festivities in Rotary Park; **Recommended by Park and Open Space Board January 19, 2022; Further Recommendation Forthcoming by Public Works Committee March 8, 2022.**
- h) **RESOLUTION 3919** - A Resolution Authorizing Receipt of Infrastructure Improvements and Execution of a Dedication Agreement with Thiensville-Mequon Youth Baseball Association for Fencing Improvements at River Barn Park; **Recommended by Park and Open Space Board February 16, 2022; Further Recommendation Forthcoming by Public Works Committee March 8, 2022.**
- i) **RESOLUTION 3925** - A Resolution Approving the Purchase of a Replacement Plow Truck from Lakeside International Trucks, West Bend, Wisconsin for \$213,329, Engine and Aftertreatment 5-year Warranty for \$2,200, and Additional Components for \$3,500 for a Total Cost of \$219,029. The Resolution also Approves the Purchase of a Replacement Mower from Mid-State Equipment, Jackson, Wisconsin for a Total Cost of \$40,340.69; **Recommendation Forthcoming by Public Works Committee March 8, 2022.**
- j) **RESOLUTION 3926** - A Resolution Supporting the M-T Trails Foundation, Inc. Application for a Wisconsin Department of Transportation (WisDOT) Transportation Alternatives Program (TAP) Grant and Pending Memorandum of Understanding/Donation Agreement for an Off Road Path on Highland Road from the Ozaukee Interurban Trail to Rotary Park; **Recommended by Joint Mequon-Thiensville Bike and Pedestrian Way Commission March 2, 2022; Further Recommendation Forthcoming by Public Works Committee March 8, 2022.**
- k) **RESOLUTION 3927** - A Resolution Awarding the 2022 Road Improvements Contract to Payne & Dolan, of Jackson, WI, in the Amount of \$2,675,000; **Recommendation Forthcoming by Public Works Committee March 8, 2022**
- l) **RESOLUTION 3928** - A Resolution Awarding the 2022 Crack Sealing Contract to National Industrial Maintenance of East Chicago, Indiana in an Amount Not-to-Exceed \$73,000; **Recommendation Forthcoming by Public Works Committee, March 8, 2022.**
- m) **RESOLUTION 3929** - A Resolution Awarding the 2022 GSB-88 Bituminous Seal Contract to Fahrner Asphalt Sealers, of Waunakee, WI in an Amount Not-to-Exceed \$305,000; **Recommendation Forthcoming from Public Works Committee March 8, 2022.**
- n) **RESOLUTION 3930** - A Resolution Awarding a Contract for the Repair of Five Sewer Laterals in Cedarburg Road / STH 57 to Genesis Excavators, Inc., Kenosha, Wisconsin in the Amount of \$87,349; **Recommendation Forthcoming by Sewer Utility District Commission March 8, 2022.**

- o) **RESOLUTION 3931** - A Resolution Approving Award of a Contract to Clean and Televis 176 Sanitary Building Sewer Laterals in the Lac du Cours Subdivision to Great Lakes TV Seal, Inc., Green Bay, Wisconsin in the Amount of \$108,158; **Recommendation Forthcoming by Sewer Utility District Commission March 8, 2022.**
- p) **RESOLUTION 3932** - A Resolution Awarding a Contract for the Cleaning and Examination of Sanitary Sewer Mains on Mequon Road Between Parkview Drive and Port Washington Road to Northern Pipe, Inc., Green Bay, Wisconsin in the Amount of \$37,485; **Recommendation Forthcoming by Sewer Utility District Commission March 8, 2022.**
- q) **RESOLUTION 3933** - A Resolution Approving a Memorandum of Understanding Between the City of Mequon, the Village of Thiensville, the City of Cedarburg and the Town of Cedarburg in Connection with Fire & EMS Department Consolidation; **Recommendation Forthcoming by Committee of the Whole March 8, 2022.**

10) Specified Unfinished Business From Prior Meetings: None.

11) Specified New Business: None.

12) Adjourn

Dated: March 3, 2022

/s/ John Wirth, Mayor

.....
 Notice is hereby given that a quorum of other governmental bodies may be present at this meeting to present, discuss and/or gather information about a subject over which they have decision-making responsibility, although they will not take formal action thereto at this meeting. Persons with disabilities requiring accommodations for attendance at this meeting should contact the City Clerk's Office at 262-236-2914, twenty-four (24) hours in advance of the meeting. Any questions regarding this agenda may be directed to the City Clerk's Office at 262-236-2914, Monday through Friday, 8:00 AM – 4:30 PM



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**COMMON COUNCIL
Regular Meeting
Tuesday, February 8, 2022 - 7:30 PM
or Immediately Following the
Committee of the Whole
Christine Nuernberg Hall**

Minutes

1) Call to Order

Mayor Wirth called the meeting to order at 7:57 PM.

2) Pledge of Allegiance

3) Roll Call

Present:

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

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

4) Public Hearings: None.

5) Personal Appearances and Public Comment: None.

Attachment: 02-08-22_Draft CC_minutes (7100 : Common Council meeting minutes of February 8, 2022)

6) Public Officials' Reports:

- a) Mayor: Mayor Wirth reported that on February 9, 2022 at 1:00 pm there will be a meeting at the Thiensville Village Hall a meeting to further discuss a potential joint fire department. He will report back to the Council. Also, on February 11, 2022 starting at 8:30 am at the North Shore Country Club, City Staff and the Council will be meeting all day for a Strategic Planning Workshop. This is open to the public.
- b) City Administrator: City Administrator Jones reported that the I-43 expansion project will be starting in a couple weeks. The Highland Road bridge and the County Line Road/Port Washington Road bridge will be closing for construction of the interchange. Updates are available on WisDOT's 511 website. Also, there will be a Spring Primary on Tuesday, February 15th which includes only the school board race. Polls are open from 7:00 am to 8:00 pm and early voting will end on Friday, February 11th at City Hall. Lastly, the Fire Department is recruiting for three (3) full time paramedic positions. Applications and job descriptions can be found on the City website under Job Openings.

7) Consent Agenda:

- a) Common Council meeting minutes of January 11, 2022.
- b) Architectural Review Board meeting minutes of December 13, 2021.
- c) Economic Development Board meeting minutes of November 16, 2021.
- d) Festivals Committee meeting minutes of December 8, 2021.
- e) Finance-Personnel Committee meeting minutes of December 14, 2021.
- f) Joint Mequon-Thiensville Bike and Pedestrian Way Commission meeting minutes of October 14, 2021.
- g) Mequon Municipal Water Utility Commission meeting minutes of December 14, 2021.
- h) Park and Open Space Board meeting minutes of November 17, 2021.
- i) Planning Commission meeting minutes of December 13, 2021.
- j) Public Welfare Committee meeting minutes of December 14, 2021.
- k) Sewer Utility District Commission meeting minutes of December 14, 2021.
- l) 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 2022-1617** - An Ordinance Amending Chapter 2, Article IX, Division 2 of the Mequon Municipal Code Related to the Membership of the Architectural Board.

RESULT: First Reading

- 2) **ORDINANCE 2022-1618** - An Ordinance Creating Section 10-26 of the Mequon Municipal Code, Related to Residential Swimming Pools.

RESULT: First Reading

- 3) **ORDINANCE 2022-1619** - An Ordinance Amending Chapter 30, Article V of the Mequon Municipal Code Related to Outdoor Burning.

RESULT: **First Reading**

Motion to approve the Consent Agenda Items A-K.

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

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

8) Ordinances:

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

Motion to remove **ORDINANCE 2021-1616** from the table.

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

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

The Committee of the Whole recommended the primary **ORDINANCE 2021-1616** without Item G, Free Area.

Motion to approve **ORDINANCE 2021-1616** as amended by Committee of the Whole.

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

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

Motion to approve **ORDINANCE 2021-1616**, Item e(1)(g) as amended by the Committee of the Whole.

RESULT: **Approved by Roll Call Vote [6 to 2]**
MOVED BY: Alderman Mayr
SECONDED BY: Alderman Gierl

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

This ordinance will go into effect the day after publication.

9) Resolutions:

- a) **RESOLUTION 3913** - A Resolution Authorizing the Borrowing of Not-to-Exceed \$9,620,000; and Providing for the Issuance and Sale of General Obligation Promissory Notes Therefor.

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

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

- b) **RESOLUTION 3914** - A Resolution Ratifying the City of Mequon's COVID-19 Emergency Medical Leave Policy Between January 1 - March 31, 2022.

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

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

- c) **RESOLUTION 3915** - A Resolution Authorizing Execution of a Contract for Network Upgrades with Office Technology Group, Milwaukee, Wisconsin for a Not-to-Exceed Cost of \$43,866.

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

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

- d) **RESOLUTION 3916** - A Resolution Authorizing a Town Center TID No. 3 Incentive with P2 Development, in Connection with Construction of a Planned Unit Development Located at 11040 and 11110 North Buntrock Avenue.

Community Development Director Tollefson confirmed the total incentive amount was \$247,500 which will reimburse the developer for cleanup of the property and demolition.

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

SECONDED BY: Alderman Nerbun

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

- e) **RESOLUTION 3917** - A Resolution Approving a Third Amendment to the Development Agreement for the Town Center Master Planned Mixed-Use Development for Foxtown Center, LLC, Allowing for Infrastructure Improvements and a Town Center TIF Incentive of \$4.95M for a \$51M Development.

Mayor Wirth explained that this is a one-month, no-cost extension so that staff and the developer can continue to work out the details of the Town Center infrastructure improvements.

Motion to extend the deadline of **RESOLUTION 3917** one month until the March 2022 Common Council meeting.

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

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

Motion to table **RESOLUTION 3917**.

RESULT: Tabled [Unanimous]
MOVED BY: Alderman Strzelczyk
SECONDED BY: Alderman Hansher

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

10) Specified Unfinished Business From Prior Meetings: None.

11) Specified New Business: None.

12) Potential Closed Sessions:

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

Motion to go into Closed Session to discuss the personnel evaluation of the City Attorney.

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

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

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

Motion to go into Closed Session to discuss the personnel evaluation of the City Administrator.

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

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

13) Adjourn

There was a motion and a second to adjourn at 9:20 PM.

Respectfully Submitted,
Deputy Clerk
 Kathy Andrykowski



11333 N. Cedarburg Road
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ECONOMIC DEVELOPMENT BOARD
Tuesday, January 18, 2022
8:00 AM
Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Present:

Chair Timothy Carr
Alderman Brian Parrish
Board Member James Baka
Board Member Dennis Engel
Board Member Tracy Johnson
Board Member Michael Kramer
Board Member Jeff McLean
Board Member Bruce Sipiora
Board Member Daniel Gannon -- **Absent**
Board Member Andrew Petzold -- **Absent**

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

2) Approval of Meeting Minutes from November 16, 2021

Action

Board Member Baka made a motion to approve the November 16, 2021, meeting minutes.
Board Member McClean seconded the motion.
A voice vote taken; vote passed (7-0)

3) P2 Development Company, LLC application for a Town Center TID No. 3 Incentive

1. P2 Development Company, LLC application for a Town Center TID No. 3 Incentive for the properties located at 11040 & 11110-11112 N. Buntrock Avenue.

Dir. Tollefson stated that Bob Bach, RLF applicant, has received zoning approvals for the two parcels through the Common Council process for a town house development on Buntrock Avenue, immediately south of the Artesa apartment building. This includes the combination of two non-conforming sites, which are both underutilized and underperforming as well as non-conforming to the new zoning districts. The application requires building and site plan approval through the Planning Commission process, but it is preferred that a request for incentive happens prior to other approvals.

She explained that the Fast-Track Formula is being applied for in the Town Center district which requires that the new development value is above and beyond the current value by \$3M or more. The Development Agreement (“DA”) will be structured to ensure that it never drops below that threshold. The Fast-Track Formula intent is to reimburse the developer for demolition of the existing improvements on the property; any clean up that needs to be done on the site. Within the formula the reimbursement is for the base improvement value that is being removed, the cleanup and demolition of the property with the intent of getting it back to green field state. A 5% bonus is built into the formula as well.

At this time, the eligible estimated expenditures that can be made are just over \$700,000. These are estimates and the DA also requires the developer to submit the final invoices, the final costs and to true those numbers up before any reimbursement of dollars. The project must be constructed, and taxes must be paid that first next year before any money is reimbursed. There is very little risk to the city to the incentive.

The new estimated value for the proposed project is approximately \$6.7M and the 5% incentive built into the formula would be just over a total of \$320,000 for a total of \$1M reimbursement through the incentive process.

Typically, a split in the new tax increment has been negotiated in the Town Center. The reason that 100% is not offered in the Town Center is because the City borrowed about \$7M when the TIF was first created and some of the funds need to be captured to pay down the debt. The splits are usually 60/40 or 70/30. Due to the timing of the TIF closing in 2028, there is not enough time left in the payment structure to be able to reimburse this developer for this project fully regardless of the split ratio.

Staff asked Ehlers to showcase the impacts of the project would be (packet page 2). The net result of offering an approval for the Fast Track incentive at a 60/40 split and forgoing the 5% incentive, show that the City would gain approximately \$164,000 of increased capital to be able to use for public improvements in the neighborhood. Benefits of the project:

- Removal of two non-conforming uses and 5 non-conforming structures.
- Consolidating two under-performing lots.
- Tax revenue increase of 167% for the 2 combined parcels.
- Developer will receive about 35% of the eligible 100% of their reimbursement and the developer has agreed to forgo the 5% bonus incentive.

This request will go forward to the Common Council for review at their February 8th meeting.

The applicant, Bob Bach, stated that some elevated spots of contamination were found on the site along with some abandoned wells. All the buildings located on these parcels are currently vacant.

The subject of current occupancies of the existing apartment buildings in that area was discussed and Mr. Bach provided the following feedback:

- Artesa 97%
- The Reserve 98%
- The West House 98%
- Spur 16 similar occupancy

He explained there is demand for these housing developments. The range of the rents will be about \$200 more than the apartment buildings due to the private attached garage, private front door and private patio.

Rental Rates:

- 2 Bedrooms \$2,500 - \$2,600
- 3 Bedrooms \$2,700 - \$2,800

He explained there will be many amenities included in the individual townhomes as well as a community room that will provide a large social gathering area, outside party deck with firepits and a gazebo, sauna and steam room, workout room and a game room. The residents will be allowed to use some of the amenities at The West House; like the swimming pool and social gatherings as it is directly west of this development. There will be a connecting walkway which will create a sense of a greater community. There will be some on street parking spaces along Buntrock Avenue as well as the sidewalk will be extended south in front of this development.

Staff explained that the Common Council made a change to the code not allowing any stacked housing and that every residential unit must have 1st floor access.

Mr. Bach explained that the incentive will help with some of the costs of the demolition and remediation of the site. He stated there is no risk to the TIF as they do not receive the incentive until the project is complete and they have paid taxes.

Staff recommends approval of the incentive request for \$247,521 as the Planning Commission and the Common Council have approved the PUD. The developer still needs to get building and site plan approvals.

Ald. Parrish stated he is supportive of the approval of this incentive since no variances were requested, the Council approved the zoning request, the project is compliant with the code requirements and there is no financial risk to the city.

Motion

Board Member Johnson made a motion to approve the incentive request and forward the recommendation to the Common Council.

Board Member Baka seconded the motion.

A voice vote was taken; vote passed (7-1) (No: Sipiora)

4) 2022 Work Program

Dir. Tollefson stated that the 2022 Work Program was included in the board packet and is open for discussion. She reminded the Board that they had previously ranked the objectives

to be accomplished.

She reported that it has been difficult to get a response regarding obtaining a Star Report from the hotel consultant that previously spoke to the Board. There was discussion of other methods of obtaining this report. The Board discussed their opinions about whether Mequon needs another hotel and if there is enough demand. The Board would like to be educated about the economic impacts of a possible new hotel in the community.

Regarding the beautification efforts along Port Washington Road, Asst. Dir. Zader stated that the Ad Hoc Design Committee is working on this issue and staff will soon issue an SOQ for a design consultant. The plan is to construct these efforts in the fall. Staff needs to work with Ozaukee County as they have jurisdiction there, and the Council needs to approve these efforts as well. There is a concern about the long-term maintenance of improvements as well as working with the mayor's adopt-a-median program. Both the EDB and Ad Hoc Committee has communicated that this is a priority item to achieve.

There is an internal committee of staff that is working to make improvements to the city website. Dir. Tollefson is hoping for some improvements to the EDB page to make it more user friendly.

The marketing brochure has been postponed until the TIF policy discussion is completed as well as the high priority sites identified, although they may not be identified in a proposed marketing piece. Dir. Tollefson stated that it will be a one-page snapshot of all incentives available.

Chairman Carr stated that EDB would like to host a fall event. One idea is to host developers to highlight the new incentives that will be available. He encouraged the Board to begin brainstorming about ideas for this event. The Board suggested that testimonials would be a great addition to an event.

There was some discussion about connecting with M7 and the Board suggested that a representative speak to the Board about what businesses are looking for when deciding where to establish their businesses.

5) Staff Updates

Dir. Tollefson stated that there are two new proposed residential subdivisions:

1. Residential neighborhood immediately west of the new Ascension building at Port Washington Road and Highland Road. There will be approximately 30 lots and there are exceptions needed there.
2. Miller Marriott is proposing a residential single-family development (including side-by-sides and duplexes) south of Donges Bay, west of Baehr Road. They had a consultation with the Council and the project received mixed review. The zoning needs to be changed from Industrial to Residential. The proposal has since been revised and is expected to be in front of the Planning Commission in the next month or so.

Asst. Dir. Zader stated that he met with Pointe Realty and they are proposing a residential development of 80-single family homes on 80-acres between Huntington Park, west of the Mequon Nature Preserve. They are currently outside the sewer boundary and would possibly request a sewer service amendment. He believes that development will be more controversial with the surrounding neighbors who want to keep that area vacant.

He stated there may be a RLF that comes forward, although there has not been an application yet. The business would be in one of the new buildings on Corporate Parkway.

Dir. Tollefson stated that the sign code is in a review process and many changes will be coming forward.

6) Announcements

The next meeting is Tuesday, February 22, 2022, at 8:00 a.m.

7) Adjourn

Motion

Board Member Baka made a motion to adjourn the meeting.

Board Member Engel seconded the motion.

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

The meeting concluded at 9:25 a.m.

Respectfully Submitted,

Kim Tollefson

Director of Community Development



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

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FESTIVALS COMMITTEE
Wednesday, January 19, 2022
6:30 PM
North Conference Room

Minutes

1) Call to Order, Roll Call

Present:

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

Also Present: Executive Assistant Enea

2) Approval of Meeting Minutes

a. Dec. Meeting Minutes

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

MOVED BY: Committee Member White

SECONDED BY: Committee Member Hohn

AYES: Nerbun, Hildebrand, Hohn, McLean, White

ABSENT: Fussell, Johnson, Liljegren, Luchins

3) Winter Wonderland

A thank you letter was received from Family Sharing for Winter Wonderland's donation of 75 lbs of food and \$43 in cash. The Committee agreed to promote that more next year and to get the barrel ahead of time. The Committee then discussed the idea of collaborating with Thiensville next year to do a Christmas tree/Menorah lighting in front of the library. The Committee agreed to invite them to a meeting.

4) 2021 and 2022 Budgets

a. 2021 Final Budget

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

MOVED BY: Committee Member Hildebrand
SECONDED BY: Nerbun

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

b. 2022 Budget

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

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

5) Meeting dates for 2022

a. 2022 Meeting Dates

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

6) Taste of Mequon Prep

A. Inquiries received

One food and beverage inquiry had been received from That Taco Guy and another music act inquiry from Brett Newski & the No tomorrow.

B. Sponsors

The Committee agreed to solicit sponsors earlier this year. Committee Chair Nerbun and Executive Assistant will go through the list of previous sponsors before the next meeting.

C. Music

Committee Member Liljegren was not at the meeting but expressed interest in facilitating the bands again. The Committee agreed to assign that duty to her.

D. Vendor Application

The Committee talked about modifying the language on the artist application to be Juried. It was also discussed if there should be a charge for power and if the artist should provide pictures of their product(s). Committee Member White and Executive Assistant will work on the application and get it posted to the website. Committee Member White requested help from everyone with generating interest in the Facebook posts. If anyone would like to checkout a Festivals binder, contact Executive Assistant Enea. Committee Member Hohn would like to work on volunteer recruitment and the welcome station.

7) Next Meeting Date and Time

A. Wednesday, February 16 at 6:30 P.M.

8) Adjourn

Committee Assistant Chair Hildebrand moved to adjourn at 7:28 PM and Committee Member McLean seconded.

Respectfully Submitted,

Carrie Enea
Executive Assistant



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Office of the City Administrator

FINANCE-PERSONNEL COMMITTEE

Tuesday, January 11, 2022

6:30 PM

North Conference Room

Minutes

1) Call to Order, Roll Call

Present:

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

Also present: William Jones, City Administrator, Jennifer Engroff, Finance Director and Marie Keyser, Assistant to the Finance Director.

2) Approve Meeting Minutes

a. December 14, 2021 Finance-Personnel Meeting Minutes

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

Moved BY: Alderman Strzelczyk

SECONDED BY: Alderman Hansher

AYES: Hansher, Bushee, Strzelczyk

3) Vouchers for payment

a. December 2021 Voucher Approval List

Alderman Bushee asked if there was a report that did not encompass so many pages of vouchers, only the more "substantial" amounts. Finance Director Engroff stated she understood and will look into it.

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

Moved BY: Alderman Strzelczyk

SECONDED BY: Alderman Bushee

AYES: Hansher, Bushee, Strzelczyk

4) Information Items

a. Finance & Personnel Work Plan

5) Adjourn

Attachment: Finance-Personnel minutes 01-11-22 (7091 : Finance-Personnel Committee meeting minutes of January 11, 2022)

A motion to adjourn was made at 6:33 PM by Alderman Hansher, seconded by Alderman Strzelczyk. All voted in favor "aye."

Respectfully Submitted,

Marie Keyser
Assistant to the Finance Director



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Department of Community Development
Taped and Televised

PLANNING COMMISSION
Regular Meeting
Monday, January 24, 2022
6:00 PM
Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Present:

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

Chairman Wirth called the meeting to order at 6:00 p.m.

2) Approval of Meeting Minutes from December 13, 2021

Action

Commissioner Stoker made a motion to approve the meeting minutes from December 13, 2021.

Commissioner Lemke seconded the motion.

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

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

3) Regular Business

- a) Christian Life Center, Inc. The applicant is seeking certified survey map approval to combine two parcels into 1-lot for the properties located at 2803 & 2909 W. Mequon Road.

Planner Vang stated that the request is for a parcel combination to combine two parcels into a newly created lot. The new lot will be split zoning; the vacant piece is zoned R-3, and the current church site is zoned IPS. She explained that it is not uncommon to have split-zone lots. A condition was added that requires that all the uses on the site must conform with the underlying zoning district.

Action

Alderman Strzelczyk made a motion to approve the CSM.

Commissioner Bach seconded the motion.

A roll call vote was taken; vote passed (7-0)

RESULT:	APPROVED [7 TO 0]
MOVER:	Robert Strzelczyk, Alderman
SECONDER:	Greg Bach, Alternate
AYES:	Wirth, Strzelczyk, Bach, Gentges, Hawley, Lemke, Stoker
ABSENT:	Choren, J. Schaefer, R. chaefer

- b) Eric Rohs for Crossroads Presbyterian Church. The applicant is seeking sign waiver approval for three directional signs at 7 square feet each, which exceeds the size allowed by code, for the property located at 6031 W. Chapel Hill Road.

Planner Vang stated the request is for 7 sq. ft. directional signs. The code allows that directional signs be no greater than 3 sq. ft. and 4 feet in height. The proposal does meet the height requirement, but the applicant is requesting an increase in sign size. Based on the site layout, staff is supportive of the requested proposal. The site has 2 separate parking lots and 4 separate entrances into the site. Each of the proposed directional signs will be located at 3 entrances into the site and the main entrance will have the permitted free-standing sign. Planning Commission has approved larger directional signs in the past for sites with multiple parking lots. Staff recommends approval of the 7-foot directional signs with the condition that the site is not permitted their second free-standing sign. Approval is also recommended due to the parking lot configuration and the elimination of the secondary sign. Setbacks will meet all the requirements of the new sign code.

Action

Commissioner Stoker made a motion to approve the proposed directional signs based on the conditions in the staff report.

Commissioner Lemke seconded the motion.

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

4) Announcements

The next meeting is Monday, February 28, 2022, at 6:00 p.m.

5) Adjourn**Action**

Commissioner Stoker made a motion to adjourn the meeting.

Commissioner Lemke seconded the motion.

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

Respectfully Submitted,

Jac Zader



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Office of the City Administrator

PUBLIC WELFARE COMMITTEE

Tuesday, January 11, 2022

5:30 PM

Lower Conference Room

Minutes

1) Call to Order, Roll Call

Committee Chair Gierl reminded those in attendance to follow the rules, raise your hand when wanting to speak, and to limit comments to 5 minutes to ensure a smooth and efficient meeting.

Present:

Chair Mark Gierl
Alderman Glenn Bushee
Alderman Kathleen Schneider

Also Present: Assistant City Administrator Schoenemann, City Attorney Sajdak, Fire Chief Bialk, Deputy Fire Chief Zellmann, Battalion Chief Boettcher, Assistant Community Development Director Zader, Building Inspections Supervisor Hadley, Alderman Mayr, Executive Assistant Enea, and Resident Amber Schroeder.

2) Approval of Meeting Minutes

a. December Meeting Minutes

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

MOVED BY: Alderman Schneider

SECONDED BY: Alderman Bushee

AYES: Gierl, Bushee, Schneider

3) Ordinances

Action requested: review and recommend approval

a. Pool Fence

City Attorney Sajdak provided the Committee with a new version due to some language changes. He pointed out where the changes had been made. Committee Chair Gierl then shared his research on the topic of pool covers and stated how the state statute existed before this new technology and that forward thinking communities have been updating their codes accordingly. He named numerous positives for pool covers and believed enforcement of the new ordinance could continue to be complaint-driven as pool gates that do not close are. He does not believe in maintaining the status quo and wants to make things better for residents. Alderwoman Schneider stated that several residents are worried about fencing requirements

going away because of the protection they offer to children. She inquired about the manpower needed for enforcement. Pools are inspected when they are put in, but will the City need to keep a record of every pool in Mequon? Assistant Community Development Director Zader stated that depending on when complaints are received, the enforcement officer might not get there until the next day. Also, some insurance companies will not write a policy for a pool without a fence. A discussion regarding enforceable language then ensued and the topics discussed were how far away a person supervising needed to be, what age the person supervising should be, and when the pool cover needed to be closed if not in use. Committee Chair Gierl requested City Attorney Sajdak work on the language for February's meeting and place the ordinance on the Council's agenda for the first reading.

b. Review of City of Mequon Burning Ordinance

Fire Chief Bialk began the conversation regarding the Mequon Burning Ordinance by stating that it was created a long time ago to deal with open burning. He then turned over the conversation to Battalion Chief Boettcher who had researched other area ordinances on the topic. The Fire Department presented an updated ordinance with grills being allowed at 10 feet from a structure and patio hearths/outdoor fireplaces to be allowed at 20 feet from a structure. The Committee decided to change the Fire Department's camp fire suggestion of 3 feet to 4 feet since fire pits that can be purchased have a standard size of 4 feet.

RESULT: **Approved as Amended [Unanimous]**

MOVED BY: Alderman Schneider

SECONDED BY: Alderman Bushee

AYES:	Gierl, Bushee, Schneider
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4) Discussion Items

a. Architectural Board Membership

The Architectural Board currently has 23 members. It was recommended by Mayor Wirth and Community Director Tollefson to decrease it to 7 members and 2 alternates. No more than 2 members can be from the same aldermanic district. The Committee voted on this change. Staff will come back for further discussion on other changes.

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

MOVED BY: Alderman Schneider

SECONDED BY: Alderman Gierl

AYES:	Gierl, Bushee, Schneider
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5) Information Items

a. Work Calendar

Next month, pool fencing will be further discussed.

6) Next Meeting Date and Time

February 8, 2022 at 5:30 P.M.

7) Adjourn

Alderman moved to adjourn at 6:43 P.M. and Committee Chair Gierl seconded.

Respectfully Submitted,

Carrie Enea
Executive Assistant

	A	B	C	D	E	F	G	I	J	K	L
1				CODE ENFORCEMENT SUMMARY							
2											
3	0					OTC	REQUIREMENT	COURT DATE	COMMENTS	ACTIVE	KEY
4	DIST.	PARCEL #	ADDRESS	OWNER	VIOLATION TYPE/COMPLAINT	ISSUED	DATE		(See Key Column)	YES/NO	
5	8	151050504000	10843 N PEBBLE LANE	ABBAS OR FATIMA ALI	YARD WASTE LEAVES AND BRANCHES	1/21/2022	6/1/2022			YES	1 COMPLIANCE ACHIEVED
6		140341500100	6110-6112 W COUNTY LINE ROAD	JEFFERY KRETZ	PARKING	12/1/2021	12/15/2021		4		2 COMPLIANCE DATE NOT MET
7	1	140300600500	12323 W MEQUON ROAD	JONATHON SCHOTTE	PARKING	10/21/2021	11/4/2021		1	YES	3 WAITING ON REPLY
8	3	140221000600	11512 N WAUWATOSA ROAD	RICK OR PATRICIA FREYMUTH	TEMPORARY STRUCTURE	10/22/2021	11/5/2021		4	YES	4 EXTENSION GRANTED
9	4	EXEMPT	110010 N BUNTROCK AVENUE	WILSON SCHOOL	ELECTRONIC MESSAGE SIGN ILLUMINATION	12/8/2021	12/17/2021		1	NO	5 ISSUED TO CITY ATTORNEY OFFICE
10	1	141550010000	13760 N BONNIWELL COURT	GALINA OR MISHA SHEPSHELEVICH	PARKING	ONGOING	ONGOING	NOT SET	#5, CIRCUIT COURT	YES	6 SCHEDULED COURT DATE
11	3	RENTAL	6200 W MEQUON ROAD	ST PAULS FISH	BANNER/SIGNS	11/17/2021	11/20/2021		1	NO	7 COURT RULING
12	2	140820648000	2916 W SHOLES DRIVE	DAVID OR ELIZABETH SANDE	HOME BUSINESS	11/22/2021	12/5/2021		1	NO	8 PRETRIAL DATE
13	1	141550011000	13702 N BONNIWELL COURT	MICHAEL OR SHELLEY OLSON	PARKING	11/22/2021	11/5/2021		1	NO	9 TRIAL DATE
14	4	140270101200	10910 INDUSTRIAL DRIVE	SUPER STEEL LLC	BANNER/SIGNS	11/17/2021	11/20/2021		1	NO	10 FINAL RULING
15	8	RENTAL	10042 N PORT WASHINGTON ROAD	NEARLY NEW CONSIGNMENT SHOP	BANNER	11/17/2021	11/20/2021		1	NO	11 ALTERNATE PROCEDURE
16	4	RENTAL	11035 INDUSTRIAL DRIVE	CENTRAL BARK	BANNER/SIGNS	11/17/2021	11/20/2021		1	NO	
17	5	EXEMPT	13460 N PORT WASHINGTON ROAD	CHRIST CHURCH	BANNER	11/17/2021	11/20/2021		1	NO	
18	4	140340500100	6809 W DONGES BAY ROAD	MEQUON LAWN AND GARDEN	BANNER	11/17/2021	11/20/2021		1	NO	
19	6	150191301600	11357 N PORT WASHINGTON ROAD	KOHLER CREDIT UNION	FLAG	11/17/2021	11/20/2021		1	NO	
20	8	RENTAL	11018 N PORT WASHINGTON ROAD	MATHNASIUM	BANNER	11/17/2021	11/20/2021		1	NO	
21	5	150201001800	11522 N PORT WASHINGTON ROAD	SHELL GAS STATION	BANNER	11/17/2021	11/20/2021		1	NO	
22	6	RENTAL	10945 N PORT WASHINGTON ROAD	SPINE PAIN DIAGNOSTICS ASSOCIATES SUITE 101	BANNER	11/17/2021	11/20/2021		1	NO	
23	8	RENTAL	10930 N PORT WASHINGTON ROAD	SENDIK'S	BANNER	11/17/2021	11/20/2021		1	NO	
24	6	RENTAL	10945 N PORT WASHINGTON ROAD	WISCONSIN RADIOLOGY SPECIALISTS	BANNER	11/17/2021	11/20/2021		1	NO	
25	8	RENTAL	10984 N PORT WASHINGTON ROAD	MARSHALLS	BANNER/SIGNS	11/17/2021	11/20/2021		1	NO	
26	8	RENTAL	10526 N PORT WASHINGTON ROAD	DERIAH BOUTIQUE	BANNER	11/17/2021	11/20/2021		1	NO	
27	6	RENTAL	10501 N PORT WASHINGTON ROAD	ALLSTATE INSURANCE	FLAG	11/17/2021	11/20/2021		1	NO	
28	8	RENTAL	10916 N PORT WASHINGTON ROAD	ELITE NUTRITION	BANNER	11/17/2021	11/20/2021		1	NO	
29	6	RENTAL	11649 N PORT WASHINGTON ROAD	MEQUON SMILE DESIGN	BANNER	11/17/2021	11/20/2021		1	NO	
30	6	RENTAL	11042 N PORT WASHINGTON ROAD	X GOLF MEQUON	FLAG	11/17/2021	11/20/2021		1	NO	
31	8	150290600200	11150 N PORT WASHINGTON ROAD	CULVER'S	BANNER/SIGN	11/17/2021	11/20/2021		1	NO	
32	4	140270201000	11130 N BUNTROCK AVENUE	ARTESA APARTMENTS	BANNER/SIGN	11/17/2021	11/20/2021		1	NO	
33	8	RENTAL	10992 N PORT WASHINGTON ROAD	GREAT CLIPS	BANNER	11/17/2021	11/20/2021		1	NO	
34	3	RENTAL	6330 W SPUR ROAD	SPUR 16	FLAG	11/17/2021	11/20/2021		1	NO	
35	4	RENTAL	10503 N CEDARBURG ROAD	THE COLOUR BOWL SALON AND WELLNESS	FLAG	11/17/2021	11/20/2021		1	NO	
36	4	140500612000	5616 W DONGES BAY ROAD	LIBBY MONTANA	BANNER	11/17/2021	11/20/2021		1	NO	
37	6	150300600500	2635 W MEQUON ROAD	THE RANGE LINE INN	BANNER/SIGN	11/17/2021	11/20/2021		1	NO	
38	6	151530001000	1505 W MEQUON ROAD	EAST TOWNE SQUARE MALL	FLAG	11/17/2021	11/20/2021		1	NO	
39	6	RENTAL	1339 W MEQUON ROAD	SOVEREIGN SELECT LLC	BANNER	11/17/2021	11/20/2021		1	NO	
40	3	RENTAL	7602 W MEQUON ROAD	IN BALANCE YOGA	BANNER	11/17/2021	11/20/2021		1	NO	
41	6	RENTAL	1340 W MEQUON ROAD	AC ZUKERMAN JEWELERS	BANNER	11/17/2021	11/20/2021		1	NO	
42	6	RENTAL	1300 W MEQUON ROAD	PANERA BREAD	BANNER/SIGNS	11/17/2021	11/20/2021		1	NO	
43	6	RENTAL	1424 W MEQUON ROAD	NORTH SHORE COMPUTER	BANNER	11/17/2021	11/20/2021		1	NO	
44	6	RENTAL	1402 W MEQUON ROAD	KUMON MATH AND READING	BANNER	11/17/2021	11/20/2021		1	NO	
45	8	RENTAL	10530 N PORT WASHINGTON ROAD	FIDDLEHEADS COFFEE	BANNER/SIGNS	11/17/2021	11/20/2021	3/2/2022	#5, CITATION	YES	
46	6	RENTAL	11525 N PORT WASHINGTON ROAD	JIMMY JOHNS	BANNER/FLAGS	11/17/2021	11/20/2021	3/2/2022	#5, CITATION	YES	
47	6	RENTAL	11511 N PORT WASHINGTON ROAD	TACO BELL	BANNER	11/17/2021	11/20/2021	3/2/2022	#5, CITATION 1,2	YES	
48	4	140500903002	10360 N CEDARBURG ROAD	KWIK TRIP	TRASH/LITTER	12/23/2021	12/27/2021	3/2/2022	#5, CITATIONS 1,2,3	YES	
49	4	140500903002	10360 N CEDARBURG ROAD	KWIK TRIP	BANNER/FLAGS	11/17/2021	11/20/2021	3/2/2022	#5, CITATION 1,2,	YES	
50	8	150291100500	10500 N PORT WASHINGTON ROAD	HOLD HOLDINGS	PUBLIC NUISANCE	4/14/2021	4/23/2021	3/2/2022	#5, CITATIONS 1,2,3	YES	
51	4	140840107000	9712 N MEQUON PLACE	TOUA YANG	PARKING	10/25/2021	11/5/2021	3/2/2022	#5 CITATIONS 1, 2,3	YES	
52	7	140250600600	11050 N RIVER ROAD	ROBERT STERN	OUTSIDE STORAGE	11/17/2021	11/24/2021	1/5/2022	#5 CITATION	YES	
53	4	140501204000	10056 N CEDARBURG ROAD	WILLIAM WISTH	OUTSIDE STORAGE	ONGOING	ONGOING	NOT SET	#5 CIRCUIT COURT	YES	
54	3	140870805000	11715 N SILVER AVENUE	LUJESS	PARKING	ONGOING	ONGOING	NOT SET	#5 CIRCUIT COURT	YES	
55	6	151000203000	12539 N ISLAND DRIVE	WILLIAM WISTH	OUTSIDE STORAGE	ONGOING	ONGOING	NOT SET	#5 CIRCUIT COURT	YES	
56	8	151070412000	819 W SIERRA LANE	VANN FAMILY TRUST	OUTSIDE STORAGE	2/25/2022	3/11/2022			YES	
57	8	151070412000	819 W SIERRA LANE	VANN FAMILY TRUST	PARKING	2/25/2022	3/11/2022			YES	
58	2	140241201000	11249 N RIVERLAND ROAD	PAUL FREDERICK	OUTSIDE STORAGE	2/25/2022	3/11/2022			YES	
59	2	140241201000	11249 N RIVERLAND ROAD	PAUL FREDERICK	PARKING	2/25/2022	3/11/2022			YES	
60	1	140121200300	3500 W HIGHLAND ROAD	THOMAS LEMENS	OUTSIDE STORAGE	2/25/2022	3/11/2022			YES	
61	1	140121200300	3500 W HIGHLAND ROAD	THOMAS LEMENS	PARKING	2/25/2022	3/11/2022			YES	

Attachment: Updated Copy of Enforcement Activity 2022 through 2-28-22 (7099 : Zoning Enforcement and

	A	B	C	D	E	F	G	I	J	K	L
62	1	140191500200	11206-11210 W MEQUON ROAD	JORDON OR KRISTY LARSON	PARKING	2/25/2022	3/11/2022			YES	
63	1	140191500200	11206- 11210 W MEQUON ROAD	JORDON OR KRISTY LARSON	OUTSIDE STORAGE	2/25/2022	3/11/2022			YES	
64	1	140191500200	11206-11210 W MEQUON ROAD	JORDON OR KRISTY LARSON	OUTSIDE MAINTANCE	2/25/2022	5/30/2022			YES	
65											
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95											3 WAITING ON REPLY
96											4 EXTENSION GRANTED
97											5 ISSUED TO CITY ATTORNEY OFFICE
98											6 SCHEDULED COURT DATE
99											7 COURT RULING
100											8 PRETRIAL DATE
101											9 TRIAL DATE
102											10 FINAL RULING
103											11 ALTERNATE PROCEDURE
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105											
106											
107											



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Office of Administration

TO: Common Council
FROM: Carrie Enea,
DATE: February 28, 2022
SUBJECT: RESOLUTION 3918 A Resolution Designating Mequon, Wisconsin as a Bee City USA

Background

The Mequon Nature Preserve, on behalf of the City of Mequon, is working on renewing the Bee City USA application for 2022. The City was first designated as a Bee City upon Common Council approval of Resolution 3370 on April 12, 2016. The 2022 renewal process requires a resolution be adopted by the Common Council. A draft resolution is attached, and it should be noted that the resolution was prepared in accord with Bee City USA guidelines; hence there is a significant amount of required text.

Analysis

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

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

Fiscal Impact

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

Recommendation

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

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3918

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: John Wirth, Mayor

Date Approved: March 8, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 8, 2022.

Caroline Fochs, City Clerk



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

Office of Community Development

TO: Common Council
FROM: Kim Tollefson, Director of Community Development
DATE: February 8, 2022
SUBJECT: ORDINANCE 2022-1617 An Ordinance Amending Chapter 2, Article IX, Division 2 of the Mequon Municipal Code Related to the Membership of the Architectural Board

Background

At the request of Mayor Wirth, and in connection with an outside analysis of the Community Development Department completed last year, an assessment of the Architectural Board's membership structure was completed and presented at the Public Welfare Committee meeting in December. Changes were drafted and resubmitted to the Public Welfare Committee at its January meeting. Proposed changes were accepted, and a recommendation was made to approve the proposed ordinance amendments, which result in a change to Chapter 2, Article IX, Division 2 of the Mequon Municipal Code.

Analysis

The approved recommendations limit the board to seven regular members and two alternates. No more than two regular members shall be from one aldermanic district to ensure diversity of membership and varying character within the City. After reviewing other municipalities' membership provisions and other Mequon boards, it was determined that seven members constitutes an ideal number. The current ordinance only allows district representatives to vote on their respective district submittals, therefore, when representatives leave a meeting after their district's review is done, it can lead to the Board losing its quorum.

Fiscal Impact

This proposed change is fiscally neutral.

Recommendation

The Public Welfare Committee recommended approval at its meeting on January 11, 2022, by a vote of 3-0.

Attachments:

Exhibit A Arch Board Municipal Comparisons (DOCX)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2022-1617

An Ordinance Amending Chapter 2, Article IX, Division 2 of the Mequon Municipal Code
Related to the Membership of the Architectural Board

RECITALS

A. The Common Council previously adopted Chapter 2, Article IX, Division 2 of the Municipal Code which establishes the Architectural Board.

B. Upon the recommendation of the Mayor, the Common Council desires to amend the provisions related to the Architectural Board so as to reduce the membership from a potential total of 15 members to a membership of 9.

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

SECTION I

Section 2-443 of the Municipal Code is amended to read as follows (NOTE: Added text is underlined; Deleted text is ~~struck through~~):

Sec. 2-443. - Membership.

- (a) The board shall consist of seven ~~five voting~~ citizen members, at least one of whom shall be a registered architect or experienced home designer, and two alternate citizen members. No more than two citizen members shall be from one aldermanic district. ~~These five members shall be known as "at-large members."~~
- (b) ~~There shall be a reserve panel consisting of two residents from each aldermanic district. A reserve panel member shall vote only on proposals which are located within his or her aldermanic district. The two reserve panel members from each district shall not be appointed in the same year. The~~ mayor shall nominate the seven citizen members and two alternate citizen members.
- (c) ~~The mayor shall nominate the five at-large members and the reserve panel.~~

SECTION II

Section 2-446 of the Municipal Code is amended to read as follows (NOTE: Added text

is underlined; Deleted text is ~~struck through~~):

Sec. 2-446. - Deviation from general provisions.

Section 2-425(a) shall not apply to the board. A quorum shall consist of four members, ~~at least two of whom shall be at large members.~~

Section 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.

SECTION III

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

SECTION IV

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

SECTION V

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

Approved by: John Wirth, Mayor

Date Approved: March 8, 2022

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 8, 2022.

Caroline Fochs, City Clerk

Published: _____

Exhibit A

ARCHITECTURAL BOARD – MUNICIPALITY COMPARISONS

MUNICIPALITY	FEE	BOARD – MEETING TIMES	GUIDELINES	NO. OF MEMBERS / APPOINTMENTS/ TERMS
BROOKFIELD	\$ 0.00	No Review Board	None	No Architectural Board – Project plans, construction drawings, erosion control plans, and surveys need to be submitted with a Building Permit Application for staff review by our Engineering, Zoning Department, and lead Building Inspector.
BROWN DEER	\$ 70.00	Building Board – X2/Month; 1 st & 3 rd Mondays	Yes	5-Members; three of whom shall be architects or building designers. At least two members of the building board shall be village residents. Appointments are made by the village president annually in April, subject to approval by the trustees. The terms shall be for two years.
CEDARBURG	\$ 110.00	Planning Commission – X1/Month; 1 st Monday	Yes	7-Members; Mayor, one Council Member and five citizens. The Common Council elect one of its members as a member of the City Plan Commission for a period of one year and five citizen members shall be appointed by the Mayor and confirmed by the Common Council to hold office for a period ending respectively one, two and three years thereafter from the succeeding first of May.
FRANKLIN	\$ 50.00	Architectural Board – X2/Month; 2nd & 4th Thursdays	Yes	8-Members; six regular and two alternate members. The Building Inspector is an Ex-Officio member. Members are residents of the City of Franklin appointed by the Mayor and approved by the Council. The terms are staggered for 3-year periods.

Exhibit A

GERMANTOWN	\$ 0.00	Building Construction Oversight Committee - Dates & Times Vary	Yes	4-Members; two village trustees, whose committee terms shall be coterminous with their terms as Trustees. A member of the public residing in the Village, who shall possess recognized or demonstrated architectural, or construction management skills and whose term shall expire 2 years from the first day of May. The agency chief or department director for the affected Village agency or department and the chairperson of the committee shall be designated from among the confirmed committee members by the Village President. Then Committee may call upon the services of the Village Building Inspector or the Village Engineer in a consulting capacity.
GRAFTON	\$ 50.00	Architectural Board – X1/Month; 2nd Wednesday	Yes	5-Members; members are residents of the Village appointed by the Village President and the Board elects the Chairman. Terms are for three-year periods.
MENOMONEE FALLS	\$ 150.00	No Review Board	Yes	Menomonee Falls doesn't require an Architectural Control Board appearance for new single-family homes in Menomonee Falls. Project plans, construction drawings, erosion control plans, and surveys need to be submitted with a Building Permit Application for staff review by our Engineering, Zoning Department, and lead Building Inspector.
MEQUON	\$ 116.00 \$ 104.00	Architectural Board – X1/Month; 2 nd Monday	Yes	23 Members; Term renews every 3 years. See attached list.
OAK CREEK	\$ 0.00	No Review Board	Yes	No Architectural Board – Project plans, construction drawings, erosion control plans, and surveys need to be submitted with a Building

Exhibit A

				Permit Application for staff review by our Engineering, Zoning Department, and lead Building Inspector.
RIVER HILLS (Fees Vary)	\$ 450.00	Building Board – X1/Month; 3 rd Monday	Yes	9-Members, residents of the Village , who shall be appointed by the Village President. Terms shall be staggered for 3-year periods, the Board shall elect its Chair and the Village Manager, or his designee shall act as secretary.
SHOREWOOD	\$ 60.00	Design Review Board – X2/Month; 2nd & 4th Thursday	Yes	9-Members; consisting of two architects, two additional architects or other design professionals, one real estate broker, and four additional members, all Shorewood residents. In addition, three former members of the Design Review Board serve as alternate members. Four members are required for a quorum. All appointments are 3 years and must be staggered.
WHITEFISH BAY	\$ 100.00	Architectural Review Commission - X2/Month; 1st & 3rd Thursday	Yes	11-Members; consisting of seven citizens residing in the Village along with four alternate members all who are appointed annually by the Village President and confirmed by the Village Board. The designation of the Chair shall be made by the Village President and confirmed by the Village Board and the Village Manager or Assistant Engineer shall serve as a nonvoting Executive Secretary of the Board. All appointments are 3-year terms.



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Office of Community Development

TO: Common Council
FROM: Kim Tollefson, Director of Community Development
DATE: February 8, 2022
SUBJECT: ORDINANCE 2022-1618 An Ordinance Creating Section 10-26 of the Mequon Municipal Code, Related to Residential Swimming Pools

Background

The City presently adopts the Uniform Building Code with respect to the installation of swimming pools. The State Code presently requires fences for all non-temporary pool installations. Recently, a resident approached the Public Welfare Committee to request that the City consider amending the Municipal Code to allow for automatic pool covers in lieu of fences for residential pools. Following discussion at its December meeting, the Committee requested the preparation of proposed ordinance amendments to allow for these covers to be used as an alternative to a fence.

Discussion

According to the Centers for Disease Control and Prevention (CDC), drowning is the leading cause of unintentional death for 1- to 4-year-old children. Each year, nearly 300 children under age 5 drown in swimming pools. Many of these young victims could be saved if homeowners fenced in their pools completely and installed gates with self-closing and self-latching devices. For childproofing pools, the CDC follows the guidelines of the U.S. Consumer and Product Safety Commission (CPSC).¹

The CPSC published Safety Barrier Guidelines for Residential Pools, a set of guidelines written to prevent injuries and deaths around pools.² These guidelines center on keeping children from entering the pool area when unaccompanied by a supervising adult. The CPSC concludes that fences provide the best level of protection. When it considered pool covers, the CPSC notes that they would be beneficial for adding an additional layer of protection.

Notwithstanding the CPSC's recommendation, the International Code Council (ICC) and the Association of Pool & Spa Professionals (APSP) developed a set of swimming pool-related building codes called the International Swimming Pool and Spa Code (ISPSC). The 2015 version of the ISPSC allows for an automatic pool cover in lieu of a fence for all inground pools and spas.³ As of 2019, 10 states have adopted the ISPSC for use state-wide and 10 states have adopted the ISPSC for use as determined by local authorities.⁴ Wisconsin has not adopted the

¹ <https://www.cdc.gov/nceh/publications/books/housing/cha14.htm>

² <https://www.poolsafely.gov/wp-content/uploads/2017/08/Safety-Barrier-Guidelines-Pub-2017.pdf>

³ <https://codes.iccsafe.org/content/ISPSC2015/chapter-3-general-compliance>

⁴ <https://www.iccsafe.org/wp-content/uploads/April-2019-APSP-ISPSC-Adoption-Sheet-Map-002.pdf>

ISPSC in any capacity for state-wide use. With that said, there are a handful of municipalities across the state of Wisconsin that have allowed for automatic pool covers.

To be clear, staff's recommendation is that pool covers alone should not be allowed. The available data shows that fences provide the best level of safety in all circumstances. Further, enforcement becomes a challenge. With a fence, it is easy to determine whether the fence is solid and without gaps, whether the gate has closed and/or whether the latch is working. With pool covers, there is significant grey area. Certainly, it can be determined whether the cover is in operation or not, just as you can determine whether the latch works. However, the latch is required to be self-locking – it works automatically. A pool cover does not close automatically. It needs to be operated by physical controls. Accordingly, staff cannot ensure that the cover is actually used. An owner could install the cover and then proceed to leave it open 24-7, which provides zero protection from drownings. The proposed ordinance includes the requirement of additional safety measures when using a cover, but these safety measures are designed to be secondary to physical access restrictions like a fence.

Attempts to include operational requirements are also difficult to enforce. For example, the City could require the cover to be closed when there is no adult present to supervise the pool or establish a time threshold - it needs to be closed when there is no use of the pool for more than 15 minutes. But each of these restrictions is impossible to enforce. If a neighbor calls and says there is no adult present, staff would need to physically observe the lack of an adult before a citation could be issued. Between the time of the call and the time staff could arrive, the presence of an adult would likely change. Or, what if the owner of the pool says they are supervising by watching from inside the house through a window?

One part of the discussion from December's meeting addressed situations where a pool has a fence on three sides but uses the wall of the residence for the fourth enclosing side. One of the purposes of regulating pool safety is to prevent neighboring children from drowning by being drawn to an unattended pool (the so-called 'attractive nuisance'). However, recognize that one CPSC study found that some 75% of incidents involve pools owned by the victim's family. Accordingly, the proposed ordinance also includes language addressing this circumstance and requires additional safety features to address the risk posed in these instances.

The CPSC acknowledges that "[b]arriers are not childproof, but barriers do provide layers of protection for a child when there is a lapse in adult supervision." Therefore, the City's Code should ensure that there are appropriate levels of protection surrounding a pool for children. Because fences appear to provide the best protection, the proposed ordinance defaults to requiring a fence. However, it also provides the opportunity to utilize a powered pool cover provided that the pool is also equipped with an alarm and one additional safety measure. Lastly, irrespective of any local codes, subdivision covenants and homeowner's/liability insurance requirements may dictate more stringent protection than Mequon's Municipal Code requirements.

Update - February 2022

Following the Public Welfare Committee meeting in January, the proposed ordinance reflects two changes that were highlighted during the meeting. First, the proposed ordinance now has the standard form of an ordinance instead of having just specific code language for review.

Second, with respect to pool covers (Section (d)(3) of the proposed ordinance), a change was made to require the cover be closed when the pool is not actively in use by swimmers or, if not actively in use, where there is a responsible individual within 15 feet of the pool. This would address situations raised by the Committee where either (a) there are teenage children using the pool without adult supervision or (b) the pool is being “used” for aesthetic or other purposes (e.g., where a party is being held on the property, but nobody is actively swimming because they are eating, sunbathing, relaxing, etc.) but is still supervised. As discussed before the Committee, this language creates difficulty when it comes to enforcement. Identifying whether a “responsible individual” is present at any specific point in time is virtually impossible, which makes the requirement effectively aspirational as opposed to something that can be enforced. Staff continues to believe that fencing is the best alternative.

Recommendation

On February 8, 2022, the Public Welfare Committee approved a recommendation in favor of adopting the proposed ordinance amendments by a vote of 2-1.

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2022-1618

An Ordinance Creating Section 10-26 of the Mequon Municipal Code, Related to Residential
Swimming Pools

RECITALS

A. The Common Council previously adopted the Wisconsin Uniform Building Code which, among other things, regulates the installation of swimming pools.

B. According to the Centers for Disease Control and Prevention (CDC), drowning is the leading cause of unintentional death for 1- to 4-year-old children - each year, nearly 300 children under age 5 drown in swimming pools.

C. The Common Council, having reviewed the regulations related to such installations, has determined that the City should adopt specific standards related to the installation of residential swimming pools to allow for the use of automatic safety covers in lieu of fences.

D. The regulation of the installation of residential swimming pools furthers the health, safety and welfare of the community.

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

SECTION I

Section 10-26 of the Mequon Municipal Code is created to read as follows:

10-26 - Residential Swimming Pools.

No person shall construct, install or enlarge a residential swimming pool not enclosed in a permanent building within the city except in accordance with the following regulations.

(a) Definitions.

(1) "Swimming pool" means any depression in the ground, either temporary or permanent, or a container of water, either temporary or permanent and either above or below the ground, in which water more than 18 inches deep is contained and which is used primarily for the purpose of bathing or swimming. "Swimming pool" includes a spa, hot tub, and

temporary pool unless otherwise specifically excluded within this section.

(2) "Temporary pool" means any swimming pool that has a surface area of less than 314.159 square feet (20-foot diameter) which is installed for any length of time less than four (4) months, and which is installed after May 1 and removed by September 30 in the same year.

(3) "Power safety cover" means a barrier which can be placed over the water area of a pool and removed with a motorized mechanism actuated by a suitable control mechanism that provides a high level of safety for children under the age of five by inhibiting their access to the water and is certified to meet the standards of American Society for Testing and Materials (ASTM) specification 1346-91.

(4) "Decorative" as applied to fences means that a fence is made of PVC, wrought iron, or aluminum pickets, or is a painted or stained shadow-box or board-on-board type fence, or similar design as approved by the Department of Community Development. Decorative shall not include chain link, snow or other temporary fencing.

(5) "Responsible individual" means a person that is at least 15 years of age.

(b) Permit.

(1) Required. No person shall construct, install, enlarge or alter any private swimming pool unless a permit therefore has first been obtained from the Building Inspector. A temporary pool shall be exempt from this permit requirement.

(2) Application. The following information shall be required:

- a. Survey or accurate drawing of the property, in duplicate, showing all existing structures, proposed swimming pool or spa location, fencing if required, and overhead or underground electrical wiring.
- b. Type of pool installation, above ground or in-ground.
- c. Pool height above highest point of grade if above ground installations.
- d. Type and height of fence, if proposed.
- e. Type and support of decking, if proposed.
- f. Type and location of safety features to be installed, if proposed.

- g. Overall size and locations of the above in regard to existing buildings and lot lines for property survey reference.
- h. Any change in finished grade near pool.
- i. County Health Department approval for properties using a private septic system, where applicable.
- j. Site inspection letter from a local wiring utility.
- k. Two (2) copies of brochure which shows the type, style, etc. of the swimming pool and safety features to be installed.

(c) Construction Requirements.

- (1) No swimming pool shall be located, erected, constructed or maintained within any front yard or closer to any side or rear lot line than allowed by Chapter 58 for permitted accessory structures, and the waterline of any swimming pool shall not be less than 4 feet from any lot line, wall, fence, structure or building.
- (2) No connection shall be made to the sanitary sewer or septic system.
- (3) Gaseous chlorination systems shall not be used for disinfecting swimming pool waters.
- (4) Swimming pools shall be located from well and septic systems in accordance with the Wisconsin State Plumbing Code, Wis. Admin. Code § SPS 383.

(d) Fences or Other Safety Measures.

- (1) All non-temporary swimming pools not enclosed within a permanent building shall be completely enclosed by a decorative fence of sufficient strength to prevent access to the swimming pool, not less than four (4) feet in height and so constructed as not to have voids, holes or openings larger than four (4) inches in one dimension. No fence shall be located, erected, constructed or maintained closer than four (4) feet to a swimming pool. Gates or doors shall be equipped with a self-closing and self-latching device for keeping the gate or door securely closed at all times when not in actual use. Latches shall be located at least three (3) feet above the ground, accessible deck or stairs. Temporary non-decorative fencing may be approved by the Department of Community Development for a period not to exceed 30 days where necessitated by construction and or

safety concerns.

(2) The wall of the house or building facing a swimming pool may be incorporated as a portion of the fence required under paragraph (1) above provided that the swimming pool is equipped with at least one of the following:

- a. Removable mesh fencing that meets the standards of ASTM Specification F2286 in conjunction with a gate that is self-closing and self-latching and can accommodate a key lockable device.
- b. Exit alarms on all doors within a residence that provide direct access to the swimming pool or spa. The exit alarm may cause either an alarm noise or a verbal warning, such as a repeating notification that “the door to the pool is open.”
- c. A self-closing, self-latching device with a release mechanism placed no lower than 54 inches above the floor on all doors of a residence providing direct access to the swimming pool or spa.

(3) In lieu of a fence under paragraph (1) above, a swimming pool may utilize a power safety cover provided that such cover is in working order, is closed at all times where the pool is not in use by swimmers or not under the supervision of a responsible individual that is outside and within fifteen (15) feet of the pool, and that the pool is also equipped with:

- a. An alarm that, when placed in a swimming pool or spa, will sound upon detection of accidental or unauthorized entrance into the water. The alarm shall meet and be independently certified to the ASTM Standard F2208 “Standard Safety Specification for Residential Pool Alarms,” which includes surface motion, pressure, sonar, laser, and infrared type alarms. A swimming protection alarm feature designed for individual use, including an alarm attached to a child that sounds when the child exceeds a certain distance or becomes submerged in water, is not a qualifying drowning prevention safety feature.
- b. And at least one of the following:
 - i. Removable mesh fencing that meets the standards of ASTM Specification F2286 in conjunction with a gate that is self-closing and self-latching and can accommodate a key lockable device.
 - ii. Exit alarms on all doors within a residence that provide direct access to the swimming pool or spa. The exit alarm may cause

either an alarm noise or a verbal warning, such as a repeating notification that “the door to the pool is open.”

- iii. A self-closing, self-latching device with a release mechanism placed no lower than 54 inches above the floor on all doors of a residence providing direct access to the swimming pool or spa.

(4) Above ground swimming pools with platforms and railings that are four (4) feet or more in height above ground and temporary pools are not required to be enclosed as provided in paragraph (1) above; however, all ladders and stairways providing access to such swimming pools shall be removed from the swimming pool or shall be adequately fenced and fitted with gates or folded up and locked to prevent entry when the swimming pool is not in use.

(5) Spas and hot tubs are exempt from the fence requirement under paragraph (a) above provided that such spa or hot tub has a locking safety cover which is certified to meet ASTM specification 1346-91 and which shall be in place and locked when the hot tub or spa is not in use.

(e) Electrical Requirements. All electrical installations shall require separate permits and shall be governed by the City or State Electrical Code.

(f) Pool Lights. If overhead flood or other artificial lights are used to illuminate the swimming pool at night, such lights shall be shielded to direct light only on the swimming pool.

(g) Swimming Pool Decks. All decks shall be constructed in accordance with the Uniform Building Code. Decking shall be considered an integral part of the swimming pool and shall comply with the applicable setback dimensions per the local zoning code.

(h) Drainage. In no case shall any swimming pool be drained onto lands of property owners other than the owner of the swimming pool. Drainage from said lot shall be in accordance with city code.

(i) Use of Swimming Pool. No swimming pool shall be so operated as to create a nuisance, a hazard or an eyesore or otherwise to result in a substantial adverse effect on neighboring properties.

SECTION II

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

SECTION III

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

SECTION IV

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

Approved by: John Wirth, Mayor

Date Approved: March 8, 2022

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 8, 2022.

Caroline Fochs, City Clerk

Published: _____



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Office of Fire/Ambulance

TO: Common Council
FROM: Brian Sajdak, City Attorney
DATE: February 2, 2022
SUBJECT: ORDINANCE 2022-1619 An Ordinance Amending Chapter 30, Article V of the Mequon Municipal Code Related to Outdoor Burning

Background

At the December 2021 Public Welfare Committee meeting, the Committee had questions regarding Mequon's current burning ordinance. The current ordinance was drafted when Mequon was much less densely populated, and lot sizes were much larger. The current ordinance was also drafted at a time when Mequon was experiencing a lot of wildland/grassland fires due to the vast amount of open land at the time. Consequently, the Public Welfare Committee asked that the current ordinance be brought back for review and amended in January. At the January meeting, a draft ordinance was reviewed and proposed amendments, a copy of which are attached, were approved.

Analysis

Many homes in the City are adding a variety of fire features to their properties which have gained popularity recently. Many are not following the City's current ordinance requirements because they are unrealistic with current lot sizes and the newer forms of open burning. There are also a number of residents who complain about any type of open burning in their neighborhood and the nuisance it causes.

Fiscal Impact

The financial impact is minimal as many people are likely conducting recreational burns without a permit as is. Nevertheless, there is the possibility of a decrease in the number of burn permits currently being purchased annually. Most of the approximately 500 annual issued burn permits are for open burning.

Recommendation

On January 11, 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 - Burn Ordinance (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2022-1619

An Ordinance Amending Chapter 30, Article V of the Mequon Municipal Code Related to
Outdoor Burning

RECITALS

A. The Common Council previously adopted Chapter 30, Article V of the Mequon Municipal Code which establishes certain regulations related to open burning within the City.

B. The Common Council desires to amend those regulations to clarify and better reflect current practices and products.

C. The regulation of burning within the City furthers the health, safety and welfare of the community.

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

SECTION I

Chapter 30, Article V of the Mequon Municipal Code is amended as shown in the attached Exhibit A (NOTE: Added text is double underlined, deleted text is ~~struck through~~).

SECTION II

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

SECTION III

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

SECTION IV

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

Approved by: John Wirth, Mayor

Date Approved: March 8, 2022

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 8, 2022.

Caroline Fochs, City Clerk

Published: _____

ARTICLE V. OPEN AND RECREATIONAL BURNING

DIVISION 1. GENERALLY

Sec. 30-111. Procedures for conducting open burning; penalties.

- (a) ~~Burning in an approved container.~~ Burning in an approved container location shall be allowed after the issuance of an annual permit by the fire chief or his their duly appointed agent(s). ~~Such burning may be conducted without obtaining daily permission from the fire chief or his duly appointed agent(s), but shall be subject to all other provisions set forth in sections 30-126 through 30-130 of this chapter.~~
- (1) ~~The container~~ burn location shall be placed at a minimum distance of at least 75 feet from any structure, wooded area, ~~or public roadway, or combustible materials.~~
 - (2) ~~The area around the container shall be of such a nature as to prevent the fire from spreading from the container.~~
 - (3) A responsible person of at least sixteen (16) years of age shall be in attendance at all times when ~~the container is used for burning.~~
 - (4) Only those materials identified in section 30-130 shall be burned ~~in the container.~~
 - (5) The by-products of combustion resulting from burning ~~in a container~~ shall not form a fire hazard or nuisance to neighboring citizens.
- (b) The open burning of materials in a pile not to exceed four feet in height and six feet in diameter shall be permitted provided that:
- (1) Daily permission, set forth in section 30-129, is obtained.
 - (2) ~~The pile is located a distance of 75 feet from any structure, wooded area or public roadway.~~
 - (3) The area surrounding the pile shall be of such a nature as to prevent the fire from spreading from the pile.
 - (4) ~~A responsible person shall be in attendance at all times when material is being burned.~~
 - (5) The responsible party shall ensure that the fire has been completely extinguished at the conclusion of any burning activity or dusk, whichever occurs first.
 - (6) ~~Only materials identified in section 30-130 shall be burned.~~
 - (7) A source of water or other fire extinguishing equipment shall be readily available to the responsible person attending the fire.
 - (8) The by-products of combustion resulting from burning ~~in a pile~~ shall not form a fire hazard or nuisance to neighboring citizens.

- (9) The fire chief, or ~~his~~ their designee, may allow piles of approved material larger than described in subsection (b) of this section to be burned.
- (c) The burning of standing grass for the purpose of establishing and/or maintaining a prairie landscape at a designated and approved site shall be permitted provided that:
 - (1) The designated and approved prairie site shall be bordered on all sides by a closely mowed area, the width of which shall be determined by the fire department.
 - (2) The mowed border area shall be a minimum of 75 feet from any structure, fence line, wooded area or public roadway.
 - (3) In the event that the fire department must be called to extinguish a fire set to establish or maintain a prairie landscape, the property owner shall be charged the reasonable costs of suppression as a special charge or assessment pursuant to Wis. Stats. §§ 66.0627 or 66.0703.
 - (d) Any person responsible for attending to a fire which escapes confinement or control of the person, such that the ~~city~~ fire department responds to suppress the fire, shall be liable for the actual costs of responding to and suppressing the fire. The liability provided for herein shall be in addition to and independent of any liability for a forfeiture for violation of this section.

DIVISION 2. PERMIT

Sec. 30-126. Required.

Before issuing a permit for open burning or burning in an approved container, the fire chief, or ~~his~~ their designee, shall consider the time, place and manner in which the fire is to be set, the type of material proposed to be burned and such other factors he may deem relevant or necessary for the safe control of such a fire. The fire chief, or ~~his~~ their designee, is authorized to revoke or refuse to issue a permit for the setting of any fire when, in his judgment, the starting of such would endanger the health and safety of persons or property, including crops and structures, within the city. A copy of the general regulations of the fire department for the control and management of such fires may be attached to such permit, or printed thereon, as may be determined to be most feasible.

Sec. 30-127. Annual permit fee.

An annual permit fee to conduct open burning or burning in an approved container shall be established.

Sec. 30-128. Activities exempt.

The following activities shall be exempt from the permit and fee provisions of this chapter:

- (1) Fires set by the Mequon fire department for practice and instruction of firefighters, and/or testing of firefighting equipment.
- (2) Small open flames for welding, acetylene torching or similar flame devices for commercial or industrial purposes.

- (3) ~~Fires set in devices commonly referred to as barbecue grills for the purpose of cooking.~~ Cooking fires in grills where the grill is:
- a. Fueled by charcoal, wood, or propane;
 - b. Located a minimum of ten (10) feet of a multi-family structure (three or more units);
 - c. Not located on a balcony or under any overhanging portion of a structure.
- (4) ~~Fires set in manufactured devices commonly referred to as a "patio hearth" constructed of ceramic materials or those of metal construction having an attached cover when burning wood for a recreational fire.~~ Fires in a patio hearth, outdoor fireplace, or other similar fire feature subject to the following:
- a. The fire shall be placed on and surrounded by non-combustible material
 - b. Wood burning features shall be at least twenty (20) feet from any structure except that features which are solely fueled by propane or natural gas shall be placed at least ten (10) feet from any structure.
 - c. Wood burning features shall have all screens and covers in place. The fire shall not be ignited with a flammable or combustible liquid.
 - d. The fire shall be attended by a responsible person of at least sixteen (16) years of age with a water source or other fire extinguishing equipment readily available.
- (5) ~~Campfires for cooking, ceremonies or recreation, not contained in devices commonly described as barbecue grills or patio hearths, and being described as a pile of wood not exceeding two feet in diameter shall be permitted provided that:~~
- ~~a. Daily permission, as set forth in section 30-127 is obtained.~~
 - ~~b. The fire site is located a distance of at least 75 feet from any structure or public roadway.~~
 - ~~c. The area surrounding the fire shall be of such a nature as to prevent the fire from spreading.~~
 - ~~d. A responsible person shall be in attendance at all times when material is being burned.~~
 - ~~e. The responsible party shall ensure that the fire has been completely extinguished at the conclusion of any burning activity.~~
 - ~~f. The by products of combustion resulting from burning shall not form a fire hazard or nuisance to neighboring citizens.~~
- (5) Campfires located on the ground subject to the following:

- a. The fire shall be at least twenty-five (25) feet from any structure, wooded area, public roadway or combustible materials.
- b. The fire shall not exceed four (4) feet in diameter.
- c. The fire shall not be ignited with a flammable or combustible liquid.
- d. The flames shall not exceed two (2) feet in height above the ground.
- e. The fire shall be attended by a responsible person of at least sixteen (16) years of age with a water source or other fire extinguishing equipment readily available.

Sec. 30-129. Restrictions on permits.

Issuance of permits for the starting, burning, or setting of any fire under this chapter shall be subject to the following:

- (1) No permit shall be issued for the starting, burning or setting of any fire at any location within the city that may be within 75 feet of any building or structure, or that shall cause smoke to obscure visibility on a public roadway, or in any location, or at any time where it is reasonable to anticipate that there is a danger of fire spreading in such a manner as to endanger land, crops or structures within the city, whether such land, crops or structures are owned by the person starting the fire or otherwise.
- (2) Permitted fires shall not be ignited before dawn and shall be completely extinguished by dusk; with the exception as such activity is permitted pursuant to section 30-128. For purposes of this section, the Dawn/Dusk Table of the Wisconsin Department of Natural Resources shall be utilized to determine the times of dawn and dusk.
- (3) No permit shall be issued at a site having retail, commercial or industrial zoning or use, except as such activity is permitted pursuant to section 30-128. The fire chief, or ~~his~~ their designee, may grant an exemption for burning at sites zoned for retail, commercial or industrial use if the purpose of the fire is to dispose of small amounts of refuse plant material where burning is the recommended alternative to the application of agricultural chemicals. No material shall be burned which was generated from an off-site location.
- (4) After a proper permit for open burning has been obtained, it shall be necessary for the property owner, or his agent, to obtain daily permission from the fire chief or ~~his~~ their duly appointed agent(s) to conduct any open burning, however, this provision does not apply to burning in an approved container, which may be conducted without obtaining daily permission from the fire department.
- (5) No permit for burning in an approved container shall be issued unless the container is constructed of a noncombustible material, not to exceed 55 gallons or eight cubic feet in size, closed at all sides and at the bottom. One-inch holes or smaller may be in the bottom and sides to allow air intake for the combustion

process. Over the top shall be a cover or screen with one-half-inch holes or smaller. The container and/or screen shall be discarded and replaced when it deteriorates from use or climatic conditions.

- (6) The fire chief shall have the authority to grant a variance to these restrictions on an individual basis after he reviews each request and determines it presents no fire hazard or other problem.

Sec. 30-130. Appropriate materials; prohibited materials.

- (a) The following materials may be burned after a proper permit has been obtained:
- (1) Dry leaves, dry grass, dry garden residue, small branches or tree limbs.
 - (2) Standing grass for the purpose of establishing or maintaining a prairie landscape at a designated site.
- (b) Materials which shall not be burned include, but are not limited to: wet combustibles, any material containing rubber, garbage, plastic, recyclable materials, wood products containing glues or resins, any material capable of generating black or noxious smoke or any building materials associated with construction, remodeling or demolition.

Sec. 30-131. – Restrictions and Limitations on All Burning

- (a) Notwithstanding anything in this article V to the contrary, no burning shall be allowed when either of the following applies:
- (1) When the wind velocity exceeds twelve (12) miles per hour as indicated by the National Weather Service.
 - (2) During periods when the Fire Chief or their Designee, or the Department of Natural Resources has issued a burning ban.
- (b) All distances under this article V shall be measured from the edge of the flame to the nearest part of the structure, wooded area, public road or combustible material.



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Office of Finance-Personnel Committee

TO: Common Council
FROM: Jennifer Engroff, Finance Director
DATE: February 28, 2022
SUBJECT: RESOLUTION 3920 A Resolution Awarding the Sale of \$9,620,000**
General Obligation Promissory Notes Series 2022A; Providing the Form of
the Notes; and Levying a Tax in Connection Therewith (Dollar Amount is**
Preliminary and Subject to Change at the Meeting)

Background

As part of its regular meeting on February 8, 2022, the Common Council approved an initial resolution authorizing the issuance of \$9.62M in General Obligation Notes. The issuance includes funding \$5M of reconstruction of City local and arterial roads and select parking lots over the next three years. An additional \$1.75M of funding will satisfy the City's obligation for construction of the Highland Road Interchange. Lastly, \$2.7M of the notes are dedicated to funding Town Center public projects which is payable from tax increment generated from TID No. 3. The issuance also includes approximately \$170k of debt issuance costs arriving at a grand total of \$9.62M.

Last week staff and representatives from Ehlers & Associates met with ratings analysts from Standard & Poors Global Ratings (S&P) via teleconference. S&P affirmed the City AA (stable) for both previously issued general obligation debt and the new issue.

Standard practice is for the governing body to approve the sale of the municipal debt on the day of the bidding. The attached resolution is a draft of a final resolution that will be delivered the night of the meeting, at which time interest rates and all other amounts will be finalized and documented. Bond counsel drafted the attached resolution for the Common Council's consideration and approval. The attached exhibits B and F are intended to support the resolution.

A representative from Ehlers will deliver the final resolution and present results from the sale that will have occurred earlier in the day.

Analysis & Fiscal Impact

The Notes are being issued for a 10-year term. Principal on the Notes will be due on September 1 in the years 2023 through 2032. Semi-annual interest will be payable March 1 and September 1 of each year, beginning March 1, 2022. Debt service on this issue will add approximately \$0.11 - \$0.30/\$1,000 of assessed value to the City's General tax mill rate for the life of the notes, not exceeding the current debt service mill rate of \$0.54/1,000. Even with this new debt issue, the City's financial advisor has structured the debt service so that the pro forma net tax rate for the City's total debt service will slowly decline over time.

Notes maturing on or after March 1, 2030 will be subject to prepayment at the discretion of the City on March 1, 2029, or any date thereafter.

Recommendation

Staff recommends approval of this Resolution, which is consistent with the initial resolution approved February 8, 2022.

**Preliminary, subject to change

Attachments:

2022A Exhibit B (PDF)

2022A Exhibit F (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3920

A Resolution Awarding the Sale of \$9,620,000** General Obligation Promissory Notes Series 2022A; Providing the Form of the Notes; and Levying a Tax in Connection Therewith (**Dollar Amount is Preliminary and Subject to Change at the Meeting)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION NO. ____

RESOLUTION AWARDING THE SALE OF \$9,620,000**
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2022A;
PROVIDING THE FORM OF THE NOTES; AND
LEVYING A TAX IN CONNECTION THEREWITH

RECITALS

A. On February 8, 2022, the Common Council of the City of Mequon, Ozaukee County, Wisconsin (the “City”) adopted a resolution entitled: “Resolution Authorizing the Borrowing of Not to Exceed \$9,620,000; and Providing for the Issuance and Sale of General Obligation Promissory Notes Therefor” (the “Authorizing Resolution”) which authorized the issuance and sale of general obligation promissory notes for the purpose of paying the costs of street and interchange improvements and Tax Incremental District No. 3 project costs (the “Project”).

B. Pursuant to the Authorizing Resolution, the City Administrator (in consultation with the City’s financial advisor) caused an Official Notice of Sale to be distributed, offering the aforesaid general obligation promissory notes for public sale on March 8, 2022.

C. Sealed bid proposals were received as summarized on Exhibit C attached hereto.

D. It has been determined that the bid proposal (the “Proposal”) submitted by _____, _____, _____, fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the City. A copy of said bid is attached hereto as Exhibit A and incorporated herein by this reference.

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

1. Award of the Notes. The bid proposal of _____, _____ (the “Purchaser”) is hereby accepted, said proposal offering to purchase the NINE MILLION SIX HUNDRED TWENTY THOUSAND DOLLARS (\$9,620,000) General Obligation Promissory Notes, Series 2022A (the “Notes”) for the sum of _____ DOLLARS (\$ _____), plus accrued interest to the date of delivery resulting in a net interest cost of _____ DOLLARS (\$ _____) and a true interest rate of ____%.

2. Terms of the Notes. The Notes shall be designated “General Obligation Promissory Notes, Series 2022A”; shall be dated March 24, 2022; shall be in the denomination of \$5,000 or any integral multiple thereof; shall bear interest at the rates per annum and mature on March 1 of each year, in the years and principal amounts as set forth in the Pricing Summary attached hereto as Exhibit D and incorporated herein by this reference. Interest is payable semi-annually on March 1 and September 1 of each year commencing March 1, 2023. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit E and incorporated herein by this reference (the “Schedule”).

3. Designation of Purchaser as Agent. The City hereby designates the Purchaser as its agent for purposes of distributing the Final Official Statement relating to the Notes to any participating underwriter in compliance with Rule 15c2-12 of the Securities and Exchange Commission.

4. Redemption Provisions. At the option of the City, the Notes maturing on March 1, 2030 and thereafter shall be subject to redemption prior to maturity on March 1, 2029 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, by lot, at the principal amount thereof, plus accrued interest to the date of redemption. [If the Proposal specifies that any of the Notes are subject to mandatory redemption, the terms of such mandatory redemption are set forth on Exhibit G attached hereto and incorporated herein by this reference.]

5. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

6. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged and a direct annual irrepealable tax is hereby levied upon all taxable property of the City. Said direct annual irrepealable tax shall be levied in the years 2022 through 2031 for payments due in 2023 through 2032 in the amounts as set forth on the Schedule.

The aforesaid direct annual irrepealable tax hereby levied shall be collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City levied in said years are collected. So long as any part of the principal of or interest on the Notes remains unpaid, the tax herein above levied shall be and continues irrepealable except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus in the Debt

Service Fund Account created herein, including any capitalized interest funded with proceeds of the Notes.

7. Debt Service Fund Account. There is hereby established in the City treasury a fund account separate and distinct from every other City fund or account designated “Debt Service Fund Account for \$9,620,000 City of Mequon General Obligation Promissory Notes, Series 2022A, dated March 24, 2022.” There shall be deposited in said fund account any premium plus accrued interest paid on the Notes at the time of delivery to the Purchaser, all money raised by taxation pursuant to Section 6 hereof and all other sums as may be necessary to pay interest on the Notes when the same shall become due and to retire the Notes at their respective maturity dates. Said fund account shall be used for the sole purpose of paying the principal of and interest on the Notes and shall be maintained for such purpose until such indebtedness is fully paid or otherwise extinguished.

8. Segregated Borrowed Money Fund. The proceeds of the Notes (the “Note Proceeds”) (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into an account separate and distinct from all other funds and be disbursed solely for the purposes for which borrowed or for the payment for the principal of and the interest on the Notes.

9. Arbitrage Covenant. The City shall not take any action with respect to the Note Proceeds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken on the date of the delivery of and payment for the Notes (the “Closing”), would cause the Notes to be “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”) and any income tax regulations promulgated thereunder (the “Regulations”).

The Note Proceeds may be temporarily invested in legal investments until needed, provided however, that the City hereby covenants and agrees that so long as the Notes remain outstanding, moneys on deposit in any fund or account created or maintained in connection with the Notes, whether such moneys were derived from the Note Proceeds or from any other source, will not be used or invested in a manner which would cause the Notes to be “arbitrage bonds” within the meaning of the Code or Regulations.

The City Clerk, or other officer of the City charged with responsibility for issuing the Notes, shall provide an appropriate certificate of the City, for inclusion in the transcript of proceedings, setting forth the reasonable expectations of the City regarding the amount and use of the Note Proceeds and the facts and estimates on which such expectations are based, all as of the Closing.

10. Additional Tax Covenants; Exemption from Rebate; Qualified Tax-Exempt Obligation Status. The City hereby further covenants and agrees that it will take all necessary steps and perform all obligations required by the Code and Regulations (whether prior to or subsequent to the issuance of the Notes) to assure that the Notes are obligations described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes, throughout their term. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes, shall provide an appropriate certificate of the City as of the Closing, for inclusion in the transcript of proceedings, certifying that it can and

covenanting that it will comply with the provisions of the Code and Regulations.

Further, it is the intent of the City to take all reasonable and lawful actions to comply with any new tax laws enacted so that the Notes will continue to be obligations described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes.

The City anticipates that the Notes will qualify for the construction expenditure exemption from the rebate requirements of the Code. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes, shall provide an appropriate certificate of the City as of the Closing, for inclusion in the transcript of proceedings, with respect to said exemption from the rebate requirements, and the City Clerk or other officer is hereby authorized to make any election on behalf of the City in order to comply with the rebate requirements of the Code. If, for any reason, the City did not qualify for any exemption from the rebate requirements of the Code, the City covenants that it would take all necessary steps to comply with such requirements. The City hereby covenants that it is a governmental unit with general taxing powers and that the Notes are not “private activity bonds” as defined in Section 141 of the Code.

The City hereby designates the Notes to be “qualified tax-exempt obligations” pursuant to the provisions of Section 265(b)(3) of the Code and in support of such designation, the City Clerk or other officer of the City charged with the responsibility for issuing the Notes, shall provide an appropriate certificate of the City, all as of the Closing.

11. Persons Treated as Owners; Transfer of Notes. The fiscal agent appointed in Section 15 hereof shall keep books for the registration and for the transfer of the Notes. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the fiscal agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the City Clerk shall deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the fiscal agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The fiscal agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

The 15th day of each calendar month next preceding each interest payment date shall be the record date for the Notes. Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City maintained by the fiscal agent at the close of business on the corresponding record date.

12. Utilization of The Depository Trust Company Book-Entry-Only-System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New

York, New York (“DTC”), the City has heretofore agreed to the applicable provisions set forth in the DTC Blanket Issuer Letter of Representation and an official of the City has executed such Letter of Representation and delivered it to the DTC on behalf of the City.

13. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as “final” as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the “Rule”). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or Final Official Statement are hereby ratified and approved. In connection with Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or Final Official Statement. The appropriate City official shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser.

14. Execution of the Notes. The Notes shall be issued in typewritten form, one Note for each maturity, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk (except that one of the foregoing signatures shall be manual), sealed with its official or corporate seal, if any, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the delivery of the Notes, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until such delivery. The aforesaid officers are hereby authorized to do all acts and execute and deliver all documents as may be necessary and convenient to effectuate the Closing.

15. Payment of the Notes. The principal of and interest on the Notes shall be paid by Bond Trust Services Corporation, Roseville, Minnesota, which is hereby appointed as the City’s registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the “Fiscal Agent”). The Fiscal Agency Agreement between the City and the Fiscal Agent shall be substantially in the form attached hereto as Exhibit F and incorporated herein by this reference.

16. Continuing Disclosure. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of its Continuing Disclosure Certificate, which the City will execute and deliver on the Closing Date. Any Noteholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section.

17. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the City or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Approved by: John Wirth, Mayor

Date Approved: March 8, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 8, 2022.

Caroline Fochs, City Clerk

EXHIBIT B

(Form of Note)

REGISTERED
NO. R-__

UNITED STATES OF AMERICA
STATE OF WISCONSIN
OZAUKEE COUNTY
CITY OF MEQUON
GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2022A

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
MARCH 1, 20__	MARCH 24, 2022	__%	587316__

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS
(\$_____)

KNOW ALL MEN BY THESE PRESENTS, that the City of Mequon, Ozaukee County, Wisconsin (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on March 1 and September 1 of each year commencing March 1, 2023 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable in lawful money of the United States by Bond Trust Services Corporation, Roseville, Minnesota, the fiscal agent appointed by the City pursuant to the provisions of Section 67.10(2), Wisconsin Statutes, to act as bond registrar and paying agent (the "Bond Registrar"). The principal of this Note shall be payable only upon presentation and surrender of the Note at the office of the Bond Registrar. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the Bond Registrar at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date").

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$9,620,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Chapter 67, Wisconsin Statutes, for the purpose of paying the costs of street and interchange improvements and Tax Incremental District No. 3 project costs, all as authorized by resolutions of the Common Council duly

adopted by said governing body at a meetings held on February 8 and March 8, 2022. Said resolutions are recorded in the official minutes of the Common Council for said dates.

At the option of the City, the Notes maturing on March 1, 2030 and thereafter are subject to redemption prior to maturity on March 1, 2029 or on any date thereafter. Said Notes are redeemable as a whole or in part, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, or overnight express delivery, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice mailed as provided herein shall be conclusively presumed to have been duly given, whether or not the Depository receives the notice. The Notes shall cease to bear interest on the specified redemption date, provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable. It is hereby further certified that the City has designated this Note to be a “qualified tax-exempt obligation” pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Bond Registrar. In the event that the Depository does not continue to act as depository for the Notes, and the Common Council appoints another depository, new fully registered Notes in the same aggregate principal amount shall be issued to the new depository upon surrender of the Notes to the Bond Registrar, in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Bond Registrar shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The City and the Bond Registrar may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever.

IN WITNESS WHEREOF, the City of Mequon, Ozaukee County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the 24th day of March, 2022.

(SEAL)

By: _____
John Wirth,
Mayor

By: _____
Caroline Fochs,
City Clerk

Attachment: 2022A Exhibit B (RESOLUTION 3920 : Awarding the Sale of \$9.62M GO Notes)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or its Nominee
Name)

(Authorized Officer)

NOTICE: The above-named Depository or its Nominee Name must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

EXHIBIT FFISCAL AGENCY AGREEMENT

THIS AGREEMENT is made and entered into the ___ day of March, 2022, by and between the City of Mequon, Ozaukee County, Wisconsin (the “City”), and Bond Trust Services Corporation, Roseville, Minnesota (the “Agent”).

WITNESSETH:

WHEREAS, the City has authorized the borrowing of the sum of NINE MILLION SIX HUNDRED TWENTY THOUSAND DOLLARS (\$9,620,000) pursuant to Section 67.12(12), Wisconsin Statutes, and a resolution adopted by the Common Council on March 8, 2022 and has authorized the issuance and sale of \$9,620,000 principal amount of general obligation promissory notes to evidence such indebtedness (the “Obligations”). The Obligations shall be designated “General Obligation Promissory Notes, Series 2022A”; shall be dated March 24, 2022; shall bear interest and shall mature on March 1 of each year, in the years and principal amounts as set forth on Exhibit A attached hereto and incorporated herein by this reference. Interest shall be payable on March 1 and September 1 of each year commencing on March 1, 2023 until the principal of the Obligations is paid in full or discharged;

WHEREAS, the City is issuing the Obligations in registered form pursuant to Section 149 of the Internal Revenue Code of 1986, as amended, and any applicable income tax regulations; and,

WHEREAS, pursuant to the aforesaid resolution or resolutions and Section 67.10(2), Wisconsin Statutes, the Common Council of the City has authorized the appointment of the Agent as Fiscal Agent of the City for the purpose of performing any or all of the following functions with respect to the Obligations: paying the principal of and interest on the Obligations; accounting for such payments; registering, authenticating, transferring, and canceling the Obligations; and maintaining a registration book in addition to other applicable responsibilities all in accordance with the provisions of Section 67.10(2), Wisconsin Statutes.

NOW, THEREFORE, the City and the Agent do hereby agree as follows:

I. APPOINTMENT

The Agent is hereby appointed Fiscal Agent of the City with respect to the Obligations for the purpose of performing such of the responsibilities stated in Section 67.10(2)(a), Wisconsin Statutes, as are delegated herein or as may be otherwise specifically delegated in writing to the Fiscal Agent by the City.

II. INVESTMENT RESPONSIBILITY

The Fiscal Agent shall not be under any obligation to invest funds held for the payment of interest or principal on the Obligations.

III. PAYMENTS

At least one (1) business day before each semi-annual interest payment date (commencing with the first interest payment date and continuing thereafter until the principal of and interest on the Obligations should have been fully paid or prepaid in accordance with their terms) the City agrees to and shall pay to the Fiscal Agent, in immediately available funds, a sum equal to the amount payable as principal of and the premium, if any, and interest on the Obligations on such semi-annual interest payment date. Said semi-annual interest and/or principal payment dates and amounts are set forth in Exhibit A which is attached hereto and incorporated herein by this reference.

IV. CANCELLATION

In every case of the surrender of any Obligation for the purpose of payment, the Fiscal Agent shall cancel and destroy the same and deliver to the City a certificate regarding such cancellation, setting forth an accurate description of the Obligation, specifying its number, date, purpose, amount, rate of interest, and payment date and stating the date and amount of each payment of principal or interest thereon. The Fiscal Agent shall also cancel and destroy Obligations presented for transfer or exchange and deliver a certificate with respect to such transfer or exchange to the City. The Fiscal Agent shall be permitted to microfilm, or otherwise photocopy and record said canceled Obligations.

V. REGISTRATION BOOK

Fiscal Agent shall maintain in the name of the City a Registration Book containing the names and addresses of all registered owners of the Obligations. The Fiscal Agent shall keep confidential said information in accordance with applicable banking and governmental regulations.

VI. INTEREST PAYMENT

Payment of each installment of interest shall be made to the registered owner who shall appear on the Registration Book at the close of business on the 15th day of the calendar month next preceding the interest payment date and shall be paid by check or draft of the Fiscal Agent mailed to such registered owner at his address as it appears in such Registration Book or at such other address as may be furnished in writing by such registered owner to the Fiscal Agent.

VII. PAYMENT OF PRINCIPAL

Principal shall be paid to the registered owner of an Obligation upon surrender of the Obligation on or after its maturity or redemption date.

VIII. REDEMPTION NOTICE

In the event the City exercises its option, if any, to redeem any of the Obligations, the City shall direct the Fiscal Agent to give notice of such redemption by registered or certified mail at least thirty days prior to the date fixed for redemption to the registered owner of each Obligation to be redeemed in whole or in part at the address shown in the Registration Book. Such direction shall be given at least thirty-five days prior to such redemption date.

In addition, in accordance with the recommendations of the Securities and Exchange Commission, the Fiscal Agent shall give notice of any call for redemption to all registered securities depositories and to a national information service that disseminates notices of redemption of such Obligations, but neither a defect in this additional notice nor any failure to give all or any portion of such additional notice shall in any manner defeat the effectiveness of a call for redemption.

IX. UTILIZATION OF THE DEPOSITORY TRUST COMPANY

The Depository Trust Company's Book-Entry-Only system is to be utilized for the obligations. The Fiscal Agent agrees to comply with the provisions of the attached Blanket City Letter of Representation which has been executed and delivered to The Depository Trust Company by the City.

X. TRANSFER AND EXCHANGE OF OBLIGATIONS

The Fiscal Agent shall transfer Obligations upon presentation of a written assignment duly executed by the registered owner or by such owner's duly authorized legal representative. Upon such transfer, a new registered Obligation of authorized denomination or denominations in the same aggregate principal amount shall be issued to the transferee in exchange thereof, and the name of such transferee shall be entered as the new registered owner in the Registration Book. Upon request of the registered owner, the Fiscal Agent shall exchange Obligations of the issue for a like aggregate principal amount of Obligations of the same maturity in authorized whole integral multiples of \$5,000.

The Obligations shall be numbered 1 and upward. Upon any transfer or exchange, the Obligation or Obligations issued shall bear the next highest consecutive unused number or numbers.

XI. STATEMENTS

The Fiscal Agent shall furnish the City with an accounting of payments received and made and funds on hand annually upon reasonable request.

XII. FEES

The City agrees to pay the Fiscal Agent fees in accordance with the fee schedule provided by the Fiscal Agent which is attached hereto as Exhibit B and incorporated herein by this reference until the final principal payment (or redemption date in the event the City exercises its option, if any, to redeem the Obligations). Such fees are payable on the dates principal is due or pursuant to statements provided to the City by the Fiscal Agent. In the event the City exercises its option, if any, to redeem the Obligations, the Fiscal Agent shall be reimbursed for mailing costs related therewith.

XIII. MISCELLANEOUS

(a) Nonpresentment of Checks. In the event the check or draft mailed by the Fiscal Agent to the registered owner is not presented for payment within six years of its date, then the monies representing such nonpayment shall be returned to the City or to such board, officer or body as may then be entitled by law to receive the same, together with the name of the registered owner of the Obligation and the last mailing address of record. Thereafter, the Fiscal Agent shall not be responsible for the payment of such check or draft.

(b) Resignations; Successor Fiscal Agent. Fiscal Agent may at any time resign by giving not less than sixty days written notice to City. Upon receiving such notice of resignation, the City shall promptly appoint a successor Fiscal Agent by an instrument in writing executed by order of its governing body. If no successor Fiscal Agent shall have been so appointed and have accepted appointment within sixty days after such notice of resignation, the resigning Fiscal Agent may petition any court of competent jurisdiction for the appointment of a successor fiscal agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribes, appoint a successor fiscal agent.

Any successor fiscal agent shall be qualified to act pursuant to Section 67.10(2), Wisconsin Statutes, as amended.

Any successor fiscal agent shall execute, acknowledge and deliver to the City and to its predecessor fiscal agent an instrument accepting such appointment hereunder, and thereupon the resignation of the predecessor fiscal agent shall become effective and such successor fiscal agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor, with like effect as if originally named as fiscal agent herein; but nevertheless, on written request of City, or on the request of the successor, the fiscal agent ceasing to act shall execute and deliver an instrument transferring to such successor fiscal agent, all the rights, powers, and trusts of the fiscal agent so ceasing to act. Upon the request of any such successor fiscal agent, the City shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor fiscal agent all such rights, powers and duties. Any predecessor fiscal agent shall pay over to its successor fiscal agent any funds of the City.

(c) Termination. This Agreement shall terminate six years after the last principal payment on the Obligations is due whether by maturity or earlier redemption or the final discharge of the City's responsibilities for payment of the Obligations, whichever is later. The parties realize that any funds hereunder as shall remain upon termination shall be turned over to the City after deduction of any unpaid fees and disbursements of Fiscal Agent. Termination of this Agreement shall not, of itself, have any effect on City's obligation to pay the outstanding Obligations in full in accordance with the terms thereof.

(d) Execution. This Agreement shall be executed on behalf of the City and the Agent by their duly authorized officers. This Agreement may be executed in several counter-parts, each of which shall be an original and all of which shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, being duly authorized so to do, each in the manner most appropriate to it, on the date first above written.

SIGNATURE PAGE TO THE FISCAL AGENCY AGREEMENT

CITY OF MEQUON
OZAUKEE COUNTY, WISCONSIN

By: _____
John Wirth,
Mayor

(SEAL)

And: _____
Caroline Fochs,
City Clerk

Attachment: 2022A Exhibit F (RESOLUTION 3920 : Awarding the Sale of \$9.62M GO Notes)

SIGNATURE PAGE TO THE FISCAL AGENCY AGREEMENT

BOND TRUST SERVICES CORPORATION
ROSEVILLE, MINNESOTA

By: _____

_____(Title)

And: _____

_____(Title)

Attachment: 2022A Exhibit F (RESOLUTION 3920 : Awarding the Sale of \$9.62M GO Notes)



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: Justin Schoenemann, Assistant City Administrator
DATE: March 1, 2022
SUBJECT: RESOLUTION 3921 A Resolution Approving the First Amendment to a Lease Agreement with United States Cellular Operating Company LLC, in Connection with Installation of Additional Telecommunications Equipment on the City's Water Tower Located Along North Weston Drive

Background

US Cellular has a lease with the City of Mequon to host equipment on the City's water tower located on North Weston Drive. This lease has been in place since 2001. US Cellular has requested to install additional equipment, which includes the addition of 3 GPS devices next to existing equipment on the exterior of tower and equipment inside the base of the water tower. US Cellular will also be completing some routine maintenance while installing the additional equipment.

Analysis

The City's Engineering Division and Water Utility staff have reviewed the plans and structural analysis for US Cellular's equipment. Staff has determined that US Cellular's proposed installation will not impact City operations or the water tower. There are no concerns from the Utility's standpoint. Furthermore, locating the equipment on the City's water tower avoids an undue proliferation of cell tower sites within the community.

Fiscal Impact

US Cellular has agreed to increase its annual lease payment to the City by \$4,8000 to account for the additional equipment added to the tower. US Cellular's new annual rent for 2022 will be \$43,056.04. There are no other changes to the terms of the existing contract.

Recommendation

A recommendation is forthcoming from the Finance-Personnel on February 8, 2022.

Attachments:

Mequon Water Tower US Cellular First Lease Amendment (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3921

A Resolution Approving the First Amendment to a Lease Agreement with United States Cellular Operating Company LLC, in Connection with Installation of Additional Telecommunications Equipment on the City's Water Tower Located Along North Weston Drive

RECITALS

A. US Cellular desires to expand its equipment at the City's telecommunications site located upon the water tower located along North Weston Drive and increase its annual rent by \$4,300.

B. The City wishes to encourage the location of such facilities in such a manner that avoids an undue proliferation of sites within the community, and the proposed siting of the telecommunications on the City's water tower serves that goal.

C. The City's Engineering and Water Utility staff have reviewed the plan documents and determined US Cellular's additional equipment will not impact City operations or the tower itself.

D. The proposed lease amendment by and between the City and US Cellular has been favorably recommended by the Finance-Personnel Committee.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED, by the Common Council of the City of Mequon, Wisconsin, that the attached lease amendment allowing for the location of additional US Cellular telecommunication equipment on the City of Mequon's water tower located along North Weston Drive is approved, and the appropriate City Officials are directed to execute such agreements on behalf of the City.

Approved by: John Wirth, Mayor

Date Approved: March 8, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 8, 2022.

Caroline Fochs, City Clerk

FIRST AMENDMENT TO WATER TOWER LEASE AGREEMENT

This First Amendment to Water Tower Lease Agreement (“First Amendment”), made this _____ day of _____, 20____ modifies that certain Water Tower Lease Agreement dated April 27, 2015, (the “Lease”) by and between the City of Mequon, (“Landlord”) and United States Cellular Operating Company, LLC a Delaware limited liability company, having an address at, Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631, (“Tenant”).

WHEREAS, pursuant to the Lease, Landlord has leased to Tenant certain locations for Tenant’s cellular common carrier mobile radio station operations (“the Site”) located on a parcel of leased land (the “Site”), in the City of Mequon, Ozaukee County, State of Wisconsin, and;

WHEREAS, the Tenant desires to modify equipment on the Water Tower and the Landlord is agreeable to approving Tenant’s intended changes

NOW THEREFORE, in consideration of the terms of the Lease and this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

- I. Lease Exhibit B is hereby deleted and replaced with the following attached Exhibit B-1.
- II. In consideration for Tenant’s Equipment additions listed in exhibit B-1, effective upon the first day of the month following the installation of said Equipment, the rent will be increased by Four Thousand Eight Hundred and 00/100 Dollars (\$4,800.00) per year, partial year prorated. Rent shall continue to escalate in accordance with the Lease.
- III. Except as amended herein, all other terms of the Lease remain unchanged and in full force and effect.

[END OF AMENDMENT-SIGNATURE PAGE TO FOLLOW]

Site Name: 76th & Mequon

Site Number: 784446

IN WITNESS WHEREOF, the parties hereto bind themselves to this Amendment as of the date of full execution.

LANDLORD:
City of Mequon

TENANT:
United States Cellular Operating Company,
LLC

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: Vice President

Date: _____

Date: _____

[NOTARY PAGE TO FOLLOW]

Attachment: Mequon Water Tower US Cellular First Lease Amendment (RESOLUTION 3921 : US Cellular Water Tower)

Site Name: 76th & Mequon

Site Number: 784446

STATE OF WISCONSIN)
)
 COUNTY OF MILWAUKEE)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, known to me to be the same person whose name is subscribed to the foregoing First Amendment to Water Tower Lease Agreement, appeared before me this day in person and acknowledged that he signed the said Amendment as his free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 20__.

 Notary Public

My commission expires _____

STATE OF ILLINOIS)
)
 COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, Vice President, known to me to be the same person whose name is subscribed to the foregoing First Amendment to Water Tower Lease Agreement, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Amendment as his free and voluntary act on behalf of the named Tenant limited liability company, for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 20__.

 Notary Public

My commission expires _____

Site Name: 76th & Mequon

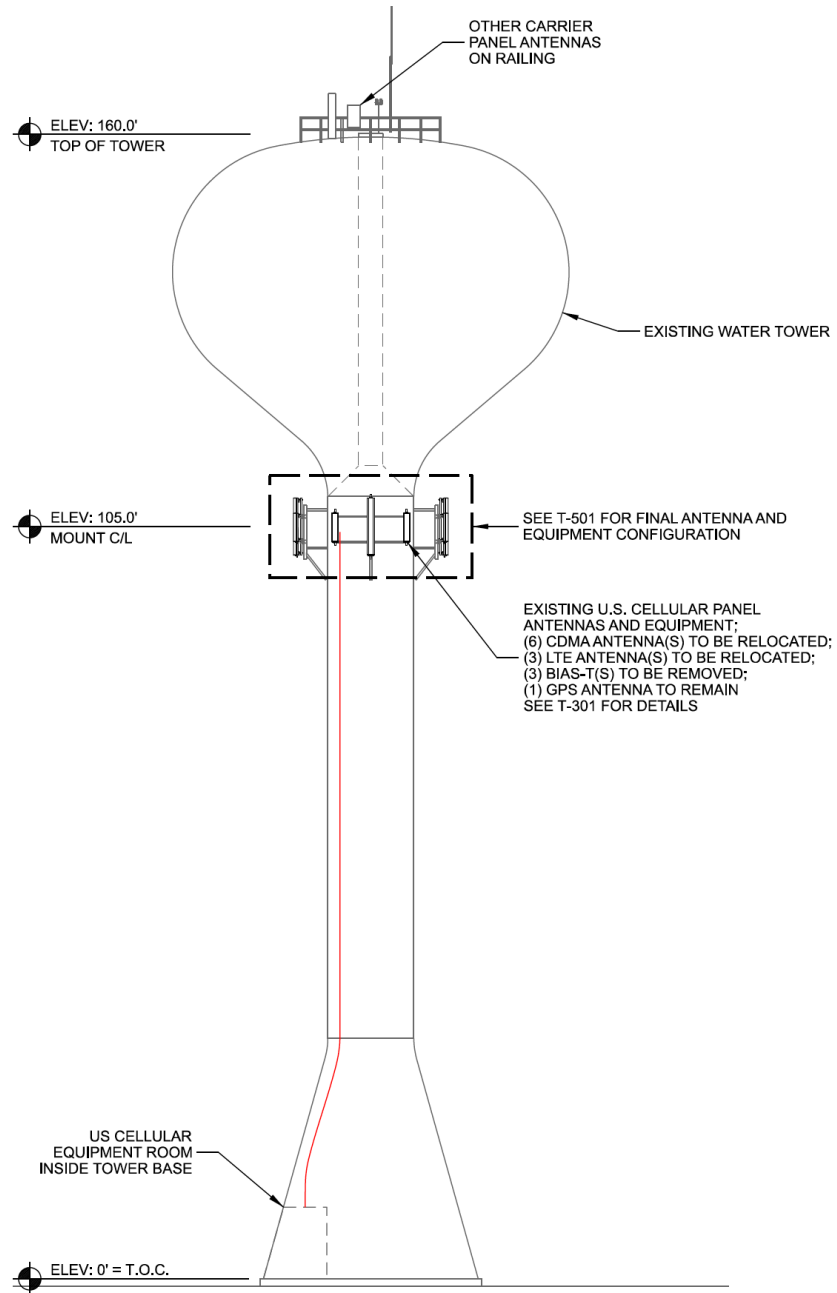
Site Number: 784446

EXHIBIT B-1



Attachment: Mequon Water Tower US Cellular First Lease Amendment (RESOLUTION 3921 : US Cellular Water Tower)

EXHIBIT B-1 (cont.)

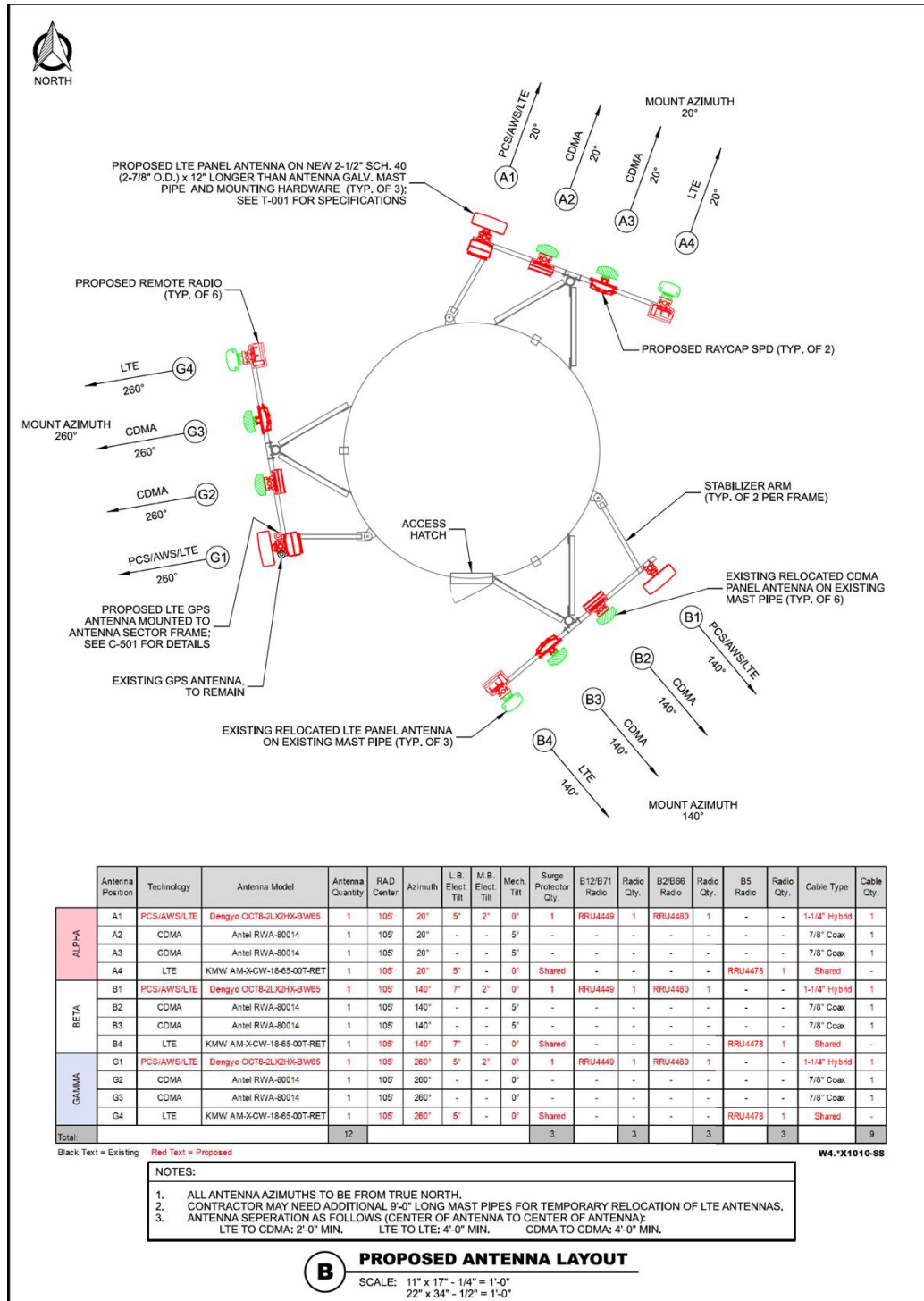


NOTE:

- ELEVATIONS ARE BASED ON MEASUREMENTS WITH TOTAL STATION. HEIGHTS ARE ROUNDED TO THE NEAREST 0.5'.

**EXISTING SITE ELEVATION**

EXHIBIT B-1 (cont.)





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: Justin Schoenemann, Assistant City Administrator
DATE: March 1, 2022
SUBJECT: RESOLUTION 3922 A Resolution Approving a Second Amendment to the Cell Tower License Agreement with United States Cellular LLC Extending the License Term at 11830 North Port Washington Road Through 2047

Background

The City of Mequon owns a cell tower at the Eastside Fire Station located on 11800 North Port Washington Road. US Cellular's current lease to house its telecommunication equipment will expire on December 23, 2023.

Analysis

The original lease provided for 4 automatically renewing 5-year terms. If approved, the proposed amendment to the US Cellular lease will provide 5 additional automatically renewing 5-year terms. All told, if left unchanged, the agreement would run for an additional 25 years. All other terms of the existing contract will remain in place, which includes the City's ability to terminate the lease with 6 months notice to US Cellular and the ability to request a one time relocation of US Cellular's telecommunication equipment.

Fiscal Impact

US Cellular currently pays \$29,171.76 per year to the City in rent. Rent will continue to increase by 4% each year as provided in the original contract.

Recommendation

Recommendation forthcoming from the Finance-Personnel Committee on March 8, 2022.

Attachments:

US Cellular Lease Amendment (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3922

A Resolution Approving a Second Amendment to the Cell Tower License Agreement with
United States Cellular LLC Extending the License Term at 11830 North Port Washington Road
Through 2047

RECITALS

A. US Cellular's lease agreement with the City of Mequon to host telecommunications equipment at the 11800 North Port Washington Road is set to expire on December 23, 2023, and US Cellular desires to extend the lease.

B. The City wishes to encourage the location of such facilities in such a manner that avoids an undue proliferation of sites within the community, and the proposed lease extension serves that goal.

C. The proposed lease amendment by and between the City and US Cellular has been favorably recommended by the Finance-Personnel Committee.

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

1. The attached amendment between the City and US Cellular extending the current lease to host telecommunications equipment at 11800 North Port Washing Road is approved subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

Approved by: John Wirth, Mayor

Date Approved: March 8, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 8, 2022.

Caroline Fochs, City Clerk

FIRST AMENDMENT to LICENSE AGREEMENT

THIS FIRST AMENDMENT to LICENSE AGREEMENT (“First Amendment”), made the ____ day of _____, 20____, modifies that certain License Agreement dated August 19, 2003, by and between City of Mequon, having an address 11333 Cedarburg Road 60W, Mequon, Wisconsin 53092, hereinafter referred to as “City,” and United States Cellular Operating Company LLC, a Delaware limited liability company, having an address at Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631, hereinafter referred to as “Company.”

WHEREAS, City and Company entered into this License Agreement to allow Company to locate a telecommunications base station located at 11800 N. Port Washington Road, City of Mequon, County of Ozaukee, State of Wisconsin and;

WHEREAS, the License Agreement will expire on December 3, 2023 and both parties are desirous of continuing their relationship and this amendment will extend the term of the License Agreement.

NOW THEREFORE, in consideration of these presents, the parties hereby agree that the License Agreement is now modified as follows:

- I. License Agreement Section 3, Term, is hereby amended only to the extent that the amount of renewal terms granted under the License Agreement are increased from three (3) to nine (9) additional terms of five (5) years each upon a continuation of all the same provisions hereof.
- II. In all other respects the License Agreement is hereby ratified and affirmed without change.

[END OF AMENDMENT - SIGNATURE PAGE FOLLOWS]

Attachment: US Cellular Lease Amendment (RESOLUTION 3922 : US Cellular Port Road)

Site Name: Mequon East

Site Number: 784513

Signature Page

IN WITNESS WHEREOF, the parties hereto bind themselves to this Amendment as of the date of full execution.

CITY: City of Mequon

COMPANY: United States Cellular
Operating Company LLC

By: _____

By: _____

Printed: _____

Printed: _____

Title: Vice President

Date: _____

Date: _____

[NOTARY PAGE TO FOLLOW]

Attachment: US Cellular Lease Amendment (RESOLUTION 3922 : US Cellular Port Road)

Site Name: Mequon East

Site Number: 784513

STATE OF WISCONSIN)
)
 COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, known to me to be the same persons whose names are subscribed to the foregoing First Amendment to License Agreement, appeared before me this day in person and severally acknowledged that they signed the said Amendment as their free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 20__.

 Notary Public

My commission expires _____

STATE OF ILLINOIS)
)
 COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, Vice President, known to me to be the same person whose name is subscribed to the foregoing First Amendment to License Agreement, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Amendment as his free and voluntary act on behalf of the named party, for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 20__.

 Notary Public

My commission expires _____



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

www.ci.mequon.wi.us

Office of Administration

TO: Common Council
FROM: William Jones, City Administrator
DATE: February 24, 2022
SUBJECT: RESOLUTION 3923 A Resolution Authorizing a Fifth Amendment to the Employment Agreement Between the City of Mequon and William H. Jones, Jr.

Background

On December 23, 2014, the Common Council approved an initial employment agreement with City Administrator William Jones, who began his duties with the City of Mequon on January 12, 2015. The agreement includes provisions whereby on an annual basis, the Common Council will review the performance, as well as the compensation and benefits, of the City Administrator.

Analysis

In February, the Common Council and the City Administrator met to review and discuss Mr. Jones' job performance over the last 16 months. Following this evaluation, the Common Council authorized an adjustment to the City Administrator's salary for 2022, as well as other related amendments. Accordingly, a fifth amendment to the City Administrator's employment agreement was prepared, to properly reflect the approved changes.

Fiscal Impact

The proposed fifth amendment adjusts the City Administrator's annual salary from \$147,540 in 2021 to \$155,000 for 2022. This results in an overall annualized increase of 2.75% in the City Administrator's salary since January 2015. In subsequent years, the amendment further authorizes annual adjustments to the City Administrator's base salary in the amount of \$5,000, beginning each January 1.

Additionally, the fifth amendment adjusts a yearly automobile allowance established in 2015 from \$2,730 to \$2,800 for 2022, and by \$200 annually in subsequent years. Further, a previous longevity bonus contained in the agreement's fourth amendment has been eliminated. The proposed amendment also continues to provide an option to bank or cash-out up to 50 hours (previously 40 hours) of unused paid time off (PTO) each year, above the current 40-hour maximum that can be carried-over from one calendar year to the next. Lastly, the severance amount payable under the employment agreement has been adjusted from \$130,000 to \$150,000, to reflect accrued salary adjustments and service time with the City over the past seven years.

Recommendation

Adoption of the Proposed Resolution.

Attachments:

FIFTH AMENDMENT - WHJ JR. EMPLOYMENT AGREEMENT (DOCX)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3923

A Resolution Authorizing a Fifth Amendment to the Employment Agreement Between the City
of Mequon and William H. Jones, Jr.

RECITALS

1. Section 2-180 of the Mequon Municipal Code calls for the appointment of a City Administrator.
2. The City of Mequon and William H. Jones, Jr., entered into an Employment Agreement on January 2, 2015, wherein the parties set forth their entire understanding regarding the employment of Mr. Jones as City Administrator for the City of Mequon.
3. The City and Mr. Jones desire to amend the Employment Agreement upon such terms that are mutually agreeable to the parties.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED, by the Common Council of the City of Mequon, Wisconsin, that the Fifth Amendment to Employment Agreement in the form as attached is approved, and that the Mayor and City Clerk are hereby authorized to execute and deliver the same.

Approved by: John Wirth, Mayor

Date Approved: March 8, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 8, 2022.

Caroline Fochs, City Clerk

FIFTH AMENDMENT TO EMPLOYMENT AGREEMENT

THIS FIFTH AMENDMENT TO EMPLOYMENT AGREEMENT ("Amendment"), effective as of January 1, 2022, is by and between the CITY OF MEQUON, a Wisconsin municipal corporation (the "City"), and William H. Jones, Jr. ("Employee").

RECITALS

A. The City and Employee entered into an Agreement on January 2, 2015, in which the parties set forth their entire understanding regarding the employment of the Employee as City Administrator (as amended prior to this date, the "Employment Agreement").

B. The City and Employee desire to amend the Employment Agreement upon the terms set forth in this Amendment.

AGREEMENTS

NOW, THEREFORE, in consideration of the promises and agreements set forth in this Amendment, the parties agree as follows:

1. Section 5 of the Employment Agreement is replaced in its entirety with the following:

During calendar year 2022, the City shall pay an annual base salary of \$155,000 to Employee for his services under this Agreement. The City shall pay such base salary to Employee in installments at the same time the City pays other employees. Unless this agreement is first terminated, Employee's annual base salary shall increase by \$5,000 as of January 1 of each calendar year.

Upon approval of the Common Council in its discretion, the City may pay to Employee a bonus from time to time based on performance, to adjust for inflation or for other good reason.

2. The City shall, with the payroll following the execution of this Amendment, pay to Employee an amount equal to the difference between the amount actually paid to Employee from January 1, 2022 through the date of execution and the amount that would have been paid to Employee had the parties executed this Amendment on or before January 1, 2022.

3. The first paragraph of Section 7 of the Employment Agreement is replaced in its entirety with the following:

In the event the Common Council terminates Employee's employment, the City shall pay to Employee the sum of \$150,000 ("severance compensation"), together with payment of any sick leave, vacation and/or

holiday benefits accrued; however, no such amounts shall be payable to Employee if such termination (a) is for cause, as defined below, or (b) occurs on or before the 90th day following any true report published in any traditional or electronic media that Employee has applied or interviewed (in 2022 or later) for a position with another employer. As used in this paragraph, “cause” means a material breach of this Agreement or misconduct, malfeasance, willful breach or habitual neglect of duty, defalcation or conduct in derogation of the rights of the City as the employer as generally defined in the City’s Personnel Code as amended from time to time.

4. Section 9 of the Employment Agreement is replaced in its entirety with the following:

During calendar year 2022, the City shall pay to Employee the annual sum of \$2,800 as an automobile allowance to defray Employee’s local and regional travel costs. Unless this agreement is first terminated, Employee’s annual automobile allowance shall increase by \$200 as of January 1 of each calendar year. The City shall reimburse Employee for out of the ordinary travel expenses on a basis determined by policy established by the Common Council.

5. Section 16 of the Employment Agreement is replaced in its entirety with the following:

Employee shall earn, accrue, and may use any and all employee benefits to which he will otherwise be entitled based upon longevity. All provisions of the Mequon Personnel Code and employment and benefit policies of the City, as the same may be amended from time to time, providing for the earning, accrual and use of employee benefits, including, but not necessarily limited by enumeration, vacation and sick leave, retirement and pension system contributions, and holidays, shall apply to Employee in the same fashion as other non-represented employees of City, except as follows: (1) for the sole purpose of calculating the maximum available Paid Time Off (“PTO”) benefit, upon commencing employment, Employee was deemed to have the equivalent of 10 years of service with the City; (2) prior to 2022, Employee had the option to bank/cash-out annually up to 40 hours of unused PTO above the amount that City employees are annually permitted to carryover for use in the following calendar year; and (3) commencing as of January 1, 2022, Employee has the option to bank/cash-out annually up to 50 hours of unused PTO.

6. The Common Council may rely on the annual adjustments described in this Amendment instead of performing the salary and benefits annual review, but not the performance evaluation, described in Section 18 of the Employment Agreement. Additionally, the provisions of Section 18 are aspirational rather than mandatory. Employee, the Common Council and the

Mayor have not strictly abided by the provisions of Section 18 and might not in the future. No such failure to abide strictly by such provisions shall be deemed a default or constructive termination of the Employment Agreement.

7. Except as provided in this Amendment, the terms, covenants and provisions of the Employment Agreement remain unmodified and in full force and effect. In the event of any conflict between the provisions of this Amendment and the provisions of the Employment Agreement, the terms and provisions of this Amendment control.

Effective and dated as of the date first set forth above.

CITY:

EMPLOYEE:

CITY OF MEQUON

William H. Jones, Jr.

John M Wirth, Mayor

Caroline Fochs, City Clerk



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 8, 2022
SUBJECT: RESOLUTION 3917 A Resolution Approving a Third Amendment to the Development Agreement for the Town Center Master Planned Mixed-Use Development for Foxtown Center, LLC

Background

Foxtown Ventures, owners of the Town Center Foxtown Master Planned Project, is seeking approval of a development agreement amendment to make two specific deadline extensions for certain parcels of the total 17-acre phased master planned project (see attached master plan). On December 14, 2021, the City declared both parties would not be deemed in default, in order to provide an opportunity to review financial impacts related to the Tax Increment District (TID) #3, and development impacts related to the physical and aesthetic conditions of the Town Center neighborhood.

The original development agreement was approved on September 11, 2018, and one amendment was executed on January 15, 2020, to create the sequence of certain project phases' occupancy based upon the completion of other project phases. Copies of the development agreement and amendment are on file in the City's Clerk Office.

Developer Request

The development and implementation of the approved master plan is on time with the completion of the project phases as required per the development, except for one building. That building is currently under construction and identified as Parcel/Building D. The project team was delayed during construction due to the poor structural condition of the original building's framing and roof structure. The structural components were rebuilt, and this building will be completed in 2022, which results in a one year delay as originally required by the development agreement.

In addition, Foxtown Ventures seeks approval to delay the completion date (12.31.2022) of Parcel E/Building E-3 until 2026, which results in a four year delay as originally required by the development agreement.

Analysis

The Development Agreement requires a total Project Completion Value to be not less than \$50,000,000 (equalized) as of January 1, 2024. The 2022 project value is \$45,950,000. The project must achieve an additional value of approximately \$4M within two years.

Developer Request: Extend the Completion Timing of Parcel D/Building D by One (1) Year.

The delay of Parcel D/Building D from 2021 to 2022 does not have a negative fiscal impact on the City. The development agreement outlines the reimbursement of increment to the Developer on an annual basis including three (3) years of reimbursement paid by the City to the Developer at 100%. The three years of reimbursement at 100% are based on taxes assessed in years 2020, 2021 and 2022. The City will capture 30% of the full value of Parcel D/Building D for the first time in 2023, as expected under the original development agreement despite this request.

Building D achieved a significant increase in value due to the construction that has occurred thus far. There is a 492% increase in value from 2021 to 2022 from Building D (\$917,800 to \$5,434,600¹) and a 4,145% increase in value from Parcel D's base improvement value. The value of Parcel D exceeds the original expectations as shown in Chart 1.

CHART 1: Parcel/Building D

	<u>Projected Improvement</u>			<u>Jan 2022 Assessed Value</u>	
	<u>Base Imp Value</u>	<u>Value Per Original DA</u>	<u>Jan 2021 Equalized Value</u>	<u>Jan 2021 Personal Property Tax</u>	<u>Per Grot</u>
Parcel D	\$128,200	\$2,600,000	\$917,800	NA	\$5,434,600

Developer Request: Extend the Start and Completion Timing of Parcel E/Building E-3

The request to delay the start and completion of Building E-3 on Parcel 3 does have a potential negative fiscal impact on the City. There is vacant commercial tenant space in the recently constructed Buildings E-1 and E-2 on Parcel E therefore, staff understands the interest in delaying construction, however an unnecessarily long delay when the future market conditions are unknown, or a delay past the closure of the TID, is not in the public's best interest. In addition, the location of Building E-3 fronts Weston Drive and is directly across the street from the West House apartments. The lack of Building E-3 impacts the aesthetics of the street edge and expected views from the residential development on the west side of West Drive. Therefore, staff recommends Building E-3 be delayed no longer than a completion date of December 31, 2026.

There is a 7,586% increase in value from Parcel E's base improvement value². However, Building E-1 and E-2 underperformed based on original expectations. Those values, coupled with the delay of E-3, results in a deficit value of approximately \$3.6M for Parcel E as shown in Chart 2 as originally required by the development agreement.

CHART 2: Parcel E/Buildings E-1, E-2 and E-3

¹ 2022 Assessed Value provided by City Assessor, Mike Grot

² 2022 Assessed Value provided by City Assessor, Mike Grot

	Projected Improvement				Jan 2022
	Base Imp Value	Value Per Original DA	Jan 2021 Equalized Value	Jan 2021 Personal Property Tax	Assessed Value Per Grotta
Parcel E-1	\$92,000	\$4,500,000			
E-2		\$4,500,000			
E-3		\$1,700,000	Not Built		
		\$10,700,000	\$5,411,000		\$7,072,000

Staff Recommended Contingencies

The City's expectations of project success are three fold; 1) value is achieved for the financial health and anticipated expenditures associated with the TID, 2) objectives and intent of the original development agreement remain intact and the City achieves its return on investment (ROI), and 3) physical development and construction of a complete master planned neighborhood is executed in a timely fashion.

The following highlights contingencies recommended by staff in response to developer requested delays and to ensure the expected success of the project is upheld:

1. During construction, the area of Parcel 3/Building E-3 has been used for construction storage and staging. Given the proposed delay in construction, this development agreement amendment requires Parcel E be cleared of all materials, then graded (final grade), seeded and function as green space by June 1, 2022.
2. In addition to a completion date for Building E-3 of December 31, 2026, this development agreement amendment requires Parcel F (23 pocket homes) complete construction of 80%, or 18 homes, and achieve final occupancy by December 31, 2026.
3. This amendment provides the City 30% of collection of the tax revenue in 2023 based on a project value of \$50M despite the projected value of \$45.9M, in order to achieve the City's expected return on investment. The Developer will receive the remaining tax revenue less administrative fees and the entire project's base improvement value, which result in less than the 70% otherwise provided in the original development agreement.
4. The amendment also provides the right to the City to withhold future tax reimbursements if the Developer defaults in the new completion dates for Parcel E/Building E-3 or Parcel F at 80%. Both parties continue to have the right to cure any default.

The administration of the tax reimbursement will be documented by two distinct municipal revenue obligations (MROs) and updated based on the amended development agreement.

Further, the owners of Foxtown Ventures, agree to the proposed contingencies as provided in the attached development agreement and consent to its approval as drafted.

Fiscal Impact

Year 2022:

Despite the proposed delay in construction of Building E-3, the overall project values in 2022 will exceed the value anticipated by 2022 by 19.6%. The expected net tax revenue in 2022 is

\$621,556.

Year 2024:

The development agreement requires project completion by January 1, 2024 and a project value of \$50M. The Developer agrees to the make the shortfall payment in 2023.

Recommendation

A recommendation is forthcoming from the Finance & Personnel Committee on February 8, 2022.

Attachments:

Foxtown Master Plan (PDF)

Development Agreement Amendment No. 3 (DOCX)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3917

A Resolution Approving a Third Amendment to the Development Agreement for the Town
Center Master Planned Mixed-Use Development for Foxtown Center, LLC

RECITALS

A. The Common Council granted approval of Resolution 3554 for the Foxtown Center Development Agreement to allow for infrastructure improvements and a Town Center TIF Incentive on September 11, 2018.

B. A First Amendment to the Development Agreement provided an adjustment to the timing and completion of phasing and public improvements.

C. A Second Amendment to the Development Agreement provided an exemption for default by either party subject to consideration of timing and completion of certain phases.

D. A Third Amendment to the Development Agreement extends certain deadlines desired by the Developer and adds certain terms desired by the City in consideration of the extensions.

E. The Finance & Personnel recommended approval of the Third Amendment to the Development Agreement, which is attached as Exhibit A, on March 8, 2022.

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

1. The Third Amendment to the Foxtown Center Development Agreement is in substantial conformity with the form attached to this Resolution, subject to any clerical, typographical or technical changes deemed necessary by the City's legal counsel, is approved.

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

Approved by: John Wirth, Mayor

Date Approved: March 8, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 8, 2022.

Caroline Fochs, City Clerk

MASTERPLAN RENDERING



THIRD AMENDMENT TO DEVELOPMENT AGREEMENT

This Third Amendment to Development Agreement (the “Amendment”), is dated as of March 8, 2022, and is entered into by and between the City of Mequon, a Wisconsin municipal corporation (“City”) and Foxtown Center, LLC (the “Developer”).

WHEREAS, the City and Developer entered into a Development Agreement (the “Original Agreement”) dated as of September 11, 2018, regarding a development named Foxtown, which Agreement contained certain deadline dates; and

WHEREAS, the City and Developer entered into a First Amendment to Development Agreement (the “First Amendment”), dated as of January 15, 2020; and

WHEREAS, the City and Developer entered into a Second Amendment to Development Agreement dated as of December 14, 2021 (the “Second Amendment,” or together with the Original Agreement and the First Amendment, the “Agreement”); and

WHEREAS, City acknowledges that the Fast Track Improvements have been completed and the Lookback Review has been completed, and the final amount of the Fast Track Improvement Costs has been determined; and

WHEREAS, the City and Developer acknowledge that since the final Fast Track Improvement Costs have been determined, it is practical for the City to issue two MROs, one for the Fast Track Improvement Costs, and one for the Additional 5% Incentive; and

WHEREAS, the Developer wishes to extend certain deadlines in the Agreement, the City wishes to add certain terms in consideration of these extensions, and the parties wish to make certain clarifications in the Agreement; and

WHEREAS, the Agreement contained deadlines for completion of the Project on individual Parcels and as a whole, and assumptions on the Tax Increment that would be generated by the completion of development on these Parcels, including the shared Tax Increment that would be retained by the City; and

WHEREAS, the City Assessor has made calculations of the January 1, 2022 New Development Values of the Parcels, which indicates that some of the Parcels have been completed more quickly than projected and produced more Tax Increment than expected, and that some of the Parcels have been completed later than required or produced less Tax Increment than expected, but that overall the Property has a New Development Value that is more than the \$30,000,000 minimum required by January 1, 2023 in Section 4.2(b) of the Agreement, and is less than the \$50,000,000 projected Completion Value required by January 1, 2024, but that the improvements on Parcel D are not completed; and

WHEREAS, the Required Developer Build & Financially Contribute Offsite Improvements have been completed; and

WHEREAS, the City Owned Public Improvements have been completed; and

WHEREAS, therefore, with this information, the City is willing to make some modifications to the required schedule in the Agreement, and to the terms of the Agreement, on the terms set forth below.

NOW, THEREFORE, for ten dollars and other good and valuable consideration, the Developer and the City hereby agree as follows:

1. Fast Track Incentive. City and Developer acknowledge that the Fast Track Improvements have been completed by Developer, have been inspected and approved by the City, and the Lookback Review has been completed. City and Developer agree that the final Fast Track Improvement Cost is \$1,647,719, which, along with the agreed upon Base Improvement Value of \$725,400, results in a “Total Fast Track Incentive” of \$2,373,119, and the first chart on Exhibit E of the Original Agreement is modified to reflect this amount.

2. Completion Dates. The Original Agreement required completion dates for all improvements on each Parcel, and the First Amendment modified some of those dates. The Agreement, and specifically Exhibit I of the Original Agreement, is hereby further modified to provide that the “Completion Year” for Parcel D shall be 2022; and for Parcel E Building 3 and Parcel F shall be 2026, meaning that the entire Project on those Parcels must be completed by the end of that Completion Year, except that the Project on Parcel F shall be considered “completed” when final occupancy permits have been issued for the buildings on 18 Lots in Parcel F, and all other improvements on Parcel F required by the Agreement (including Building and Site Improvements as defined in Section 1.1(b) of the Agreement), are completed by December 31, 2026, provided that the completion of all other improvements on Parcel F shall be subject to the terms and conditions of that certain Development Agreement between the City and Lakeside Development of Mequon, LLC dated April 14, 2021 (the “Lakeside Agreement”). The last note on Exhibit I (defining completion as platting) is hereby deleted.

3. Separate MROs. Notwithstanding anything in the Agreement or its exhibits, the City will issue two MROs, one for the Fast Track Incentive, in the amount of \$2,373,119, within 90 days, and one for the Additional 5% Incentive, if any is earned. MRO payment will be paid on September 1 of each year, until termination of the TID, and using the Percentages on Exhibit L.

4. Additional 5% Incentive. The Agreement, and particularly Exhibit E, provides that the Total Incentives owed to the Developer would never be more than \$4,764,809, so this number, less the Fast Track Incentive of \$2,373,119, means the Additional 5% Incentive can never be more than \$2,391,690. The parties agree that the fourth sentence in Section 4.2 of the Agreement is deleted and replaced with the following: “The actual total equalized valuation of the Project (real property and Personal Property) on January 1, 2024 shall be the “New Development Value.” As a reminder the term “New Development Value” is the final equalized value of the Property and Personal Property, and “New Improvement Value” is the New Development Value less the Base Improvement Value. Since December 31, 2023 was the Completion Date of the Project in

the Original Agreement, and the New Improvement Value was to be determined after that Completion Date, the New Improvement Value will be determined as of January 1, 2024; the Additional 5% Incentive shall be 5% of the New Improvement Value as of January 1, 2024, but no greater than the cap of \$2,391,690. Note Developer is not entitled to any part of the Additional 5% Incentive if it does not meet the requirements in Section 4.2(b) of the Agreement. The City shall issue an MRO for the Additional 5% Incentive, within 90 days after the issuance of the final assessment for January 1, 2024. The Fast Track Incentive MRO shall be paid in full first and then the MRO for the Additional 5% Incentive.

5. Parcel Cleanup. By June 1, 2022, all equipment, building material and soil stockpiles shall be removed from Parcel E, and the parcel shall be final graded and seeded with grass.

6. Guaranteed Tax Increment and Differential Payments. The parties agree that none of the terms in this Amendment will delay or reduce the Differential Payments required under the Agreement. The parties agree that, in a year where a Differential Payment is due under the provisions of Section 7.6 of the Agreement, rather than the City billing Developer for a Differential Payment, the City shall be entitled to retain, from the Tax Increment remaining after deducting the taxes collected on the Base Improvement Value, the City's Administrative Fees, and the City's Percentage (as shown on Exhibit L) of the taxes that would have been assessed and levied for that year if the equalized valuation of the Property and Personal Property was \$50,000,000 (unless the last sentence in Section 7.6 of the Agreement applies, in which case the foregoing amount shall be reduced to \$30,000,000). If the Tax Increment is insufficient in any year to make that payment, Developer will be required to make a Differential Payment for any shortfall. As identified on Exhibit L, Developer is to receive 100% of the Tax Increment (less the City's Administrative Fees and taxes collected on the Base Improvement Value) for three years, being for the taxes assessed on the value of the Project completed in calendar years 2019, 2020, and 2021 (which taxes will be assessed and levied against the Property and Personal Property in December of 2020, 2021, and 2022, respectively), and only 70% thereafter. Further, in consideration of delaying the completion dates of Parcels D, F and building 3 on Parcel E, if the equalized valuation of the Property and Personal Property as of January 1, 2023 is less than \$50,000,000, Developer agrees that a Differential Payment shall also be due with respect to taxes assessed and levied against the Property and Personal Property in December of 2023 (using the withholding procedure in this paragraph), which Differential Payment shall be determined as if the equalized valuation of the Property and Personal Property as of January 1, 2023 was \$50,000,000, as was projected in Exhibits I and L.

7. Language Clarifications. The word "assessed valuation" shall be replaced with "equalized valuation" in Section 4.2, line 18 of the Agreement, in order to match the other formulas. The last sentence of Section 7.6 of the Agreement is hereby deleted and replaced with the following: "Notwithstanding the language above, if, under the provisions of Section 4.2(b), the Developer fails the requirements and the entire Additional 5% Incentive is eliminated, then the Guaranteed Tax Increment shall be \$30,000,000 and not \$50,000,000, but the remainder of the provisions shall apply as to this lowered Guaranteed Tax Increment amount.

8. Confirmation. City and Developer acknowledge that these changes do not extend the dates for Developer to recover Tax Increment. None of the other dates in Exhibit I are changed.

Nothing in this Amendment shall delay the dates for the Developer to provide the Guaranteed Tax Increment. It is clarified that if any taxes assessed and levied against the Property and Personal Property in December of 2020, 2021, or 2022 (that is, for any year for which the Developer's "Percentage" in Exhibit L is 100%) become delinquent and payment of such delinquent taxes is received by the City in a later year, such taxes, when they are received by the City, shall be treated for purposes of the "Percentage" as if they were received in the year in which payment was due.

9. Application Deadline. With regard to the Application Deadline identified in the Second Amendment, the parties confirm that Application was resolved.

10. Definitions. All capitalized terms not otherwise defined herein shall have the same definitions as in the Agreement. Unless modified in this Amendment, all terms of the Agreement shall remain unchanged. Taking into account the modifications made by the First Amendment, the Second Amendment and by this Amendment, Developer remakes the warranties and representations in Section 3.2 of the Original Agreement, warrants that the facts on Exhibit A attached hereto are true, and warrants that the person signing this Amendment has the power and authority to act on behalf of all of the owners of the Properties encumbered by the Agreement. Changes contained herein shall supersede any contrary language in the Agreement or its exhibits.

11. Property Encumbered. Developer hereby confirms that the Agreement affects and encumbers the Property, as defined in the Agreement, and as more particularly described on Exhibit A, attached hereto and incorporated herein by this reference. If the signatures of any lender or any owner of any part of the Property are needed to make this Amendment effective, they are attached to this Amendment. The City may record an amendment to its Memorandum of Development Agreement to incorporate the terms in this Third Amendment.

12. Offsite Improvements. City and Developer confirm that the Required Developer Build & Financially Contribute Offsite Improvements, have been completed, have been inspected and approved by the City, and therefore this obligation is satisfied.

13. City-Owned Public Improvements. City and Developer confirm that the City Owned Public Improvements have been completed, have been inspected and approved by the City, and any Letter of Credit posted for that work has been released to Developer, except for Letter of Credit amounts for continuing maintenance provisions.

14. Penalty for Lack of Completion. In consideration of the extension of deadline dates for completion herein, if Building 3 on Parcel E is not completed by December 31, 2026, or if Parcel F is not completed by that date (taking into consideration that the definition of "completed" above is issuance of final occupancy permits for the buildings on eighteen (18) of the Lots, and the completion of the other improvements required on Parcel F, subject to the terms and conditions of the Lakeside Agreement), then City shall have the additional remedy of withholding any Payments on the MROs due in 2027 or 2028, until the City and Developer have executed a written agreement resolving that default.

[Signatures and acknowledgements on following pages]

IN WITNESS WHEREOF the Developer and the City of Mequon, Wisconsin, by its Common Council, have caused this Third Amendment to Development Agreement to be executed as of the dates set forth below.

DEVELOPER:

Foxtown Center, LLC

By: _____
Martin W. Meyer, its Manager

Dated: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN

SS.

COUNTY OF MILWAUKEE

Personally came before me this ____ day of March, 2022, the above named Martin W. Meyer, to me known to be the Manager of Foxtown Center, LLC, named above, and acknowledged the same.

*

Notary Public State of Wisconsin

My Commission:- _____

Joinder

Lakeside Development of Mequon, LLC joins in the execution of this Amendment for the sole purpose of agreeing to the modifications of this Amendment as said modifications affect Parcel F.

Lakeside Development of Mequon, LLC

By: _____

Thomas Zabjek, Manager

Dated: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN

SS.

COUNTY OF MILWAUKEE

Personally came before me this ____ day of March, 2022, the above named Thomas Zabjek, to me known to be the Manager of Lakeside Development of Mequon, LLC, named above, and acknowledged the same.

*

Notary Public State of Wisconsin

My Commission:- _____

Attachment: Development Agreement Amendment No. 3 (RESOLUTION 3917 : Foxtown DA Amendment #3)

City:

City of Mequon

By: _____
John Wirth, Mayor

Date: _____

Attest:

By: _____
Caroline Fochs, City Clerk

Date: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN

SS.

COUNTY OF OZAUKEE

Personally came before me this ____ day of March, 2022, the above named John Wirth and Caroline Fochs, to me known to be the Mayor and City Clerk, respectively, of the City of Mequon, Wisconsin, named above, and acknowledged the same.

*

Notary Public State of Wisconsin

My Commission:- _____

EXHIBIT A **LEGAL DESCRIPTIONS**

The Properties Encumbered by the Agreement and this Amendment are the following:

Parcel A: Foxtown Brewery/Restaurant

Lot 1 of Certified Survey Map No. 4037, recorded in the Office of the Register of Deeds of Ozaukee County, Wisconsin ("ROD") as Document No. 1071021, being a redivision of Lot 1, CSM 3807, itself being a part of the Northeast ¼ of Section 27, Township 9 North, Range 21 East, in the City of Mequon, County of Ozaukee, State of Wisconsin.

Tax Key No.: 14-027-02-025.00

Address: 6411 W. Mequon Road.

Current Owner and Parcel Owner: Mequon Brewing Property, LLC

Parcel B:

Lot 2 of Certified Survey Map No. 4037, recorded in the Office of the Register of Deeds of Ozaukee County, Wisconsin, as Document No. 1071021, being a redivision of Lot 1, CSM 3807, itself being a part of the Northeast ¼ of Section 27, Township 9 North, Range 21 East, in the City of Mequon, County of Ozaukee, State of Wisconsin.

Tax Key No.: 14-027-02-024.00

Address: 6375 W. Mequon Road.

Current Owner and Parcel Owner: Mequon Brewing Property, LLC

Parcel C: Foxtown Apartments

That part of the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section Twenty-seven (27), Township Nine (9) North of Range Twenty-one (21) East, City of Mequon, Ozaukee County, Wisconsin, bounded and described as follows: Commencing at the Northeast corner stone located at the Northeast corner of the Northeast 1/4 of said Section 27; thence due West, 982.33 feet along the North line of the Northeast 1/4; thence due South, 316.62 feet along the West line of Industrial Drive to the place of beginning of the land to be described; thence continuing due South, 600.00 feet along the West line of said road; thence due West, 254.89 feet; thence due North, 355.58 feet; thence due West, 87.16 feet; thence due North, 244.42 feet; thence due East, 342.05 feet to the place of beginning.

Tax Key No.: 14-027-01-013.00

Address: 11127 N. Weston Drive

Current Owner and Parcel Owner:
Foxtown Apartments, LLC

Parcel D: Hamburg Hall

Lot 2 of Certified Survey Map No. 4054, recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin on April 24, 2019, as Document No. 1076129, being a part of the Northeast ¼ of the Northeast ¼ of Section 27, Township 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin.

Tax Key No.: 14-027-01-030.00

Current Owner and Parcel Owner: Fox Yard, LLC

Address: 6209 W. Mequon Road.

Parcel E: Mixed Use Buildings Parcel

Lot 1 of Certified Survey Map No. 4054, recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin on April 24, 2019, as Document No. 1076129, being a part of the Northeast ¼ of the Northeast ¼ of Section 27, Township 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin.

Outlot 1 and Outlot 2 of Certified Survey Map No. 4049, recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin on March 4, 2019, as Document No. 1074319, being part of the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 27, Township 9 North, Range 21 East, in the City of Mequon, County of Ozaukee, State of Wisconsin.

For information only:

Tax Key Nos: 14-027-01-029.00, 14-027-01-028.01 and 14-027-01-028.02

Address: 11050-11120 N. Weston Drive

Current Owner and Parcel Owner: FT 1, LLC

Parcel F: Single Family Home Parcel

Lot 2 of Certified Survey Map No. 4049, recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin on March 4, 2019, as Document No. 1074319, being part of the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 27, Township 9 North, Range 21 East, in the City of Mequon, County of Ozaukee, State of Wisconsin.

Tax Parcel No's: 14-027-01-027.00

Address: 110XX N. Weston Drive

Current Owner and Parcel Owner: Lakeside Development of Mequon, LLC



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: March 8, 2022
SUBJECT: RESOLUTION 3924 A Resolution Approving a Revolving Fund Loan in the Amount of \$100,000 for Mind+ Neurology, a Medical Clinic, Located at 12200 Corporate Parkway

Background

The City of Mequon is in receipt of an application by Mind+ Neurology for \$100,000 from its Revolving Loan Fund (RLF). Please find attached a memo from Ozaukee County Economic Development Director, Kathleen Cady-Schilling dated February 4, 2022, which summarizes the proposal and analysis and includes conditions of approval recommended by the Economic Development Board.

Analysis

The request for the loan is to assist with leasehold improvements. The new clinic will open in the Mequon Corporate Park at 12200 Corporate Parkway. The new business will create a minimum of 5 new full-time equivalent positions as part of the loan application and \$1.4M in tenant improvements.

The funding request was evaluated by Ozaukee County Economic Development and by an outside financial consultant working on behalf of the City. In addition to new job creation, the loan approval is contingent upon the use of the owners' private equity and finalization of an approved \$2.4M loan by Waukesha State Bank, a 10-year term and amortization, an interest rate of 1.67% and collateral.

Fiscal Impact

The balance of the City's revolving loan fund is \$405,000. These funds are administered by the Department of Commerce and Ozaukee County Economic Development. Action to approve the application by Mind+ Neurology will result in a fund balance of approximately \$305,000.

Economic Development Board Recommendation

The Economic Development Board recommended approval on February 22, 2022, by a vote of 5-1.

Finance & Personnel Committee Recommendation

A recommendation is forthcoming from the Finance-Personnel Committee on March 8, 2022.

Attachments:
OED Memo (DOCX)

Mind+ RLF Application (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3924

A Resolution Approving a Revolving Fund Loan in the Amount of \$100,000 for Mind+ Neurology, a Medical Clinic, Located at 12200 Corporate Parkway

RECTIALS

A. The City Economic Development Board recommended approval of a \$100,000 revolving loan fund application for Mind+ Neurology, a medical clinic, located at 12200 Corporate Parkway at their meeting on February 22, 2022, in accordance with a recommendation from Ozaukee County Economic Development.

B. The Finance-Personnel Committee and Common Council recommended approval of the loan at their meeting on March 9, 2022.

C. The loan will create a minimum of 5 full-time equivalent jobs.

D. The loan will be used to assist with leasehold improvements.

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

1. The \$100,000 loan application for Mind+ Neurology is approved in accordance with the attached recommendation from the Economic Development Board and Finance-Personnel Committee subject to the following conditions:

- a. That a \$100,000 RLF loan is provided to Mind+ Neurology. The loan will be used the leasehold improvements for their new clinic at 12200 Corporate Parkway.
- b. That a loan of \$2.4 million is provided to the Company by Waukesha State Bank.
- c. That the RLF loan is provided with a ten-year term and amortization and an interest rate of 1.67 percent.
- d. That the RLF loan have a six-month deferral of principal payments.
- e. That keyman insurance is taken out for all three principals for the term of the loan.
- f. That the company shall at all times during the term of the loan have a Board-certified Neurologist on staff.

- g. That the loan is secured with the collateral on all business assets and personal guarantees from Mr. Aaron Hart, Mr. Jacob Hart and Dr. Aaron Bubolz.
- h. That the Company creates at least 5 new full-time equivalent positions within 24 months of the closing on the RLF loan and that the new jobs are made available through the Ozaukee County Workforce Development Center.
- i. That the Company provides to the County, or its designee, on an annual basis, semi-annual financial statements that are certified by the borrower, annual financial statements that are compiled by a certified public accountant, and signed copies of its corporate Federal income tax return.

2. The Mayor, City Clerk, and other appropriate City staff are directed and authorized to sign and close any and all necessary loan documents that are consistent with this approval subject to the City Attorney's review and approval.

Approved by: John Wirth, Mayor

Date Approved: March 8, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 8, 2022.

Caroline Fochs, City Clerk



MEMORANDUM

TO: Mequon Economic Development Board

FROM: Kathleen Cady Schilling, Executive Director
Ozaukee Economic Development

DATE: February 4, 2022

SUBJECT: REVOLVING LOAN FUND LOAN: Mind+ Neurology

The purpose of this memorandum is to provide a summary and staff analysis of the request from Mind+ Neurology for a Revolving Loan Fund (RLF) loan for leasehold improvements to open a new clinic in the Mequon Corporate Park. Mind+ Neurology's entire project is 2.65 million dollars and includes \$850,000 in leasehold improvements, \$200,000 in capital equipment and 1.6 million in working capital. The RLF portion of the loan would be utilized for the leasehold improvements. The business has requested a \$100,000 loan.

Background

Mind+ Neurology will be a new clinic with a focus on offering comprehensive care for sufferers of headaches and migraines, including diagnosis, treatment, and continuous care plan management. A complete portfolio of care services, including treatment procedures, will be provided at the clinic as well as offering digital patient care for diagnosis, medication and care plan management for patients throughout Wisconsin and the United States.

The company will be led by three members with complimentary skills. Aaron Hart will serve as the Chief Executive Officer. Mr. Hart comes GE Healthcare and his last position was as a Senior Project Director for GE Healthcare's Mural Solution. Dr. Aaron Bubolz will serve Chief Medical Officer and Physician. Dr. Bubolz has worked with Aurora in the Neurology field since 2016. Jacob Hart, RN, BSN, MBA will serve as the Chief Operating Officer. Mr. J. Hart is a Health Care Executive working with Aurora Health Care in Patient Care. Mr. Aaron Hart and Dr. Bubolz will each own a 40% share in the company and Mr. Jacob Hart will own 20% share.

The company feels that it has a competitive advantage as there are only five board certified neurologists in Wisconsin and four clinics focusing on headache and migraine management. Only two of these clinics are located in the Milwaukee area and Mind+ has some competitive advantages – one not being

connected to any of the current health care systems, allowing them to attract patients from throughout the different systems and its utilization of the digital marketplace allowing them to expand their reach beyond Milwaukee.

The company will be executing its lease at the beginning of the second quarter with a planned opening in October of 2022. Patients will begin soon after. The company has provided the City with detailed financial projects breaking out their costs on a monthly basis. Due to the fact that patients will not be seen until the fourth quarter of 2022 and a significant amount of costs will be expended on the build-out of the space and purchase of equipment, it does show a loss in 2022. With a planned marketing campaign and the development of partnerships with area medical groups, 2023 shows a small profit with the company achieving significant profits by 2024.

The company will be hiring additional employees. Two additional FTEs will be hired for the management team, both a Director of Patient Acquisition and a Director of Revenue. Within two years, an additional 16 FTE and 16 PT employees will be hired to work directly with patient care.

Funding Request

The Company is requesting that the \$100,000 RLF loan be provided with a term of ten years and an interest rate of 1.675 percent, with a six month deferral of principal to ease the original start-up costs. The company has received an approval for \$2.4 million loan from Waukesha State Bank. Additionally, the owners will be putting in \$150,000 in owner's equity into the project.

The collateral available to secure the loan would be a second GBSA on all business assets and personal guarantees from Mr. Aaron Hart, Mr. Jacob Hart and Dr. Bubolz.

The Company has agreed to create at least 5 new full-time equivalent jobs in exchange for the RLF loan (The company plans on hiring 18 new FTE positions and additional PT positions.). The company will use our partner, Forward Careers to promote these positions.

Per Mequon's requirements, OED had this loan reviewed secondarily by Trish McEnerney from BMO Harris. Ms. McEnerney provides this analysis to OED and the City of Mequon. Ms. McEnerney is recommending approval per her review, it reviewing the business plan, she felt that they had a strong competitive advantage due to the field of medicine. She thought that the financials looked solid and that the ability to take private insurance, plus the subscription model strengthens their application.

Contingencies

If the City approves the loan request, it is recommended that the following conditions accompany the approval:

1. That a \$100,000 RLF loan is provided to Mind+ Neurology. The loan will be used for leasehold improvements in their new clinic at 12200 Corporate Parkway.

2. That a loan of \$2.4 million is provided to the Company by Waukesha State Bank.
3. That the RLF loan is provided with a ten-year term and amortization and an interest rate of 1.67 percent.
4. That the RLF loan have a six month deferral of principal payments.
5. That keyman insurance is taken out for all three principals for the term of the loan.
6. That the company provide evidence of a contract with Dr. Bubolz for the term of the loan with a contingency that his employment may not terminate until a replacement Board-certified Neurologist is found.
7. That the loan is secured with the collateral identified above.
8. That the Company creates at least 5 new full-time equivalent positions within 24 months of the closing on the RLF loan and that the new jobs are made available through the Ozaukee County Workforce Development Center.
9. That the Company provides to the County, or its designee, on an annual basis, semi-annual financial statements that are certified by the borrower, annual financial statements that are compiled by a certified public accountant, and signed copies of the corporate Federal income tax return.

* * *

Attachment A

City of Mequon
Revolving Loan Fund Application

1. Business Name: Mind+ Neurology Inc
 Address: 12200 N. Corporate Parkway
Mequon, WI

Contact Person: Aaron Hart
 Telephone No.: 414-416-7568

2. Brief Project Description: Mind+ Neurology is neurology clinic with a clear focus on offering complete
and comprehensive care for sufferers of headache and migraine, including diagnosis, treatment, and care plan
management. A complete portfolio of care services, including treatment procedures, will be provided at a
world-class clinic, while offering unmatched digital patient care services for diagnosis, medication, and care plan
management to patients across Wisconsin and the United States.

3. <u>Source and Use of Funds</u>	<u>RLF Financing</u>	<u>Bank Financing</u>	<u>Other Financing</u>	<u>Owner's Equity</u>	<u>TOTAL</u>
a) Real Estate Purchase					
b) Building Construction					
c) Building Renovation					
d) Leasehold Improvements	\$ 100,000	\$ 750,000			\$ 850,000
e) Capital Equipment		\$ 200,000			\$ 200,000
f) Working Capital		\$ 1,450,000		\$ 150,000	\$ 1,600,000
g) Closing Costs					\$ -
TOTAL PROJECT COSTS	\$ 100,000	\$ 2,400,000	\$ -	\$ 150,000	\$ 2,650,000

4. RLF Assistance Requested:

a) Loan Amount \$ 100,000
 b) Interest Rate (percent) 2.00%
 c) Loan Term (years) 7
 d) Principal Deferral (months) 8

Attachment: Mind+ RLF Application (RESOLUTION 3924 : RLF Mind + Neurology)

5. Source of Private Debt Financing

Name: Waukesha State Bank
 Address: Waukesha, WI

Contact Person: Avelina Poppert
 Telephone No.: (262) 953-5716

6. Job Creation and Retention

	New Jobs		Retained Jobs	
	Number	Pay Range	Number	Pay Range
Full-Time Jobs	20.0	150K-250K	20.0	150K-250K
Part-Time Jobs	17.0	50K-100K	17.0	50K-100K
TOTAL JOBS	28.5	FTE		

7. Date Project Will Begin: March 1, 2022

I hereby certify that the information provided above and in the attached supporting documentation is to the best of my knowledge true and correct.


 Signature _____

27 January 2022
 Date

For additional information about the City of Mequon RLF program, please contact Kathleen C. Schilling, Executive Director, Ozaukee Economic Development (262) 238-7730.

Please submit the RLF application and supporting documentation to:

Kathleen Schilling, Executive Director
 Ozaukee Economic Development
 121 W. Main Street
 Port Washington, WI 53074



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

www.ci.mequon.wi.us

Office of Parks and Forestry

TO: Common Council
FROM: Mike Gies, Parks and Forestry Superintendent
DATE: January 19, 2022
SUBJECT: RESOLUTION 3912 A Resolution Approving a First Amendment to the Special Event Agreement for Annual Gathering on the Green Festivities in Rotary Park

Background

Gathering on the Green is again requesting use of Mequon's Rotary Park for their annual event. The event is a community staple and is currently the largest event held at Rotary Park.

In 2021, Common Council approved a Special Event Agreement for Gathering on the Green for the specifics of this event. Since 2021, Gathering on the Green proposed adding additional days and amending the typical weekend to reserve for the event. Deviations from the previously approved Special Event Agreement are highlighted in blue and represent additional changes that are being requested for the 2022 and future events.

Analysis

The standard template agreement includes provisions for inclement weather, cancellation if there is a public health emergency, the cost of rental and outlines the terms for the use of the park. The template agreement also includes provisions to address the protection of park facilities, including the ability of the Parks and Forestry Superintendent to modify park usage in inclement weather. Should damage occur as a result of the event, the organizer is required to repair the damage at its own cost. The template agreement also covers the requirement for liability insurance by the renter and any vendors, the terms of which were reviewed by the City's insurance carrier.

Fiscal Impact

The basis for the 2022 fees (1.a) and the breakdown of the 2021 fees are as follows:

	2021 Actual	2022 Recommended
Rental Fee	\$1,450 (Reduced to 2 days x \$500 Reuter Pavilion + 2 days x \$225 Rotary Pavilion)	\$5,075 (7 days x \$500 Reuter Pavilion + 7 days x \$225 Rotary Pavilion)
Holding Tank Pumping	\$ 1,040 (4 pumping x \$260)	\$ 1,040 (4 pumping x \$260)
Janitorial Supplies	Actual Costs paid from Security Deposit refund	Actual Costs paid from Security Deposit refund
Emergency Services	Fee Waived	\$8,160
Security Deposit	\$1,000	\$1,000
TOTAL	\$3,490	\$15,275

The event will generate revenue for the park and may provide another possible source for future donations. All other impacts to the park should be covered through the special event agreement. The only other cost associated with the event will be additional park personnel for morning and afternoon cleaning rounds.

Previous Event Fee Reductions

Last January and February, the Common Council approved Special Event Agreements for Lionsfest and Gathering on the Green. Recognizing that the Thiensville-Mequon Lion's Club and Gathering on the Green are both civic organizations that use the events as a fund-raising opportunity for charitable contributions within the community, the Common Council modified the fee required by the Special Event Agreement. The fee as approved eliminated the fees for emergency services and reduced the number of days in the rental to those of the actual event. At the time of approval, the Common Council acknowledged the need to establish a policy outlining which organizations may be considered for a modified fee. Note that the Park and Open Space board recommended and continues to recommend administering fees consistent with the City of Mequon Fee Schedule and Special Event Agreement template. Generation of a policy exception to those fees should go through the Finance-Personnel Committee for consideration.

In 2021, the Common Council eliminated the Emergency Services fee and approved the agreement only charging for the days of operation for each event instead of the total number of days the park is impacted by the event. The original template fee for Gathering on the Green in 2022 includes rental fees for the days of the days of operation, and the days associated with preparation and cleanup. In that manner, the rental fee recognizes that both the preparation/cleanup for the event and the event itself impacts the ability for the city to rent the park facilities. For all three in 2021, the Common Council amended the number of days in the rental fee to only include the number of operating days.

After discussion, if the POSB, Committee of the Whole, or Common Council considers an amendment to the Event Fee, it could amend the agreement to revise the fee to one of the following:

	Eliminate Emergency Services Fee	Reduce Rental Days	Eliminate Emergency Services Fee and Reduce Rental Days
Rental Fee	\$5,075 (7 days x \$500 Reuter Pavilion + 7 days x \$225 Rotary Pavilion)	\$2,900 (4 days x \$500 Reuter Pavilion + 4 days x \$225 Rotary Pavilion)	\$2,900 (4 days x \$COST Reuter Pavilion + 4 days x \$COST Rotary Pavilion)
Holding Tank Pumping	\$ 1,040 (4 pumping x \$260)	\$ 1,040 (4 pumping x \$260)	\$ 1,040 (4 pumping x \$260)
Janitorial Supplies	Actual Costs paid from Security Deposit refund	Actual Costs paid from Security Deposit refund	Actual Costs paid from Security Deposit refund
Emergency Services	Fee Waived	\$8,160	Fee Waived
Security Deposit	\$1,000	\$1,000	\$1,000
TOTAL	\$7,115	\$13,100	\$4,940

Recommendation

On January 19, 2022, the Park & Open Space Board approved a recommendation in favor of amending the Special Event Agreement to extend the Gathering on the Green event from 2 days to 4 days and allowing the event to move from its previously specified weekend.

The POSB further recommended the fees to be charged in accordance with the city's current fee schedule and template Special Event Agreement. In lieu of a policy, the POSB recommends the normal daily rental rates be adhered to. Accordingly, the POSB and staff recommend the Common Council approval of the amended Special Event Agreement with a total fee of \$6,115 plus a \$1,000 security deposit, to cover facility usage and other pass-through expenses.

Attachments:

Special Event Agreement (Gathering on the Green) 2022 (PDF)

GOG Memo January 2022 (DOCX)

E-mail from FD on GOG (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3912

A Resolution Approving a First Amendment to the Special Event Agreement for Annual
Gathering on the Green Festivities in Rotary Park

RECITALS

A. The City of Mequon created a template Special Event Agreement for use in the parks.

B. Amendments to the template agreement language require a recommendation by the Park & Open Space Board and approval by the Common Council.

C. Gathering on the Green Inc. has requested permission to operate its annual Gathering on the Green concert event at Mequon's Rotary Park, which requires exceptions to Chapter 54, which are allowed with a revision to the template agreement.

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

1. The Special Event Agreement for Gathering on the Green to be held at Rotary Park in the form attached hereto is approved subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney and renewal of the same on an annual basis.

2. The Parks and Forestry Superintendent is authorized and directed to execute and deliver the same.

Approved by: John Wirth, Mayor

Date Approved: March 8, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 8, 2022.

Caroline Fochs, City Clerk

CITY OF MEQUON
SPECIAL EVENTS AGREEMENT

Gathering on the Green

Articles of agreement made and entered into this _____ day of _____, 2022, by and between Gathering on the Green, Inc, hereinafter called the Renter, and the City of Mequon, a municipal corporation of Ozaukee County, Wisconsin, hereinafter called the City.

RECITALS

1. The Renter requests access to Rotary Park (hereinafter called the Park) for Gathering on the Green (hereinafter called the Event).
2. The Event qualifies as a Special Event, as defined in Chapter 54 of the City of Mequon Code of Ordinances.
3. The City's standard Rental Agreement and Fee does not sufficiently address the scale of the Event.
4. The City has identified certain responsibilities of the Renter necessary to use the Park for the Event.
5. Completed Agreement must be submitted no later than 60 days in advance of the Event.
6. **NOW, THEREFORE**, in consideration of these Recitals the mutual agreements, benefits and responsibilities outlined herein, the parties agree:
7. The Renter shall be required to:
8. Event Fee.
 - a. Based upon time of year, number of attendees and duration of the event, the Event Fee for the Event is \$15,275. The Event Fee is comprised of the following costs:
 1. \$5,075 Rental Fee (7 days @ \$725/day)
 2. \$1,040 Holding Tank Pumping (4 @ \$260/each)
 3. _____ Field Usage Fee (4 days @ \$80/day)
 4. TBD Janitorial Supplies (toilet paper and garbage bags)
 5. \$8,160 Emergency Services (80 hours Police @ \$102/hour)
 6. \$1,000 Security Deposit – Less Supplies Provided (1.a.iv)
 - b. An executed Special Events Agreement and one-half (1/2) of the Event Fee is required as a Deposit to secure the date of the event.
 - c. The balance of the fee is due no less than thirty (30) days prior to the Event.
9. Liability Insurance.
 - a. A copy of the Event Liability Insurance is due no less than thirty (30) days prior to the Event.
 - b. Any outside vendors must also provide a copy of Liability Insurance no less than ten (10) days prior to the Event.
 - c. If alcohol is served at the Event, the policy must include Liquor Liability coverage. This coverage should protect the Renter and the City against any alcohol-related accidents, as the Renter is ultimately liable for the safety of the guests.
 - d. The certificate of liability insurance or certificate of coverage must meet the following guidelines:
 - i. The certificate must name the City of Mequon as Additional Insured.
 - ii. The certificate must include the name and mailing address of the insured.

- iii. The certificate must name the Event for which the certificate is requested and specify date of that Event (This information should be included in the “description of operations/locations/...” section of the certificate).
- iv. The certificate must provide coverage under general liability, excess liability or a combination thereof totaling \$1,000,000. This coverage should be on a per occurrence basis.
- v. Evidence of premium payment must be attached to the certificate.
- e. This certificate should be forwarded to:

City of Mequon
 Attn: Parks Department
 11333 North Cedarburg
 Road Mequon, WI 53092-
 1930

10. Site Plan.

- a. The Renter shall provide a site plan for the Event.
 - b. Site map shall specify the location, perimeter, route, and the locations of required facilities/amenities/services.
 - c. Site map shall include all proposed signage and fencing for approval by the Parks and Forestry Superintendent prior to installation.
11. Portable Toilet and Hand Washing Facilities. For events where the number of attendees exceed the capacity of the Park bathroom facilities, the Renter supplies 35 portable toilets and 7 hand washing facilities to supplement the Park facilities.
- a. The City will determine whether temporary toilet facilities will be required.
 - b. Events over 250 attendees require portable toilets at a ratio of 2 toilets/500 attendees with at least 1 ADA unit.
12. The portable toilets shall arrive no earlier than two days prior to the Event and be removed from the Park no later than end of the day after the Event.
13. Dumpster. The Renter shall provide 2- 30 yard dumpsters to collect all of the refuse generated by the Event. The Renter shall directly contract with the vendor to provide the dumpster. The dumpster shall arrive no earlier than **three days** prior to the Event and be removed from the park no later than the end of the day after the Event. Dumpster location shall be approved prior to placement with the Parks and Forestry Superintendent.
14. Restoration. If any damage occurs to the park because of the Event, or if any repairs or replacements need to be made to the park because of the Event’s use thereof under this Agreement, Renter shall pay the City for any such damage, repairs, or replacements upon demand from the City. **The Renter is responsible for securing the necessary contractor to make any and all damage repairs within 30 days of the Event. The method of repair shall be approved by the city, and the finished repair shall then be inspected and approved by the Parks and Forestry Superintendent.**
15. Power. Rotary Park does not have sufficient service to support the power requirements for the Event. Therefore, the Renter is responsible for supplying generators or other means of acquiring sufficient service to support the power requirements for the Event.
16. Delivery and Storage. Limited storage is available upon request. Rental fees will be applied to any items stored within Park facilities which restrict the subsequent rental thereof or for any staff time required for deliveries beyond normal working hours. This also applies to items left post Event. Note: It is not the responsibility of the City to ensure that pick-ups or deliveries are scheduled and

- executed.
17. Entry and Exit. Renter agrees that City staff may enter and exit premises during the course of the Event. A representative of the City may be checking periodically with the responsible parties to insure everything is operating correctly.
 18. Lost and Found. The City takes no responsibility for personal effects and possessions left on premises during or after any Event.
 19. Attendee conduct. Renter is responsible for attendee conduct.
 20. No glass containers. For the safety of Event attendees and future public Park users, glass containers are prohibited. Renter is responsible for posting necessary signage restricting use. If a vendor or attendee brings glass to the Event, Renter will also be responsible for any clean-up of glass at the conclusion of the Event.
 21. Recycling. Under Chapter 66, Article II of the City ordinances, recycling of applicable materials is mandatory. The Renter shall provide both recycling containers and proper recycling of disposed materials generated by the Event.
 22. Emergency Services.
 - a. Prior to execution of this Agreement, the Renter shall coordinate with the Mequon Police Chief and Fire Chief to determine if additional emergency services are required to secure the Event.
 - b. The City, at its sole discretion, may mandate that additional security personnel are assigned to the Event, which may involve additional fees over and above the Rental Fee.
 23. Renter shall not advertise the Event until it has received an executed copy of this Agreement.
 24. The City shall be required to:
 25. Provide a clean facility. The Park will be in a clean condition prior to the Event. By noon on the day following the Event, the Renter is required to return the space to the same clean condition in which it was found. All rental equipment must be removed immediately following the Event.
 26. Provide toilet paper and refuse container liners based upon the anticipated number of attendees. Cost of supplies will be based upon actual use. The cost of the supplies will be charged against the security deposit prior to release.
 27. Document existing conditions. Prior to the Event, City staff shall document the existing conditions of the Park, including any existing damage or maintenance items. A copy of that documentation shall be provided to the Renter. This documentation shall serve as the baseline for restoration and repair requirements post-Event.
 28. Provide maintenance. Maintenance items that effect the Event shall be addressed by the City no later than 24 hours prior to the event.
 29. The Event shall adhere to the following terms and conditions:
 30. Follow the requirements of Chapter 54 of the City of Mequon Code of Ordinances, unless an exception is otherwise provided within this document.
 31. Date of the Event.
 - a. Restrict the activities of the Event to **Thursday _____ – Sunday _____**. Preparation may occur starting no earlier than 8:00 am on Sunday of the week prior to the Event. Preparation is permitted daily during normal park hours from the identified start date to the start of the Event. Daily preparations must be communicated and coordinated with the Parks and Forestry Superintendent.
 - b. Clean up shall be complete no later than noon on the day after the Event. Any additional clean up required shall be defined and outlined in this Agreement.

- c. It is anticipated that this Event will be recurring. Subject to the terms and conditions as outlined in this Agreement, future dates reserved for the Event are the **second or** third week in July, pending coordination with the Parks and Forestry Superintendent for other committed events. **The renter must provide future dates by October 1 of the current year for approval prior to any public promotion.** If the Renter has not committed to hold the Event annually by October 1 of the Event year, by signing another Rental Agreement, the City may in its discretion cancel the reservation.
32. Number of Attendees. The Renter estimates that the daily attendance for the Event will be 5,000 guests for each of the **four** days of the Event.
33. Preparation. To the extent that preparation, including but not limited to deliveries, material and equipment storage, Event setup and general readying consume the Park facility and restrict its subsequent rental, from **July ____ – July ____**, making it necessary to include preparation days in the Rental Fee.
34. Clean Up. To the extent that clean up, including but not limited to the removal of material and equipment, including portable toilets and dumpsters consume the Park facility and restrict its subsequent rental, the clean-up **July ____ and July ____, of ____**, shall be included in the Rental Fee. All property remaining on the premises beyond the end of the Agreement will be charged at the daily rental rate.
35. Restoration. After the Event, the City will complete a walk-through of the Park prior to releasing the security deposit. Any repairs or damage identified by City staff shall be addressed immediately, or no less than three days after the Event. Restoration can and may include repairs to parking lot and building facilities, repair of turf damage (either with sod or seeding) and other issues not attributed to general Park use.
36. Hours.
- Duration of the Event. Not including preparation and cleanup, the Event shall occur on:
 - Thursday 4:30 pm to 9:00 pm.**
 - Friday from 4:30 pm to 11:30 pm.
 - Saturday from 4:30 pm to 11:30 pm.
 - Sunday from 10:30 am to 3:00 pm.**
 - Except for unusual and unforeseen emergencies, parks shall be open to the public every day of the year during designated hours. During the **four** operational days of the Event the Park will not be open to the public.
 - Approval for deliveries or other low noise operations associated with the event shall be approved by the Parks and Forestry Superintendent.
 - Daily Event Cleanup. Contractors and volunteers are permitted to remain up to two (2) hours after the Event for cleanup, **except for Sunday July ____ where cleanup may last up to 6 hours after the event.** The attendees will not be permitted to remain outside of the Event Hours.
37. Parking Restrictions (Mequon Ordinance Sec. 54-23(6)). No person in a park shall:
- Designated areas. Park a vehicle in other than an established or designated parking area and such use shall be in accordance with the posted directions thereat and with the instructions of any attendant who may be present.
 - Roads and driveways. Park on a road or driveway in violation of posted regulations of the board. No stopping or parking is permitted even briefly on the left-hand side of any road or driveway.
 - Night parking. Leave a vehicle standing or parked at night without lights clearly visible for a least 100 feet from front and rear on any driveway or road area except legally established parking areas.

- d. Double-parking. Double-park any vehicle on any road or parkway unless directed by a park official.
 - e. Exception to Mequon Ordinance Sec. 54-23(6) The Event shall be permitted limited parking outside of the designated areas. The requested parking outside of designated areas shall be included on the site plan submitted for the Event and is subject to the approval of the Parks and Forestry Superintendent. Off pavement parking may be eliminated due to inclement weather at the sole discretion of the Parks and Forestry Superintendent. All parking is subject to reparation of damage as outlined in this Agreement.
 - f. The Renter shall be required to administer a shuttle service for the Event. **In the event the off-pavement parking is eliminated, the Renter** shall be responsible for securing sufficient off-site parking for all other attendees and coordinating for a shuttle service between the two locations, including providing parking and traffic control at the location of the offsite parking and location of the Event. This shall serve as a contingent, in the case that inclement weather or site conditions make it necessary for an alternative to on grass parking.
38. Alcoholic beverages. Use and sale of alcoholic beverages regulated.
- a. Any person wishing to sell fermented malt beverages or wine coolers may do so only in designated areas, and then only with the permission of the Park and Open Space Board and by obtaining a temporary class B/class B retailers license from the City Clerk.
 - b. Renter may not serve alcohol to minors on the premises at any time.
 - c. Renter agrees, for everyone's safety, to ensure alcoholic beverages are consumed in a responsible manner.
39. No Smoking Facilities. There is no smoking permitted in any Park facility/building. The Renter shall be responsible for making the requirement clear to Event attendees and enforcing the policy at the Event.
40. Noise. All sound must be kept at an acceptable level according to City ordinances.
41. Tents. Tents must be anchored by sandbags or other weights, when positioned over parking lot areas. It is not permitted to use stakes that penetrate the parking surface. Stakes may be used for tents within turfed areas. It is the responsibility of the renter to locate utilities prior to tent installation.
42. Vendors. The Renter is responsible to ensure that all vendors have the appropriate City, Ozaukee County and state permits or licenses in place prior to the Event.
43. Fireworks and explosives. No person in a park shall bring or have in their possession or set off or otherwise cause to explode or discharge or burn any explosives or any fireworks.
44. Inclement Weather. The Renter shall register the Event with the National Weather Service. The Renter, Park Staff and Mequon Police and Fire Departments shall all communicate prior to the Event, and specifically 24 hours prior to the Event, to discuss and address any concerns regarding pending inclement weather. Renter shall have an emergency notification plan in place to notify attendees of inclement weather.
- a. Winter Weather Events. When the following weather conditions exist, the City may (at their discretion) cancel, postpone, or reschedule the Event.
 - i. Cold Weather. Combination of wind and/or temperature that is 25 degrees below zero or colder (This information can be obtained from local weather channels, radio, or weather related internet sites).
 - ii. Icy or Sleety Weather Conditions. When the National Weather Service has issued travel warnings.
 - iii. Blizzard or Other Snow Fall Conditions.

1. When the National Weather Service has issued local travel warnings.
 2. When visibility for road travel is severely limited.
- b. Summer Weather Events. When the following weather conditions exist, the City may (at their discretion) cancel, postpone, or reschedule any indoor or outdoor department organized recreational activity. Efforts to consult with Event organizers on final decisions will be considered, with the City (at their discretion) making the final decision.
- i. Extreme Heat / Humidity. When the National Weather Service has issued extreme heat / humidity warning. A warning will be issued if there is a heat index of at least 105°F but less than 115°F for a period of 3 hours or more per day or if nighttime low temperatures are above 80°F for 2 consecutive days.
 - ii. Lightning / Severe Thunderstorms. When the National Weather Service has issued a severe thunderstorm warning for the area.
 - iii. TORNADOS. When the National Weather Service has issued a tornado warning for the area.
45. Cancellation. The City has the sole discretion to cancel the Event if concerns regarding the health and safety of Event attendees cannot be properly addressed. Examples of cause of cancellation include installation of unsafe equipment or amusement rides, improper licensing of vending, health and human safety concerns, inclement weather that would affect safety of persons or Park infrastructure and failure to meet the terms of this Agreement.
- a. Deposit is non-refundable.
 - b. No refunds of the Event Fee will be refunded or issued within thirty (30) days of the Event.
46. City, County, State and Federal Laws. Renter agrees to comply with all applicable City, County, State, and Federal laws and shall conduct no illegal act on the premises. This is a drug free and non-smoking facility at all times, and there are no exceptions. The City of Mequon Police Department reserves the right, in its exclusive discretion, to expel anyone who, in its judgment, is intoxicated or under the influence of alcohol or drugs, or who shall, in any manner, do or participate in any act jeopardizing the rights, use permit, or the safety of staff, guests, or facility contents.

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

Name, Title
Agency

Michael Gies, Parks and Forestry Superintendent
City of Mequon

Approved as to Form:

Brian C. Sajdak
Mequon City Attorney



"The mission of the Mequon Police Department is to provide a safe environment through professional, efficient, and effective police services."

POLICE DEPARTMENT

Patrick T. Pryor
Chief of Police

MEMORANDUM

To: Kristen Lundeen, Director of Public Works/City Engineer

Date: January 11, 2022

From: Patrick Pryor, Police Chief

Subject: Gathering on the Green at Rotary Park

The Mequon Police Department has a history of successful planning with the organizers of this event. Historically the department has not had any significant issues with disorderly behavior during this event. There were some past parking/traffic issues which have been resolved since the organization hired a service to assist with parking.

The Mequon Police Department Captains have discussed the event and advised the department would need about 80 hours of sworn officer presence to cover the event. This would provide officers dedicated to the event during the hours of operation.

The department would still maintain its regular shift assignments during the times of the event and these officers would act as backup if needed during the event or to respond to complaints in the area outside of the event. The department also has a call-in process that can be implemented to supplement officers if the need arises.

The Police Department would also recommend the organizers continue to use the same parking service that they used in the past or a similar service. Since GOG has hired this service, there have been no parking issues and parking has been handled very well.

The Department also plans to utilize our Police Auxiliary Officer volunteers to assist with presence on the grounds and will investigate the process of having the Ozaukee Emergency government command post setup at the park for Friday and Saturday nights. The Operations Captain will work with the event organizers and make sure an emergency operations plan is in place.

Mike Gies

From: Kurt Zellmann
Sent: Thursday, January 13, 2022 7:22 PM
To: Mike Gies
Subject: Mequon Fire Position on GOTHG

Hello Mr. Gies,

Per your request I am writing to let you know that the Mequon Fire Department will continue to provide EMS coverage as we have in the past for the events that take place at Rotary Park during the Gathering on the Green event. Staffing the event with an adequate number of EMS providers for four days of activities and also covering the needs of the City itself will be a significant challenge with the lengthening of the event this year.

As in years past, MFD will not seek reimbursement for the provision of EMS service at the event.

Please feel free to contact me with any additional concerns or questions.

Respectfully,

Deputy Fire Chief Kurt W. Zellmann

City of Mequon Fire Department

11300 N Buntrock Avenue

Mequon, WI 53092

email: kzellmann@ci.mequon.wi.us

Department Main 262-242-2530

Office Direct 262-242-8787

Department Cell 414-254-0369 (*Texts Accepted*)





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

www.ci.mequon.wi.us

Office of Parks and Forestry

TO: Common Council
FROM: Mike Gies, Parks and Forestry Superintendent
DATE: February 16, 2022
SUBJECT: RESOLUTION 3919 A Resolution Authorizing Receipt of Infrastructure Improvements and Execution of a Dedication Agreement with Thiensville-Mequon Youth Baseball Association for Fencing Improvements at River Barn Park

Background

MTLL/Heat (Mequon-Thiensville Little League/ Mequon Heat) has secured partial funding and expressed interest in installing two outfield fences at River Barn Park. The fences would be installed at the City's River Barn Park, Field #1 and Field #2. A combination of a donation from the Mequon Committee Foundation, private funds from MTLL/Mequon Heat, and Parks Capital funding makeup the contributions towards the fencing.

The fences will improve the overall user experience of both ballfields. Both Field #1 and Field #2 are fields that see considerable use during spring and fall seasons. Fencing has also become a priority in more recent years given that now Lacrosse and Softball seasons overlap; with the fields being adjacent to each other, the fences offer a divide between the two groups. The fences will benefit multiple user groups and can be considered an upgrade to existing facilities. Attached is the signed Dedication Agreement executed by MTLL/Heat.

Analysis

Based on preliminary analysis there are no zoning issues with the proposed location of the fences. The DNR was contacted, and the fences are allowed within the flood plan if the fence does not impede or restrict the flow of water back to its origin. A building permit is required from the Inspections Division prior to construction being started.

The fences are constructed of high quality 2" (9 gauge) aluminized mesh. The posts will be positioned at 8' centers and be a minimum of 36" in the ground. There will be an outfield swing gate centrally installed on each of the two fields.

Chad Wirth a representative from MTLL/Heat is the liaison for MTLL/Heat and will have a representative attend the meeting for further information and discussion.

Fiscal Impact

MTLL has estimated that the costs associated with the construction of the fences will be approximately \$21,805. The City has committed a one-time, not to exceed amount of \$7,000 to the installation of the fencing. All additional or other expenses associated with the project will be incurred directly by MTLL/Heat. The City of Mequon will not cost participate in any further costs associated with completion of the project.

As a note: The City of Mequon has no mechanism for holding donated funds for the project. Staff would suggest that MTLL/Heat seek the help of the Mequon Community Foundation if needed to hold any funds until completion of the project.

The City will be invoiced in the amount of \$7,000 by the contracted and pay that invoice directly.

Recommendation

The Park and Open Space Board (POSB) recommended approval of the donation of the fencing to the two fields at River Barn Park.

Attachments:

Mequon Heat-MTLL River Barn Park Fence Proposal (PDF)
MTLL-Heat Baseball Dedication Agreement MOU 2022 (DOCX)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3919

A Resolution Authorizing Receipt of Infrastructure Improvements and Execution of a Dedication Agreement with Thiensville-Mequon Youth Baseball Association for Fencing Improvements at River Barn Park

- A. The City owns active and passive use parklands for the use and enjoyment of its citizens, and other users.
- B. The Park and Open Space Board of the City of Mequon and the City are authorized to accept monetary and in-kind donations for parks and parklands with the approval of the Common Council of the City of Mequon, pursuant to Section 27.08 (2)(b), Wisconsin Statutes.
- C. The Mequon-Thiensville/Heat (MTLL) has offered to donate infrastructure including outfield fences at two existing baseball fields at River Barn Park.
- D. MTLL/Heat estimates the cost of this infrastructure at approximately \$21,805.
- E. The City will contribute a one-time, not to exceed capital expenditure of \$7,000 from Account 410798-730016-10474.
- F. The City's Donation Policy requires that real property donations over \$5,000 cannot be accepted without prior approval from the Common Council.
- G. MTLL/Heat and the City will execute a Dedication Agreement to address unbudgeted and ongoing expenditures related to maintenance.

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

1. That the City be and is hereby authorized to accept the donated infrastructure of outfield fencing from MTLL/Heat, with its grateful appreciation.
2. That upon the completion of the construction of all improvements and infrastructure required for the project or upon written notification to MTLL/Heat from the City, MTLL/Heat shall donate the constructed improvements and all associated documentation related thereto, including but not limited to any architectural drawings, plans, engineering reports and/or surveys, to the City for public purposes;
3. That the appropriate parties are authorized to execute the Dedication Agreement between MTLL/Heat and the City as attached to this resolution.

Approved by: John Wirth, Mayor

Date Approved: March 8, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 8, 2022.

Caroline Fochs, City Clerk

MEQUON -THIENSVILLE LITTLE LEAGUE/MEQUON HEAT

RIVER BARN FENCE DONATION PROPOSAL

JANUARY 2022



FENCE PROJECT COST INFORMATION

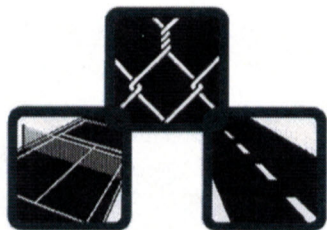
To Be Completed By Munson Fence Division On River Barn Park Field #1 and #2

1. Furnish and install approximately 970' of Chain Link Fence, including (2) swing gates. Fence to be 4' high overall.
2. All line posts will be driven 36" deep for frost protection.
3. All terminal posts will be driven 48" and all gate posts will be set in 36" deep concrete for frost protection.
4. Excavated spoils will be hauled away.

SPECIFICATIONS OF NEW FENCE TO BE AS FOLLOWS:

1. All posts, rails and applicable fittings above and below ground, will be zinc coated by the hot-dip process in accordance with ASTM F-1083 A-90, and A-626.
2. FABRIC: 2" mesh #9-gauge aluminized steel. Hot dipped galvanized before weaving with a minimum of (1.2 oz.) of zinc per square foot.
3. TOP RAIL: 1-5/8" O.D. SS20 gauge pipe.
4. LINE POSTS: 2-1/2" O.D. SS20 gauge pipe. Posts will be spaced a maximum of 8ft. on center.
5. END & CORNER POSTS: 2.5" O.D. SS20 gauge pipe.
6. GATE POSTS: 2.5" O.D. SS20 gauge pipe.
7. SWING GATE(S): Single swing gate: 3' wide by 4' high. Swing gate frame will be constructed of 1-5/8" O.D. SS20 gauge pipe welded at all corners to form a rigid panel and filled with fabric to match the fence. Latch to have a provision for padlock.

TOTAL PROJECT COST: \$21,805.00



MUNSON, INC.
Established 1955

MUNSON FENCE DIV.
MUNSON-ARMSTRONG PAVING DIV.
MUNSON TENNIS COURT DIV.

6747 N. Sidney Place Glendale, WI 53209

Phone: (414) 351-0800 FAX: (414) 351-0879

www.munsoninc.com

PROPOSAL SUBMITTED TO:

CHAD WIRTH
MEQUON HEAT – MTLL
PO BOX 633
MEQUON, 53092

DATE:

December 21, 2021

JOB NAME & LOCATION

**RIVER BARN PARK
MEQUON 53092**

CHAIN LINK FENCE

Phone (414) 852-5099

chadwirth@aol.com

7. **SWING GATE(S):** Single swing gate: 3' wide by 4' high. Swing gate frame will be constructed of 1-5/8" O.D. SS20 gauge pipe welded at all corners to form a rigid panel and filled with fabric to match the fence. Latch to have a provision for padlock.

LABOR AND MATERIAL . . . LIST PRICE \$26,185.00

DISCOUNT . . . \$4,380.00

PROJECT TOTAL \$21,805.00

AUTHORIZED
SIGNATURE: _____

Richie Guess – Project Manager

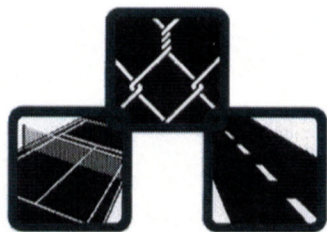
ACCEPTANCE OF PROPOSAL: The above prices, specifications and attached Terms and Conditions are satisfactory and hereby accepted. You are authorized to do the work as specified.

NOTE: This proposal may be withdrawn by us if not accepted within 10 days.

SIGNATURE: _____

Date of Acceptance: _____ SIGNATURE: _____

-SEE LAST PAGE FOR TERMS AND CONDITIONS-



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December 21, 2021

JOB NAME & LOCATION

**RIVER BARN PARK
MEQUON 53092**

CHAIN LINK FENCE

Phone (414) 852-5099

chadwirth@aol.com

Notes:

1. Munson Inc. will mark all public utilities (gas, water, electric, cable, telephone, etc.). Owner is responsible for marking private lines (lighting, sprinkler, sump pump, propane, invisible dog fence, etc.) prior to arrival of crews. Munson is not responsible for damage to unmarked private lines.
 - a. Hydro excavation may be required (at an additional cost) if utilities are found to be within 2' of post hole locations which could cost an additional +/- \$250 per hole.
2. Customer can contact All Lines Utility Services LLC at (414) 302-9750 to locate the private lines.
3. Customer is responsible for any necessary permit or variance and for locating fence line.
4. SS20 pipe uses cold rolled steel to provide high tensile and yield strength, and is triple coated to resist corrosion. It is designed specifically for the fence industry and made in the USA.
5. If pieces of concrete, footings, large rocks/boulders, debris or unstable soils are encountered in the work; an extra fee will be incurred for the removal.
6. Quoted price does NOT include "frost-digging" conditions. Should customer require installation during such conditions, an additional charge will be made based on the actual time and equipment required to complete the installation.
7. All Munson Inc. installation crews are skilled, certified, Union craftsmen.
8. Munson Fence Div. of Munson, Inc. warrants all fence material supplied and installed to be free from defects in material and workmanship for (1) [one] year from the date of completion.
9. Pricing and availability are not guaranteed due to the current volatility of the construction market including asphalt/oil, steel/aluminum, pvc/composite and acrylic products. Customer to be notified as best as possible of any adjustments required at the time of order and/or delivery per manufacturer directives.

AUTHORIZED
SIGNATURE: _____

Richie Guess – Project Manager

NOTE: This proposal may be withdrawn by us if not accepted within 10 days.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and attached Terms and Conditions are satisfactory and hereby accepted. You are authorized to do the work as specified.

SIGNATURE: _____

Date of Acceptance: _____ SIGNATURE: _____

-SEE LAST PAGE FOR TERMS AND CONDITIONS-

A. MUNSON, INC. TERMS & CONDITIONS

1. Upon acceptance of this contract, if a cancellation notice is not received in writing within three days of acceptance, Munson, Inc assumes that the owner or owner's agent accepts the work herein described and the terms and conditions of sale herein contained. Any withdrawal of this contract could result in partial billing to reimburse Munson, Inc. for planning, preparation, and materials already ordered or installed on the job site.
2. This contractor is not responsible for damage to or injuries caused by any privately (not installed by a Public Utility) placed underground wires, pipes, sewers, conduits, obstructions or restrictions. The owner or his agent agrees to indemnify and hold harmless Munson Fence Div./Munson-Armstrong Paving Div., Munson Inc. from any and all claims, liabilities, costs and expenses whatsoever arising from above.
3. Property owner is responsible for any necessary permits or variances, unless specifically noted in the contract
4. The contract does not contemplate the encountering of underlying rock, concrete, wood or other unsuitable materials or unusual conditions during excavation. Should these conditions be encountered the owner shall be charged for the extra work incurred.
5. The contract does not contemplate "frost-digging" conditions, unless specifically stated in this contract. Should owner require installation during such conditions, an additional charge will be made based on the actual time and equipment required to complete the installation.
6. Any alteration or deviation from stated specifications involving extra costs will become an extra charge over and above original contract. Any such alteration or deviation from stated specifications will be performed only upon submission of a written change order, and Owner/Contractor will be required to pay to Munson, Inc. an extra charge over and above the original contract price for performance of the requested change order.
7. If, after notification, Munson, Inc. is unable to complete its work due to unmoved vehicles or obstructions, Munson, Inc. may bill for additional trip charges or vehicle towing charges.
8. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.
9. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices.
10. All labor and material is conclusively accepted as satisfactory unless this contractor is notified in writing within 72 hours after the work is performed.
11. Any claim for property damage is conclusively waived unless this contractor is notified in writing within 72 hours of the occurrence.
12. Munson, Inc. is not responsible for concrete or asphalt damage due to normal construction equipment traffic.
13. Site restoration from excavation, such as backfilling edges or post footings, is not included unless specifically noted in the contract.
14. Prior to the commencement of the work of Munson, Inc., the work of others shall be completed to such an extent that it will not in any way conflict or interfere with the work of Munson, Inc. If Munson, Inc. is directed to commence its work prior to the time such other work is completed, Owner/Contractor agrees to pay the costs of any extra mobilizations or reduced productivity attributable to Munson, Inc. commencing any of its work before any others have completed their work.
15. All agreements are contingent upon strikes, accidents or delays beyond our control.
16. Unless stated in the contract, terms of payment are net 15 days. Any past due balances shall be subject to the current legal interest charge per month.
17. Owner shall reimburse Munson Inc. for any expense incurred by Munson Inc. in protecting or enforcing its rights under this agreement including, without limitation, reasonable attorneys fees and legal expenses (and, if appropriate, all expenses of taking possession, holding, preparing for disposition and disposing of any collateral). This includes any expenses incurred before and after the commencement of any litigation to protect or enforce its rights under this agreement, including all appeals.
18. This contract will be construed and enforced in accordance with the laws of the State of Wisconsin.

B. ADDITIONAL TERMS AND CONDITIONS FOR MUNSON FENCE DIV.

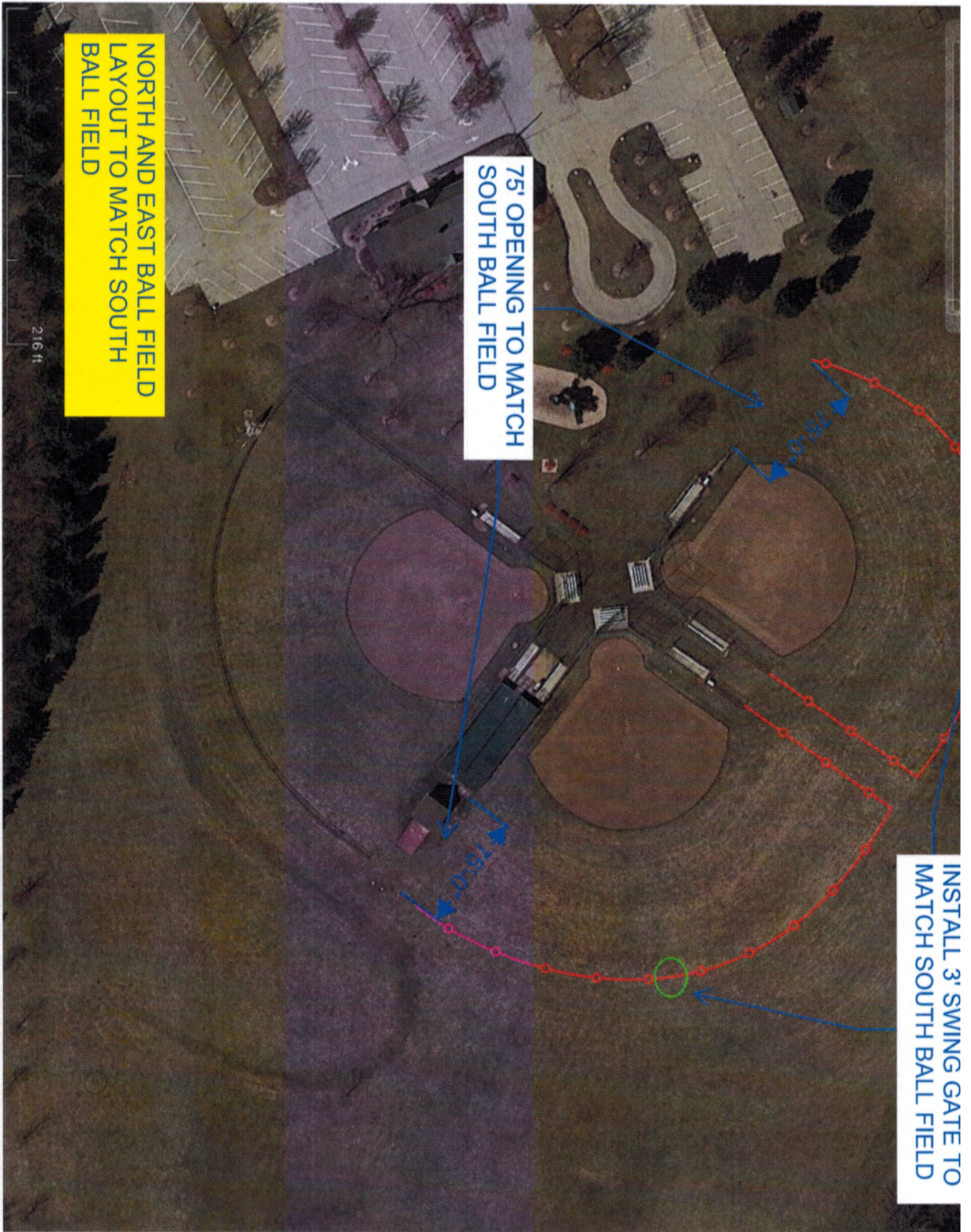
1. All property lines and grades are to be established by the owner. Fence is to follow ground lines unless otherwise provided for in this contract.
2. Obstructions of every nature, which in any manner interfere with the erection of fence shall be removed by the owner prior to commencement of work, unless otherwise provided for in this contract.
3. On all jobs where Munson Fence Div. installs or supplies "Razor Ribbon", owner or agents of the property will hold Munson Fence Div./Munson, Inc. harmless in any way from claims, liabilities or injuries.
4. Gate Operator Systems: End user to understand the operations and safety systems of the unit

C. ADDITIONAL TERMS AND CONDITIONS FOR MUNSON-ARMSTRONG PAVING DIV.

1. MUNSON-ARMSTRONG PAVING DIV. DOES NOT WARRANT AGAINST CRACKS SINCE THEY WILL APPEAR IN ALL PAVEMENTS.
2. A 1-1/2% slope or greater is necessary for surface drainage of asphalt paving; 1% for concrete paving. If the owner directs construction of the subgrade, base or paved surface that results in a lesser slope, this contractor does not warrant satisfactory surface drainage.
3. Salt or melting compounds should not be applied to concrete paving for 12 months after installation. Any pitting or peeling resulting from such application will not be warranted by this contractor.
4. Due to the fact that ready mixed concrete is composed of all natural materials, Munson Inc cannot warrant against premature discoloration.
5. Material will not be placed on a wet, unstable, or frozen subgrade. A suitable subgrade shall be furnished the contractor as a condition precedent to the performance of this contract.
6. The catch basin price is based upon the existing sewer lateral at the property line being in serviceable condition. Should it be necessary to connect to the street sewer line, owner shall be charged for the extra work incurred.

LIEN NOTICE

"AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BUILDER (CONTRACTOR) HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON THE OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR AND MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY. BUILDER AGREES TO COOPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID."



NORTH AND EAST BALL FIELD
LAYOUT TO MATCH SOUTH
BALL FIELD

75' OPENING TO MATCH
SOUTH BALL FIELD

INSTALL 3' SWING GATE TO
MATCH SOUTH BALL FIELD

216 ft



THESE SPECIFICATIONS & DRAWINGS ARE PROPERTY OF
MUNSON, INC. & MAY NOT BE REPRODUCED, COPIED OR USED
FOR COMPETITIVE BIDS WITHOUT PRIOR WRITTEN PERMISSION

MUNSON FENCE DIV.
MUNSON-ARMSTRONG PAVING DIV.
MUNSON TENNIS COURT DIV.
www.munsoninc.com

MUNSON, INC.

DATE:

REV:

DEVELOPMENT and DEDICATION AGREEMENT FOR FENCING IMPROVEMENTS AT RIVER BARN PARK

THIS DEVELOPMENT and DEDICATION AGREEMENT ("Agreement"), made as of the 1 day of February, 2022, by and between Mequon-Thiensville Little League/Mequon Heat (MTLL/Heat) ("MTLL/Heat") and the City of Mequon, Wisconsin ("CITY") (referred to individually, each of the foregoing is a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, River Barn Park is part of the CITY's park system and is under the jurisdiction of the CITY and the Mequon Park and Open Space Board; and

WHEREAS, the CITY's Comprehensive Park, Recreation & Open Space Plan ("Park Plan") identifies recreational facilities and active and passive parks as critical components enhancing the quality of life within the City of Mequon; and

WHEREAS, the Park Plan identifies River Barn Park as a community park with a list of specifically prioritized park improvements; and

WHEREAS, MTLL/Heat utilizes multiple baseball/softball fields at River Barn Park; and

WHEREAS, MTLL/Heat has indicated a need for outfield fences to enhance the game experience (the "Project"); and

WHEREAS, MTLL/Heat proposes to install outfield fences at two of the River Barn fields, field #1 at River Barn and field #2 at River Barn Park at the cost of \$21,805 for construction; and

WHEREAS, the CITY would contribute a one-time expense not to exceed \$7,000 towards the construction costs, from the Parks Capital account; and

WHEREAS, field fencing was highlight as a need in the Park Master Plan for River Barn Park created in 2019; and

WHEREAS, adding infrastructure to a public park facility results in maintenance costs to the CITY upon construction of said infrastructure; and

WHEREAS, without the MTLL/Heat Project, the City would not incur these maintenance costs; and

WHEREAS, MTLL/Heat has agreed to donate the infrastructure to the City; and participate in future maintenance; and

WHEREAS, MTLL/Heat has raised a portion of the funds to pay for the \$21,805 cost of design and construction of the Project that it intends to construct on CITY property and then turn the Project over to the CITY by way of dedication: and

WHEREAS, the CITY has reviewed and approved the plans and renderings for the Project and agrees that the Project would be an asset to the CITY and the residents of the CITY, but needs to make sure that the Project will be completed in a timely and workmanlike manner without the expenditure of any CITY money;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I OBLIGATIONS OF THE PARTIES

1. MTLL/Heat shall construct, at its cost and expense, except for the not to exceed amount contributed from the CITY of \$7,000, the Project within River Barn Park in accordance with the Approved Plans for the Project, which is attached hereto and incorporated herein by reference as Exhibit A.

2. MTLL/Heat will have the contracted produce a onetime invoice given to the city and paid to the contracted, representing the city not to exceed amount of \$7,000 contribution toward the work.

3. The Project will be managed by MTLL/Heat under the oversight of the CITY.

4. After the Project is fully completed (as determined by the CITY) MTLL/Heat shall dedicate the Project to the CITY, and the CITY shall accept dedication of the Project.

5. After the Project is dedicated to the CITY, the CITY shall take over all responsibility for the use and maintenance of the Project. However, the city will consider subsequent contributions from MTLL/Heat, both monetary and in-kind, of the ongoing maintenance requirements for the Project.

6. CITY will provide reasonable access to MTLL/Heat at River Barn Park for the construction of the Project.

7. MTLL is responsible for any damage and subsequent restoration to the CITY property that may occur as a result of the Project.

8. Recommendation from the Park and Open Space Board constitutes review of architecture as required by the City of Mequon Code of Ordinances.

9. Recommendation by the Park and Open Space Board, Committee of the Whole, and approval of the Common Council does not constitute the right to construct. Proper permits must be obtained through the City Inspections Division.

10. MTLL/Heat shall be responsible for ensuring that all needed utilities are provided to the Property. MTLL/Heat shall be solely responsible for any expenses related to such utility installation.

11. Any easement that may be required for the installation of private utilities requires Common Council approval.

12. MTLL/Heat shall not charge any fee for the use of the property without the express written consent of CITY, which consent can be withheld in its absolute discretion.

13. Should CITY renovate River Barn Park to the extent that the fences are impacted, MTLL is not owed repayment or damages for donated infrastructure.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of CITY. The CITY makes the following representations and warranties:

(1) CITY is a municipal corporation of the State of Wisconsin and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) CITY makes no representation or warranty, either express or implied, as to the Property, or its condition or the soil conditions thereon, or that the Property shall be suitable for MTLL/Heat's purposes or needs.

(3) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any law, ordinance, charter, contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the CITY is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(4) The private development of the Project is consistent with the public purposes, plans and objectives of the CITY.

Section 2.2 Representations and Warranties of MTLL/Heat. MTLL/Heat makes the following representations and warranties:

(1) MTLL/Heat is a Wisconsin Non-Stock/Non-Profit Corporation and has the power to enter into this Agreement and to perform its obligations hereunder and is in good standing under the laws of the State of Wisconsin.

(2) MTLL/Heat will cause the Project to be constructed in accordance with the terms of this Agreement, the Plans and Specifications and all local, state and federal laws, ordinances, approvals, licenses, and regulations (including, but not limited to, environmental, zoning, energy conservation,

building code and public health laws, ordinances and regulations), except for minor changes to the Plans and Specifications approved in writing by CITY staff which will not have a material adverse effect on the Project.

(3) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which MTLL/Heat is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(4) Insurance. MTLL/Heat or its contractors shall maintain, until CITY's acceptance of the dedication of the Project, Commercial general liability insurance covered under a comprehensive general liability policy including contractual liability issued by insurers licensed in the State of Wisconsin, with Best's A ratings and in the financial size category as insurers of similar projects, with such policies (the "Insurance Policies") in amounts maintained by developers of similar projects, and insuring against bodily injury, including personal injury, death, property damage and other risks and casualties. Each Insurance Policy shall require the insurer to provide at least thirty (30) days prior written notice to the CITY of any material change or cancellation of such policy. The CITY shall be named as an additional insured/loss payee on all policies of insurance except worker's compensation insurance. MTLL/Heat further understands and agrees that any builders risk coverage is its responsibility.

(5) Indemnification. Except as caused, in whole or in part, by negligence or wrongful act or omission of the CITY, if the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the negligence or wrongful act or omission of MTLL/Heat or its contractors, subcontractors or materialmen in their performance of this Agreement or from MTLL/Heat's failure to comply with any of the provisions of this Agreement or of law, MTLL/Heat shall indemnify and hold the CITY harmless from any and all claims and judgments for damages, and from costs and expenses to which the CITY may be subjected or which it may suffer or incur by reason thereof, provided; however, that the CITY shall provide to MTLL/Heat promptly, in writing, notice of the alleged loss, damage or injury.

(6) The Project shall at all times be subject to CITY inspection and approval, and the CITY shall not be required to accept conveyance of the Project unless it has been constructed in a good workmanlike manner, in accordance with the approved plans. Following approval by the CITY of the completed Project, the Project shall be dedicated and conveyed to the CITY, at no cost or expense to the CITY. MTLL/Heat shall provide to the CITY, from the general contractor constructing the Project, a one-year warranty against defects in construction, materials, and workmanship, from the date of conveyance to the CITY, in a customary form reasonably acceptable to the CITY.

(7) MTLL/Heat acknowledges and agrees that it is not entitled to any just compensation for the donation of the improvements to CITY and that this donation is a material inducement for CITY to permit the construction of such improvements upon CITY-owned real property.

(8) MTLL/Heat acknowledges and agrees that CITY will ultimately own and operate the improvements associated with the Project and has the right to provide use of the improvements to other entities, subject to CITY approval.

ARTICLE III DEFAULT AND REMEDIES

The occurrence of any one or more of the following events shall constitute a default ("Default") hereunder.

(a) Any representation or warranty made by MTLL/Heat or the CITY in this Agreement, or any document or financial statement delivered by MTLL/Heat pursuant to this Agreement, shall prove to have been false in any material respect as of the time when made or given; or

(b) Except as provided for in (a), MTLL/Heat or the CITY shall breach or fail to perform timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following written notice thereof from the other party; however, if the breach or failure was not the result of an intentionally wrongful act or omission of the breaching party and the breach or failure cannot be cured using commercially reasonable and diligent efforts within such 30-day period but could, with additional time, be cured using commercially reasonable and diligent efforts, such 30-day cure period shall be extended for the period reasonably necessary to cure if (and for such period as) (i) the breaching party uses commercially reasonable and diligent efforts during such 30-day period; (ii) the breaching party continues to use all commercially reasonable and diligent efforts to cure after such 30-day period; and (iii) such efforts are adequate to ensure a cure; or

(c) Construction of the Project shall be abandoned (no material work having been completed) for more than ninety (90) consecutive days after commencement, or if the Project is not completed on or before the deadlines set forth in this Agreement, or if any portion of the Project shall be damaged by fire or other casualty and not be repaired, rebuilt or replaced; or

(d) If MTLL/Heat shall cease to exist; or

Except as otherwise set forth in this Agreement, upon the occurrence of any Default, without further notice, demand or action of any kind by the non-defaulting party, the non-defaulting party may, at its option, pursue any or all of the rights and remedies available at law and/or in equity against the defaulting party and/or the Project. The non-defaulting party shall also have the right to suspend performance of any of its obligations or covenants under this Agreement and/or to terminate this Agreement. Except as otherwise set forth herein, no remedy herein conferred upon the non-defaulting party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity. No failure or delay on the part of the non-defaulting in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.

MTLL/Heat shall pay all costs and expenses, including attorney's fees and costs, associated with the enforcement of the CITY's rights against MTLL/Heat under this Agreement, including without limitation the enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving MTLL/Heat. Any and all such fees, costs and expenses incurred by the CITY which are to be paid by MTLL/Heat, shall be paid by MTLL/Heat to the CITY within 90 days following delivery of invoices documenting the costs.

ARTICLE IV MISCELLANEOUS PROVISIONS

Section 4.1 Execution in Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 4.2 Construction. The Parties acknowledge and represent that this Agreement has been the subject of negotiation by all Parties and that all Parties together shall be construed to be the drafter hereof and this Agreement shall not be construed against any Party individually as drafter.

Section 4.3 Legal Relationship. Nothing in this Agreement shall be construed to create an employer/employee relationship, joint employer, joint venture or partnership relationship, or a principal/agent relationship.

Section 4.4 Survival. All agreements, representations, covenants and warranties made herein shall survive the execution of this Agreement and the making of the grants hereunder. This Agreement shall be binding upon the Parties, their respective successors and assigns.

Section 4.5 No Waiver. The failure of any Party to require strict performance of any provision of this Agreement will not constitute a waiver of the provision or of any other of that Party's rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. A writing waiving a right must be signed by the Party waiving the right. If an obligation of a Party is being waived or released, the writing must be signed by the affected Parties. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any Party. Waivers and releases shall affect only the specific right or obligation waived or released and will not affect the rights or obligations of any other Party that did not sign the waiver or release.

Section 4.6 Severability of Provisions. If any provision of this Agreement shall be held or declared to be invalid, illegal or unenforceable by reason of its being contrary to any applicable law, such provision shall be deemed to be deleted from this Agreement without impairing or prejudicing the validity, legality or enforceability of the remaining provisions.

Section 4.7 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Wisconsin. Except as otherwise specifically and expressly

set forth in this Agreement, the venue for any disputes arising under this Agreement shall be the Circuit Court for Ozaukee County.

Section 4.8 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any Party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (a) in the case of MTLL/Heat is addressed to or delivered personally to:

Chad Wirth
PO Box 633
Mequon, WI 53092

- (b) in the case of CITY is addressed to or delivered personally to:

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

With a Copy to:

Mr. Brian C. Sajdak, City Attorney
Wesolowski, Reidenbach & Sajdak, S.C.
11402 W. Church St.
Franklin, WI 53132

or at such other address with respect to any such Party as that Party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 4.9 Force Majeure. As used herein, the term "Force Majeure" shall mean any accident, breakage, war, insurrection, civil commotion, riot, act of terror, act of God or the elements, governmental action (except for governmental action by CITY with respect to obligations of CITY under this Agreement), alteration, strike or lockout, picketing (whether legal or illegal), inability of a Party or its agents or contractors, as applicable, to obtain fuel or supplies, unusual weather conditions, or any other cause or causes beyond the reasonable control of such Party or its agents or contractors, as applicable. No Party to this Agreement shall be in default hereunder for so long as such Party or its agents and contractors, if applicable, are prevented from performing any of its obligations hereunder due to a Force Majeure occurrence.

Section 4.10 Compliance. Nothing contained in this Agreement is intended to or has the effect of releasing MTLL/Heat, its successors and/or assigns, from compliance with all applicable laws, rules, regulations, and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

Section 4.11 Amendment. This Agreement may be rescinded, modified or amended, in whole or in part, by mutual agreement of the Parties hereto, their successors and/or assigns, in writing signed by all Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date indicated.

CITY OF MEQUON

Dated: _____

BY: _____
John Wirth, Mayor

ATTEST:

BY: _____
Caroline Fochs, Clerk

Mequon-Thiensville Little League (MTLL)
& Mequon Heat

Dated: _____

BY: _____



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

www.ci.mequon.wi.us

Office of Public Works

TO: Common Council
FROM: Tim Weyker, Deputy Director of Public Works
DATE: February 28, 2022
SUBJECT: RESOLUTION 3925 A Resolution Approving the Purchase of a Replacement Plow Truck from Lakeside International Trucks, West Bend, Wisconsin for \$213,329, Engine and Aftertreatment 5-year Warranty for \$2,200, and Additional Components for \$3,500 for a Total Cost of \$219,029. The Resolution also Approves the Purchase of a Replacement Mower from Mid-State Equipment, Jackson, Wisconsin for a Total Cost of \$40,340.69

Background

The Department of Public Works Equipment Replacement Program provides for the purchase and replacement of vehicles and equipment for all divisions across the Department. The Wastewater Division and the Water Utility have separate budgets that support the replacement of their respective equipment. The replacement program provides funding for smaller items such as lawn mowers and chain saws to larger vehicles such as plow trucks, loaders, and excavators.

The equipment replacements presented in the attached resolution represent only the first proposed purchases for 2022 and pertain only to the following units of the Equipment Replacement Program.

- Plow Truck - Current unit #308 (2000 model year with an odometer reading of over 84,000 miles) will be replaced with a similar unit.
- Mower - Current unit #407 (2009 with over 1,400 hours) will also be replaced with a similar unit.

Analysis

Plow Truck - Department policy is to replace at least one of the City's 19 plow trucks each year. This year, due to issues with the supply chain and vendor backlog, our typical truck bidding process where plow trucks are built to our exact specifications is not feasible due to order backlog, and vendors have told us they are unable to bid a new plow truck in this fashion for 2022. We can see direct evidence of the backlog in the fact that we are still waiting for the 2021 plow truck we ordered in June of last year. Dealerships do, however, have plow trucks already in the queue that were ordered to be sold off their lots as complete plow trucks, and since these trucks have not been completely built yet, changes to the builds can be made to bring them in line with our specifications. Fleet Superintendent, Todd Zeller, has worked with the truck builders to do just that and has provided multiple quotes for a 2022 plow truck purchase. The lowest quoted base price of \$213,329.00 by Lakeside International Trucks represents a 7% increase from the plow truck we ordered in 2021. Please see attached proposal summary sheet.

Lakeside International Trucks also offers a Cummins Engine and aftertreatment 5-Year warranty for an additional \$2,200. This 5-year warranty would extend the basic warranty by 3 years. Staff recommends purchasing the 5-year warranty.

Additional components such as a grease system and the plow cutting edges will also be purchased for a price not-to-exceed \$3,500.

Mower - The City's 2009 John Deere 1565 mower is high on our list for replacement due to age and wear but has served us well over the years. It is one of the go-to units for parking lot & sidewalk snow removal based on its maneuverability. The snow removal attachments (snowblower, and broom) we already own for this mower are newer and in good shape, so this purchase is to replace the mower and mowing deck only. Again, supply chain issues will make the availability of these units challenging in 2022. Fleet Superintendent Zeller contacted our local authorized State Contract John Deere dealer, Mid-State Equipment, and learned there is only one on order (not already marked as sold) which is due to arrive in June of this year. This John Deere 1575 unit is available through the NASPO (National Association of State Procurement Officials) ValuePoint Cooperative State Contract for \$40,340.69 which meets our financial policy as well as State requirements for public procurement.

Fiscal Impact

There are adequate funds available in the Department of Public Works Equipment Replacement Account #410787-725012-10359 for these purchases as recommended.

Recommendation

It is staff's recommendation that the Public Works Committee favorably endorse, and the Common Council approve the attached resolution approving the purchase of a plow truck from Lakeside International Trucks, West Bend, WI for \$213,329.00, engine and aftertreatment 5-year warranty for \$2,200, and related additional components not to exceed \$3,500 for a total cost of \$219,029.00. Staff also recommends the purchase of a John Deere 1575 mower and mowing deck from Mid-State Equipment, Jackson, WI for a total cost of \$40,340.69.

Attachments:

2022 Plow Truck Proposal Summary (DOC)

Mid-State Equipment John Deere 1575 Quote (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3925

A Resolution Approving the Purchase of a Replacement Plow Truck from Lakeside International Trucks, West Bend, Wisconsin for \$213,329, Engine and Aftertreatment 5-year Warranty for \$2,200, and Additional Components for \$3,500 for a Total Cost of \$219,029. The Resolution also Approves the Purchase of a Replacement Mower from Mid-State Equipment, Jackson, Wisconsin for a Total Cost of \$40,340.69

RECITALS

A. The City of Mequon Department of Public Works 2022 equipment replacement program includes replacing plow truck #308 and John Deere mower unit #407.

B. The Department of Public Works' Fleet Division solicited bids and/or quotes for complete plow truck replacement including chassis, plow & wing, and body/plow installation.

C. The Department of Public Works' Fleet Division obtained a quote through the NASPO (National Association of State Procurement Officials) ValuePoint Cooperative State Contract for a replacement John Deere mower.

D. All of the bid proposals and quotes were reviewed by staff for compliance with requirements specified.

E. Adequate funds are available for both the plow truck replacement and the mower replacement in the Department of Public Works equipment replacement fund, Account # 410787-725012-10359.

F. The Committee on Public Works, at its meeting on March 8, 2022, approved staff's recommendations.

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

1. The Agreement for the Purchase of an International 2023 HV607 SBA plow truck chassis with Universal Equipment body, plow, and wing as proposed is approved and awarded to Lakeside International Trucks, West Bend, Wisconsin for \$213,329.00 along with a 5-year Cummins Engine and Aftertreatment Warranty for \$2,200 subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

2. Additional plow truck components such as a grease system and plow cutting edges will be purchased in an amount not-to-exceed \$3,500.

3. The Agreement for the Purchase of a John Deere 1575 mower through ValuePoint Cooperative State Contract, is approved and awarded to Mid-State Equipment, of Jackson, Wisconsin in an amount not-to-exceed \$40,340.69 subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

Approved by: John Wirth, Mayor

Date Approved: March 8, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 8, 2022.

Caroline Fochs, City Clerk

**CITY OF MEQUON
WISCONSIN**

PROPOSALS RECEIVED FOR: 2022 Plow Truck Complete

Date of proposals: February 2022

ITEM/PROPOSER	Mid-State Truck Service, Inc.	Istate Truck Center, Inc.	Lakeside International Trucks
BODY MAKE	International	Western Star	International
MODEL	2023 HV507 SFA	2023 4700 SF	2023 HV607 SBA
SETUP BY	Universal	Universal	Universal
BID	\$213,605.20	\$217,319.00	\$213,329.00

Quotes are valid for 30 days from the creation date of the quote OR until the contract expires.

A Purchase Order or Letter of Intent is required for all orders.

To expedite the delivery of equipment, the below information must be included on your Purchase Order or Letter of Intent.

For any questions, please contact:

John Laubenstein

Mid-State Equipment Jackson
3660 Scenic Road
Jackson, WI 53037

Tel: 262-677-8400
Mobile Phone: 262-370-4250
Fax: 262-677-8230
Email: jlaubenstein@midstateequipment.com

- ☐ Vendor: Deere & Company
2000 John Deere Run
Cary, NC 27513
- ☐ Signature
- ☐ Shipping address
- ☐ Billing address
- ☐ Tax exempt certificate (if applicable). Must be made out to Deere & Company.

If information is not included, the Purchase Order or Letter of Intent will be returned.

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Mid-State Equipment Jackson
3660 Scenic Road
Jackson, WI 53037
262-677-8400
jackson@midstateequipment.com

Quote Summary**Prepared For:**

City Of Mequon
WI

Delivering Dealer:**Mid-State Equipment Jackson**

John Laubenstein
3660 Scenic Road
Jackson, WI 53037
Phone: 262-677-8400
Mobile: 262-370-4250
jlaubenstein@midstateequipment.com

Quote ID: 25914653
Created On: 14 January 2022
Last Modified On: 14 January 2022
Expiration Date: 13 February 2022

Equipment Summary

JOHN DEERE 1575 TerrainCut™
with ComfortCab Commercial Front
Mower (Less Mower Deck)

Selling Price	Qty	Extended
\$ 35,919.35 X	1 =	\$ 35,919.35

Contract: WI VA NASPO 505ENT-M20-GROUNDMAINT-02 (PG W1 CG 22)

Price Effective Date: January 13, 2022

JOHN DEERE 72 In. Fastback
Commercial Rear Discharge Deck

\$ 4,421.34 X	1 =	\$ 4,421.34
---------------	-----	-------------

Contract: WI VA NASPO 505ENT-M20-GROUNDMAINT-02 (PG W1 CG 22)

Price Effective Date: January 13, 2022

Equipment Total**\$ 40,340.69**

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 40,340.69
Trade In	
SubTotal	\$ 40,340.69
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 40,340.69
Down Payment	(0.00)
Rental Applied	(0.00)

Salesperson : X _____

Accepted By : X _____

Packet Pg. 156

Confidential

Attachment: Mid-State Equipment John Deere 1575 Quote (RESOLUTION 3925 : 2022 Equipment Replacement - Plow Truck and Mower)



**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Mid-State Equipment Jackson
3660 Scenic Road
Jackson, WI 53037
262-677-8400
jackson@midstateequipment.com

Balance Due

\$ 40,340.69

Attachment: Mid-State Equipment John Deere 1575 Quote (RESOLUTION 3925 : 2022 Equipment Replacement - Plow Truck and Mower)

Salesperson : X _____

Accepted By : X _____

Packet Pg. 157

Selling Equipment

Quote Id: 25914653 Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Mid-State Equipment Jackson
3660 Scenic Road
Jackson, WI 53037
262-677-8400
jackson@midstateequipment.com

JOHN DEERE 1575 TerrainCut™ with ComfortCab Commercial Front Mower

Hours:

Stock Number:

Contract: WI VA NASPO 505ENT-M20-GROUNDMAINT-02
(PG W1 CG 22)

Selling Price *
\$ 35,919.35

Price Effective Date: January 13, 2022

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2445TC	1575 TerrainCut™ with ComfortCab Commercial Front Mower (Less Mower Deck)	1	\$ 46,129.00	23.00	\$ 10,609.67	\$ 35,519.33	\$ 35,519.33
Standard Options - Per Unit							
001A	United States and Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Dealer Attachments/Non-Contract/Open Market							
UC13263	Quik-Tatch Weight, 42 lb (19 kg)	4	\$ 60.99	23.00	\$ 14.03	\$ 187.84	\$ 187.84
TCB10303	Rear Weight Mounting Kit	1	\$ 132.69	23.00	\$ 30.52	\$ 102.17	\$ 102.17
Dealer Attachments Total			\$ 376.65		\$ 86.64	\$ 290.01	\$ 290.01
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Fees							
	Delivery charge	1	110.00			110.00	110.00
Equipment Fees Total			\$ 110.00			\$ 110.00	\$ 110.00
Total Selling Price			\$ 46,615.65		\$ 10,696.31	\$ 35,919.34	\$ 35,919.34

JOHN DEERE 72 In. Fastback Commercial Rear Discharge Deck

Attachment: Mid-State Equipment John Deere 1575 Quote (RESOLUTION 3925 : 2022 Equipment Replacement - Plow Truck and Mower)

Selling Equipment

Quote Id: 25914653 **Customer Name:**

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Mid-State Equipment Jackson
3660 Scenic Road
Jackson, WI 53037
262-677-8400
jackson@midstateequipment.com

Equipment Notes:

Hours:

Stock Number:

Contract: WI VA NASPO 505ENT-M20-GROUNDMAINT-02
(PG W1 CG 22)

Price Effective Date: January 13, 2022

Selling Price *

\$ 4,421.34

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0553TC	72 In. Fastback Commercial Rear Discharge Deck	1	\$ 5,742.00	23.00	\$ 1,320.66	\$ 4,421.34	\$ 4,421.34
Standard Options - Per Unit							
001A	United States and Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Total Selling Price			\$ 5,742.00		\$ 1,320.66	\$ 4,421.34	\$ 4,421.34

Attachment: Mid-State Equipment John Deere 1575 Quote (RESOLUTION 3925 : 2022 Equipment Replacement - Plow Truck and Mower)



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

www.ci.mequon.wi.us

Office of Engineering

TO: Common Council
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: March 2, 2022
SUBJECT: RESOLUTION 3926 A Resolution Supporting the M-T Trails Foundation, Inc. Application for a Wisconsin Department of Transportation (WisDOT) Transportation Alternatives Program (TAP) Grant and Pending Memorandum of Understanding/Donation Agreement for an Off Road Path on Highland Road from the Ozaukee Interurban Trail to Rotary Park

Background

Members of the Mequon Community Foundation appeared before the Joint Mequon-Thiensville Bike and Pedestrian Way Commission in 2021, outlining a plan for an off road bike path on the north side of Highland Road from the Ozaukee Interurban Trail (OIT) to Rotary Park. Staff identified a number of concerns regarding the feasibility and cost of the initial construction and ongoing operation and maintenance costs. The staff report for those meetings are attached to this memo.

Per the Mequon Community Foundation:

Our bike path committee has formed a 501c3 M-T Trails Foundation whose mission is to create, encourage and maintain safe off road bike/pedestrian connecting bike trails throughout the Mequon/Thiensville area. The support in the community for this project is overwhelming! More details is at <https://www.mcfgives.org/bikepath/>.

By creating the Foundation we qualify for significant federal and state monies to fund this. We were informed by the Wisconsin Bike Federation of one significant grant for \$500,000 through the TAP grant (Transportation Alternative Program).

The TAP grant requires the City to pass a local resolution of support for the proposed project, executed by a governing body that has the authority to make financial commitment on behalf of the project sponsor. The Grant application terms requires a resolution will be required for an application to be eligible, which means a copy of the resolution should be submitted to the Region Local Program Manager no later than 5:00 PM April 18, 2022.

Analysis

At this stage, the only request from the M-T Trails Foundation, Inc. is for the required resolution of support. The proposed resolution attached to the memo would serve as such. The resolution also identifies that if the grant is awarded, acceptance of the grant would be conditioned upon the execution of a Donation Agreement. This agreement would define the terms and conditions associated with the City's acceptance of the dedicated infrastructure. Please note that the City

has served in this support roles for other entities including the Rotary Foundation and Ozaukee Washington Land Trust.

The TAP grant would cover the initial construction costs, and the M-T Trails Foundation, Inc. and the City would need to negotiate a Donation Agreement, with the potential of a supplementary Memorandum of Understanding to address the dedication of the off road path. Staff notes that this off road path is not included as a priority of the current master plan.

Highland Road was previously constructed with widened paved shoulders to serve as pedestrian and bicycle facilities through that corridor. Understanding that not all users may be comfortable with the on road accommodations, and that the volume of users may have increased, an off road path would be redundant infrastructure where other corridors are still lacking any accommodation. As facilities in this corridor were previously provided, an off road path in this location was not identified as a project or priority of the Joint Mequon-Thiensville Bike and Pedestrian Way Commission.

Staff notes that the Commission is currently working through a scope of services to update the master plan.

While the attached memo identifies a number of concerns with the feasibility of construction, the Common Council will also need to determine whether to accept the offered donation. To date, the anticipated need, specifically the volume of anticipated users has not been identified. While constructing the path could lead to increased traffic flow between the OIT and Rotary Park, the need for such a path has not been identified through data gathering or provided through analysis.

If the need or desire for the path is established, and the M-T Trails Foundation, Inc. is offering to fund the initial construction costs, the Common Council would then need to address the operation, maintenance and future replacement of the path. The Bike Lane capital account has not been funded for several years due to competing requests. While the Common Council could consider the cost as a part of its road/right-of-way capital funding, unless the funding is increased, it would also result in a competing request.

In accordance with the City's financial policies, if the grant is awarded, the M-T Trails Foundation, Inc. would be subject to a Donation Agreement which would identify and define the terms and conditions associated with the donated infrastructure. Those terms and conditions would include constructing the path in accordance with the Standard Specifications for Land Development.

As indicated, at this stage the M-T Trails Foundation, Inc. has only requested the resolution of support. The Common Council will have an opportunity to address its concerns if the grant is awarded.

Fiscal Impact

At the proposed project cost identified by M-T Trails Foundation, Inc., approximately \$1.1M, the project would require Common Council acceptance, per the City's financial policies. As previously identified, the terms and conditions for the acceptance of the donation would be

defined in a Donation Agreement.

A combination of the TAP grant and M-T Trails Foundation, Inc. funds could be utilized for the initial construction cost. If the intent is for this infrastructure to be donated to the City, the City will be responsible for operation, maintenance and replacement costs. Operation and maintenance costs would include mowing, signage, litter control, crack sealing and seal coating. At the end of its serviceable life cycle, typically 25-30 years if constructed in asphalt, the cost to replace would be similar to that of initial construction, absent increased material costs.

While the M-T Trails Foundation, Inc. indicates that an endowment would be established, at this stage the terms for that endowment are unknown. The terms and conditions can be incorporated into the Donation Agreement, but staff cautions that the M-T Trails Foundation, Inc. identified snow removal as included in the endowment and the City does not provide snow removal on off road paths. If snow removal is proposed by a private contractor, that would also need to be defined within the Donation Agreement.

Recommendation

Staff recommends that the Common Council consider the resolution of support, contingent upon the execution of a Donation Agreement/Memorandum of Understanding if the grant is awarded.

Attachments:

Feb 2021 Bikeway Packet (PDF)

M-T Trails TAP Grant Application (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3926

A Resolution Supporting the M-T Trails Foundation, Inc. Application for a Wisconsin Department of Transportation (WisDOT) Transportation Alternatives Program (TAP) Grant and Pending Memorandum of Understanding/Donation Agreement for an Off Road Path on Highland Road from the Ozaukee Interurban Trail to Rotary Park

RECITALS

A. M-T Trails Foundation, Inc. applied for a Wisconsin Department of Transportation (WisDOT) Transportation Alternatives Program (TAP) Project grant (Grant).

B. The Grant requires the City to pass a local resolution of support for the proposed project, executed by a governing body that has the authority to make financial commitment on behalf of the project sponsor.

C. The Grant application terms requires a resolution will be required for an application to be eligible, which means a copy of the resolution should be submitted to the Region Local Program Manager no later than 5:00 PM April 18, 2022.

D. The City has no financial responsibility for the project.

E. If the Grant is awarded, M-T Trails Foundation, Inc. and the City of Mequon will enter into a Memorandum of Understanding (MOU) and/or Donation Agreement to provide a framework for administrating the Grant and to provide an understanding about M-T Trails Foundation, Inc.'s commitment to provide matching funds for the Grant.

F. M-T Trails Foundation, Inc. will provide all required project sponsor match funds and any additional project costs not covered under the Grant agreement and the MOU/Donation Agreement.

G. If intended to be dedicated to the City as a public off road path, the design must adhere to the Standard Specifications for Land Development, current edition and meet ADA requirements.

H. If ultimately dedicated to the City, the M-T Trails Foundation, Inc. acknowledges that the City will establish the terms and conditions for the operation and maintenance of the path, including snow removal and future replacement, as defined in the Donation Agreement.

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

1. This resolution shall serve as the resolution required for the application to be eligible for the WisDOT TAP grant.

2. Following the grant award, the M-T Trails Foundation, Inc. shall populate the Donation Agreement template document and work with staff for a recommendation for further Common Council consideration and approval.

3. The Common Council will act on the Donation Agreement, including review and approval of the terms and conditions, at a future meeting in accordance with the City's Financial Policies.

4. The Mayor and City Clerk are authorized and directed to execute any necessary documentation to effectuate the purposes of this resolution subject to review and approval of the City Attorney.

Approved by: John Wirth, Mayor

Date Approved: March 8, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 8, 2022.

Caroline Fochs, City Clerk



11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262-236-2913
Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Public Works

TO: Joint Mequon-Thiensville Bike and Pedestrian Way Commission
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: January 14, 2021
SUBJECT: Highland Road Bike/Pedestrian Spur

Background

Chris Doughty and Lori Lorenz provided the attached proposal for a Highland Road Bike/Pedestrian Spur.

Analysis

The submittal requested placement on the agenda for feedback. It is unclear whether the request is for funding, participation, approval, or as a proposed dedication to the City. Staff reviewed the request and note the following:

- In 2009, the City decided to serve this area with bicycle and pedestrian accommodations with a 4' bike lane. This would be a duplicate of infrastructure, while there are other areas that continue to be without bicycle facilities.
- An off-road path was not listed in the 2010 to 2030 Recommendations report and is not included on the prioritized list (see attached).
- Similar to the off-road bike path on Donges Bay Road, the City does not have staffing for snow removal on a dedicated off road path.

Should the parties decide to pursue a project, they should also consider:

- Cost for design
- Cost for property or easement acquisition; it does not appear as though there is sufficient right-of-way in all locations to maintain proper road drainage and construct a 10' wide path with 1' shoulders.
- Utility conflicts; see attached pictures regarding utility poles and infrastructure
- Traffic study and revised cost for the "signal beacon". While it is unclear what exactly is intended, signal beacons are required to meet certain traffic warrants and should be vetted through a policy discussion with the Park and Open Space Board, Public Works Committee and Common Council.
- If intended to be constructed with public funds, the City does not currently have any available funding in a dedicated bicycle/pedestrian facility fund. Therefore, it would have to be submitted as a capital budget request prior to construction.
- If intended to be constructed with private funds, and maintained by a private entity, the proposers should consider constructing on private property.
- If intended to be constructed with private funds and dedicated to the City for operation and maintenance, a Dedication Agreement is required, subject to Common Council approval.

Please also note that based upon previous analysis, a bicycle/pedestrian only bridge over the Milwaukee River was determined to be cost prohibitive. The resolution was to follow the

SEWRPC plan for a vehicular connection that includes bicycle/pedestrian facilities when warranted. In 2015, the Committee removed the project from the prioritized list and placed it in the “low feasibility” category.

Fiscal Impact

The proposal included a cost estimate. As noted, staff recommends that the proposers consider the cost of design, traffic study, utility conflict and property or easement acquisition. Understanding that all of those items may impact the ultimate construction cost, which the proposers acknowledge are subject to change.

Recommendation

Staff recommends that the Commission provide feedback to the proposers. Depending on the intended means and methods of both construction and ultimately ownership, the Commission should also be clear in the process required to achieve approval prior to construction.

Attachments:

Highland Road Bike Spur Project Summary 010621 (PDF)

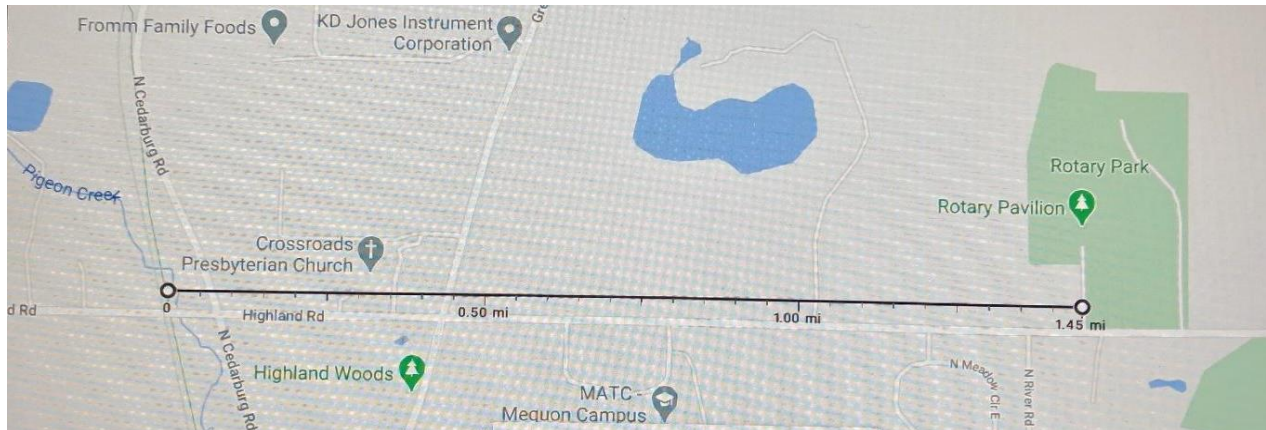
2010-2030 Bike and Pedestrian Way Commission Recommendations (Highland Road) (PDF)

OIT to Rotary Park Map (PDF)

Highland Road Right-of-Way(PDF)

Highland Road Bike/Pedestrian Spur

2021 Project



Mission: To create a safe, off road two directional shared use 10 ft wide paved bike/pedestrian path for approximately 1.5 miles along the north side of Highland Road from Rotary Park going west to the Ozaukee Interurban Trail (OIT) to connect families and children to Rotary Park, the OIT and the Town Center of Mequon/Thiensville.

Cost estimate to construct 1.5 mile path = \$365,000:

1. \$300,000 for 1.5 mile paved 10 foot wide bike / pedestrian path from Ozaukee Interurban Trail on the north side of Highland Road to Rotary Park. (See homeowner land affected on next page)
2. \$15,000 Bike/Pedestrian crosswalk (\$5,000) and signal beacon (\$10,000) at River Road and Highland
3. \$50,000 endowment to cover projected maintenance costs of \$2,525/mile

Ultimate goal: To create a biker and walker friendly city to connect the residents with the City Center. This will eventually include safe bike/pedestrian loops as well as a Bike/Pedestrian bridge across the Milwaukee River at River Road to efficiently connect the North and the South sides of the city for bikers, walkers and runners.

Respectfully submitted,

Chris Doughty

Lori Lorenz

January 6, 2021

City of Mequon Property Owners AffectedSOURCE: <https://www.ascent.co.ozaukee.wi.us/LandRecords/PropertyListing/RealEstateTaxParcel#/Search>**North Side of Highland Road between Rotary Park (4100 W Highland) and OIT (6400 W Highland)**

Parcel	Owner(s)	SiteAddress
140121000100 - City of Mequon	CITY OF MEQUON	4100 W HIGHLAND RD
140121000200 - City of Mequon	CITY OF MEQUON CITY PARK	4100 W HIGHLAND RD
140121100200 - City of Mequon	DEVEREUX, SCOTT A, ; FARKAS, ELIZABETH A,	4124 W HIGHLAND RD
140111600500 - City of Mequon	ALEVIZOS, JAMES G	4406 W HIGHLAND RD
140111600300 - City of Mequon	MATHWIG, SCOTT J; MATHWIG, JENNIFER A	4412 W HIGHLAND RD
140111600400 - City of Mequon	CRAIG SMITH LIVING TRUST	4418 W HIGHLAND RD
140110900800 - City of Mequon	KELLNER-KRUG LLC	4508 & 4550 W HIGHLAND RD
140111600100 - City of Mequon	ARPE, WILLIAM R, ; KELLER, TED D,	4508 W HIGHLAND RD
140110900500 - City of Mequon	KELLNER-KRUG LLC; ARPE, WILLIAM R,	4550 W HIGHLAND RD
140111400400 - City of Mequon	MEQUON TRUST	4650 W HIGHLAND RD
140111400300 - City of Mequon	ARPE, WILLIAM R, ; ARPE, MARIANNE ,	4710 W HIGHLAND RD
140111400500 - City of Mequon	ALVIN K KRUG 2012 IRREVOCABLE TRUST	5048 W HIGHLAND RD
140110900300 - City of Mequon	TED D KELLNER REVOCABLE TRUST	5112 W HIGHLAND RD

South Side of Highland Road between Rotary Park (4100 W Highland) and OIT (6400 W Highland)

Parcel	Owner(s)	SiteAddress
140140200000 - City of Mequon	MILWAUKEE AREA VOCATIONAL TECH & ADLT ED DIST	5555 W HIGHLAND RD
140140600300	MILWAUKEE AREA VOCATIONAL TECH & ADLT ED DIST	5555 W HIGHLAND RD
XXXXXXXXXXXX -- City of Mequon	HIGHLAND WOODS	12701 N GREEN BAY RD
VARIOUS	BACKYARDS OF APPROX 6 HOMES ON N MEADOW CIRCLE W	N MEADOW CIRCLE W
140130600400 -- City of Mequon	GENTIAN FINANCIAL	12740 N. RIVER RD

SPECIFIC RECOMMENDATIONS

EAST-WEST ROUTES

Pioneer Road

The heaviest-traveled section of Pioneer Road, from Green Bay Road west to Wauwatosa Road, has an off-road paved trail on the south side and 4' paved shoulders from Wauwatosa Road West to Davis Road.

We recommend a 4' bike lane continuing from Davis Road to Wasaukee Road.

Continuing east from Green Bay Road there is a 4' bike lane to Port Washington Road. This leaves a gap just east of Port Washington Road to the popular Lake Shore Road. We recommend this section be given 4' bike lanes.

Bonniwell Road

No Recommendation. This road carries light traffic.

Highland Road

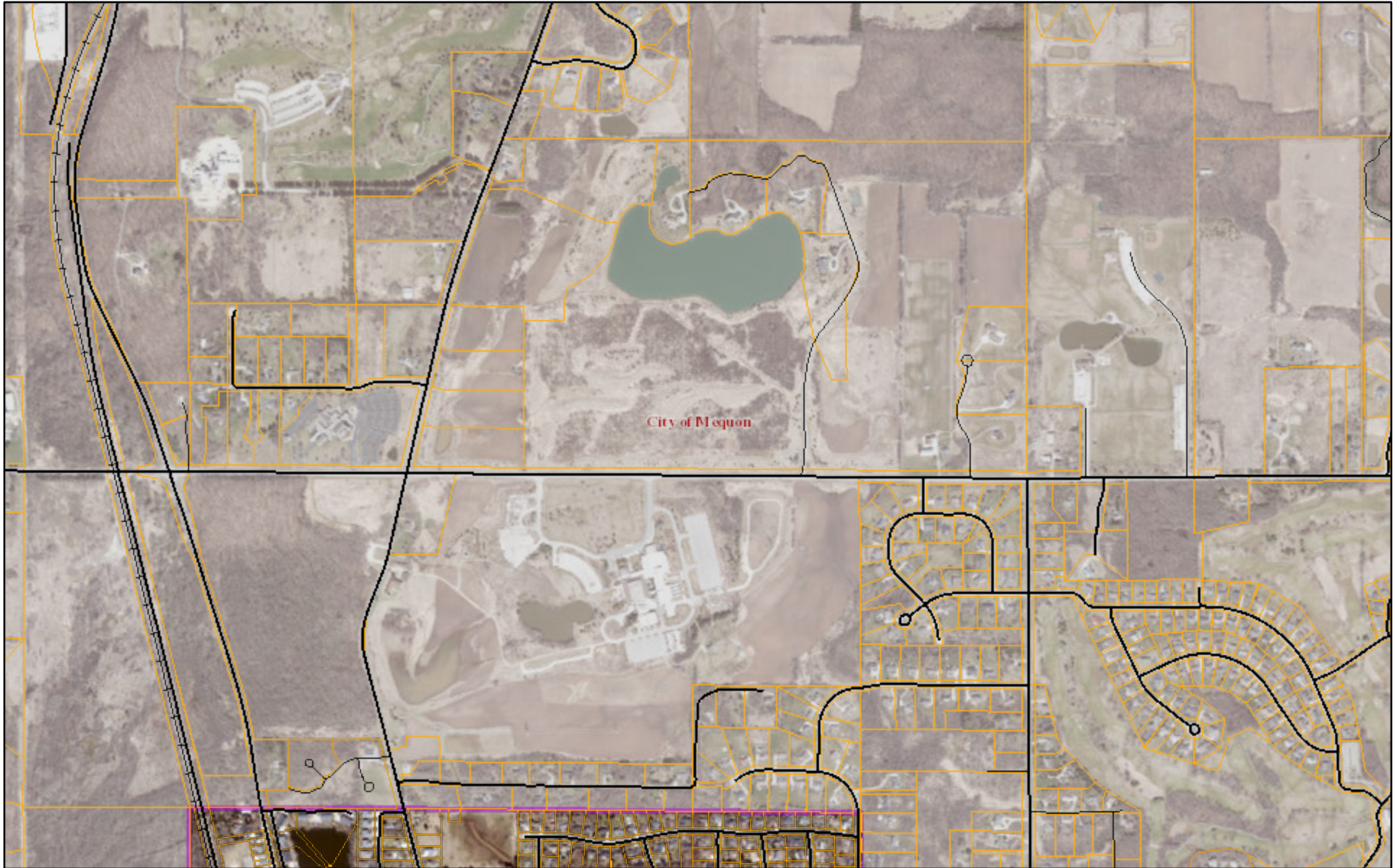
This road from Lake Shore Drive west to the OIT was repaved with a 4' bike lane in 2009. When the remaining stretch from the OIT west to Wasaukee Road is re-paved we recommend 4' bike lanes.

Rotary Park is a popular park for community events. It is well-connected to residents to the south, but not to the north. At least a hiking trail or off-road paved trail should be considered extending the east parking area in Rotary Park north to Laurel Lane where a route to subdivisions near Bonniwell Road would then be complete.

Freistadt Road

In Thiensville, Freistadt Road from River Road west to Green Bay Road is a narrow, busy street. Bike traffic on this stretch is routed south on Riverview Drive. The Commission recommends signage on that route.

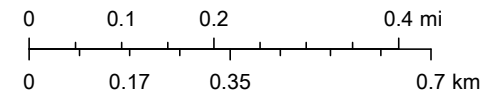
OIT to Rotary Park Map

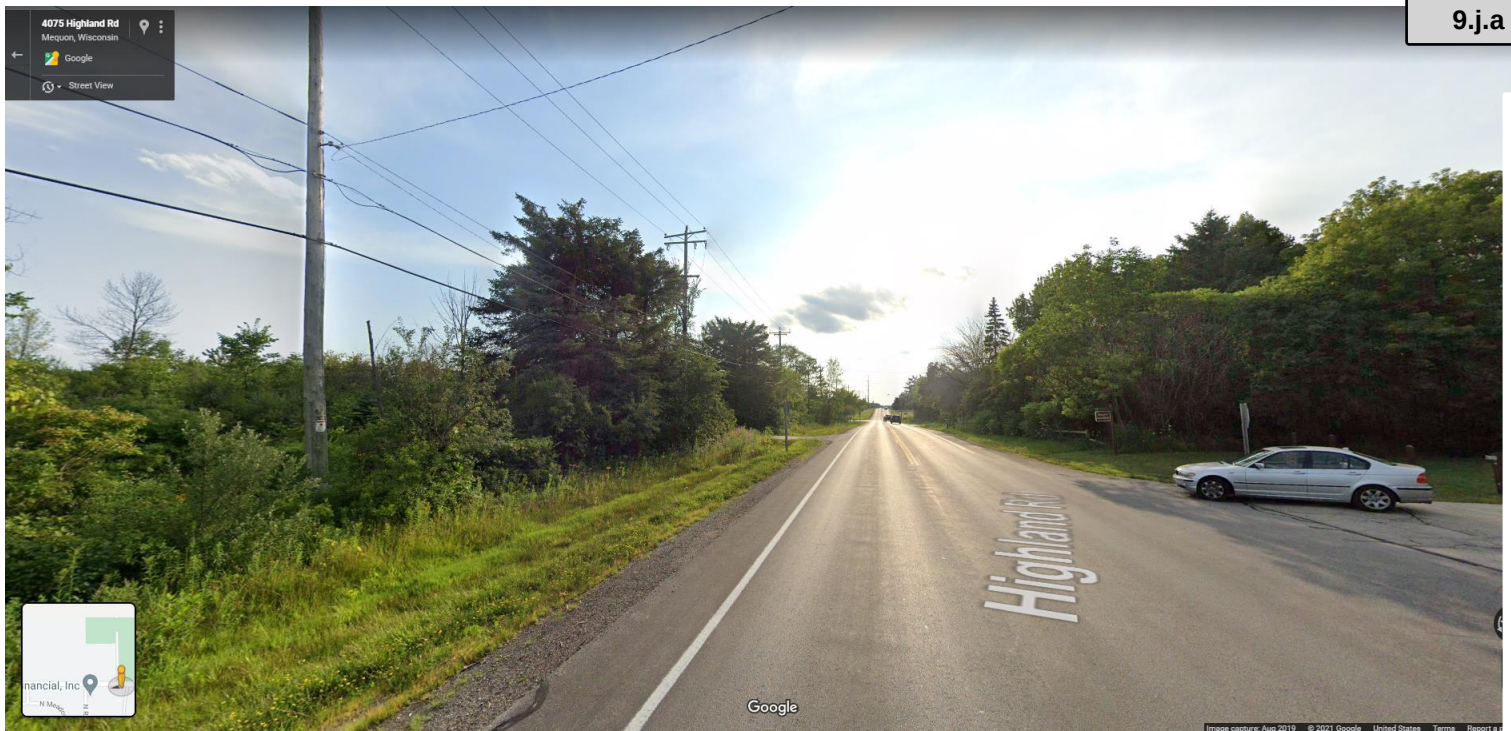


1/7/2021, 7:25:15 AM

Civil Divisions	Town	Road Right-of-Way	Overlap	Local Roads	Highways
City	Parcels	Condominium	Tax Parcel	Private Road	US Highway
Village	Road Reservation	Gap		Town/Public Road	State Highway

1:18,056





Note:

- Proposal does not contemplate connection to the east driveway



Note:

- Design should address the impact to existing landscaping and buffer



Note:

- The right-of-way may not be sufficient to allow a 10' path with two 1' shoulders and maintain existing drainage
- Modifying drainage may impact more than the right-of-way
- Drainage must be included in the design of the off-road path



Note:

- The right-of-way may not be sufficient to allow a 10' path with two 1' shoulders and maintain existing drainage
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Note:

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- Modifying drainage may impact more than the right-of-way
- Drainage must be included in the design of the off-road path



Note:

- Potential for utility conflict at the intersection.
- The design for the proposed crosswalk should consider existing intersection design.
- The right-of-way may not be sufficient to allow a 10' path with two 1' shoulders and maintain existing drainage
- Modifying drainage may impact more than the right-of-way
- Drainage must be included in the design of the off-road path



Note:

- Potential for utility conflicts.
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WisDOT 2022-2026

Transportation Alternatives Program (TAP) Application

<http://wisconsindot.gov/Pages/doing-bus/local-gov/astnce-pgms/aid/tap.aspx>

Review and utilize TAP guidelines and application instructions when completing this document.

As discussed in the WisDOT TAP Guidelines, this application will go through a two-step process. The first step will be an assessment by the region as to eligibility and whether or not the project will be able to meet the rigorous, statutorily mandated commencement deadline. The second step will be an assessment of the relative merits of the application compared to other eligible applications. **Applicants will be notified if their application is found ineligible.**

Application Type

Select one and only one box for the application type. Please note that projects which are within the boundaries of a TMA will need to either compete locally within the MPO or as part of the Statewide solicitation. Refer to this map (<http://wisconsindot.gov/Documents/doing-bus/local-gov/plning-orgs/map.pdf>) for more information about the TMA areas.

- ☐ Appleton Area Metropolitan Planning Organization (MPO) –
- ☐ Green Bay MPO
- ☐ Madison Area MPO
- ☒ Southeastern Wisconsin Regional Planning Commission (Milwaukee OR Round Lake Beach)

If none of the above, project application is from:

- ☐ Area with population between 5,000 and 200,000
- ☐ Area with population of 5,000 or less
- ☐ Region-wide: % of population within a TMA area
 % of population between 5000 and 200,000

Project Applicant

Name, Location of Public Sponsor and Sponsor Type:

Sponsor Name: **M-T Trails Foundation, Inc.**

Sponsor Type (Check appropriate box):

Local government (check one): ☐ County ☐ City ☐ Village ☐ Town

- ☐ Regional transportation authority ☐ Transit agency
- ☐ State or federal natural resource/public land agency
- ☐ School district or school(s)
- ☒ Non-Profit entities responsible for administration of local transportation safety programs
- ☐ Tribal Nation

Project Title: **Highland Road Bike Spur**

Describe location, boundaries and length of the project: **To create a safe, off road two directional shared use 10 ft wide paved bike/pedestrian path for approximately 1.5 miles along the north side of Highland Road from Rotary Park going west to the Ozaukee Interurban Trail (OIT) to connect families and children to Rotary Park, the OIT and the Town Center of Mequon/Thiensville in Ozaukee County in Wisconsin.**

County: **Ozaukee**

Street Address of Project (if located on a highway or road): **4100 - 6340 Highland Road, Mequon WI 53092**

Note: For infrastructure projects, attach an electronic project location map in PDF Format, size 8½ by 11.

Project Contact

Primary Public Sponsor Agency Contact Information:

Name: **John Wirth** Title: **Mayor, City of Mequon** Street Address: **11333 N. Cedarburg Road** Phone: **(262)242-3100**
Municipality: **Mequon** State: **WI** Zip: **53092**

Secondary E-mail: **mayor@ci.mequon.wi.us**

Secondary Public Sponsor Agency or Private Organization Contact Information (if applicable):

Organization / Agency Name:

Name: Title: Street Address: Phone : () -
Municipality: State: **WI** Zip:
E-mail:

Head of the Local Public Sponsor Agency or Private Organization Contact Information:

Organization / Agency Name: **M-T Trails Foundation, Inc.**

Name: **Lori Lorenz** Title: **Member M-T Trails Foundation, Inc.** Street Address: **9801 N Hilltop Lane** Phone : **(847) 404-9728**
Municipality: **Mequon** State: **WI** Zip: **53092**
E-mail: **lorenzh92@gmail.com**

MPO, if applicable

Select one, if applicable,

- ☐ Bay Lake RPC (Sheboygan),
- ☐ Brown County Planning Commission (Green Bay)
- ☐ Chippewa-Eau Claire MPO (WCWRPC – Eau Claire)
- ☐ Duluth/Superior Metropolitan Interstate Committee (Superior)
- ☐ East Central Wisconsin RPC (Appleton, Oshkosh)
- ☐ Fond du Lac MPO (Fond du Lac)
- ☐ Janesville MPO (Janesville)
- ☐ La Crosse Area Planning Committee (La Crosse)
- ☐ Madison Area MPO (Madison)
- ☐ Marathon County MPO (Wausau)
- ☒ Southeastern Wisconsin RPC (SEWRPC - Waukesha)
- ☐ Stateline Area Transportation Study (Beloit)

Refer to this map (<http://wisconsin.gov/Documents/doing-bus/local-gov/plning-orgs/map.pdf>) for more information about the TMA areas.

MPO Project Prioritization

If an MPO is submitting more than one project in an urbanized area within an MPO, the sponsor must rank each project in priority order, e.g., 1 (highest priority) to 5 (lowest), for the local priority among five projects. Local ranking will be used as a guide in project selection. **Project Priority:**

Please Note: MPO Project Prioritization is due by January 28, 2022.

Project Activity

TAP Eligibility Category:

Indicate which **ONE** of below categories best identifies the proposed project:

- ☒ Bicycle-Pedestrian Facilities: construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists and other non-motorized forms of transportation (**this category includes on-road bicycle lanes, sidewalks, etc.**)
- ☐ Safe routes for non-drivers, including children, older adults, and individuals with disabilities
- ☐ Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users
- ☐ Construction of turnouts, overlooks, and viewing areas
- ☐ Historic preservation and rehabilitation of historic transportation facilities
- ☐ Safe Routes to School (SRTS) (this category includes infrastructure and non-infrastructure activities)

NOTE: Applicants proposing a project within the SRTS eligibility category **MUST** complete the 'School Demographics' and 'Safe Routes to School Plan' sections on page A-5 below.

Project Summary (400 words or less). Please copy and paste your response from a Word Document.

Applicants must fill out the project summary field below. This summary is also the first question in the narrative section.

PROJECT: The Highland Road Bike/Pedestrian Spur will create a safe, off road two directional shared use 10 ft wide paved bike/pedestrian path for approximately 1.5 miles along the north side of Highland Road from Rotary Park going west to the Ozaukee Interurban Trail (OIT) to connect families and children to Rotary Park, the OIT and the Town Center of Mequon/Thiensville in Ozaukee County in Wisconsin. This includes a signal beacon to cross Highland Road to Rotary Park and an endowment to cover projected depreciation and maintenance. Rotary Park in Mequon is loved for the multiple recreation uses--bicycling, walking, running, competitive sports, playgrounds, fishing ponds, river access and entertainment. This path will enhance the accessibility of Rotary Park while providing connectivity to the Interurban Trail. Currently residents along the 1.5 miles of proposed path have no safe access to bicycle or foot from Rotary Park to the OIT and a pedestrian death and numerous complaints to the City of Mequon Police Department of unsafe pedestrian/biking incidents have prompted the request from local residents to provide safe access. The Highland Road Bike Path will resolve these safety issues and enhance the Mequon Community. It will also make the 14 mile OIT accessible for residents. The path is designed to be top quality, lasting 20 years. The 10 foot wide path has a 12 inch base of 1 ½" aggregate base course, topped with 3" of HMA (Hot Mix Asphalt) Pavement 4LT 58-28S. The 2 ft shoulders will have the same 12 inch base with limestone screenings. The final path will therefore be 14 feet wide. **NOTE:** The Ozaukee Interurban Trail is a continuation from the Oak Leaf that follows an old railroad line from Milwaukee to Sheboygan through Ozaukee County. The proposed 1 ½ mile Highland Spur will take you east to the lovely Rotary Park.

Project Benefit

Check all applicable project benefits, then describe in application narrative:

- ☒ **ENVIRONMENTAL**
- ☒ Increases likelihood of modal shift to biking, walking or transit from utilitarian car travel.
 - ☒ Increases access and connection to the natural environment.
- ☒ **PUBLIC HEALTH** - Project would have a demonstrable impact upon public health of applicant community.
- ☐ **ECONOMIC JUSTICE** - Project would go beyond community enhancement to address a specific "communities of concern," including elderly, disabled, minority, and low-income population? The project within close proximity of public parks, schools, libraries, public transit, employment and/or retail centers, and residential areas. The project improves low income access to transit, jobs, education, and essential services.
- ☒ **SAFETY** - Project addresses a specific safety concern. The project contains or addresses:
- ☐ Collision data
 - ☒ Lack of adequate safe crossing or access
 - ☐ Lack of separated facility
 - ☒ High speed/volume
 - ☒ Provides sidewalk or pathway, with curb-cuts
 - ☒ Provides bike lanes, markings, and signage
 - ☒ Implements traffic calming measures
 - ☒ Signage and/or markings directed to safety concern
 - ☒ Provides crosswalk enhancement (striping, refuge island, signal, etc.)
- For SRTS Projects there is:**
- ☐ Documented bike/pedestrian crash involving school age children or crossing guard at arrival/dismissal times near the school.
 - ☐ Crossings of state highways, main arterial roads or other high speed or high traffic volume roads.
 - ☐ Lack of bicycle and pedestrian facilities or lack of connectivity of facilities that do exist.
 - ☐ High level of parental concern documented in survey data.
 - ☐ Few or no children who live within 1 mile walk or bike. Busing may be offered to everyone because of documented hazards.
 - ☐ Children are walking but application shows that unsafe conditions exist.
- ☐ **HISTORICAL AND/OR PRESERVATION SIGNIFICANCE** – Project would have strong historical or preservation benefit.
- ☒ **ECONOMIC DEVELOPMENT** – Project facilitates economic development by increasing bicycle/pedestrian traffic in commercial corridors or by creating a destination that will help retail.

Local Resolution of Support

There is or there will be a local resolution of support for the proposed project, executed by a governing body that has the authority to make financial commitment on behalf of the project sponsor (i.e., County Board, City Council, or Regional Planning Commission Policy Board).

☒ Yes ☐ No

Please note that a resolution **will be required** for an application to be eligible, which means a **copy of the resolution** should be submitted to the **Region Local Program Manager** no later than **5:00 PM April 18, 2022**.

Existing Facilities & Projects that Impact the Proposed Project

Rail Facilities:

Does a railroad facility exist within 1,000 feet of the project limits?

☒ Yes ☐ No

If yes, specify: Choose an item.

If yes, does the project physically cross a rail facility?

☐ Yes ☒ No

Owner of Rail Facility:

Will an easement from OCR be required?

☐ Yes ☒ No

Is the proposed project location in an area with known safety issues?

☒ Yes ☐ No

If yes, specify: **The traffic typically moves on Highland Road over the posted 40 MPH speed limit, which is extremely fast to avoid a biker/walker. The 4 foot bike lanes contiguous to the road are not adequate protection to protect bikers and walkers considering they have to move into the regular lane to go around mailboxes, inattentive drivers swerve into the bike lanes, and drivers use the bike lanes to go around turning vehicles. A man was killed getting his mail on Highland Road. Residents and users of Highland Road have communicated to the Police Department that they do not feel safe walking or biking on Highland Road. and (consider applying for Highway Safety Improvement Program (HSIP) funds if applicable)**

Is this project on or parallel to a local road or street?

☒ Yes ☐ No

If Yes, provide the name of the road or street: **Highland Road**

Does this project cross a state or federal highway?

☐ Yes ☒ No

Does this project run parallel to a state or federal highway?

☐ Yes ☒ No

If Yes to any of these questions attach an existing typical cross-section of the roadway, showing right of way, travel lanes, shoulder and sidewalk (if applicable). Examples are available in [FDM15-1-5](#) attachment [5.3](#) of the WisDOT facilities Development Manual.

Will this project be constructed as part of another planned road project?

☐ Yes ☒ No

If Yes, specify if this is a state, county, or local project and when the road project is scheduled for construction:

Will any exceptions to standards be requested?

☐ Yes ☒ No

If Yes, provide a brief description of the exceptions that may be requested:

Real Estate (RE) /Right of Way (ROW)

Was any real estate acquired or transferred in anticipation of this project?

☐ Yes ☒ No

If yes, please explain.

List any other funding (past or present) used within the proposed project limits (i.e. DNR Stewardship)

None

Is the project on an existing right of way (ROW)?

☒ Yes ☐ No

(NOTE: It is recommended that local funds be used to acquire right of way)

If Yes, have you obtained a permit from the WisDOT Regional Office Maintenance Section to conduct work on the right of way?

☐ Yes ☒ No

Check all boxes that apply to ROW acquisition for this project:

☐

None

☐

Less than ½ acre

☐

More than ½ acre

☐

Parklands

☐

Large parcels

☐

Temporary interests

List any other funding (past or present) used within the proposed project limits (i.e. DNR Stewardship)

If right of way was acquired in anticipation of this project, attach a detailed list of available, completed project and parcel acquisition documentation. Refer to Section 11.2, Records Management, found in the *Local Program Real Estate Manual (LP RE Manual)*:

<http://wisconsin.gov/dtsdManuals/re/lpa-manual/lpa-manual-ch11.pdf>.

PLEASE NOTE: Except for existing or new sidewalks, and existing bicycles or pedestrian pathways, State law prohibits the use of condemnation to establish or extend a recreational trail, a bicycle way, a bicycle lane, or pedestrian way. Refer to Section 6.3.5, Condemnation Limitations, found in the LP RE Manual:

<https://wisconsin.gov/dtsdManuals/re/lpa-manual/lpa-manual.pdf>

If right of way was acquired in anticipation of this project, did the acquisition contain any buildings or relocation? ☐ Yes ☐ No

If yes, Please read Section 6.2, Relocation Assistance, found in the *LP RE Manual* to determine if relocation assistance was properly offered and documented: <http://wisconsin.gov/dtsdManuals/re/lpa-manual/lpa-manual-ch6.pdf>

Does the project include the need for new ROW for a sidewalk, recreational trail, or bike/pedestrian way?

☐ Yes ☒ No

If right of way is required, acquisition will occur through a transfer of an adequate interest in real property.

☐ Yes ☐ No

For real estate questions, please contact Abigail Ringel, WisDOT Local Public Agency Real Estate Statewide Facilitator, at (414) 220-5461 or Abigail.Ringel@dot.wi.gov

Environmental/Cultural Issues

Agriculture	☐ Yes	☒ No	☐ Not Investigated
Comments:			
Archaeological sites	☐ Yes	☒ No	☐ Not Investigated
Comments:			
Historical sites	☐ Yes	☒ No	☐ Not Investigated
Comments:			
Designated Main Street area	☐ Yes	☒ No	☐ Not Investigated
Comments:			
Lakes, waterways, floodplains	☐ Yes	☒ No	☐ Not Investigated
Comments:			
Wetland	☒ Yes	☐ No	☐ Not Investigated
Comments:			
Storm water management	☒ Yes	☐ No	☐ Not Investigated
Comments:			
Hazardous materials sites	☐ Yes	☒ No	☐ Not Investigated
Comments:			
Hazardous materials on existing structure	☐ Yes	☒ No	☐ Not Investigated
Comments:			
Upland habitat	☐ Yes	☒ No	☐ Not Investigated
Comments:			
Endangered/threatened/migratory species	☐ Yes	☒ No	☐ Not Investigated
Comments:			

Section 4(f)	☐ Yes	☒ No	☐ Not Investigated
Comments:			
Section 6(f)	☐ Yes	☒ No	☐ Not Investigated
Comments:			
Through/adjacent to tribal land	☐ Yes	☒ No	☐ Not Investigated
Comments:			

Miscellaneous Issues

Construction Schedule Restrictions (trout, migratory bird, local events): **None**

Local Force Account (LFA): Will the proposed project utilize municipal employees to complete any portion of the construction activities? ☐ Yes ☒ No

If yes, explain the desired LFA portion of the project.

NOTE: LFA work must include labor, equipment and materials. The purchase of materials only is not considered to be a legitimate project.

NOTE: Please review WisDOT TAP Guidelines for restrictions on certain LFA work as of July 1, 2015.

Maintenance (only complete this section if project application involves a trail project):

Will the facility be snowplowed in the winter? ☒ Yes ☐ No

Comment: **Total cost includes \$100,000 endowment to perpetually fund maintenance and plowing of the trail**

If no to the above question, will the trail allow snowmobile use in the winter? ☐ Yes ☐ No

Comment:

Anticipated fee for trail use: ☐ Yes ☒ No

Comment:

Anticipated equestrian use on trail: ☐ Yes ☒ No

Comment:

Other Concept Notes: Provide any additional relevant project information that has not been covered in another section of the application.

School Demographics (Complete ONLY if submitting a project within the SRTS **Programming / Planning** eligibility category)

What are the name(s) and demographics for each school affected by the proposed program or project?

Optional: Alternatively, SRTS project applicants may submit a narrative response detailing school demographics provided that all fields below are answered in such attachment.

School name: School population: Grades of students at school:

Estimated number of students currently walking to school (if known):

Estimated number of students currently biking to school (if known):

Does the school have any policies related to walking or biking?

Distance eligibility for riding a bus: Number of children not eligible for busing:

Number of students eligible for busing because of a hazard situation:

Percentage of students living within one mile of the school:

Percentage of students living within two miles of the school:

Percentage of students eligible for free or reduced-cost school meals:

Community(s) served by school: Community(s) population:

Safe Routes to School Infrastructure (Complete ONLY if submitting a project within the SRTS eligibility category)

Does your school or community have a Safe Routes to School plan? ☐ Yes ☐ No

If yes, can it be viewed online? ☐ Yes, the website address is ☐ No, it is attached with the application.

If no; in no more than 400 words, attach a Word document describing any SRTS-related planning efforts undertaken by the school or community.

CONFIDENTIAL INFORMATION

Project Costs, Priorities, and State Fiscal Years:

NOTE: Do not include pages A-7 and A-8 in the Concept Definition Report (CDR) for approved TAP projects.

Complete the table below for the appropriate fiscal years of the application/project cycle (2022-2026). If a sponsor proposes to construct a project in phases throughout multiple years, schedule the project costs as appropriate and provide further details in the project description.

In addition to the table below, **attach a detailed breakdown of project costs in Microsoft Excel.** This detailed breakdown must clarify assumptions made in creating the budget such that a third-party reviewer would be able to substantiate the assumptions.

Submit a separate application and budget for each project or stand-alone project segment for which you are willing to accept funding, or for a bike trail section that could function as a separate facility. Project requests are not considered for partial funding.

Applicants may work with the Local Program Manager within their region for assistance to more accurately estimate costs. All estimates will be reviewed by WisDOT Region staff for consistency with current practices and approaches. Also, WisDOT Region staff may revise estimates in these categories due to the complexity of the project or other factors. WisDOT will notify the sponsor of any changes to estimates within the application and determine whether the sponsor wishes to continue with the application with the revised estimate.

NOTE: Requesting design and construction projects in the same fiscal year is not allowed.

Project Prioritization

If a sponsor is submitting more than one project the sponsor must rank each project in priority order, e.g., 1 (highest priority) to 5 (lowest), for the local priority among five projects. Local ranking will be used as a guide in project selection. **Project Priority: 1**

☐ **Design:**

☐ 100% Locally Funded (state review is required to be included as 100% locally funded) **OR**

☐ 80% Federally Funded ("state review only" projects are not allowed)

☐ FY 2023 ☐ FY 2024 ☐ FY 2025

NOTE: Requesting design and construction projects in the same fiscal year is not allowed.

	Total Funding	Federal Funding	Local Funding
A. Design Plan Development	\$	\$	\$

B. State Review for Design (provided by WisDOT Region)	\$	\$	\$
Total Design Cost Estimate with State Review (sum lines A and B)	\$	\$	\$

☒ **Construction:**
Basis for Construction Estimate: ☒ Itemized ☐ Per Square Foot ☐ Past Projects
☐ Other, please specify:
Schedule Preference: ☒ FY 2024 ☐ FY 2025 ☐ FY 2026

	Total Funding	Federal Funding	Local Funding
Total Participating Construction Cost	\$922,000	\$738,000	\$184,000
Total Non-Participating Construction Cost	\$	\$0	\$
A. Subtotal Construction Costs	\$922,000	\$738,000	\$184,000
B. Construction Engineering Costs (Coordinate with WisDOT Region)	\$79,000	\$63,000	\$16,000
C. State Review for Construction (Provided by WisDOT Region)	\$79,000	\$63,000	\$16,000
Total Construction Cost Estimate with Construction Engineering and State Review (sum lines A, B and C)	\$1,080,000	\$864,000	\$216,000

☐ **Real Estate:** (Recommend funding with local funds.)

☐ FY 2023 ☐ FY 2024 ☐ FY 2025

Total Real Estate Cost (round to next \$1,000) \$

☐ **Utility:** (Compensable utility costs must be \$50,000 minimum per utility.
Recommend funding with local funds.

☐ FY 2023 ☐ FY 2024 ☐ FY 2025 ☐ FY 2026

Total Utility Cost (round to next \$1,000) \$

☐ **Other:** (Planning or SRTS Non-Infrastructure Programming):

☐ FY 2023 ☐ FY 2024 ☐ FY 2025 ☐ FY 2026

Total Other Cost (round to next \$1,000) \$

NOTE: WisDOT Policy link: <http://wisconsindot.gov/rdwy/fdm/fd-18-01.pdf>.

NOTE: WisDOT Region staff may revise estimates in the Plan Development, State Review for Design, and State Review for Construction categories based on the complexity of the project or other factors.

Narrative Response

Provide a narrative response attachment answering questions 1 through 6, making sure to provide information in response to each sub-question. Please limit the response to three (3) double-spaced pages, using a **minimum 11-point font size and a 1-inch margin**.

1. PROJECT DESCRIPTION AND OVERVIEW.

This is the summary from page A-3 of the application. It is a general overview of the project, including type of facility or project, location (please attach a location map or maps) and any other information about the project. It is brief. Limited to about 400 words.

2. PROJECT PLANNING & PREPARATION & LOCAL SUPPORT

Describe the degree to which this project was planned for and the local support and commitment for the project. If this project is part of a plan, describe that plan and the project's priority in that plan. If this is a planning project describe how this project will be integrated into other efforts. For SRTS projects, describe walk/ bike audits, parent surveys and data on crashes that support the selection of this project. Provide data that supports the selection of your project.

3. PROJECT UTILITY & CONNECTIVITY

For Infrastructure Projects

Describe the degree to which this project serves utilitarian rather than recreational purposes and how, if at all, the project adds connectivity to the state's multi-modal transportation network, including bicycle, pedestrian and transit facilities. Make specific reference to distance between modal connections and destinations. Describe how, if at all, the proposed project would connect to these existing land uses: park, school, library, public transit, employment and/or retail centers, residential areas, other. Describe how this project fills a multimodal gap or serves as a backbone to a local multimodal network.

For Planning Projects

Implementation of plan would serve a broad geographic area and adds connectivity to the state's multimodal transportation network. Describe how this project fills a multimodal gap or serves as a backbone to a local multimodal network.

For Safe Routes to School Programming Projects

Will the project get a higher percentage of children walking and biking to school - addresses clear safety problems for children already walking/biking. Address the following desired outcomes: reduction in parent concerns that keep them from allowing children to walk/bike; potential for changes in hazard busing; change in policy limiting walking/biking to school; increased school commitment to promoting walking/biking; improved driver behaviors in the school zone; making it more appealing for children to walk/bike; more law enforcement participation in walking/biking issues

4. PROJECT BENEFIT– ENVIRONMENTAL, LIVABILITY, ECONOMIC JUSTICE, PUBLIC HEALTH, HISTORICAL PRESERVATION, & SAFETY

Describe the benefits likely derived from the proposed project, this description should correspond to the project benefit section on page A-3.

NOTE: A TAP projects should contribute to a community benefit. Projects that contributes to more than one benefit or have significant impact on a particular benefit will receive more points.

5. HISTORY OF SPONSOR SUCCESS, DELIVERABILITY AND COMMITMENT TO MULTIMODAL

How will the project be implemented on time? What obstacles or problems must be overcome to implement this project, and in light of project obstacles, describe how the project sponsor will comply with

state law and policy requiring project commencement within four years of the award date, and project completion within approximately six years? Please describe prior experience with other multimodal projects and success in delivering those projects in the year in which they were scheduled. For example, were you able to deliver the project in the year it was programmed? Have you ever had to turn back awarded federal funds? Please explain. If problems were experienced in the past, what will be done on this project to ensure successful completion? Describe the project sponsor's commitment to multimodal programs and facilities generally like a complete streets ordinance, advisory committees, or inclusion of multimodal accommodations in any other local program projects.

Key Program Requirements Confirmation

Please confirm your understanding of the following project condition by **typing your name, title and initials** at the bottom of this section. **A Head of Government/Designee with fiscal authority for the project sponsor must initial this section and sign this application. Sponsor consultant(s) should not initial or sign project applications.**

WisDOT will deem ineligible any application that does not provide confirmation to this section.

- a. Private organizations proposing projects must have a public project sponsor such as a local government unit.
- b. The project sponsor or private partner must provide matching dollar funding of at least 20% of project costs.
- c. This is a reimbursement program. The project sponsor must finance the project until federal reimbursement funds are available.
- d. The project sponsor will pay to the state all costs incurred by the state in connection with the improvement that exceed federal financing commitments or other costs that ineligible for federal reimbursement. In order to guarantee the project sponsor's foregoing agreements to pay the state, the project sponsor, through its duly executed officers or officials, agrees and authorized the state to set off and withhold the required reimbursement amount as determined by the state from any monies otherwise due and payable by the state to the municipality.
- e. The project sponsor must not incur costs for any phase of the project until that phase has been authorized for federal charges and the WisDOT Region has notified the sponsor that it can begin incurring costs. Otherwise, the sponsor risks incurring costs that will not be eligible for federal funding.
- f. The project sponsor will follow the applicable federal and state regulations required for each phase of the project. Some of these are described in the Guidelines. The requirements include, but are not limited to, the following: a Qualifications Based Selection (QBS) process for design and engineering services (Brooks Act); real estate acquisition requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and amendments; competitive procurement of construction services; Davis-Bacon wage rates on federal highway right-of-way projects; WisDOT FDM & Bicycle Facilities Handbook; ADA regarding accessibility for the disabled; MUTCD regarding signage; U.S. Department of the Interior standards for historic buildings. Each WisDOT Region can provide copies of the current *Sponsor's Guide to Non-Traditional Transportation Project Implementation*, and references for sections of the Facilities Development Manual (FDM) and other documents necessary to comply with federal and state regulations. **Applicants who plan to implement their projects as Local Let Contracts using the Sponsor's Guide must become certified that they are capable of undertaking these projects.**
- g. If applying for a bicycle facility, it is understood that All Terrain Vehicles (ATVs) are not allowed. Snowmobile use is only allowable by local ordinance. Trail fees may only be charged on a facility if the fees are used solely to maintain the trail. WisDOT reserves the right to require that facilities be snowplowed as part of a maintenance agreement where year-round use by bicyclists and pedestrians is expected.
- h. The project sponsor agrees to maintain the project for its useful life. Failure to maintain the facility, or sale of the assets improved with FHWA funds prior to the end of its useful life, will subject the sponsor to partial

repayment of federal funds or additional stipulations protecting the public interest in the project for its useful life.

- i. If the project sponsor should withdraw the project, it will reimburse the state for any costs incurred by the state on behalf of the project.
- j. The project sponsor agrees to state delivery and oversight costs by WisDOT staff and their agents. These costs include review of Design and Construction documents for compliance with federal and state requirements, appropriate design standards, and other related review. These costs will vary with the size and complexity of the project. The sponsor agrees to add these costs to the project under the same match requirements 80% / 20% match requirements.
- k. Projects that are fully or partially federally funded must be designed in accordance with all applicable federal design standards, even if design of the project was 100% locally funded.
- l. As the project progresses, the state will bill the project sponsor for work completed that is ineligible for federal reimbursement. Upon project completion, a final audit will determine the final division of costs as between the state and the project sponsor. If reviews or audits reveal any project costs that are ineligible for federal funding, the project sponsor will be responsible for any withdrawn costs associated with the ineligible work.
- m. ***For 100% locally-funded design projects, costs for design plan development and state review for design are 100% the responsibility of the local project sponsor. Project sponsors may not seek federal funding only for state review of design projects.
- n. The project sponsor acknowledges that the requisite project commencement requirement and that failure to comply with the applicable commencement deadline will jeopardize federal funding. Commencement is within four years of the date of the project award. The project must be commenced within four (4) years of the project award date according to Sec. 85.021, Wis. Stats. For construction projects, a project is commenced when construction is begun. For planning projects, a planning project is commenced when the planning study is begun. For non-infrastructure projects that do not fall within any of the above categories, a project is considered commenced on the date that WisDOT receives the first reimbursement request from the project sponsor, as noted on form DT1713 in the 'Date Received' field.
- o. The project sponsor acknowledges that the requisite project completion timeline for approved TAP projects will be memorialized in a state-municipal agreement, and failure to comply with the applicable project timeline will jeopardize federal funding.
- p. Federally-funded transportation construction projects, with the exception of sidewalks, are likely improvements that benefit the public at large. Improvements of this type cannot generally be the basis of levying a special assessment pursuant to Wis. Stat. § 66.0703. Municipalities who wish to obtain project funding via special assessment levied against particular parcels should seek advice of legal counsel. See Hildebrand v. Menasha, 2011 WI App. 83.

Please confirm your understanding of the following project condition by typing your name, title and initials at the bottom of this section. A Head of Government/Designee with fiscal authority for the project sponsor must initial this section and sign this application. Sponsor consultant(s) should not initial or sign project applications.

I confirm that I have read and understand project conditions (a) through (o) above:

Name: Lori Lorenz

Title: Member, M-T Trails Foundation, Inc.

Accepted (please initial here): LL

Fiscal Authorization and Signature

Application prepared by a consultant? ☐ Yes ☒ No

If yes, consultant information and signature required below.

Consultant Company Name:

Company Location (City, State):

Consultant Signature (electronic only):

Date:

NOTE: On Local Program projects, it is not permissible for a consultant to fill out applications gratis (or for a small fee) for a municipality and then be selected to do the design work on a project **unless** the municipality either:

- a.) uses a one-step QBS process with the scope of work to include the grant application and the design services, if authorized; or
- b.) uses a two-step QBS process with the scope of work for the first selection for the preparation of the grant application(s) and the second selection for the actual design(s).

In either case, all costs incurred prior to WisDOT project authorization are the responsibility of the municipality. See FDM 8-5-3 for additional information: <https://wisconsindot.gov/rdw/fdm/fd-08-05.pdf#fd8-5-3>

Sponsor Agency: **M-T Trails Foundation Inc.**Contact Person: **Lori Lorenz**

(Note: must be Head of Government or Designee)

Title: **Board member**Address: **9801 N Hilltop Lane, Mequon WI 53092**Telephone: **847-404-9728**Email: **lorenzlh92@gmail.com**

Only one project sponsor is allowed per project. As a representative of the project sponsor, the individual that signs below is confirming that the information in this project application is accurate. A local official, not a consultant, must sign the application. I understand that completion of this application does not guarantee project approval for federal funding.

Head of Government/Designee Signature (electronic only):

Date:

Application and Attachments Checklist

Submit applications and attachments utilizing the contact information contained in the corresponding TAP Pre-Scoping Application Instructions. Applicants must **submit eligible applications on or before 5PM on January 28, 2022**, and must include the following documents:

- ☒ A completed application **in Microsoft Word format**
- ☒ Narrative Response: maximum of **three double-spaced** pages, **11-point font size with 1-Inch margins**
- ☒ Cost Estimate Detail as required in the '**Project Costs and Dates**' section of this application
- ☐ For infrastructure projects, an 8½ by 11 project map submitted in PDF format
- ☐ If available, a **local resolution of support** for the proposed project
- ☐ **Non-Profit Entities Only:** A resolution ratified by "Secondary Municipal Agency" listed on page A-2, certifying the Non-Profit as "Responsible for administration of local transportation safety programs"
- ☐ **If right of way was acquired in anticipation of this project**, attach a detailed list of available, completed project and parcel acquisition documentation (**see page A-2**)
- ☐ **If proposed project crosses or runs parallel to a local road, street, or state or federal highway**, attach an existing typical cross-section of the roadway, showing right of way, travel lanes, shoulder and sidewalk (if applicable) (**see page A-2**).
- ☐ **SRTS Non-Infrastructure Applicants Only:** School Demographics Information (Page A-7)
- ☐ **SRTS Applicants Only:** Description of Existing Planning Efforts (400 words or less)
- ☒ Up to **three pages** of additional attachments (photos, letters of support, etc.)

FOR WISDOT USE ONLY –This information must be entered on the spreadsheet and on the application.

WisDOT Region comments on application, including eligibility concerns:

Region Reviewer's Name:

Reviewer's Title:

Date Received:

M-T Trails Foundation

HIGHLAND ROAD BIKE/PEDESTRIAN SPUR			
PROJECTED COSTS			
1.5 mile paved 10 foot wide bike / pedestrian path from Cedarburg Road on the north side of Highland Road			
		UPDATED Projection Sept 30 2021	Description
CONSTRUCTION OF PATH *			
		\$ 788,460	Paving and construction
		78,846	Engineering (10%)
		118,269	Contingency (15%)
		985,575	Total Construction Cost of Path
SIGNAL BEACON		15,000	Estimated cost of Bike/Pedestrian crosswalk (\$5,000) and signal beacon (\$10,000) at River Road and Highland. Need will have to be determined by the City of Mequon.
EASEMENT COSTS		-	Will get easement work done for free from committee member
STATE REVIEW COSTS		79,000	Estimate 10% of constructin costs per SEWRCP
ENDOWMENT		100,000	Endowment to cover projected depreciation and maintenance costs of \$2,525/mile (**) would be \$3,800 for 1.5 mile tract.
TOTAL FUNDING		1,179,575	

* Updated project costs from Ayers and Associates preliminary 60% plan dated September 9, 2021 broken out for construction, engineering and contingency. Broad estimates, subject to change as project progresses.

** Maintenance cost for mowing, trash removal/litter cleanup, flood or rain damage repair, patching, minor regrading, removing encroaching vegetation, annual facility evaluation, snowplowing is estimated at \$2,525/mile per Milwaukee County park system at americantrails.org.

**PUBLIC WORKS IMPROVEMENT
OPINION OF PROBABLE CONSTRUCTION COST**

Project Name:	Highland Road Trail	Date:	9-Sep-21
	City of Mequon		
Estimator:	MCL/AMF	Total Base Estimate:	\$985,575.00

Item No.	Description	Units	Approximate Quantity	Unit Price	Total Price
<u>TRAIL (Base STA 10+00 to 28+10 - Cedarburg Road to Green Bay Road)</u>					
Lawn Restoration		LS	1	\$5,000.00	\$5,000.00
Traffic Control		LS	1	\$5,000.00	\$5,000.00
Site Preparation		LS	1	\$10,000.00	\$10,000.00
Soil, Pavement, and Concrete Testing		LS	1	\$5,000.00	\$5,000.00
Trail Excavation		LS	1	\$100,000.00	\$100,000.00
Excavation Below Subgrade (EBS)		CY	250	\$33.00	\$8,250.00
Clearing and Grubbing		LS	1	\$2,000.00	\$2,000.00
HMA Surface Course (Trail)		TON	390	\$97.00	\$37,830.00
1-1/4" Base Course (Trail)		TON	2,020	\$18.00	\$36,360.00
Limestone Screenings (Shoulders)		TON	150	\$20.00	\$3,000.00
Asphaltic Driveway Restoration		SY	100	\$50.00	\$5,000.00
6" Concrete		SF	400	\$8.00	\$3,200.00
Detectable Warning Field		SF	30	\$35.00	\$1,050.00
18" Curb & Gutter Spot Replacement		LF	20	\$20.00	\$400.00
Storm Utilities		LS	1	\$26,500.00	\$26,500.00
Erosion Control		LS	1	\$5,000.00	\$5,000.00
Utility Relocation		EA	1	\$5,000.00	\$5,000.00
Trail (Base) Subtotal					\$258,590.00
<u>TRAIL (BASE STA 28+10 - STA 82+66 - Green Bay to Rotary Park)</u>					
Mobilization		LS	1	\$30,000.00	\$30,000.00
Lawn Restoration		LS	1	\$15,000.00	\$15,000.00
Traffic Control		LS	1	\$5,000.00	\$5,000.00
Site Preparation		LS	1	\$10,000.00	\$10,000.00
Soil, Pavement, and Concrete Testing		LS	1	\$10,000.00	\$10,000.00
Trail Excavation		LS	1	\$100,000.00	\$100,000.00
Excavation Below Subgrade (EBS)		CY	750	\$33.00	\$24,750.00
Clearing and Grubbing		LS	1	\$8,000.00	\$8,000.00
HMA Surface Course (Trail)		TON	1,200	\$97.00	\$116,400.00
1-1/4" Base Course (Trail)		TON	6,190	\$18.00	\$111,420.00
Limestone Screenings (Shoulders)		TON	460	\$20.00	\$9,200.00
Asphaltic Driveway Restoration		SY	200	\$50.00	\$10,000.00
Boardwalk (10-ft Wide)		LF	50	\$350.00	\$17,500.00
Boardwalk Concrete Approaches		LS	1	\$7,500.00	\$7,500.00
Detectable Warning Field		SF	10	\$35.00	\$350.00
Storm Utilities		LS	1	\$24,750.00	\$24,750.00
Erosion Control		LS	1	\$10,000.00	\$10,000.00
Utility Relocation		EA	2	\$10,000.00	\$20,000.00
Trail (Base) Subtotal					\$529,870.00
Total Construction Cost					\$788,460.00
Contingency (15%)					\$118,269.00
Engineering (10%)					\$78,846.00
TOTAL ESTIMATED COST (BASE)					\$985,575.00

<u>TRAIL (ALTERNATE STA 100+00 to 118+55 - Cedarburg to Green Bay Road)</u>					
Lawn Restoration		LS	1	\$5,000.00	\$5,000.00
Traffic Control		LS	1	\$7,000.00	\$7,000.00
Site Preparation		LS	1	\$10,000.00	\$10,000.00
Soil, Pavement, and Concrete Testing		LS	1	\$10,000.00	\$10,000.00
Trail Excavation		LS	1	\$15,000.00	\$15,000.00
Excavation Below Subgrade (EBS)		CY	100	\$33.00	\$3,300.00
Clearing and Grubbing		LS	1	\$15,000.00	\$15,000.00
HMA Surface Course (Trail)		TON	400	\$97.00	\$38,800.00
1-1/4" Base Course (Trail)		TON	2,030	\$18.00	\$36,540.00
Limestone Screenings (Shoulders)		TON	150	\$20.00	\$3,000.00
Retaining Wall		LF	750	\$300.00	\$225,000.00
6" Concrete		SF	150	\$8.00	\$1,200.00
Detectable Warning Field		SF	20	\$35.00	\$700.00
Storm Utilities		LS	1	\$40,000.00	\$40,000.00
Erosion Control		LS	1	\$10,000.00	\$10,000.00
Trail (Alternate) Subtotal					\$420,540.00
Total Construction Cost					\$950,410.00
Contingency (15%)					\$142,561.50
Engineering (10%)					\$95,041.00
TOTAL ESTIMATED COST (Alternate + Base STA 28+10 to STA 82+66)					\$1,188,012.50

<u>Phase 2 (Ozaukee Interurban Trail to Cedarburg Road - South of Highland Road)</u>					
Lawn Restoration		LS	1	\$3,000.00	\$3,000.00
Traffic Control		LS	1	\$7,500.00	\$7,500.00
Site Preparation		LS	1	\$5,000.00	\$5,000.00
Soil, Pavement, and Concrete Testing		LS	1	\$5,000.00	\$5,000.00
Trail Excavation		LS	1	\$5,000.00	\$5,000.00

Excavation Below Subgrade (EBS)	CY	50	\$33.00	\$1,650.00
Clearing and Grubbing	LS	1	\$10,000.00	\$10,000.00
HMA Surface Course (Trail)	TON	20	\$105.00	\$2,100.00
1-1/4" Base Course (Trail)	TON	50	\$23.00	\$1,150.00
Limestone Screenings (Shoulders)	TON	25	\$25.00	\$625.00
Bridge	LF	60	\$3,300.00	\$198,000.00
Boardwalk	LF	250	\$200.00	\$50,000.00
Detectable Warning Field	SF	20	\$35.00	\$700.00
Erosion Control	LS	1	\$5,000.00	\$5,000.00
LMOR / CLMOR FEMA Permits (Other Permits in Engineering Fee)	LS	1	\$6,500.00	\$6,500.00
Trail (Alternate) Subtotal				\$301,225.00

Total Construction Cost				\$301,225.00
Contingency (25%)				\$75,306.25
Engineering (25%)				\$75,306.25

TOTAL ESTIMATED COST (Phase 2)				\$451,837.50
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**M-T Trails Foundation, Inc.
Highland Road Bike/Pedestrian Spur
Quotes and Letters of Support for the project**

Chair of Mequon/Thiensville Bike/Pedestrian Way Committee, resident and Rotarian: Sam Azinger -- *"Rotary Park is one of the many gems in our community. As a parent of small children, accessing our community on foot or on bicycles is important to keep our kids safe and to encourage healthy lifestyles for generations to come. An off road path connecting the Ozaukee Interurban Trail and Rotary Park would not only provide a safe route for families to access Rotary Park, but would also connect people in North Mequon to the Town Center District and Thiensville businesses."*

Employee who walks Rotary park and rides OIT: Lisa Sheridan, Director of Client Operations, Gentian Financial *"I walk almost daily during my lunch hour from the Gentian Building over to Rotary Park and the Wooded trail. In fact, my total walk is 3 miles in 55 mins and part of that I have to walk on the side of the road on Highland Rd to get there. The path would be such a major improvement as I would not feel like I am about to get killed or have to be on constant alert for cars from both ways not seeing me. I also bike after work sometimes too and use the Interurban bike trail path but do NOT feel at all comfortable riding a bike on Highland Rd to get to the path. Having the path would be such an added benefit."*

Gathering on the Green Executive Director: Rob Kos: *"For decades Gathering on the Green has put on our flagship event in Rotary Park. The park is a jewel in our community and we love showing it off to those who come to our events. The possibility of a bike path that would connect Rotary Park to the Ozaukee Interurban Trail is a dream come true. It would enable many more people to safely discover and explore the fantastic asset of our park."*

Principal of Christ Alone Lutheran School in Thiensville, Paul Berger: *"Christ Alone Lutheran School sees the Ozaukee Interurban Trail as an asset for teaching our students about healthy living. Because it is located on the western edge of our property, we have easy access to it. We use the trail annually for our Run/Walk benefiting Juvenile Diabetes Research Foundation. We see the potential of using the trail for teaching about biking. Having the trail connect to Rotary Park would give a great destination and turn around point for our trips"*

Mequon Police Chief, Patrick Pryor: *"The Police Dept supports the creation of defining a space for bicyclists to ride and pedestrians to walk, to foster a safer environment for the traveling motorists and bicycles."*

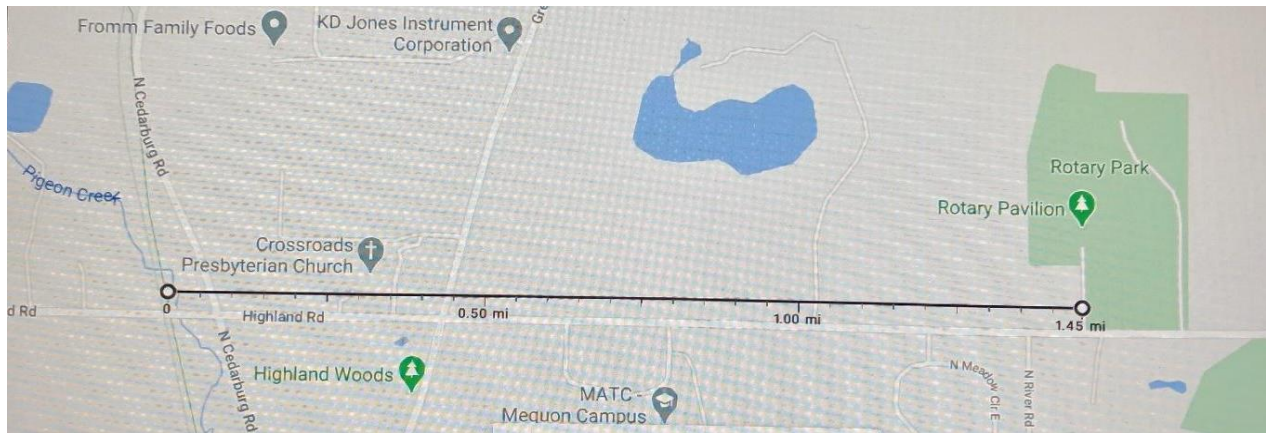
Head coach of Homestead Highlanders Cross Country, Jay Fuller: *"Something additional like this path would definitely lure our cross country runners over there!"*

Project Manager for Route of the Badger and Rails to Trails Conservancy, Willie Karidis: *"The Rotary Park connection to the Ozaukee Interurban Trail along the north side of Highland Road is a game changing project for the City of Mequon. This forward thinking trail project will provide a seamless connection for all ages and abilities providing safe access where none had existed before to both of these important landmarks."*

17 year resident of Mequon, Founder of Gentian Financial (on Highland Road), Chris Doughty—*"While living in the Ville Du Parc Subdivision, we have experienced several unfortunate incidents in which pedestrians have been hurt or worse yet lost their lives traveling on Highland road. I often hear families with small children tell us that they do not walk or bike on or near Highland Road due to the high rate of speed and distracted driving that occurs today. One such instance occurred while I was driving along a busy artery near Freistadt and Green Bay Road in Thiensville Wisconsin and we noticed a family of 3 trying to get to the Ozaukee Interurban Trail on their bikes to go to the Mequon Public Market. While driving behind the family, the child lost control of his bicycle and ended up in the MIDDLE of the road. If I had proceeded to pass them (as other vehicles had) that child would be seriously hurt or dead. In another instance there was a father of a resident standing in front of his mailbox on Highland Road to get the mail. It was late in the afternoon and the car did not see him and, in front of his granddaughter, he was killed instantly. I own the building on the corner of Highland and River Road (Gentian Financial) and can see the traffic that speeds along the road. Often much faster than the limit. In a growing, younger suburb, a trail that connects the parks and the existing infrastructure (IUT) would be a very valuable community resource."*

M-T Trails Foundation, Inc.

Highland Road Bike/Pedestrian Spur



A group of concerned and passionate citizens formed M-T Trails Foundation Inc, a 501c3, to provide safe, off road two directional shared use 10 ft wide paved bike/pedestrian trails to create a biker and walker friendly community in Mequon and Thiensville. This will eventually include safe bike/pedestrian loops as well as Bike/Pedestrian bridges across the Milwaukee River at key locations to efficiently connect the North/South sides and East/West sides of Mequon for bikers, walkers and runners.

PROJECT: The Highland Road Bike/Pedestrian Spur will create a safe, off road two directional shared use 10 ft wide paved bike/pedestrian path for approximately 1.5 miles along the north side of Highland Road from Rotary Park going west to the Ozaukee Interurban Trail (OIT) to connect families and children to Rotary Park, the OIT and the Town Center of Mequon/Thiensville in Ozaukee County in Wisconsin. This includes a signal beacon to cross Highland Road to Rotary Park and an endowment to cover projected depreciation and maintenance. Rotary Park in Mequon is loved for the multiple recreation uses--bicycling, walking, running, competitive sports, playgrounds, fishing ponds, river access and entertainment. This path will enhance the accessibility of Rotary Park while providing connectivity to the Interurban Trail. Currently residents along the 1.5 miles of proposed path have no safe access to bicycle or foot from Rotary Park to the OIT and a pedestrian death and numerous complaints to the City of Mequon Police Department of unsafe pedestrian/biking incidents have prompted the request from local residents to provide safe access. The

Highland Road Bike Path will resolve these safety issues and enhance the Mequon Community. It will also make the 14 mile OIT accessible for residents. The path is designed to be top quality, lasting 20 years. The 10 foot wide path has a 12 inch base of 1 ¼" aggregate base course, topped with 3" of HMA (Hot Mix Asphalt) Pavement 4LT 58-28S. The 2 ft shoulders will have the same 12 inch base with limestone screenings. The final path will therefore be 14 feet wide. NOTE: The Ozaukee Interurban Trail is a continuation from the Oak Leaf that follows an old railroad line from Milwaukee to Sheboygan through Ozaukee County. The proposed 1 ½ mile Highland Spur will take you east to the lovely Rotary Park.

HISTORY: This project started in January 2021 when we contracted Ayers Associates to design a preferred alignment plan for the proposed path, which was completed in April 2021. Once it was determined the path would be feasible and we received favorable feedback from homeowners about our intentions of a path, we moved ahead with the next steps, which was obtaining a topographical survey, wetland delineations and a survey. This was completed at the end of July. We had them include the north side for the complete 1 ½ miles from Rotary Park to the OIT and also the south side from Green Bay Road to OIT to compare costs, since the utility poles switched to the north side of the road at that point after green bay road. Finally, by August we had all of the information we needed for Ayers Associates to do a CADD draft and a 60% set of plans and profile sheets which identified the look and cost of the path and liens needed. This was received by us in early September and we started talking specifics with the landowners along the path. The initial design costs of \$62,000 have been privately funded by the members and friends of our foundation.

How to pay for the estimated \$1,179,575 cost (NOTE: Cost detail in separate form provided):

- \$615,000 grant from Transportation Alternatives Program through Federal Government
- \$249,000 grant from Knowles-Nelson Stewardship Program
- \$315,575 from individuals and local foundation fundraising efforts, including
 1. Cycle fest events in conjunction with the Noon Mequon Thiensville Rotary Club
 including:

- family friendly 3K run around Mequon
 - Kids bike safety workshop
 - Bike touring /bike maintenance workshop
 - Panel discussion
2. Engage local bike shops in area (Extreme Ski & Bike, Mequon Cycle Bar, Belgian Werkx, Wheel & Sprocket, Trailside Recreation).
 3. Cycle Bar Giving event at Mequon Cycle Bar
 4. Working with Wisconsin Bike Federation executive Director , Alliance for Biking and Walking In WI and the City of Mequon Bike/Pedestrian Way Committee, State Assembly representatives for our district.
 5. Sponsoring “Celebrate Trails” event on Saturday, April 18, 2022 to raise funds and awareness.
 6. Significant financial support from community residents and local corporations and local foundations. The enthusiasm for this trail is overwhelming, see additional attachments for quotes and letters of support.
 7. Partnering with Mequon Community Foundation (a 20 year 501c3) who is allowing us to promote our cause through their website landing page and newsletters and social media and is the fiduciary for the administration of our funds, providing the ability for online donations, Post Office donations and QR Code donations.



11333 N. Cedarburg Road
Mequon, WI 53092
262-242-3100

www.ci.mequon.wi.us

Mayor John M. Wirth
mayor@ci.mequon.wi.us
2632-236-2944

January 28, 2022

Ladies and Gentlemen:

I am writing in support of the grant request of M-T Trails Foundation.

Mequon has a unique interest in bike paths and pedestrian ways. Paths are good in all communities. However, with over 46 square miles and a population of only about 25,000 people, people in Mequon are unusually spread out. Paths create connections and help build community.

Moreover, as a result of our low density, we have far fewer neighborhood streets that connect areas. Instead, bicyclists and pedestrians use arterial streets and highways to get from place to place. These higher traffic streets are often unsafe for bicyclists and pedestrians, including families with children. Paths resolve the safety concerns of those streets.

The M-T Trails Foundation hopes to first build a path along Highland Road, connecting the Ozaukee Interurban Trail with Rotary Park, Mequon's largest active park. Considering that the Ozaukee Interurban Trail bisects Mequon and Thiensville, much of the community will be able to take advantage of this connection to get to Rotary Park. Further, the 30-mile Ozaukee Interurban Trail connects Mequon and Thiensville to the rest of Ozaukee County. Therefore, the proposed Rotary Park/Highland Road connection will benefit bicyclists from multiple communities. There are a number of hurdles to get this path built, but a grant would go a long way to assist to make this happen.

I respectfully request that you give the M-T Trails Foundation request your greatest consideration.

Sincerely,

A handwritten signature in blue ink that reads 'John M. Wirth'. The signature is fluid and cursive, with the first name 'John' being the most prominent part.

John M. Wirth
Mayor, City of Mequon

Attachment: M-T Trails TAP Grant Application (RESOLUTION 3926 : M-T Trails Foundation TAP Grant Support)

January 27, 2022

Travis Houle
Statewide Local Program Manager
WI Department of Transportation
4822 Madison Yards Way
Madison WI 53705



To Whom it May Concern:

I am pleased to write this letter in support of the Highland Bike and Pedestrian Path project. While bicyclists will undoubtedly enjoy the increased trail-riding opportunities this project would bring to Wisconsin's Lake Michigan coast, the far-reaching enhancements this connection will bring to the area's local economies, tourism industries, and residential health and well-being make this a worthwhile project for our state to invest in.

The Highland Bike and Pedestrian Path would connect the Mequon Rotary Park with the Ozaukee Interurban Trail via a 1.5 mile long paved path. The interconnectivity between Mequon/Thiensville area trails this project would bring is well-supported by community members, law enforcement, local advocates, and affected homeowners. I have been impressed by the dedication these motivated stakeholders have to getting this project completed and am confident that with proper funding, the project will be a success.

The importance of trails for our Wisconsin communities cannot be understated. While the obvious impacts of increased community recreation opportunities are clear, trails do so much more for the communities they serve, including bettering public health, increasing economic and transportation benefits, enhancing environmental and conservation efforts, and even establishing a sense of identity within the community. By investing in trails, we invest in our residents, our communities, and our state.

The Highland Bike and Pedestrian Path will serve as a great opportunity for interconnectivity throughout southeast Wisconsin. I offer my full support for the project and will happily work to advocate on behalf of this important community connection.

Sincerely,

Kirsten Finn, Executive Director
Wisconsin Bike Federation
187 E. Becher St.
Milwaukee, WI 53207



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: March 8, 2022
SUBJECT: RESOLUTION 3927 A Resolution Awarding the 2022 Road Improvements Contract to Payne & Dolan, of Jackson, WI, in the Amount of \$2,675,000

Background

Each year, the Engineering Division rates the surface condition rating of roads, generally in the late fall. These ratings are used over the winter to evaluate which roads will be recommended for inclusion in the annual road program. Typically, contracts are let with a number of projects defined as the total base bid, indicating that they will be completed with the contract award. Staff also includes a number of additive items, that can be awarded in any combination if pricing is favorable and if spring conditions warrant.

At its February meeting, the Committee of the Whole authorized staff to advertise the 2022 Road Improvements contract, a part of the Annual Road and Parking Lot Program to include:

TOTAL BASE BID (estimated \$1,810,695)

- Granville Road (Pioneer Road to Bonniwell Road)
- Mequon Business Park (Phase 1)
- Cheverny Drive
- Highland Ridge Subdivision
- Birch Creek Road
- Miller Court
- Vintage Estates

ADDITIVE ITEMS

- Bonniwell Road (Granville Road to Wasauke Road)
- Legacy Hills Drive
- Park Place Addition No. 2
- Hickory Hollow
- Library/Pool Parking Lot

Please see the attached location map for roads included in the 2022 Road Improvements contract bid.

Analysis

The City received two bids for the 2022 Road Improvements contract with the low base bid of \$1,767,414.43 from Payne & Dolan of Jackson, WI. The low bid is approximately 2% less than

the estimate. Based on the available funds for the 2022 Road Improvements contract, staff is recommending that the following additive items be awarded at a total cost of \$661,654.60:

- A1-A6 (Legacy Hills Drive)
- A7-A11 (Patch Repairs)
- A30-A36 (Bonniwell Road - Pulverize & Re-Laid)
- A44-A50 (Library/Pool Parking Lot)

Staff recommends not awarding the remaining additive bid items. These additive bid items will remain in the 5-year plan and be considered for award in future road program contracts. While there is sufficient funding with the pending borrowing and the project account balance, each project also requires contract administration, project management, drainage design and construction and daily inspection. To ensure the highest quality project, the contract award must be sized accordingly.

As there is additional funding remaining from the 2019-2021 borrowing, staff recommends that the first year of the term utilize a portion of the project account balance. The Department of Public works assists in the annual road program by handing most of the drainage work which is to be completed prior to the contractor beginning work. This is done to allow both the city crews and the contractor sufficient workspace without impacting each other's work site.

Bonniwell Road has severe rutting in the wheel paths that would likely result in reflective cracking if milled and overlaid. These issues should be addressed if the road is pulverized and repaved.

Furthermore, the Ravine Farm, Hickory Hollow, and Park Place subdivisions were included based upon a combination of their surface conditions and their proximity to each other. Typically, having roads in the same vicinity allows the City to benefit from better pricing on materials and construction. In addition to the reasons for project size and manageability, there is still need for the private water trusts of these subdivisions to provide an executed and approved Private Water Trust MOU. Including in a future road program allows each trust to evaluate and execute the template document.

Based on the totals of the base bid and the chosen additive items, Payne & Dolan's bid total is \$2,429,069.03. Payne & Dolan has performed acceptable work of this type for the City in the past.

2022 Road Improvements Contract	Total
Base Bid	\$ 1,767,414.43
Additive Bid - Legacy Hills Drive	\$ 126,424.00
Additive Bid - Patch Repairs	\$ 56,982.10
Additive Bid - Bonniwell Road	\$ 343,239.99
Additive Bid - Library/Pool Parking Lot	\$ 135,008.51
Total	\$ 2,429,069.03

Work on this contract can start as soon as the contract is fully executed and has a completion date of September 16, 2022. The bid summary is attached.

Fiscal Impact

On February 8, 2022, the Common Council approved a \$5.0 million bond issuance for a 3-year borrowing for the Annual Road and Parking Lot Program between 2022 and 2024. This is the first year of the aforementioned three-year program funded by long term bonding. The current balance of the Annual Road and Parking Lot Program account is \$1,286,824 and will be supplemented with funds from the 2022-2024 borrowing.

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 \$2,675,000 which includes a contingency of 10% for additionally authorized efforts. The contingency provides for additional services that may result from the unknown field conditions.

The projected cost of the 2022 Road and Parking Lot Program is \$3,053,000. This contract as well as the other contracts expected to be in the overall program are shown below.

2022 Road and Parking Lot Program Recommended Award	Award Amount (with additives)	Award Amount (with contingency)
GSB-88 Sealer	\$ 289,926.97	\$ 305,000.00
Crack Sealing	\$ 63,550.00	\$ 73,000.00
Road Improvements	\$ 2,429,069.03	\$ 2,675,000.00
Total	\$ 2,782,546.00	\$ 3,053,000.00

The City will receive a DOT Local Road Improvement Program (LRIP) reimbursement in sum of \$85,746 to contribute toward the 2022 Road and Parking Lot Program.

Recommendation

It is staff's recommendation that the Public Works Committee favorably endorse, and the Common Council approve the attached resolution awarding the 2022 Road Improvements contract to Payne & Dolan of Jackson, WI, for a contract award of \$2,675,000.

Attachments:

3098-22 2022 Road Improvements Area Map-Model (PDF)
3098-22 2022 Bid Opening Sheet (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3927

A Resolution Awarding the 2022 Road Improvements Contract to Payne & Dolan, of Jackson,
WI, in the Amount of \$2,675,000

RECITALS

A. The City of Mequon Engineering Division has advertised and received bids for the 2022 Road Improvements contract.

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

C. Staff has determined that the bids received are reasonable and that adequate funds are available to accomplish the work, and on that basis has made a recommendation to the Public Works Committee.

D. Adequate funds for this contract are available from the Capital Project Account - 410780-469001-10001 (Road and Parking Lot Program).

E. To provide for additional services that may result from the spring thaw or other unforeseen conditions, the contract award amount shall be affirmed with a contingency for a total not-to-exceed cost of \$2,675,000.

F. The Committee on Public Works at its meeting on March 8, 2022, 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 2022 Road Improvements Contract with Payne & Dolan of Jackson, Wisconsin, with a contingency for a total not-to-exceed cost of \$2,675,000 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: John Wirth, Mayor

Date Approved: March 8, 2022

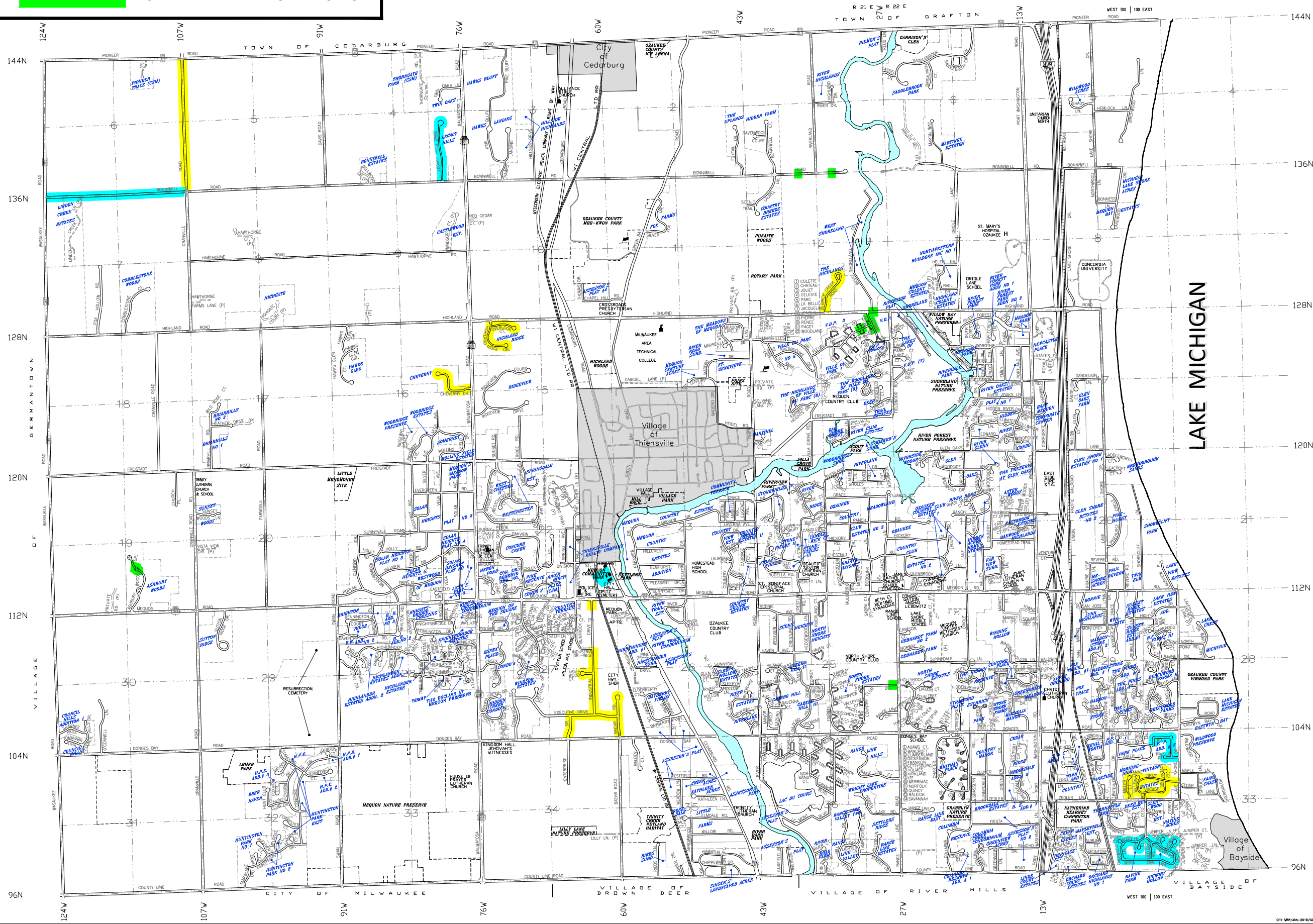
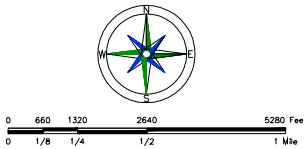
I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 8, 2022.

Caroline Fochs, City Clerk

- 2022 ROAD IMPROVEMENTS
- 2022 ADDITIVE ITEMS
- 2022 ADDITIVE ITEMS - PATCHES

CITY OF MEQUON

2022 Road Improvements





CITY OF MEQUON

WISCONSIN

BIDS RECEIVED FOR: 2022 ROAD IMPROVEMENTS FILE #3098-22

BID OPENING: BID OPENING: 3/1/2022 1:00 PM
DATE TIME

BIDDER	TOTAL BASE BID	Additive A1 - A6	Additive A7-A11	Additive A12 - A18	Additive A19 - A25	Additive A26 - 29	Additive A30 - A36	Additive A37 - A43	Additive A44 - A50
Stark Pavement	\$1,869,798.00	\$131,565.00	\$99,887.00	\$179,546.50	\$242,520.75	\$159,571.00	\$373,175.50	\$268,218.00	\$134,990.00
Payne & Dolan	\$1,767,414.43	\$126,424.00	\$56,982.10	\$182,275.14	\$247,058.38	\$149,000.56	\$343,239.99	\$271,355.53	\$135,008.51

Attachment: 3098-22 2022 Bid Opening Sheet (RESOLUTION 3927 : 2022 Road Improvements Contract Award)



11333 N. Cedarburg Road
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Phone:
Fax: 262-242-9655

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Office of Public Works Committee

TO: Common Council
FROM: Jeremy Dandy, Engineering Technician
DATE: April 13, 2021
SUBJECT: RESOLUTION 3928 A Resolution Awarding the 2022 Crack Sealing Contract to National Industrial Maintenance of East Chicago, Indiana in an Amount Not-to-Exceed \$73,000.

Background

At its February meeting, the Committee of the Whole authorized staff to advertise the 2022 Annual Road Program. For the Crack Seal contract base bid, staff advertised for 16.19 miles of Crack Sealing at an estimated cost of \$64,268.

Please see the attached location map and street list for roads included in the bid.

Analysis

A bid opening was conducted on March 1, 2022, and staff received four bids. The low base bid was \$63,550 from National Industrial Maintenance of East Chicago, Indiana. The low bid is approximately 1% less than the original estimate. As the list of roads that are in need of crack sealing is shorter than it has been in the past, there were no additive items listed for bidding. Over the past three years, the City has crack sealed approximately 150 of the 215 miles of City streets.

As the City has not done work with National Industrial Maintenance in the past, staff contacted references provided by the company that were local to Wisconsin and has reviewed the company pre-qualification statement.

Staff recommends awarding the 16.19 miles of base bid streets to National Industrial Maintenance of East Chicago, Indiana.

	National Industrial Maintenance	Fahrner Asphalt Sealers	American Pavement Solutions	Thunder Road, LLC
Base Bid	\$ 63,550.00	\$ 80,043.00	\$ 131,098.00	\$ 135,970.00
Total	\$ 63,550.00	\$ 80,043.00	\$ 131,098.00	\$ 135,970.00

As a result of several recent contract awards, the Public Works Committee and Common Council have requested consideration of adding a contingency to the award amounts. Therefore, staff is recommending that the resolution approve an amount not-to-exceed \$73,000, which includes a contingency of approximately 15% for additionally authorized efforts. The contingency is

intended for additional work that may be needed following this year's spring thaw.

Work on this contract can start as soon as the contract is fully executed. The completion date for this work is July 29, 2022. The bid opening sheet is attached.

Fiscal Impact

There is adequate funding available in the Annual Road Program account to award this project.

Recommendation

It is staff's recommendation that the Public Works Committee favorably endorse, and the Common Council approve the attached resolution awarding the 2022 Crack Seal contract to National Industrial Maintenance of East Chicago, Indiana, for an amount not-to-exceed \$73,000.00.

Attachments:

3686-22 2022 Crack Sealing Area Map-Model (PDF)

3686-22 2022 Bid Opening Sheet CS(PDF)

3686-22 2022 Crack Sealing Street List (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3928

A Resolution Awarding the 2022 Crack Sealing Contract to National Industrial Maintenance of East Chicago, Indiana in an Amount Not-to-Exceed \$73,000.

RECITALS

A. The City of Mequon Engineering Division has advertised and received bids for the 2022 Crack Sealing contract.

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

C. Staff has determined that the bids received are reasonable and that adequate funds are available to accomplish the work, and on that basis has made a recommendation to the Public Works Committee.

D. Adequate funds for this contract are available from the Capital Project - 0410, Project: Local Road Program - 10003 account.

E. To provide for additional services that may result from the spring thaw, the contract award amount shall be affirmed with a contingency, for a total not-to-exceed cost of \$73,000.

F. The Committee on Public Works at its meeting on March 8, 2022, 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 2022 Crack Sealing Contract with National Industrial Maintenance of East Chicago, Indiana, is approved subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

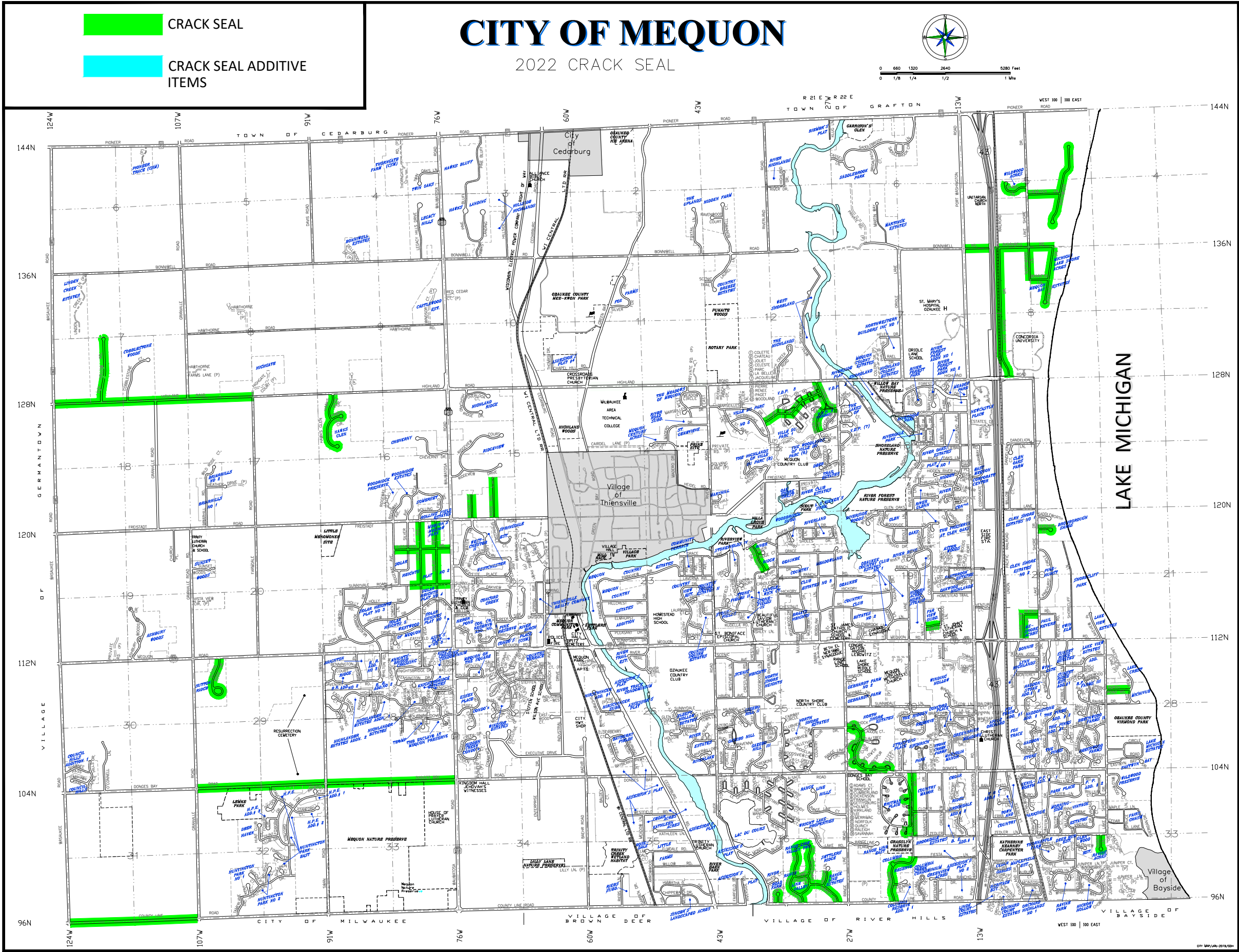
2. The Mayor and the City Clerk are authorized and directed to execute and deliver the same.

Approved by: John Wirth, Mayor

Date Approved: March 8, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 8, 2022.

Caroline Fochs, City Clerk



CITY OF MEQUON

WISCONSIN

BIDS RECEIVED FOR: 2022 CRACK SEALING FILE #3686-22

BID OPENING: 3/1/2022 11:00 AM
DATE TIME

BIDDER	TOTAL BASE BID
Thunder Road, LLC	\$135,970.00
Fahrner Asphalt Sealers	\$80,043.00
American Pavement Solutions	\$131,098.00
National Industrial Maintenance	\$63,550.00

STREET LIST – 2022 CRACK SEALING								
ITEM	STREET	LOCATION		L(mi.)	W (ft.)			PRICE/S TREET
NO.		FROM	TO					
MAIN ROADS (West of the Milwaukee River)								
1	Highland Road	Wasaukee Road	Farmdale Road	1.5	24	VL		
2	Donges Bay Road	Granville Road	Little Menomonee River	0.25	26	M		
3	Donges Bay Road	Little Menomonee River	Swan Road	0.75	22	M		
4	Donges Bay Road	Swan Road	Wauwatosa Road	1	22	M		
5	County Line Road	Wasaukee Road	Granville Road	1	22	L		
MAIN ROADS (East of Milwaukee River)								
6	Lake Shore Drive	Highland Road	Bonniwell Road	1.05	30	VVL		
7	Bonniwell Road	Lake Shore Drive	Northwood Lane	0.23	30	VVL		
SUBDIVISION ROADS (West of Milwaukee River)								
8	Sutton Ridge Drive	Mequon Road	Cul-de-sac	0.45	20	VL		
9	Vega Avenue	Sunnyvale Road	Freistadt Road	0.5	21	VVL		
10	Solar Avenue	Sunnyvale Road	Evergreen Road	0.27	21	VVL		
11	Solar Avenue	Evergreen Road	Freistadt Road	0.23	24	VVL		
12	Sunnyvale Road	Wauwatosa Road	Holly Road	0.36	21	VVL		
13	Evergreen Road	Ridgeway Avenue	Wauwatosa Road	0.45	21	VVL		
14	Sunset Road	Freistadt Road	End to North	0.2	19	VVL		
15	Ridge Road	Freistadt Road	End to North	0.3	19	VVL		
16	Hawks Glen Drive	Highland Road	Hawks Glen Court	0.22	20	VVL		
17	Hawks Glen Circle	Hawks Glen Drive	Cul-de-sac	0.09	20	VVL		
18	Hawks Glen Court	Hawks Glen Drive	Cul-de-sac	0.27	20	VVL		
19	Fox Hollow Road	Highland Road	Cul-de-sac	0.54	19	L		
20	Yvonne Drive	Highland Road	Fieldwood Road	0.29	24	M		
21	Woodland Drive	Ville du Parc	Yvonne Drive	0.23	24	VL		
22	Fleur de Lis Drive	Yvonne Drive	Colette Court	0.41	24	VVL		
23	Fleur de Lis Drive	Colette Court	Marseilles Drive	0.13	22	VVL		
SUBDIVISION ROADS (East of Milwaukee River)								
24	Crestwood Court	County Line Road	Cul-de-sac	0.09	22	VL		
25	Valley Hill Drive	County Line Road	Lamplighter Lane	0.64	22	VL		
26	Lamplighter Lane	Valley Hill Drive	Valley Hill Drive	0.29	22	VL		
27	Lamplighter Lane N	Lamplighter Lane	Valley Hill Drive	0.25	22	VL		
28	Sunset Lane	County Line Road	Lamplighter Lane	0.3	22	VL		
29	Hilltop Lane	Sunset Lane	Surface Change	0.12	22	L		
30	Columbia Drive	Fiesta Lane	County Line Road	0.49	22	VL		
31	Kirkland Court	Charter Mall	Cul-de-sac	0.1	22	L		
32	Quincy Court	Charter Mall	Cul-de-sac	0.09	22	VL		
33	Grasslyn Road	Donges Bay Road	Zedler Lane	0.5	22	VL		
34	Corey Lane	Zedler Lane	Cul-de-sac	0.12	22	VL		
35	Country Club Drive	Range Line Road	Bittersweet Court	0.67	24	L		
36	Bittersweet Court	Country Club Drive	Around Court	0.08	20	L		
37	Larkspur Court	Country Club Drive	Around Court	0.06	20	L		
38	Sunflower Court	Country Club Drive	Around Court	0.07	20	L		
39	Hyacinth Court	Country Club Drive	Around Court	0.07	20	VL		
40	Marigold Court	Country Club Drive	Around Court	0.1	20	L		

Attachment: 3686-22 2022 Crack Sealing Street List (RESOLUTION 3928 : 2022 Crack Sealing Contract Award)

41	Hollyhock Court	Country Club Drive	Around Court	0.1	20	VL	
42	Northpoint Road	Lake Shore Drive	Lake View Road	0.19	18	VVL	
43	Prairie View Lane	Mequon Road	Revere Road	0.2	22	VVL	
44	Revere Road	Prairie View Lane	Lake Shore Drive	0.1	21	VVL	
45	Fairview Drive	Valley Drive	Linnwood Lane	0.1	21	VVL	
46	River Ridge Drive	Grave Avenue	Mulberry Drive	0.23	22	VVL	
47	Seacroft Court	Lake Shore Drive	Cul-de-sac	0.12	21	VL	
48	Bonniwell Road	Port Washington Road	End to East	0.18	19	L	
49	Bonniwell Road	Northwood Lane	Lakewood Drive	0.19	23	L	
50	Northwood Lane	Bonniwell Road	Bonness Lane	0.29	22	VVL	
51	Bonness Lane	Northwood Lane	Lakewood Drive	0.15	17	VVL	
52	Lakewood Drive	Bonniwell Road	Cul-de-sac	0.45	22	VVL	
53	Shady Lane	Lake Shore Drive	Cul-de-sac	0.25	22	L	
54	Hemlock Lane	Lake Shore Drive	Birchwood Lane	0.26	22	VL	
55	Birchwood Lane	North Cul-de-sac	South Cul-de-sac	0.61	22	VL	



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Office of Public Works Committee

TO: Common Council
FROM: Jeremy Dandy, Engineering Technician
DATE: April 13, 2021
SUBJECT: RESOLUTION 3929 A Resolution Awarding the 2022 GSB-88 Bituminous Seal Contract to Fahrner Asphalt Sealers, of Waunakee, WI in an Amount Not-to-Exceed \$305,000.

Background

At its February meeting, the Committee of the Whole authorized staff to advertise the 2022 Annual Road Program. For the GSB-88 Bituminous Seal contract base bid, staff advertised for 14.04 miles of GSB-88 Bituminous Pavement Sealing at an estimated total base bid cost of \$251,586.

Additive bids included 6.35 miles of additional GSB-88 Bituminous Sealing. The estimate for the additional streets was \$112,170. The additive bid items are bid per street so that any number of streets may be added in any combination. These additive bids were included to allow more work to be completed within budget depending on bid prices received for the entire 2022 Annual Road Program.

The total estimate for the combined base bid and additive items was \$363,756.

Please see the attached location map and street list for roads included in the bid.

Analysis

The City received three bids for the 2022 GSB-88 Bituminous Seal contract with the low base bid of \$211,649.97 from Fahrner Asphalt Sealers, of Waunakee, Wisconsin.

The low bid is approximately 16% less than the original estimate. Staff recommends awarding the 14.04 miles of base bid streets and additive items A2-A26, which include two sections of Garrison's Glen Parking Lot and an additional 5.41 miles of street pavement.

	Fahrner Asphalt Sealers	Gee Asphalt	Russel Standard Corp
Base Bid	\$ 211,649.97	\$ 225,118.61	\$ 332,000.00
Additive Bid Items A2-A26	\$ 78,277.00	\$ 80,166.79	\$ 157,000.00
Total	\$ 289,926.97	\$ 305,285.40	\$ 489,000.00

As a result of several recent contract awards, the Public Works Committee and Common Council

have requested consideration of adding a contingency to the award amounts. Therefore, staff is recommending that the resolution approve an amount not to exceed \$305,000, which includes a contingency of approximately 5% for additionally authorized efforts. The contingency will not be used for additive bid items, it is intended for additional work needed as a result of spring thaw.

Fahrner Asphalt Sealers has applied GSB-88 bituminous sealer in Mequon in the past and has provided a quality work product.

Work on this contract can start as soon as the contract is fully executed. The completion date for this work is September 2, 2022. The bid opening sheet is attached.

Fiscal Impact

There is adequate funding available in the Annual Road Program account to award this project.

Recommendation

It is staff's recommendation that the Public Works Committee favorably endorse, and the Common Council approve the attached resolution awarding the 2022 GSB-88 Bituminous Seal contract to Fahrner Asphalt Sealers, of Waunakee, Wisconsin, for an amount not-to-exceed \$305,000.

Attachments:

3762-22 GSB-88 Area Map-Model (PDF)

3762-22 GSB-88 Street List (PDF)

3762-22 2022 Bid Opening Sheet GSB88 (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3929

A Resolution Awarding the 2022 GSB-88 Bituminous Seal Contract to Fahrner Asphalt Sealers,
of Waunakee, WI in an Amount Not-to-Exceed \$305,000.

RECITALS

- A. The City of Mequon Engineering Division has advertised and received bids for the 2022 GSB-88 Bituminous Seal contract.
- B. Staff has reviewed the various bids and contractor qualifications for the contracts.
- C. The bids received for the project were less than estimated, therefore staff recommends award of the total base bid and additive bids A2-A26.
- D. Adequate funds for this contract are available from the Capital Project - 0410, Project: Local Road Program - 10001 account.
- E. To provide for additional services that may result from the spring thaw, the contract award amount shall be affirmed with a contingency, for a total not-to-exceed cost of \$305,000.
- F. The Committee on Public Works at its meeting on March 8, 2022, approved staff's recommendation.

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

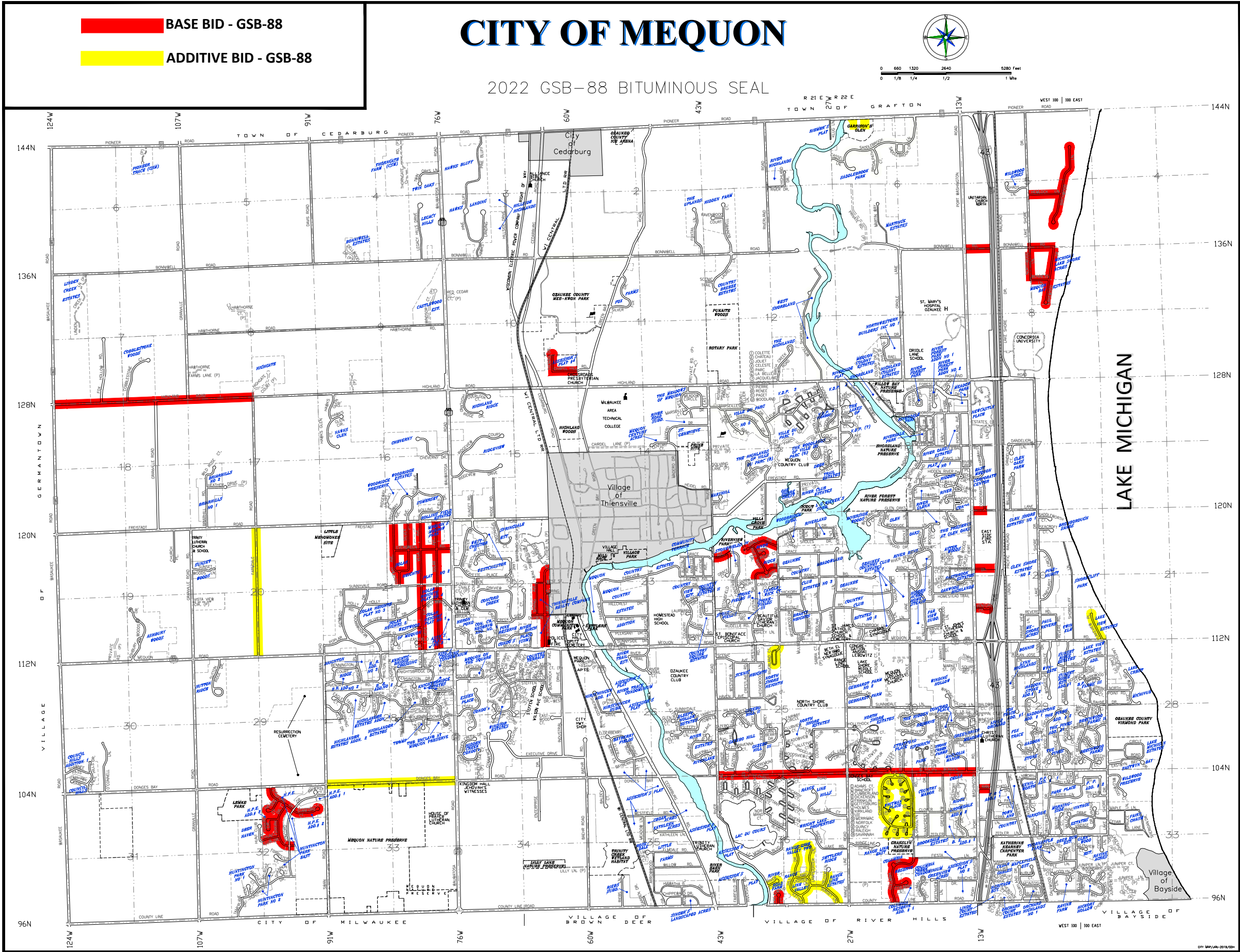
- 1. The 2022 GSB-88 Contract with Fahrner Asphalt Sealers of Waunakee, Wisconsin, in the form attached hereto is approved subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.
- 2. The Mayor and the City Clerk are authorized and directed to execute and deliver the same.

Approved by: John Wirth, Mayor

Date Approved: March 8, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 8, 2022.

Caroline Fochs, City Clerk



STREET LIST – 2022 GSB-88 BITUMINOUS SEAL

ITEM NO.	STREET		LOCATION			L(mi.)	W(ft.)	PRICE/S TREET
				FROM	TO	C/L		
MAIN ROADS (West of Milwaukee River)								
1	Highland Road		Wasaukee Road		Farmdale Road	1.5	24	
MAIN ROADS (Eat of Milwaukee River)								
2	Donges Bay Road		River Road		Range Line Road	1.0	28	
3	Donges Bay Road		Range Line Road		Grasslyn Road	0.5	30	
4	Donges Bay Road		Grasslyn Road		Port Washington Road	0.5	34	
SUBDIVISIONS (West of Milwaukee River, south to north)								
5	Hunt Club Drive		Foxkirk Drive		Hunt Club Court	0.13	22	
6	Foxkirk Drive		Concord Drive		Stanford Drive	0.4	22	
7	Foxkirk Drive		Concord Drive		Dead End – East	0.1	18	
8	Foxkirk Circle		Foxkirk Drive		Around Loop	0.26	22	
9	Hayden Court		Stanford Drive		Cul-de-sac	0.14	22	
10	Stanford Drive		Donges Bay Road		Concord Drive	0.27	22	
11	Stanford Court		Concord Drive		Cul-de-sac	0.23	22	
12	Ridgeway Avenue		Sunnyvale Road		Freistadt Road	0.5	21	
13	Evergreen Road		Ridgeway Avenue		Wauwatosa Road	0.45	21	
14	Silver Avenue		Freistadt Road		Ridgeway Avenue	0.55	21	
15	Vega Avenue		Mequon Road		Freistadt Road	0.95	21	
16	Solar Avenue		Mequon Road		Evergreen Road	0.77	21	
17	Solar Avenue		Evergreen Road		Freistadt Road	0.23	24	
18	Buntrock Avenue		Village of Theinsville		Mequon Road	0.64	22	
19	Spring Avenue		Division Street		West Street	0.25	18	
20	Division Street		Village of Theinsville		Spring Avenue	0.1	20	
21	Spring Street		Buntrock Avenue		Village of Theinsville	0.04	20	
22	West Street		Spring Avenue		Village of Theinsville	0.1	18	
23	Chapel Hill Road		.12 mi W of Green Bay Road		Thomas Drive	0.17	20	
24	Thomas Drive		Chapel Hill Road		Cul-de-sac	0.13	20	
SUBDIVISIONS (East of Milwaukee River, south to north)								
25	Crestwood Court		County Line Road		Cul-de-sac	0.09	22	
26	Columbia Drive		Fiesta Lane		County Line Road	0.49	22	
27	Columbia Drive – CDS A		Columbia Drive		Columbia Drive	0.07	22	
28	Columbia Court		Columbia Drive		Cul-de-sac	0.11	22	
29	Ranchito Lane		Port Washington Road		End towards I-43	0.13	22	
30	Grace Avenue		River Road		Grace Court	0.15	22	
31	Grace Avenue		Riverland Road		Cul-de-sac	0.24	22	
32	Mulberry Road		Riverland Road		Justin Drive	0.22	22	
33	River Ridge Drive		Grave Avenue		Mulberry Drive	0.23	22	
34	River Ridge Court		River Ridge Drive		Cul-de-sac	0.07	22	
35	Venture Court		Port Washington Road		Cul-de-sac	0.15	36	
36	Eastbrook Drive		Port Washington Road		East End	0.07	36	
37	Glen Oaks Lane		Port Washington Road		Corporate Parkway	0.12	28	
38	Bonniwell Road		Port Washington Road		East to End	0.18	19	
39	Bonniwell Road		Northwood Lane		Lakewood Drive	0.19	23	
40	Bonness Lane		Northwood Lane		Lakewood Drive	0.15	17	
41	Lakewood Drive		Bonniwell Road		Bonness Lane	0.25	21	
42	Lakewood Drive		Bonness Lane		Cul-de-sac	0.2	22	
43	Northwood Lane		Bonniwell Road		Bonness Lane	0.29	22	
44	Hemlock Lane		Lake Shore Drive		Birchwood Lane	0.26	22	
45	Birchwood Lane		Cul-de-sac North		Cul-de Sac South	0.61	22	

STREET LIST – 2022 ADDITIVE BID ITEMS

ITEM			STREET	LOCATION		L(mi.)	w(ft.)	PRICE/S TREET		
NO.				FROM	TO	C/L				
MAIN ROADS (West of Milwaukee River)										
A1	Donges Bay Road		Wauwatosa Road		Swan Road	1	22			
A2	Farmdale Road		Freistadt Road		Mequon Road	1	22			
SUBDIVISIONS (East of Milwaukee River, south to north)										
A3	River Court		River Road		Cul-de-sac	0.1	22			
A4	Valley Hill Drive		Lamplighter Lane		County Line Road	0.64	22			
A5	Lamplighter Lane		Valley Hill Drive		Valley Hill Drive	0.29	22			

Attachment: 3762-22 GSB-88 Street List (RESOLUTION 3929 : 2022 GSB-88 Bituminous Seal Contract Award)

A6	Lamplighter Lane N	Lamplighter Lane	Valley Hill Drive	0.25	22	
A7	Sunset Lane	County Line Road	Lamplighter Lane	0.3	22	
A8	Hilltop Lane	Sunset Lane	Surface Change	0.12	22	
A9	Charter Mall	Donges Bay Road	Around Loop	1.08	24	
A10	Adams Court	Charter Mall	Cul-de-sac	0.06	20	
A11	Bancroft Court	Charter Mall	Cul-de-sac	0.03	22	
A12	Cumberland Court	Charter Mall	Cul-de-sac	0.06	22	
A13	Dickenson Court	Charter Mall	Cul-de-sac	0.06	22	
A14	Franklin Court	Charter Mall	Cul-de-sac	0.12	22	
A15	Gettysburg Court	Charter Mall	Cul-de-sac	0.13	22	
A16	Holmes Court	Charter Mall	Cul-de-sac	0.1	22	
A17	Kirkland Court	Charter Mall	Cul-de-sac	0.1	22	
A18	Lee Court	Charter Mall	Cul-de-sac	0.07	22	
A19	Merrimac Court	Charter Mall	Cul-de-sac	0.06	22	
A20	Norfolk Court	Charter Mall	Cul-de-sac	0.07	22	
A21	Quincy Court	Charter Mall	Cul-de-sac	0.09	22	
A22	Raleigh Court	Charter Mall	Cul-de-sac	0.09	22	
A23	Savannah Court	Charter Mall	Cul-de-sac	0.06	22	
A24	Riverland Court	Mequon Road	Around court	0.33	21	
A25	Lakeview Place	Mequon Road	Cul-de-sac	0.2	21	
PARKING LOTS (East of Milwaukee River, south to north)						
A26	Garrison's Glen	Two Entrances	Off Pioneer Road	450	SY	



11333 N. Cedarburg Road, 60W
Mequon, Wisconsin 53092

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CITY OF MEQUON

WISCONSIN

BIDS RECEIVED FOR: 2022 GSB-88 BITUMINOUS SEAL FILE #3762-22

BID OPENING: 3/1/2022 11:30 AM
DATE TIME

BIDDER	TOTAL BASE BID
Russell Standard Corp	\$332,000.00
Gee Asphalt Systems	\$225,118.61
Fahrner Asphalt Sealers	\$211,649.97

Attachment: 3762-22 2022 Bid Opening Sheet GSB88 (RESOLUTION 3929 : 2022 GSB-88 Bituminous Seal



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

www.ci.mequon.wi.us

Office of Sewer Utility District Commission

TO: Common Council
FROM: Kevin Driscoll, Deputy Director of Utilities
DATE: February 26, 2022
SUBJECT: RESOLUTION 3930 A Resolution Awarding a Contract for the Repair of Five Sewer Laterals in Cedarburg Road / STH 57 to Genesis Excavators, Inc., Kenosha, Wisconsin in the Amount of \$87,349

Background

The 2022 Sanitary Sewer budget adopted on October 28, 2021, includes a continuation of previous years' improvements to the City's sanitary sewers as pipes age and deteriorate. The Sewer Utility has completed multiple phases of rehabilitation work on sewer mains in Cedarburg Road (STH 57) prior to the upcoming WisDOT paving project. Examinations were also completed on building sewer laterals in the right-of-way, and these exams showed offset joints within the right-of-way for 5 building sewer laterals. These defects impede the flow line and repairs are needed. The City of Mequon Code of Ordinances reads:

Sec. 86-102. - Maintenance and repair of sewer laterals. (g) Repair of lateral defects; schedule and limits of lateral structural maintenance. (1) The city shall determine the schedule for its mainline and/or lateral structural maintenance work in road right-of-way or easements in designated rehabilitation areas and may perform work with its crews or by contract according to that schedule.

Analysis

As part of the Utility's asset management strategy, the condition assessments were completed prior to the referenced paving project whereupon necessary lateral repairs were identified, based on exam review. Repairs to the building sewer lateral defects prior to the new paving work will limit any necessary repairs under new the new road surface. Staff received pricing from the three contractors as shown below and in Exhibit A:

Contractor	Price
Genesis	\$87,349
Globe	\$95,690
DF Tomasini	\$144,750

This building sewer lateral repair work is in the public right-of-way and is scheduled to be completed prior to WisDOT paving in spring 2022.

Fiscal Impact

Funding is available to repair these 5 sanitary building sewer laterals along Cedarburg Road

(STH 57) right-of-way, in Sewer System Repair Account 610669-695105. The itemized unit prices are shown in Exhibit B along with detail of the additive items for utility allowances and heavy cleaning. These allowances would be authorized by staff if additional cleaning is required, or if a utility facility, such as gas, electric, fiber, telephone, is hotlined and would need additional bracing and support during the excavation work to repair a lateral.

Recommendation

A recommendation is forthcoming from the Sanitary Utility District Commission on March 8, 2022.

Attachments:

Exhibit A_Pricing Summary (#1953-L) (PDF)

Exhibit B_Pricing Detail (#1953-L) (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3930

A Resolution Awarding a Contract for the Repair of Five Sewer Laterals in Cedarburg Road /
STH 57 to Genesis Excavators, Inc., Kenosha, Wisconsin in the Amount of \$87,349

RECITALS

A. A number of capital improvement projects were identified as part of the FY2022 Sanitary Sewer Budget adopted by the Common Council on October 28, 2021.

B. The City of Mequon Department of Public Works Engineering Division has received and reviewed various quotes from qualified contractors to repair five sanitary building sewer laterals in Cedarburg Road / STH 57.

C. Staff recommends that the work to repair five Sanitary Building Sewer Laterals in Cedarburg Road/STH 57 be awarded to the low bidder, Genesis Excavators, Inc. of Kenosha, Wisconsin, at a total cost of \$87,349.

D. The Sewer Maintenance System Repair Account 611610-695105 has a sufficient balance to fund this project.

E. The Sanitary Utility District Commission at its meeting on March 8, 2022, 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 Agreement to repair five Sanitary Building Sewer Laterals in Cedarburg Road/STH 57, is approved and awarded to Genesis Excavators, Inc. of Kenosha, Wisconsin, in an amount of \$87,349, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

Approved by: John Wirth, Mayor

Date Approved: March 8, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 8, 2022.

Caroline Fochs, City Clerk



11333 N. Cedarburg Road, 60W
Mequon, Wisconsin 53092

CITY OF MEQUON WISCONSIN

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QUOTES RECEIVED FOR: Contract No. 1953-L-22

Repair Sewer Laterals in Cedarburg Road (STH 57) from the County Line Road to Mequon Road

DEADLINE FOR QUOTES: 2/7/2022 3:00 PM
DATE TIME

CONTRACTOR	BASE PRICE	ADDITIVE PRICE	Prequal.	Addendum
Genesis	\$59,474.00	\$27,875.00	x	x
Globe	\$69,940.00	\$25,750.00	x	x
DF Tomasini	\$114,750.00	\$30,000.00	x	x

Attachment: Exhibit A_Pricing Summary (#1953-L) (RESOLUTION 3930 : Sewer Lateral Repairs in

ITEM NUMBER	ITEMS to Repair Sanitary Laterals	UNIT	EST.	Genesis		Globe		Tomasini	
			QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization	LS	1	\$1,220.00	\$1,220	\$2,000.00	\$2,000	\$9,000.00	\$9,000
2	Spot Repair Sanitary Sewer Lateral in ROW at 10960 Cedarburg Rd	LF	5	\$1,850.00	\$9,250	\$1,500.00	\$7,500	\$1,800.00	\$9,000
3	Traffic Control Plan for 10960 Cedarburg Rd/STH 57	LS	1	\$255.00	\$255	\$100.00	\$100	\$250.00	\$250
4	Spot Repair Sanitary Sewer Lateral in ROW at 10960 Cedarburg Rd	LF	5	\$1,850.00	\$9,250	\$1,450.00	\$7,250	\$1,800.00	\$9,000
5	Traffic Control Plan for 10960 Cedarburg Rd/STH 57	LS	1	\$255.00	\$255	\$100.00	\$100	\$250.00	\$250
6	Spot Repair Sanitary Sewer Lateral in ROW at 10960 Cedarburg Rd	LF	5	\$1,850.00	\$9,250	\$1,450.00	\$7,250	\$1,800.00	\$9,000
7	Traffic Control Plan for 10960 Cedarburg Rd/STH 57	LS	1	\$255.00	\$255	\$100.00	\$100	\$250.00	\$250
8	Spot Repair Sanitary Sewer Lateral in ROW at 10960 Cedarburg Rd	LF	5	\$1,850.00	\$9,250	\$1,450.00	\$7,250	\$1,800.00	\$9,000
9	Traffic Control Plan for 10960 Cedarburg Rd/STH 57	LS	1	\$255.00	\$255	\$100.00	\$100	\$250.00	\$250
10	Spot Repair Sanitary Sewer Lateral in ROW at 10960 Cedarburg Rd	LF	5	\$1,850.00	\$9,250	\$1,700.00	\$8,500	\$1,800.00	\$9,000
11	Traffic Control Plan for 10960 Cedarburg Rd/STH 57	LS	1	\$255.00	\$255	\$100.00	\$100	\$250.00	\$250
12	Clean and Examine 5 Sanitary Sewer Laterals, Post Repairs	LF	500	\$9.20	\$4,600	\$25.00	\$12,500	\$18.00	\$9,000
13	Roadway Surface Restoration	SY	25	\$64.20	\$1,605	\$170.00	\$4,250	\$400.00	\$10,000
14	Turf Restoration (Sod)	SY	180	\$5.50	\$990	\$13.00	\$2,340	\$50.00	\$9,000
15	Gravel Shoulder Restoration in ROW	SY	30	\$27.80	\$834	\$70.00	\$2,100	\$100.00	\$3,000
16	Traffic Control in Cedarburg Rd/STH 57 For 5 Lateral Repairs	LS	1	\$2,700.00	\$2,700	\$8,500.00	\$8,500	\$28,500.00	\$28,500
Total: Sewer Repairs (#1953)					\$59,474		\$69,940		\$114,750

\$62,349

\$70,690

\$119,750

\$68,584

ITEM NUMBER	IF AUTHORIZED ALLOWANCE ITEMS	UNIT	EST.	Genesis		Globe		Tomasini	
			QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
17	Heavy Cleaning	LF	25	\$115.00	\$2,875	\$30.00	\$750	\$200.00	\$5,000
18	UTILITY ALLOWANCE, GAS	EA	1	\$5,000.00	\$5,000	\$5,000.00	\$5,000	\$5,000.00	\$5,000
19	UTILITY ALLOWANCE, ELECTRIC	EA	1	\$5,000.00	\$5,000	\$5,000.00	\$5,000	\$5,000.00	\$5,000
20	UTILITY ALLOWANCE, WATER	EA	1	\$5,000.00	\$5,000	\$5,000.00	\$5,000	\$5,000.00	\$5,000
21	UTILITY ALLOWANCE, FIBER	EA	1	\$5,000.00	\$5,000	\$5,000.00	\$5,000	\$5,000.00	\$5,000
22	UTILITY ALLOWANCE, TELEPHONE	EA	1	\$5,000.00	\$5,000	\$5,000.00	\$5,000	\$5,000.00	\$5,000
Total: Sewer Repairs (#1953)					\$27,875		\$25,750		\$30,000

\$87,349

\$95,690

\$144,750

Attachment: Exhibit B_Pricing Detail (#1953-L) (RESOLUTION 3930 : Sewer Lateral Repairs in Cedarburg Road / STH 57)



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

www.ci.mequon.wi.us

Office of Sewer Utility District Commission

TO: Common Council
FROM: Kevin Driscoll, Deputy Director of Utilities
DATE: March 8, 2022
SUBJECT: RESOLUTION 3931 A Resolution Approving Award of a Contract to Clean and Televis 176 Sanitary Building Sewer Laterals in the Lac du Cours Subdivision to Great Lakes TV Seal, Inc., Green Bay, Wisconsin in the Amount of \$108,158

Background

The 2022 Sanitary Sewer budget adopted on October 28, 2021, includes a continuation of previous years' improvements to the City's sanitary sewers as pipes age and deteriorated. The budget includes work in the Lac du Cours subdivision to clean and examine cast iron sanitary building sewer laterals. The corrosion in cast iron can lead to build ups that may obstruct flow. In 2017, the Sewer Utility previously rehabilitated the cast iron sanitary sewer mains with cleaning and installation of cured-in-place lining. This work was successfully completed, and warranty exams were delivered by the contractor and reviewed by staff.

In 2021, two residents reported sewer lateral maintenance concerns, and property owners hired plumbers to investigate and clean laterals. However due to the extent of heavy cleaning work on cast iron laterals in the right-of-way, that was beyond normal cleaning by a plumber and City staff was contacted. Sewer lateral maintenance in the right-of-way is the City's responsibility as defined in the Code of Ordinances (as noted below), and the City cleaned these laterals.

Sec. 86-102. - Maintenance and repair of sewer laterals.

(g) Repair of lateral defects; schedule and limits of lateral structural maintenance. (1) The city shall determine the schedule for its mainline and/or lateral structural maintenance work in road right-of-way or easements in designated rehabilitation areas and may perform work with its crews or by contract according to that schedule.

The Sewer Utility routinely examines and maintains its sewers and may leverage additional resources to fund lateral work when eligible from the Metropolitan Sewerage District. However, the Lac du Cours subdivision does not have a history of wet weather peak flows and was not prioritized for the City's sanitary sewer program to reduce infiltration and inflow.

Examinations are a routine task to identify pipe conditions. Based on these conditions, staff prioritizes maintenance, replacement, or improvements to the City's sanitary sewer system as pipes age and deteriorate. Work may include rehabilitation of cracked pipe with cured-in-place lining prior to it losing shape, or excavation to repair any broken or settled pipe.

Analysis

Staff requested quotes from 5 qualified contractors, and received quotes as shown below and in Exhibit A to clean and examine 176 sanitary sewer laterals in the Lac du Cours right-of-way:

Contractor	Bid Amount
Great Lakes	\$108,158.00
Expeditors	\$120,130.60

This work includes cleaning and examining 176 laterals from the sewer main in the right of way. Staff will review the exams to verify pipe condition and if any work is required to address deficiencies, then staff will bring back to the Sewer Utility District Commission with a contract for any necessary rehabilitation and/or repair work.

Fiscal Impact

Funding is available to clean and examine sanitary building sewers in the Sewer Maintenance Account 610669-695103. The itemized unit prices are shown in Exhibit B.

Recommendation

A recommendation is forthcoming from the Sanitary Utility District Commission on March 8, 2022.

Attachments:

Exhibit A - Pricing Summary (#3442-22) (PDF)

Exhibit B - Pricing Details (#3442-22) (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3931

A Resolution Approving Award of a Contract to Clean and Televis 176 Sanitary Building
Sewer Laterals in the Lac du Cours Subdivision to Great Lakes TV Seal, Inc., Green Bay,
Wisconsin in the Amount of \$108,158

RECITALS

A. A number of capital improvement projects were identified as part of the FY2022 Sanitary Sewer Budget adopted by the Common Council on October 28, 2021.

B. The City of Mequon Department of Public Works Engineering Division has received and reviewed pricing from qualified contractors to clean and televise 176 laterals in the Lac du Cours subdivision.

C. Staff recommends that the work for Cleaning and Examining Sanitary Building Sewer Laterals in Lac du Cours subdivision be awarded to the low bidder, Great Lakes TV Seal, Inc. of Green Bay, Wisconsin, at a total cost of \$108,158.

D. The Capital Account 611610-695103 has a sufficient balance to fund this project.

E. The Sanitary Utility District Commission at its meeting on March 8, 2022, 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 Agreement for Cleaning and Examining 176 Sanitary Building Sewer Laterals in the Lac du Cours subdivision, as let for bid, is approved and awarded to Great Lakes TV Seal, Inc. of Green Bay, Wisconsin, in an amount not-to-exceed \$108,158, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

Approved by: John Wirth, Mayor

Date Approved: March 8, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 8, 2022.

Caroline Fochs, City Clerk



11333 N. Cedarburg Road, 60W
Mequon, Wisconsin 53092

CITY OF MEQUON WISCONSIN

9.o.a

QUOTES RECEIVED FOR: Contract No. 3442-22

Cleaning and Examining 176 Sewer Laterals in Lac du Cours Right of Way

DEADLINE FOR QUOTES: 2/10/2022 3:00 PM

DATE TIME

CONTRACTOR	Total	Prequal.
Great Lakes	\$108,158.00	X
Expeditors	\$120,130.60	X

Attachment: Exhibit A - Pricing Summary (#3442-22) (RESOLUTION 3931 : Award Lateral Cleaning and

ITEM NUMBER	BASE ITEMS	UNIT	EST.	Expediters		Great Lakes	
			QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	CCTV 122 building sewer laterals, 6" dia. (Lac du Cours, Main to ROW, 30ft each)	LF	3,660	\$5.30	\$19,398	\$6.15	\$22,509
2	CCTV 54 building sewer laterals from Manhole, 6" dia. (Manhole to ROW, 30ft each)	LF	1,620	\$5.30	\$8,586	\$5.50	\$8,910
3	Traffic Control	LS	1	\$1	\$1	\$500	\$500
Total Base Items (#3442-22):				TOTAL	\$27,985	TOTAL	\$31,919
ITEM NUMBER	ADDITIVE ITEMS	UNIT	EST.	Expediters		Great Lakes	
			QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
4	IF AUTHORIZED, Clean (122) building sewer laterals from Main, 6" dia. (Main to ROW, 30ft each)	LF	3,660	\$11.66	\$42,676	\$14.15	\$51,789
5	IF AUTHORIZED, Clean (54) building sewer laterals from Manhole, 6" dia. (Manhole to ROW, 30ft each	LF	1,620	\$5.00	\$8,100	\$7.50	\$12,150
6	ALLOWANCE for Metered Water Consumed and reported during Cleaning Operations	LS	1	\$1,500.00	\$1,500	\$1,500.00	\$1,500
7	IF AUTHORIZED, Locate clean-out and Set-up lateral camera at existing clean-out	EA	18	\$350.00	\$6,300	\$200.00	\$3,600
8	IF AUTHORIZED, Examine lateral from existing clean-out	LF	1800	\$3.00	\$5,400	\$0.50	\$900
9	IF AUTHORIZED, Clean lateral from existing clean-out	LF	1800	\$15.65	\$28,170	\$3.50	\$6,300
Total Additive Items (#3442-22):				TOTAL	\$92,146	TOTAL	\$76,239

\$120,131

\$108,158

Attachment: Exhibit B - Pricing Details (#3442-22) (RESOLUTION 3931 : Award Lateral Cleaning and



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Office of Sewer Utility District Commission

TO: Common Council
FROM: Kevin Driscoll, Deputy Director of Utilities
DATE: February 24, 2022
SUBJECT: RESOLUTION 3932 A Resolution Awarding a Contract for the Cleaning and Examination of Sanitary Sewer Mains on Mequon Road Between Parkview Drive and Port Washington Road to Northern Pipe, Inc., Green Bay, Wisconsin in the Amount of \$37,485

Background

The 2022 Sanitary Sewer budget adopted on October 28, 2021, included funding for work to examine sanitary sewers in Mequon Road from Parkview Drive near the Milwaukee River to Port Washington Road. The Wisconsin Department of Transportation initiated the utility coordination process for the resurfacing of Mequon Road (2270-06-00) anticipated for 2025, and this sewer examination work will assess the condition of the pipes to allow staff to program and plan any necessary sewer work prior to paving. The Sewer Utility routinely examines sewer mains, however due to the average daily traffic volumes in Mequon Road and additional time and materials for traffic control to close lanes for worker safety, staff has requested bids to complete this work.

Analysis

Sewer examinations are a routine task to identify pipe condition and program sewer work as the City's sanitary sewers age and deteriorate. This work is a planning effort to coordinate underground utility work prior to or in coordination with paving projects. Additive bid items included testing and grouting the sanitary sewer mains in the priority area west of Port Washington Road to address leaks and wet weather infiltration; however, all three bids exceeded the 2022 budget for these additive items. The project was publicly advertised, and staff received base bid amounts for cleaning and examination of City sewers as shown below and in Exhibit A:

Contractor	Bid Amount
Northern Pipe, Inc.	\$34,077.12
National Power Rodding	\$106,244.50
Visu-Sewer	\$112,936.00

This work includes cleaning and examining 19,177 feet of various diameter sanitary sewer mains. Staff will review the exams to verify pipe condition and if any additional work is required to address deficiencies, return to the Sewer Utility District Commission with a contract for any necessary rehabilitation and/or repair work.

Fiscal Impact

Funding is available to examine Sanitary Sewers in the Mequon Road (STH 167/57) in the Sewer Maintenance Account 610669-695103. Additionally, a 10% contingency has been added to the amount proposed for approval. The itemized unit prices are shown in Exhibit B.

Recommendation

A recommendation is forthcoming from the Sanitary Utility District Commission on March 8, 2022.

Attachments:

Exhibit A - Pricing Summary (#3760-22) (PDF)

Exhibit B - Pricing Details (#3760-22) (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3932

A Resolution Awarding a Contract for the Cleaning and Examination of Sanitary Sewer Mains
on Mequon Road Between Parkview Drive and Port Washington Road to Northern Pipe, Inc.,
Green Bay, Wisconsin in the Amount of \$37,485

RECITALS

A. A number of capital improvement projects were identified as part of the FY2022 Sanitary Sewer Budget adopted by the Common Council on October 28, 2021.

B. These projects are essential to the operation of the City's sanitary sewer system.

C. The City of Mequon Department of Public Works Engineering Division has advertised and received bids for the Cleaning and Examination of Sanitary Sewer Mains in Mequon Road (STH 167/57) from the Milwaukee River to Port Washington Road (CTH W).

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

E. Staff recommends that the work to clean and examine 19,177 feet of Sanitary Sewer Mains in Mequon Road be awarded to the low bidder, Northern Pipe, Inc. of Green Bay, Wisconsin, in the amount of \$37,485.

F. The Capital Account 611610-695103 has a sufficient balance to fund this project.

G. The Sanitary Utility District Commission approved the recommended bid award at its meeting on March 8, 2022.

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

1. The Agreement to clean and examine Sanitary Sewer Mains in Mequon Road, as let for bid, is approved and awarded to Northern Pipe, Inc. of Green Bay, Wisconsin, in the amount of \$37,485, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

Approved by: John Wirth, Mayor

Date Approved: March 8, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 8, 2022.

Caroline Fochs, City Clerk



11333 N. Cedarburg Road, 60W
Mequon, Wisconsin 53092

CITY OF MEQUON WISCONSIN

9.p.a

BIDS RECEIVED FOR: Contract No. 3760-22

Clean, Test, Grout and Examine Sewer Mains in Mequon Road (STH 57/167) from the Milwaukee River to Port Washington Road (CTH W)

BID OPENING: 2/24/2022 2:00 PM
DATE TIME

CONTRACTOR	BID PRICE		Prequal.	Bid Bond	Addendum No. 1	Addendum No. 2
	Base	Additive				
National Power Rodding Corp	\$106,244.50	\$412,266.00	x	x	x	x
Northern Pipe, Inc	\$34,077.12	\$521,851.41	x	x	x	x
Visu-Sewer, Inc	\$112,936.00	\$318,700.00	x	x	x	x

Attachment: Exhibit A - Pricing Summary (#3760-22) (RESOLUTION 3932 : Sanitary Sewer Main Exams on

ITEM NUMBER	ITEMS for CCTV MAINS	UNIT	EST.	NPR		Northern Pipe, Inc		Visu-Sewer	
			QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Sanitary Sewer Main 8-inch dia. and CCTV in Mequon Rd ROW	Clean LF	15,177	\$4.75	\$72,091	\$1.43	\$21,703	\$4.00	\$60,708
2	Sanitary Sewer Main 10-inch dia. Clean and CCTV in Mequon Rd ROW	LF	2,734	\$4.75	\$12,987	\$1.43	\$3,910	\$4.00	\$10,936
3	Sanitary Sewer Main 12-inch dia. Clean and CCTV in Mequon Rd ROW	LF	791	\$4.75	\$3,757	\$1.43	\$1,131	\$4.00	\$3,164
4	Sanitary Sewer Main 15-inch dia. Clean and CCTV in Mequon Rd ROW	LF	316	\$5.00	\$1,580	\$1.43	\$452	\$4.00	\$1,264
5	Sanitary Sewer Main 18-inch dia. Clean and CCTV in Mequon Rd ROW	LF	966	\$5.00	\$4,830	\$1.43	\$1,381	\$4.00	\$3,864
6	Traffic Control Permits for Cleaning and Examining Mains in Port Washington Road (CTH W) and Mequon Rd (STH 57)	LS	1	\$2,500.00	\$2,500	\$1,000.00	\$1,000	\$5,000.00	\$5,000
7	Traffic Control for CCTV and Cleaning Mains	LS	1	\$8,500.00	\$8,500	\$4,500.00	\$4,500	\$28,000.00	\$28,000
Total: Cleaning and Examining Main Items (#3760)				TOTAL	\$106,245	TOTAL	\$34,077	TOTAL	\$112,936

ITEM NUMBER	ADDITIVE ITEMS	UNIT	EST.	NPR		Northern Pipe, Inc		Visu-Sewer	
			QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
8	Sanitary Sewer Main 8-inch dia. Test Pipe Joints in 15,177 LF in Mequon Rd ROW	EA	3,035	\$43.00	\$130,505	\$56.34	\$170,992	\$42.00	\$127,470
9	Sanitary Sewer Main 8-inch dia. Grout 1517 Joints in Mequon Rd, up to 5 gallons per joint	GAL	7,588	\$5.00	\$37,940	\$14.50	\$110,026	\$1.00	\$7,588
10	Sanitary Sewer Main 10-inch dia. Test Pipe Joints in 2,734 LF in Mequon Rd ROW	EA	547	\$43.00	\$23,521	\$56.34	\$30,818	\$43.00	\$23,521
11	Sanitary Sewer Main 10-inch dia. Grout 273 Joints in Mequon Rd, up to 5 gallons per joint	GAL	1,367	\$5.00	\$6,835	\$14.50	\$19,822	\$1.00	\$1,367
12	Sanitary Sewer Main 12-inch dia. Test Pipe Joints in 791 LF in Mequon Rd ROW	EA	158	\$60.00	\$9,480	\$59.85	\$9,456	\$50.00	\$7,900
13	Sanitary Sewer Main 12-inch dia. Grout 79 Joints in Mequon Rd, up to 5 gallons per joint	GAL	395	\$10.00	\$3,950	\$14.50	\$5,728	\$1.00	\$395
14	Sanitary Sewer Main 15-inch dia. Test Pipe Joints in 316 LF in Mequon Rd ROW	EA	63	\$95.00	\$5,985	\$63.24	\$3,984	\$108.00	\$6,804
15	Sanitary Sewer Main 15-inch dia. Grout 32 Joints in Mequon Rd, up to 5 gallons per joint	GAL	160	\$15.00	\$2,400	\$14.50	\$2,320	\$1.00	\$160
16	Sanitary Sewer Main 18-inch dia. Test Pipe Joints in 966 LF in Mequon Rd ROW	LF	193	\$95.00	\$18,335	\$81.21	\$15,674	\$70.00	\$13,510
17	Sanitary Sewer Main 18-inch dia. Grout 97 Joints in Mequon Rd, up to 5 gallons per joint	GAL	485	\$15.00	\$7,275	\$14.50	\$7,033	\$1.00	\$485
18	Sanitary Sewer Main Additional Grouting >5 gallons per joint	GAL	10,000	\$12.00	\$120,000	\$10.00	\$100,000	\$8.00	\$80,000
19	Traffic Control Permits for Testing and Grouting in Port Washington Road (CTH W) and Mequon Rd (STH 57)	LS	1	\$2,500.00	\$2,500	\$1,000.00	\$1,000	\$5,000.00	\$5,000
20	Traffic Control for Testing and Grouting Mains	LS	1	\$15,000.00	\$15,000	\$7,500.00	\$7,500	\$22,000.00	\$22,000
21	Temporary Sewer Bypass to Complete Sewer Main Rehabilitation Work	LS	1	\$7,500.00	\$7,500	\$2,500.00	\$2,500	\$500.00	\$500
22	Building Sewer Lateral Warranty Testing, 1 yr post grouting (10% of mains completed)	LS	1	\$25,000.00	\$25,000	\$35,000.00	\$35,000	\$22,000.00	\$22,000
Total Additive Items (#3760):				TOTAL	\$416,226	TOTAL	\$521,851	TOTAL	\$318,700

Attachment: Exhibit B - Pricing Details (#3760-22) (RESOLUTION 3932 : Sanitary Sewer Main Exams on Mequon Road from Milwaukee River to



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Mequon, WI 53092
Phone: 262-242-2530
Fax: 262-242-5042

www.ci.mequon.wi.us

Office of Fire/Ambulance

TO: Common Council
FROM: David Bialk, Fire Chief
DATE: March 4, 2022
SUBJECT: RESOLUTION 3933 A Resolution Approving a Memorandum of Understanding Between the City of Mequon, the Village of Thiensville, the City of Cedarburg and the Town of Cedarburg in Connection with Fire & EMS Department Consolidation

Background

Over the last few years, a number of municipalities within Ozaukee County have engaged in a series of informal meetings regarding potential opportunities to share in the provision of Fire and Emergency Medical Services (EMS). Collectively, these discussions were borne out of a desire to proactively address critical and ongoing staffing shortages that many departments are facing as paid-on-call (POC) entities, as well as the significant level of ongoing capital investment (e.g., stations, fire trucks, ambulances, rescue equipment) that is required to maintain separate fire departments. Years ago, a similar effort was undertaken by several communities within Milwaukee County, who now provide Fire & EMS services through a joint entity known as the North Shore Fire Department.

At this point, there is not clear consensus on whether to pursue a large consolidation amongst multiple departments across the County, and as such, additional discussions have taken place on a more local level between officials in Mequon and Thiensville. At the February 23, 2022 meeting of the working group a representative of the City of Cedarburg was present to participate in the discussions and expressed interest in joining the group. Subsequently at the March 2, 2022 meeting of the working group representatives of both the City and Town of Cedarburg were present and both communities expressed interest in joining the group. To that end, another Resolution and second MOU have been created to include the two additional communities. If adopted the original MOU between Mequon and Thiensville does not go away, the group will be operating on parallel tracks. Also, the resolution for all four communities is only effective if all four communities approve it. Given the ongoing staffing challenges faced by all departments, this group (Chief Executive Officers, Administrators, Fire Chiefs and Deputy Fire Chiefs) has determined that it is now appropriate to pursue formal consolidation of the four departments in the near-term. Accordingly, a Memorandum of Understanding (MOU) between the Cities, Village, and Town authorizing formation of a Joint Working Group to establish a framework in support of such a merger has been prepared for consideration by the communities' governing boards.

Analysis

The referenced MOU is based on the Mequon-Thiensville MOU adopted by the Common Council in December, which is attached in both redlined and final format. The MOU formalizes

the Cities', Village's, and Town's intent to embark upon a thorough analysis of the items that need to be considered in connection with a consolidation of the four departments. As enumerated, this includes an examination of the governing structure that will be necessary if the four departments are consolidated, and the management structure that will be needed to operate such a unified entity. Additionally, a host of financial issues will need to be analyzed and addressed, including development of an equitable funding formula, establishment of a new budget and factoring in existing revenues derived from other outside sources, such as ambulance billing and fundraising. Beyond administration, governance and finance, the Joint Working Group will also be tasked with reviewing the capital needs of a consolidated department, including equipment apparatus and station facilities. Other considerations, such as response times, emergency dispatch, and future needs related to community growth, etc. will also be reviewed as part of the Group's overall scope.

As further elaborated in the MOU, the core members of the Joint Working Group may identify additional individuals who may be selected to serve in either a temporary or permanent capacity, as needs dictate. These individuals might include additional representatives from each of the four governing boards, the City and/or Village and/or Town Attorney, municipal finance staff or outside consultants, to name a few. The MOU also contemplates that regular progress reports will be provided to the Mequon Common Council, the Thiensville Village Board, Cedarburg Common Council and the Town of Cedarburg Board to update elected officials on the status of these efforts, as well as to identify issues of larger concern that may require additional consideration.

Notably, the MOU does not commit the Cities, the Village nor Town to consolidating its Fire & EMS Departments at this time. Additionally, it also provides flexibility for all communities to continue participating in other consolidation talks that continue to occur on a larger county-wide scale, or on a more regionalized basis (i.e., Northern and Southern Ozaukee Departments, etc.). Pending adoption of the resolution approving the Memorandum of Understanding between the Cities, Village and Town, it is anticipated that the larger Joint Working Group will commence its work in March and provide an update to each governing board in the coming months.

Attachments:

Redlined MOU Between City of Mequon, the Village of Thiensville, the City of Cedarburg and the Town of Cedarburg (PDF)

Finalized MOU Between City of Mequon, the Village of Thiensville, the City of Cedarburg and the Town of Cedarburg (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3933

A Resolution Approving a Memorandum of Understanding Between the City of Mequon, the Village of Thiensville, the City of Cedarburg and the Town of Cedarburg in Connection with Fire & EMS Department Consolidation

RECITALS

A. The City of Mequon, the Village of Thiensville, the City of Cedarburg and the Town of Cedarburg each provide emergency medical, fire, and rescue services (collectively herein “Fire & EMS Services”) to their respective residents.

B. The communities provide these services individually, through mutual aid, and shared services agreements, and the communities seek to continue to provide effective and efficient Fire & EMS Services to their respective communities.

C. The communities have determined that current and future budget considerations and staffing constraints pose a challenge to providing effective and efficient Fire & EMS Services, and the four communities agree to study ways that Fire & EMS Services may be provided with synergy, reduced duplication, and increased flexibility.

D. Wisconsin Statute 66.0301 authorizes municipal governments to enter into intergovernmental agreements to share services and/or otherwise provide for the joint exercise of municipal powers.

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

1. The Memorandum of Understanding between the Cities of Mequon, the Village of Thiensville, the City of Cedarburg and the Town of Cedarburg described above in the form attached, is approved.

2. The Mequon officials identified in the Memorandum of Understanding are hereby authorized and directed to execute and deliver the same on behalf of the City.

Approved by: John Wirth, Mayor

Date Approved: March 8, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 8, 2022.

Caroline Fochs, City Clerk

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made as of this ____ day of ~~March~~December 20221, by and between the City of Mequon (~~"Mequon"~~), ~~the~~and Village of Thiensville (~~"Thiensville"~~), the City of Cedarburg and the Town of Cedarburg (collectively, ~~"the two"~~"communities").

RECITALS

A. ~~The communities Mequon and Thiensville both~~ provide emergency medical, fire, and rescue services (collectively ~~herein~~"Fire & EMS Services") to their respective residents, businesses and institutions, utilizing a combination of their own Fire & EMS Services staff, mutual aid, and shared services agreements.

B. ~~The communities all Mequon and Thiensville both~~ seek to continue to provide effective and efficient Fire & EMS Services to their respective residents, businesses and institutions.

C. ~~The communities Mequon and Thiensville~~ have ~~each~~both identified current and future budget challenges to the continued provision of effective and efficient Fire & EMS Services including budget consideration and staffing constraints.

D. The ~~two~~ communities participated in a county-wide study with other municipalities that provide Fire & EMS services, including ~~Cedarburg~~, Fredonia, Grafton, Saukville, and Port Washington, among others, to examine ways that Fire & EMS Services may be provided with synergy, reduced duplication, and increased flexibility.

E. The county-wide study, completed by the Wisconsin Policy Forum (~~"WPF"~~) in early 2021, recommended a range of six (6) options that participating communities could consider to sustain or improve upon the existing levels of service, while controlling costs.

F. Following a thorough review of the recommendations contained within the WPF study, and ongoing consultation with officials from the other participating communities, the Village of Thiensville and the City of Mequon entered into a Memorandum of Understanding in December 2022 (the "MT MOU") a group comprised of the Chief Executive Officers, Administrators and Fire Department Command Staff from both Mequon and Thiensville recommend that the two communities further to explore a two-way consolidation, as described enumerated in the WPF study. The working group described in the MT MOU (the "Joint Working Group") has spent many hours over many weeks exploring options and potential agreements.

G. Representatives of the City of Cedarburg and the Village of Cedarburg have recently attended some of the meetings of the Joint Working Group.

~~F.H.~~ A group comprised of the Chief Executive Officers, Administrators and Fire Department Command Staff from all four communities recommend that the communities further explore a four-way consolidation of Fire & EMS Services.

G.I. Efforts directed towards establishment of one, unified ~~Mequon and Thiensville~~ Fire & EMS ~~D~~department do not preclude ~~anyone or both~~ of the communities from continuing to participate in potentially larger consolidation discussions with the other communities that participated in the WPF study or the City of Mequon and the Village of Thiensville from creating the unified department anticipated by the MT MOU. The MT MOU survives the execution of this MOU.

H.J. Section 66.0301 of the Wisconsin Statutes authorizes municipal to enter into intergovernmental agreements to share services and/or otherwise provide for the joint exercise of municipal powers.

BASED ON THE FOREGOING RECITALS, and in consideration of the promises and obligations set forth ~~herein~~ this MOU, the communities ~~it is mutually agreed between the City of Mequon and the Village of Thiensville~~ as follows:

1. In addition to those individuals described in the MT MOU, t~~The~~ Chief Executive Officer, Administrator, Fire Chief and Deputy Chief of the City of Cedarburg and the Town of Cedarburg shall be part of the formally establish a Joint Fire & EMS Working Group. The (“Joint Working Group”) ~~comprised of each municipality’s Chief Elected Official, Administrator, Fire Chief and Deputy Chief shall to~~ establish the necessary framework by which the ~~two~~ departments serving the communities can consolidate into one, unified entity under the jurisdiction of a combined governing board.

2. The Joint Working Group may from time to time include other representatives of a community~~either the City or Village~~ (e.g., an additional elected official, City/Village/Town attorney, finance director, consultant, etc.), that the Joint Working Group’s core members ~~may~~ deem necessary or advisable to support the establishment of such a unified operating entity.

3. In establishing the framework by which the communities’~~Mequon and Thiensville~~ Fire & EMS ~~D~~departments may consolidate into one, unified entity, the Joint Working Group will include an examination of the following topic areas, among others, within its work:

- Governance
- Administration/Management
- Finance (Budgeting, Revenues, etc.)
- Staffing
- Equipment
- Facilities
- Emergency Dispatch
- Response Times
- Future Growth/Needs

4. The Joint Working Group will provide periodic updates (not less than quarterly) to ~~the each of the two~~ governing boards in each of the ~~two~~ communities to apprise elected officials

on the Joint Working Group's progress towards establishing one, unified department, as well as challenges or considerations that may warrant larger or further discussion and/or deliberation.

5. The results and recommendations of the Joint Working Group's efforts are not binding but serve as key decision-making data should all or some of the communities Mequon and Thiensville decide to pursue consolidation(s). Further, this MOU shall impose no legal obligation on any ~~either~~ of the ~~two~~ communities; rather, it expresses the intent of the ~~two~~ communities. Any ~~Either or both~~ of the ~~two~~ communities may withdraw from this MOU at any time by providing written notice to the ~~rest~~ other.

CITY OF MEQUON

VILLAGE OF THIENSVILLE

John M. Wirth, Mayor

Van A. Mobley, President

ATTEST:

ATTEST:

Caroline Fochs, Clerk

Amy Langlois, Clerk

CITY OF CEDARBURG

TOWN OF CEDARBURG

Michael O'Keefe, Mayor

David Salvaggio, Chairman

ATTEST:

ATTEST:

Tracie Sette, Clerk

Jack Johnston, Clerk

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made as of this ____ day of March 2022, by and between the City of Mequon, the Village of Thiensville, the City of Cedarburg and the Town of Cedarburg (collectively, the “communities”).

RECITALS

A. The communities provide emergency medical, fire, and rescue services (collectively “Fire & EMS Services”) to their respective residents, businesses and institutions, utilizing a combination of their own Fire & EMS Services staff, mutual aid, and shared services agreements.

B. The communities all seek to continue to provide effective and efficient Fire & EMS Services to their respective residents, businesses and institutions.

C. The communities have each identified current and future budget challenges to the continued provision of effective and efficient Fire & EMS Services including budget consideration and staffing constraints.

D. The communities participated in a county-wide study with other municipalities that provide Fire & EMS services, including Fredonia, Grafton, Saukville, and Port Washington, among others, to examine ways that Fire & EMS Services may be provided with synergy, reduced duplication, and increased flexibility.

E. The county-wide study, completed by the Wisconsin Policy Forum (“WPF”) in early 2021, recommended a range of six (6) options that participating communities could consider to sustain or improve upon the existing levels of service, while controlling costs.

F. Following a thorough review of the recommendations contained within the WPF study, and ongoing consultation with officials from the other participating communities, the Village of Thiensville and the City of Mequon entered into a Memorandum of Understanding in December 2022 (the “MT MOU”) to explore a two-way consolidation as described in the WPF study. The working group described in the MT MOU (the “Joint Working Group”) has spent many hours over many weeks exploring options and potential agreements.

G. Representatives of the City of Cedarburg and the Village of Cedarburg have recently attended some of the meetings of the Joint Working Group.

H. A group comprised of the Chief Executive Officers, Administrators and Fire Department Command Staff from all four communities recommend that the communities further explore a four-way consolidation of Fire & EMS Services.

I. Efforts directed towards establishment of one, unified Fire & EMS department do not preclude any of the communities from continuing to participate in potentially larger consolidation discussions with the other communities that participated in the WPF study or the

City of Mequon and the Village of Thiensville from creating the unified department anticipated by the MT MOU. The MT MOU survives the execution of this MOU.

J. Section 66.0301 of the Wisconsin Statutes authorizes municipal to enter into intergovernmental agreements to share services and/or otherwise provide for the joint exercise of municipal powers.

BASED ON THE FOREGOING RECITALS, and in consideration of the promises and obligations set forth in this MOU, the communities mutually agree as follows:

1. In addition to those individuals described in the MT MOU, the Chief Executive Officer, Administrator, Fire Chief and Deputy Chief of the City of Cedarburg and the Town of Cedarburg shall be part of the Joint Working Group. The Joint Working Group shall establish the necessary framework by which the departments serving the communities can consolidate into one, unified entity under the jurisdiction of a combined governing board.

2. The Joint Working Group may from time to time include other representatives of a community (e.g., an additional elected official, City/Village/Town attorney, finance director, consultant, etc.), that the Joint Working Group's core members deem necessary or advisable to support the establishment of such a unified operating entity.

3. In establishing the framework by which the communities' Fire & EMS departments may consolidate into one, unified entity, the Joint Working Group will include an examination of the following topic areas, among others, within its work:

- Governance
- Administration/Management
- Finance (Budgeting, Revenues, etc.)
- Staffing
- Equipment
- Facilities
- Emergency Dispatch
- Response Times
- Future Growth/Needs

4. The Joint Working Group will provide periodic updates (not less than quarterly) to the governing boards in each of the communities to apprise elected officials on the Joint Working Group's progress towards establishing one, unified department, as well as challenges or considerations that may warrant larger or further discussion and/or deliberation.

5. The results and recommendations of the Joint Working Group's efforts are not binding but serve as key decision-making data should all or some of the communities decide to pursue consolidation(s). Further, this MOU shall impose no legal obligation on any of the communities; rather, it expresses the intent of the communities. Any of the communities may withdraw from this MOU at any time by providing written notice to the rest.

CITY OF MEQUON

John M. Wirth, Mayor

ATTEST:

Caroline Fochs, Clerk

CITY OF CEDARBURG

Michael O’Keefe, Mayor

ATTEST:

Tracie Sette, Clerk

VILLAGE OF THIENSVILLE

Van A. Mobley, President

ATTEST:

Amy Langlois, Clerk

TOWN OF CEDARBURG

David Salvaggio, Chairman

ATTEST:

Jack Johnston, Clerk