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

www.ci.mequon.wi.us

Office of the City Clerk
Taped and Televised

COMMON COUNCIL
Tuesday April 12, 2022 - 7:30 PM
or Immediately Following the
Mequon Municipal Water Utility Commission Meeting
Christine Nuernberg Hall

Agenda

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

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 March 8, 2022
   b) Architectural Board meeting minutes of January 10 and Feb 28, 2022
   c) Board of Appeals meeting minutes of November 4, 2021
   d) Board of Police and Fire Commission meeting minutes of February 1, 2022
   e) Bureau of Permits and Inspections Report through March 1, 2022
   f) Economic Development Board meeting minutes of February 24, 2022
   g) Festivals Committee meeting minutes of February 16, 2022
   h) Finance-Personnel Committee meeting minutes of February 8, 2022

i) Joint Mequon-Thiensville Bike and Pedestrian Way Commission meeting minutes of November 11, 2021 and January 13, 2022

j) Mequon Municipal Water Utility Commission meeting minutes of December 14, 2021 and January 11, 2022

k) Park and Open Space Board meeting minutes for November 17, 2021 and January 19 and February 16, 2022

l) Planning Commission meeting minutes of February 28, 2022

m) Public Welfare Committee meeting minutes of February 8, 2022

n) Public Works Committee meeting minutes of December 14, 2021

o) Sewer Utility District Commission meeting minutes of December 14, 2021 and January 11, 2022

p) **RESOLUTION 3934** - A Resolution Approving a Certified Survey Map for the Property at 12650 N. Wasaukee Road Dedicating Public Right-of-Way Along North Wasaukee Road and West Highland Road; **Recommended by Planning Commission March 21, 2022.**

q) **RESOLUTION 3935** - A Resolution Approving a Certified Survey Map for the Property at 12535 N. Lake Shore Drive Dedicating Public Right-of-Way Along North Lake Shore Drive; **Recommended by Planning Commission March 21, 2022.**

r) Ordinance First Readings

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

ORDINANCE 2022-1620 - An Ordinance Amending Chapter 58 of the Mequon Municipal Code to Rezone the 86-Acre Parcel Located on the West Side of Swan Road, North of County Line Road from R-1 (5-Acre) to R-3 (1-Acre) with a CGA (Central Growth Area) Overlay and Amend the City's Land Use Plan Map from Rural Residential to Residential 1-Acre, in Connection with an 83-Lot Single-Family Residential Development; **Recommended by Planning Commission March 21, 2022; First Reading.**

8) Ordinance:

00ORDINANCE 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; Tabled by Common Council March 8, 2022; Further Recommendation Forthcoming by Public Welfare Committee April 12, 2022.**

9) Resolutions:

a) **RESOLUTION 3936 -** A Resolution Approving an Intergovernmental Agreement Between the City of Mequon and the Village of Thiensville, Establishing the Southern Ozaukee Joint Fire & Emergency Medical Services (EMS) Department; **Recommendation Forthcoming by the Committee of the Whole April 12, 2022.**

b) **RESOLUTION 3937 -** A Resolution Clearing the Personal Property Tax Roll of Delinquent Accounts Deemed Uncollectible for Tax Roll Year 2020; **Recommendation Forthcoming by Finance-Personnel Committee April 12, 2022.**

c) **RESOLUTION 3938** - A Resolution Approving a Side Letter Agreement Between the City of Mequon and the Mequon Fire & EMS Association, Establishing an Initial Grant of Medical Leave Time for Full-Time Paramedic/Firefighters Upon Hire; **Recommendation Forthcoming by Finance-Personnel Committee April 12, 2022**

d) **RESOLUTION 3939** - A Resolution Authorizing Execution of a Three-Year Contract for Enterprise Back-Up System Services with the Office Technology Group, Milwaukee, Wisconsin, in the Amount of $52,200; **Recommendation Forthcoming by Finance-Personnel Committee April 12, 2022.**

e) **RESOLUTION 3940** - A Resolution Authorizing the Execution of a Software as a Service (SaaS) Contract with Tyler Technologies, Inc. of Yarmouth, Maine, in Connection with a Cloud-Based Transition of the City's Enterprise Resource Planning System (MUNIS); **Recommendation Forthcoming by Finance-Personnel Committee April 12, 2022.**

f) **RESOLUTION 3941** - A Resolution Approving a Contract for Streetscape Design on Port Washington Road Between Mequon and County Line Roads with Harwood Engineering Consultants, Milwaukee, Wisconsin, in the Amount of $24,000; **Recommendation Forthcoming by Finance & Personnel Committee, April 12, 2022.**

g) **RESOLUTION 3942 -** A Resolution Ratifying the Recording of $79,902 in Expenses to the TID No. 5 Special Fund for Demolition of the Port Zedler Motel; **Recommendation Forthcoming by Finance-Personnel Committee April 12, 2022.**

h) **RESOLUTION 3943** - A Resolution Approving a Contract for Baseball Field Management Services During the 2022 Season with SMB Landscape Contractors, Thiensville, Wisconsin, in the Amount of $35,000; **Recommended by Park and Open Space Board March 16, 2022; Recommendations Forthcoming by Public Works Committee April 12, 2022.**

i) **RESOLUTION 3944** - A Resolution Approving Amendments to the City of Mequon Fee Schedule for Fiscal Year 2022; **Recommendation Forthcoming by Finance-Personnel Committee, April 12, 2022.**

j) **RESOLUTION 3945** - A Resolution Approving the Purchase of a CAT Excavator from Fabick Cat, Milwaukee, Wisconsin and Six-Year Financing by Port Washington State Bank/BB Community Leasing Services for a Total Amount of $306,468; **Recommendation Forthcoming by Public Works Committee April 12, 2022.**

k) **RESOLUION 3946 -** A Resolution Authorizing a Waiver from Section 58-600(e) of the Mequon Municipal Code, Requiring Public Sanitary Sewer Service for the Property Located at 1310 Highland Road; **Recommendation Forthcoming by Sewer Utility District Commission April 12, 2022.**

l) **RESOLUTION 3947** - A Resolution Authorizing the Award of Six (6) Contracts for Various Sanitary Sewer Projects (Generator Purchase, Pumping System Design, Inspections and Lateral Locating Services) in the Aggregate Amount of $339,683; **Recommendation Forthcoming by Sewer Utility District Commission April 12, 2022.**

10) Specified Unfinished Business From Prior Meetings: None.

11) Specified New Business: None.

12) Adjourn

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

Minutes

1) **Call to Order**

Mayor Wirth called the meeting to order at 7:52 PM.

2) **Pledge of Allegiance**

3) **Roll Call**

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

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, Inspections Supervisor Hadley, Parks and Forestry Superintendent Gies, Brian Reimer of Ehlers & Associates, press and interested public.

4) **Public Hearings:** None.

5) **Personal Appearances and Public Comment:** None.

Attachment: 03-08-22_Draft CC minutes (7136 : Common Council meeting minutes of March 8, 2022)

6) Public Officials' Reports:

a) Mayor: Mayor Wirth announced that the it may be of interest to the public to go back and listen to the Future of the Fire Department discussion at the Committee of the Whole meeting that preceded this Council meeting. In addition, at the same Committee of the Whole meeting staff reports are presented which may also be of public interest.

b) City Administrator: City Administrator Jones announced that the Spring 2022 Election will be April 5, 2022. The polls are open from 7:00 AM to 8:00 PM. Early in-person absentee voting will be from March 28-April 1, in the Clerk's Office at City Hall, between the hours of 8:00 AM and 4:30 PM.

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.

Motion to approve the consent agenda, Items A-H.

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

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.

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

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

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

The following residents spoke in favor of **ORDINANCE 2022-1618**: Scarlett Johnson (on behalf of Amber Schroeder) and Randy Finco.

The following resident spoke against **ORDINANCE 2022-1618**: Greg Golden.

Attachment: 03-08-22_Draft CC minutes (7136 : Common Council meeting minutes of March 8, 2022)

Council discussion ensued on definitions of terms and specifications, ASTM testing ratings for power covers, the ability of staff to permit existing covers, weight restrictions for covers, affect, if any, on the HOA documents throughout the city and insurance costs, and costs of fences vs. power covers, safety of gate latches and enforcement.

There was a motion to table **ORDINANCE 2022-1618** by Alderman Mayr.

The motion to table **ORDINANCE 2022-1618** was withdrawn by Alderman Mayr.

Motion to table **ORDINANCE 2022-1618** and refer it to the Public Welfare Committee.

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

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

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

It was confirmed that any propane apparatus must be at least 10 feet away from a structure, including fences. Specifically, the rules governing table-top heaters were discussed. Clarifications are needed as so it was recommended to go back to Committee.

Motion to table **ORDINANCE 2022-1619** and refer it to the Public Welfare Committee.

RESULT:	**Approved by Voice Acclamation [6 to 1]**
MOVED BY:	Alderman Nerbun
SECONDED BY:	Alderman Mayr

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

9) Resolutions:

a) **RESOLUTION 3920** - A Resolution Awarding the Sale of $9,490,000 General Obligation Promissory Notes, Series 2022A; Providing the Form of the Notes; and Levying a Tax in Connection Therewith.

Brian Reimer, of Ehlers & Associates, explained that Mequon received seven bids for our general obligation promissory notes. Various factors caused the sales figure to decrease to $9,490,000.

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

Attachment: 03-08-22_Draft CC minutes (7136 : Common Council meeting minutes of March 8, 2022)

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

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.

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

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

c) **RESOLUTION 3922** - A Resolution Approving a First Amendment to the Cell Tower License Agreement with United States Cellular LLC Extending the License Term at 11830 North Port Washington Road Through 2047.

Mayor Wirth announced that this is a first amendment not a second amendment to the cell tower license agreement.

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

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

d) **RESOLUTION 3923** - A Resolution Authorizing a Fifth Amendment to the Employment Agreement Between the City of Mequon and William H. Jones, Jr.

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

AYES:	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.

Motion to remove **RESOLUTION 3917** from the table.

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

Attachment: 03-08-22_Draft CC minutes (7136 : Common Council meeting minutes of March 8, 2022)

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

Motion to approve **RESOLUTION 3917.**

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

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

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.

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

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

g) **RESOLUTION 3912** - A Resolution Approving a First Amendment to the Special Event Agreement for Annual Gathering on the Green Festivities in Rotary Park.

Public Work Committee recommended this resolution with the $6,615 fee plus the $1000 security deposit with the direction that the Finance-Personnel Committee review the fee schedule for rental fees and emergency services over the event period.

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

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

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.

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

Attachment: 03-08-22_Draft CC minutes (7136 : Common Council meeting minutes of March 8, 2022)

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

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.

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

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

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.

Mayor Wirth cautioned the Council about the on-going maintenance costs of this off road path. Sam Azinger, of the M-T Foundation, pledged their involvement in the future regarding upkeep, plowing, and maintenance.

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

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

k) **RESOLUTION 3927** - A Resolution Awarding the 2022 Road Improvements Contract to Payne & Dolan, of Jackson, WI, in the Amount of $2,675,000.

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

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

Motion to suspend the rules and approve **RESOLUTION 3927, RESOLUTION 3928** and **RESOLUTION 3929**.

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

Attachment: 03-08-22_Draft CC minutes (7136 : Common Council meeting minutes of March 8, 2022)

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

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.

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

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

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..

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

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

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.

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

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

Motion to suspend the rules and approve **RESOLUTION 3930, RESOLUTION 3931** and **RESOLUTION 3932**.
RESULT: **Approved by Roll Call Vote [Unanimous]**
MOVED BY: Alderman Mayr
SECONDED BY: Alderman Parrish

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

o) **RESOLUTION 3931** - A Resolution Approving Award of a Contract to Clean and Televise 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.

Attachment: 03-08-22_Draft CC minutes (7136 : Common Council meeting minutes of March 8, 2022)

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

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

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.

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

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

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.

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

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

10) Specified Unfinished Business From Prior Meetings: None.

11) Specified New Business: None.

12) Adjourn

Motion to adjourn at 8:51 PM.

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

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

Respectfully Submitted,
Kathy Andrykowski
Deputy Clerk

Attachment: 03-08-22_Draft CC minutes (7136 : Common Council meeting minutes of March 8, 2022)

City of Mequon

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INSPECTION DIVISION

Attachment: Arch Brd minutes_01-10-22 (7134 : Architectural Board meeting minutes of January 10 adn Feb 28, 2022)

ARCHITECTURAL BOARD MINUTES
Monday, January 10, 2022
6:00 PM
Lower-Level Conference Room

Minutes

1. **Call to Order, Roll Call**

Present:	Chairman Scott Reed
Members at Large:	John Mikkelson, Paul Apfelbach, Jo Steinberg, Andrew Kerr
Aldermanic District Members:	Bruce Stern, Jim Youngquist, Curtis Helm
Building Inspector:	Mike Hadley

2. **Meeting Minutes**

Minutes from the December 13, 2021, meeting were approved by Chairman Scott Reed and seconded by Architect At-Large Member, John Mikkelson. Minutes were approved unanimously.

3. **Application Submittals:**

No.	Alder. District /Time	Type of App	Owner(s) / Project Address	Contractor
1)	Dist. 3 6:00 pm	**New Single-Family Residence**	Peter & Ariel Budnik 11701 W. Freistadt Road Subd: N/A	Cont: Owner Arch: Peter Budnik

Moved to Approve: Apfelbach
Seconded by: Kerr
Approved: Yes
Vote: 5-0

Conditions: Plans approved as submitted.

2)	Dist. 5 6:05 pm	**New Single-Family Side x Side Condominium**	Larry & Rachel Sprung Roger & Lisa Jubas 11666/11668 N. Aster Woods Circle Subd: Aster Woods	Cont: Lakeside Development Arch: Lakeside Development

Moved to Approve: Apfelbach
Seconded by: Mikkelson
Approved: Yes
Vote: 4-1 (Reed Apposed)

Conditions: Plans approved as submitted.

3)	Dist. 5 6:10 pm	**New Single-Family Residence**	Charlie Streich 12535 N. Lake Shore Drive Subd: N/A	Cont: Mikkelson Builders Arch: Fred Dahms

Moved to Approve: Reed
Seconded by: Helm
Approved: Yes
Recused: Mikkelson
Vote: 5-0

Conditions: Plans approved as submitted with the condition that all masonry should end at inside corners.

Attachment: Arch Brd minutes_01-10-22 (7134 : Architectural Board meeting minutes of January 10 adn Feb 28, 2022)

4)	Dist. 1 6:15 pm	**New Single-Family Residence**	Tim & Jessica Rautmann 12938 N. Highgate Court Subd: Highgate	Cont: Anderson Homes LLC Arch: Anderson Homes LLC

Moved to Table: Apfelbach
Seconded by: Kerr
Tabled: Yes
Vote: Unanimously

Conditions: Tabled for redraw – issues with siding and stone.

5)	Dist. 1 6:30 pm	**New Single-Family Residence**	8020 LLC 12654 N. Rotary Park Court Subd: N/A	Cont: Adamant Homes Arch: Adamant Homes

Moved to Approve: Stern
Seconded by: Kerr
Approved: Yes
Vote: Unanimously

Conditions: Plans approved as submitted with the following conditions:

1. Move the laundry room window on West Elevation (Front) so that it is centered.
2. Stone on West Elevation (Front) entrance should be added up the side and terminate at the inside corner entryway.
3. Remove stone above front door entrance.
4. Add a bump-out to the South Elevation (Bathroom #3) with an added gable.
5. Continue with stone beltline on South Elevation to the new added bump-out.

If clarification of these changes are required, please see copy of original marked-up Architectural Board Plans located in the Inspections Department.

4. **Action:**

Vice-Chairman, Paul Apfelbach made a motion to adjourn the meeting.
Chairman, Scott Reed seconded the motion.
A vote was taken; vote passed unanimously.

Meeting adjourned at 6:56 p.m.

Attachment: Arch Brd minutes_01-10-22 (7134 : Architectural Board meeting minutes of January 10 adn Feb 28, 2022)

City of Mequon

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INSPECTION DIVISION

Attachment: Arch Brd minutes_02-28-22 (7134 : Architectural Board meeting minutes of January 10 adn Feb 28, 2022)

ARCHITECTURAL BOARD MINUTES
Monday, February 28, 2022
6:00 PM
Lower-Level Conference Room

Minutes

1. **Call to Order, Roll Call**

Present: Paul Apfelbach – Vice-Chairman

Members at Large: John Mikkelson, Jo Steinburg

Aldermanic District Members: Janet Ehn, Jim Youngquist, Curtis Helm

Building Inspector: Mike Hadley

2. **Meeting Minutes**

Minutes from the January 10, 2022, meeting were approved by District Six Representative, Janet Ehn and seconded by At-Large Member Jo Steinberg. Minutes were approved unanimously.

3. **Application Submittals:**

No.	Alder. District /Time	Type of App	Owner(s) / Project Address	Contractor / Architect
1)	Dist. 5 6:00 pm	**Addition: Screen Porch**	William & Geraldine Cannon 11550 N. Shorecliff Lane Subd: Shorecliff Park	Cont: Bartelt, Inc. Arch: Bartlet, Inc.

Moved to Approve: Apfelbach
Seconded by: Irvin
Approved: Yes
Vote: 3-1 (Helm Abstained)

Conditions: Plans approved as submitted.

2)	Dist. 6 6:10 pm	**New Single-Family Residence**	Thomas Schadewald 10928 N. Oriole Lane Subd: N/A	Cont: Kingfogl Construction Arch: Kingfogl Construction

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

Conditions: Plans approved as submitted.

3)	Dist. 1 6:15 pm	**New Single-Family Residence**	James & Vicki Baker 10545 W. Hawthorne Road Subd: N/A	Cont: Victory Homes of WI Arch: David Pluim

Moved to Approve: Mikkelson
Seconded by: Steinberg
Approved: Yes
Vote: 3-1 (Youngquist-Abstained)

Conditions: Plans approved with the following conditions:
1. Addition of grids to all windows.
2. Remove shutters on front elevation.
3. Right column on front porch must have brick that dies on inside corner.

4)	Dist. 3 6:20 pm	**New Single-Family Residence**	Victory Homes of WI 11553 N. Creekside Court Subd: Concord Creek	Cont: Victory Homes of WI Arch: David Pluim

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

Conditions: Plans approved with the condition that the stone beltline continues around the entire house.

4. **Action:**

District Three Representative, Tom Irvin made a motion to adjourn the meeting.
Vice-Chairman, Paul Apfelbach seconded the motion.
A vote was taken; vote passed unanimously.

Meeting adjourned at 6:34 p.m.

Attachment: Arch Brd minutes_02-28-22 (7134 : Architectural Board meeting minutes of January 10 adn Feb 28, 2022)

City of Mequon

11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2914
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www.ci.mequon.wi.us
Office of the City Clerk

BOARD OF APPEALS
Thursday, November 4, 2021
6:00 PM
Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Chairman Massey called the meeting to order at 6:00 PM.

Present:
Chair Kathleen Massey
Vice Chair William Komisar
Board Member Ramona Larson
Board Member Joseph Russell
Board Member Robert Stern
Board Member Thomas Flanagan -- **Excused**
Board Member Lori Kornblum -- **Excused**

Also Present: City Clerk Caroline Fochs, City Attorney Brain Sajdak, Inspection Supervisor Mike Hadley, press and interested public.

2) Approve meeting minutes of May 20, 2021

Motion to approve meeting minutes of May 20, 2021.

RESULT:	**Approved by Voice Acclamation [Unanimous]**
MOVED BY:	Board Member Komisar
SECONDED BY:	Board Member Stern

AYES:	Massey, Komisar, Larson, Stern
ABSTAIN:	Russell

3) Hear evidence concerning; debate, deliberate and decide the request of:

Applicant:	Steve Ketterhagen
Owner:	Omar Ben Avraham
Address:	4430 W. Grace Avenue

Attachment: 11-04-21_Minutes_BOA (7135 : Board of Appeals meeting minutes of November 4, 2021)

Appeal: Opportunity will be afforded to all interested in being heard concerning the petition by Steve Ketterhagen on behalf of Omer Ben Avraham, requesting a variance from Section 58-239 R-4 (k) of the City of Mequon Code of Ordinances in order to add an addition that exceeds the allowable lot coverage at 4430 W. Grace Avenue

All parties app earing before the Board of Appeals were sworn.

Hearing no objection, Chairman Massey opened the public hearing, stated the appeal and the process.

Inspection Supervisor Hadley stated that the appellants are requesting a variance to zoning district lot coverage. The current structure is 2,020 square feet and already exceeds the maximum lot coverage by 5.2%. The proposed addition will be 2,819 square feet and adds another 8% lot coverage to the parcel. He added that the existing lot is only .23 acres or approximately 10,000 square feet and the proposed work does meet all setback requirements and there will be no issues with flood fringe. Mr. Hadley explained that the city's ordinance is meant to ensure that over-sized structures on not placed disproportionately on lots.

Steve Ketterhagen, who represents the homeowner, stated that the property was purchased for its views of the river and neighborhood. It is old and dated, contrary to neighboring properties that have been built and/or updated. The intent is to expand towards the river and create a better and more obvious entry. He noted that when the R-4 lot coverage zoning went into effect this property was already non-conforming. The property abuts the beach and it is the contention of the appellant that the property will not look over built because of the beach area. Building a second story was cost prohibitive at this time.

Exhibit #1, which was three existing /proposed photographs of the outside of the property, was read into the record.

The property owner, Mr. Ben Avraham, stated that the current home is small and ugly and the proposal will benefit the neighborhood aesthetically and will raise property values.

The following residents spoke against approving the variance: James Fox and Steve Peterman citing the need for an update, but the additional square footage would be over build for the beach property.

The following residents spoke in favor of approving the variance: Keith Plambeck and Michael Krchma commenting on conformity to setbacks, patio and driveway placement, partial ownership of beach property and the project will not encroach on anyone's views.

Bill Wandsnider did not express an objection to the plans but hoped that counter measures can be used to mitigate ground water runoff.

The property owner, Mr. Avraham, stated he wants a house as aesthetically pleasing, updated and as large as the other homes in the area.

Attachment: 11-04-21_Minutes_BOA (7135 : Board of Appeals meeting minutes of November 4, 2021)

Further Board discussion ensued on the lot coverage and building permit histories, as known, of the neighboring properties to the west of the subject property.

Motion to close the public hearing.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Board Member Komisar
SECONDED BY: Board Member Stern

AYES:	Massey, Komisar, Larson, Russell, Stern

Board discussion ensued:

- This small lot would not be approved now with current rules.
- Unfair to hold the current owners to today's standards.
- Not asking for a significant increase in size.
- Aesthetically pleasing from street side and beach side.
- Request for variance would not be contrary to public interest, nor impact public safety, nor impact anyone's view.
- Non-conforming lots can create a hardship.

Motion to approve the variance to exceed the allowable lot coverage.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Board Member Russell
SECONDED BY: Board Member Stern

AYES:	Massey, Komisar, Larson, Russell, Stern

4) Adjourn

Motion to adjourn at 7:23 PM.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Board Member Stern
SECONDED BY: Board Member Russell

AYES:	Massey, Komisar, Larson, Russell, Stern

Respectfully Submitted,
Kathy Andrykowski
Deputy Clerk
Approved 03-03-22

Attachment: 11-04-21_Minutes_BOA (7135 : Board of Appeals meeting minutes of November 4, 2021)

City of Mequon

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Police Department

Attachment: Police and Fire Comm Minutes_2022_2-1 (7184 : Board of Police and Fire Commission meeting minutes of February 1, 2022)

Board of Police and Fire Commissioners
February 1, 2022
MINUTES

PRESENT: Commissioners Pukaite, Nuernberg, Michalski
ALSO PRESENT: Police Chief Pryor, Assistant City Administrator Schoenemann, and Administrative Coordinator Melina Bowen

1. Call to Order, Roll Call
The meeting was called to order at 8:02 AM.

2. Personal Appearances and Public Comment
None.

3. Approve meeting minutes of January 4, 2022
Moved by Commissioner Nuernberg, seconded by Commissioner Michalski to approve the meeting minutes of January 4, 2022. Motion approved by voice acclamation.

4. Chief's Reports
Chief Pryor (Police)

- There are upcoming staffing changes due to two long time employees retiring, an officer in May and the Administrative Sergeant in June. There will be a swearing in on February 14, 2022, for a new officer.
- Interviews for the Public Safety IT position have produced a potential candidate.
- Dispatch has two in training which will fill both open positions. The training process is 16 weeks long.

5. a) Review/Certify Eligibility List for Police Officer
Chief Pryor discussed the proposed recruit's information and qualifications with commissioners.

Moved by Commissioner Michalski, seconded by Commissioner Nuernberg to approve/certify proposed Police Officer recruit. Motion approved by roll call vote (3/0).

Ayes: Michalski, Nuernberg, and Pukaite

5. b) Review/Approve Police Sergeant Selection Process
The Committee reviewed the sergeant selection process. Commissioner Pukaite made suggestions for some grammatical changes.

Moved by Commissioner Michalski, seconded by Commissioner Nuernberg to approve the sergeant selection process with the grammatical changes. Motion approved by voice acclamation.

Ayes: Michalski, Nuernberg, and Pukaite

6. Adjourn

Moved by Commissioner Nuernberg, seconded by Commissioner Michalski to adjourn the meeting at 8:48 AM.

Respectfully Submitted,
Melina Bowen

Attachment: Police and Fire Comm Minutes_2022_2-1 (7184 : Board of Police and Fire Commission meeting minutes of February 1, 2022)

	A	B	C	D	E	F	G	I	J	K	L
1				CODE ENFORCEMENT SUMMARY March 1, 2022							
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	4/6/2022	#5, CITATION	NO	
46	6	RENTAL	11525 N PORT WASHINGTON ROAD	JIMMY JOHNS	BANNER/FLAGS	11/17/2021	11/20/2021	3/2/2022	#5, CITATION	NO	
47	6	RENTAL	11511 N PORT WASHINGTON ROAD	TACO BELL	BANNER	11/17/2021	11/20/2021	4/6/2022	#5, CITATION 1,2	YES	
48	4	140500903002	10360 N CEDARBURG ROAD	KWIK TRIP	TRASH/LITTER	12/23/2021	12/27/2021	4/6/2022	#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,	NO	
50	8	150291100500	10500 N PORT WASHINGTON ROAD	HOLD HOLDINGS	PUBLIC NUISANCE	4/14/2021	4/23/2021	4/6/2022	#5, CITATIONS 1,2,3	YES	
51	4	140840107000	9712 N MEQUON PLACE	TOUA YANG	PARKING	10/25/2021	11/5/2021	4/6/2022	#5 CITATIONS 1, 2,3	YES	
52	7	140250600600	11050 N RIVER ROAD	ROBERT STERN	OUTSIDE STORAGE	11/17/2021	11/24/2021		#5 CITATION	NO	
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		1	NO	
57	8	151070412000	819 W SIERRA LANE	VANN FAMILY TRUST	PARKING	2/25/2022	3/11/2022		1	NO	
58	2	140241201000	11249 N RIVERLAND ROAD	PAUL FREDERICK	OUTSIDE STORAGE	2/25/2022	3/11/2022		4	YES	
59	2	140241201000	11249 N RIVERLAND ROAD	PAUL FREDERICK	PARKING	2/25/2022	3/11/2022		4	YES	
60	1	140121200300	3500 W HIGHLAND ROAD	THOMAS LEMENS	OUTSIDE STORAGE	2/25/2022	3/11/2022		1	NO	
61	1	140121200300	3500 W HIGHLAND ROAD	THOMAS LEMENS	PARKING	2/25/2022	3/11/2022		4	YES	

Attachment: Permits and Inspections Summary March 1, 2022 (7185 : Bureau of Permits and Inspections

	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		1	NO	
63	1	140191500200	11206- 11210 W MEQUON ROAD	JORDON OR KRISTY LARSON	OUTSIDE STORAGE	2/25/2022	3/11/2022		1	NO	
64	1	140191500200	11206-11210 W MEQUON ROAD	JORDON OR KRISTY LARSON	OUTSIDE MAINTANCE	2/25/2022	5/30/2022			YES	
65	2	140950607000	3033 W RENEE COURT	IGOR OR MARGARITA LETKIN	PARKING	3/8/2022	3/22/2022		4	YES	
66	6	150300800400	10841 N ORIOLE LANE	NICHOLAS OR LAURA MEYER	OUTSIDE STORAGE	3/14/2022	3/31/2022		1	NO	
67	6	150300800400	10841 N ORIOLE LANE	NICHOLAS OR LAURA MEYER	GENERAL MAINTENANCE	3/14/2022	5/30/2022			NO	
68	6	140950607000	2030 W SUNNYDALE LANE	DIANNE MCCLELLAN	PARKING	3/14/2022	3/31/2022		4	YES	
69	6	140950607000	2030 W SUNNYDALE LANE	DIANNE MCCLELLAN	OUTSIDE STORAGE	3/14/2022	3/31/2022		1	NO	
70	4	140271200400	6926 W DONGES BAY ROAD	GO RITEWAY	PARKING	3/17/2022	3/21/2022		1	NO	
71	4	140271200400	6926 W DONGES BAY ROAD	GO RITEWAY	ADVERTISING FLAG	3/17/2022	3/21/2022		1	NO	
72	4	140840205000	9612 W MEQUON PLACE	LEWIS OR JEAN BIRKEL	OUTSIDE MAINTENANCE	3/23/2022	6/1/2022			YES	
73	7	150850000002	3100 W COUNTRY CLUB DRIVE	NORTH SHORE COUNTRY CLUB	LANDSCAPING	3/23/2022	6/1/2022			YES	
74	4	140500709001	1863/461 N 1/2 LOT 9 BLK 7 CEDARBURG ROAD	WILLIAM CONLEY	MAINTENANCE	3/24/2022	7/1/2022			YES	
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96											4 EXTENSION GRANTED
97											5 ISSUED TO CITY ATTORNEY OFFICE
98											6 SCHEDULED COURT DATE
99											7 COURT RULING
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Attachment: Permits and Inspections Summary March 1, 2022 (7185 : Bureau of Permits and Inspections

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ECONOMIC DEVELOPMENT BOARD
Thursday, February 24, 2022
8:00 AM
North Conference Room

Minutes

1) Call to Order, Roll Call

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

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

2) Approval of Meeting Minutes from January 18, 2022

Action
Board member Engel made a motion to approve the January 18, 2022, meeting minutes.
Board member Kramer seconded the motion.
A voice vote was taken; vote passed (6-0)

MOVED BY:	Board Member Engel
SECONDED BY:	Board Member Kramer
RESULT:	**Approved [Unanimous]**
AYES:	Carr, Parrish, Engel, Gannon, Kramer, Sipiora
ABSENT:	Baka, Johnson, McLean, Petzold

3) Revolving Loan Fund Application for Mind + Neurology

Ms. Kathleen Cady-Schilling stated that the application is from Mind+ Neurology for a new clinic for comprehensive care focusing on headaches and migraines. There are three principals; Aaron Hart, CEO currently employed by GE; Dr. Alan Bubolz, CMO who has worked in the neurology field since 2016; and Jason Hart, COO who is a healthcare worker

Attachment: EDB_02.24.22 (7191 : Economic Development Board meeting minutes of February 24, 2022)

at Aurora. This is a niche field as there are not a lot of clinics in the Midwest focused on this specialty. There is a potential lease that would start in April with the plan to open for business in October 2022. The total project cost is $2.65M with a breakdown of costs:

- $850,000 lease hold improvements
- $200,000 capital improvements
- $1.6M working capital

The applicant has requested a $100,000 loan with a 10-year loan term and an interest rate of 1.675% and a 6-month deferral, which is very common especially when construction is involved. This application was reviewed by outside counsel, per City protocols and the review concluded that the business plan is very strong and financially solid. Approval is recommended with the contingences noted in the report.

The applicants Aaron Hart and Jacob Hart were present. When questioned by the Board about why they applied for the RLF loan, Mr. Aaron Hart answered that the bank is requiring 10% owner equity and they do not have the cash to fulfill this requirement. The bank would treat the RLF from the City as owner equity and this would enable them to finance this project which they would otherwise be unable to finance.

The applicant explained that the landlord, Irgens, is also investing $500,000 towards improvements so that the total cost of improvements is $1.4M. He stated the services they offer will include diagnosis of migraine and headache pain, patient counseling (both in office and virtual) and administration of appropriate medications (Botox) related to the control of patient discomfort. Mr. Hart also stated there are very few clinics in Wisconsin offering the focused care they can provide. The use of virtual counseling will greatly expand the reach of their services. They also plan to contact the VA Hospital in Milwaukee in hopes of providing their services to this highly underserved community.

Their plan for marketing is through online advertising, targeted marketing sales and by establishing relationships with existing doctors and hospitals especially in the mental health and pain management fields. They will onboard a nurse practitioner right away who will be able to provide many services. A second neurologist is planned for in order to grow the practice.

The Board discussed the contingencies of the loan with the applicants which include key man insurance for all three principals and dedicated life insurance for all three principals.

Action
Ald. Parrish made a motion to go into closed session.
Board member Gannon seconded the motion.
A voice vote was taken; vote passed (6-0)

The Board met in closed session.

Attachment: EDB_02.24.22 (7191 : Economic Development Board meeting minutes of February 24, 2022)

Action
Board member Kramer made a motion to return to open session.
Board member Engel seconded the motion.
A voice vote was taken; vote passed (6-0)

There was continued discussion regarding the loan and whether the project would be viable if less money than requested was approved and the applicant communicated that it would be difficult. The Board suggested that another neurologist join the business and contribute some financing. Mr. Aaron Hart explained that they do not wish to take on another investor and to give up 1/3 of their equity in the business and that there is a shortage of neurologists in general and patients are waiting up to 6 months for appointments.

Mr. Hart also stated that the business plan is built on a very conservative patient build. They believe that a large base of Dr. Bubolz's patients will follow him to this clinic from the Green Bay area. They will be building a business relationship with the VA and they hope to begin to see patients remotely before the clinic doors open. They will be doing outreach and they are planning to pre-schedule patients.

Action
Board member Engel made a motion to recommend the approval of the RLF for $100,000 to the Common Council
Board member Kramer seconded the motion.

Ald. Parrish made a friendly amendment that the loan be contingent in that key man insurance must be included and that a neurologist must always be on staff.

Board member Engel and Kramer accepted the friendly amendment.

A roll call vote was taken; vote passed (5-1) (No: Gannon)

MOVED BY:	Board Member Engel
SECONDED BY:	Board Member Kramer
RESULTS:	Approved as Amended
AYES:	Carr, Parrish, Engel, Kramer, Sipiora
DEEMED NO:	Gannon
ABSENT:	Baka, Johnson, McLean, Petzold

4) Staff Updates

- Chairman Carr asked that the Board members start to think about ideas for the Fall event.
- Tracy and Kim to coordinate a M-7 representative visit.
- A one-page information sheet listing available programs and economic tools from the City is requested from the Board.
- The Board asked Ald. Parrish about whether the Council would consider whether meetings could be attended remotely.

Attachment: EDB_02.24.22 (7191 : Economic Development Board meeting minutes of February 24, 2022)

5) Announcements

The next meeting is Tuesday, March 15, 2022, at 8:00 a.m.

6) Adjourn

Action
Board member Kramer made a motion to adjourn the meeting.
Board member Engel seconded the motion.
A voice vote was taken; vote passed (6-0)

Respectfully Submitted,

Kim Tollefson
Director of Community Development

Attachment: EDB_02.24.22 (7191 : Economic Development Board meeting minutes of February 24, 2022)

City of Mequon

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

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

Minutes

1) Call to Order, Roll Call

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

Also Present: Executive Assistant Enea

2) Approval of Meeting Minutes
   a. January Meeting Minutes

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

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

3) Application Updates
   a. Artist Application

   Committee Chair Nerbun thanked Committee Member White for her help in getting the application updated and posted on various sites.

4) Vendor Updates

   Executive Assistant Enea reported which vendors we had heard back from. Applications have been received from The Nutman, Falafel Guys, That Taco Guy, and Mathnasium.

5) Review Sponsor Letter

Attachment: Festival Minutes Feb 16 2022 (7188 : Festivals Committee meeting minutes of February 16, 2022)

Committee Chair Nerbun read the Sponsor Letter that was included in the packet. There were no suggestions for changes, so we will customize for each recipient and get them sent out to everyone that has sponsored in the past 8 years.

6) Music Updates

Committee Member Liljegren was not present to give an update. Executive Assistant Enea said that The Saturday June Band had inquired about performing. The Committee discussed using any of the bands from last year. Committee Member Hohn asked if we would like to include the Homestead High School Band again. The Committee thought this was a good idea and she would reach out.

7) Other Updates

a. Committee Chair Nerbun reached out to Rob Kos about merging some activities with Thiensville. A meeting is set-up for 2/24 at 2:30 P.M. to further discuss.
b. Milwaukee Magazine approached the City about participating in their April issue, Best of the Suburbs. There is an opportunity to advertise events throughout the year. The Committee thought using the News Graphic, Mequon Beacon, and the Rec Department publications might reach Mequon residents better at a lower cost. The Committee will continue to discuss getting the word out at future meetings.
c. A non-profit approached the City about having a booth to promote their October Walk. The Committee discussed having a Community Board or Corner for such organizations. This will be further discussed at next month's meeting.

8) Next Meeting Date and Time

The Committee agreed to move the March 16 meeting date to March 9 at 6:30 P.M. due to two conflicts.

9) Adjourn

Committee Member Hohn moved to adjourn at 7:05 P.M. Committee Member Luchins seconded.

Respectfully Submitted,

Carrie Enea
Executive Assistant

Attachment: Festival Minutes Feb 16 2022 (7188 : Festivals Committee meeting minutes of February 16, 2022)

City of Mequon

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www.ci.mequon.wi.us Office of the City Administrator

FINANCE-PERSONNEL COMMITTEE
Tuesday, February 8, 2022
6:00 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, Justin Schoenemann, Assistant City Administrator, Jennifer Engroff, Finance Director, Marie Keyser, Assistant to the Finance Director, Caroline Fochs, City Clerk, Brian Sajdak, City Attorney, Kim Tollefson, Director of Community Development and Jac Zader, Assistant Director of Community Development.

2) Approve Meeting Minutes
   a. January 11, 2022 Finance-Personnel Meeting Minutes

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

AYES:	Hansher, Bushee, Strzelczyk

3) License applications
   a. February licenses

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

AYES:	Hansher, Bushee, Strzelczyk

4) Vouchers for payment
   a. January 2022 Voucher Approval List

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

Attachment: F & P minutes_02-08-22 (7139 : Finance-Personnel Committee meeting minutes of February 8, 2022)

AYES:	Hansher, Bushee, Strzelczyk

5) Resolutions

a. **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 Voice Acclamation [Unanimous]**
MOVED BY: Alderman Hansher
SECONDED BY: Alderman Bushee

AYES:	Hansher, Bushee, Strzelczyk

b. **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 Voice Acclamation [Unanimous]**
MOVED BY: Alderman Bushee
SECONDED BY: Alderman Hansher

AYES:	Hansher, Bushee, Strzelczyk

c. **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

Alderman Bushee asked if the developer was going to receive less than what the City originally agreed to. Director Tollefson said that the City does not have a contractual agreement with them, however the "fast-tracked" formula would make the developer eligible for more incentives than what they are actually getting. The developer is eligible for a little over one million dollars. City staff is suggesting the City does not provide the 5% incentive as part of the formula, but only return the dollars that are eligible related to the demolition costs. It results in the developer being eligible for about 35% of the total approximately one million dollars that they are eligible for.

Alderman Bushee's second question was that he noticed the Economic Development Board had one no vote. Director Tollefson stated the Board Member did not think a fully residential project should be incentivized.

Alderman Strzelczyk suggested there be a policy discussion regarding this topic in the future.

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

AYES:	Hansher, Bushee, Strzelczyk

Attachment: F & P minutes_02-08-22 (7139 : Finance-Personnel Committee meeting minutes of February 8, 2022)

d. **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

Mayor Wirth opened the conversation by asking the Committee members to table this action because at the December meeting, the Council approved an extension through the end of February. The two project teams have to work out an amendment and will not be done before the end of February. City staff has been working on this and is asking for an oral extension through the end of March 2022. Otherwise, technically the developer would be in default. Alderman Bushee asked if there was a fiscal impact to extending the deadline to the end of March. Director Tollefson said "no."

A motion was made by Alderman Bushee, seconded by Alderman Hansher to extend this until the end of March 2022. All voted in favor "aye." Secondly, a motion was made by Alderman Hansher, seconded by Alderman Bushee to table this item. All voted in favor "aye."

RESULT: **Tabled [Unanimous]**
MOVED BY: Alderman Hansher
SECONDED BY: Alderman Bushee

AYES: Hansher, Bushee, Strzelczyk

6) Information Items

a. 2021 YTD Investment Report as of 12/31/2021

Finance Director Engroff stated that the Dana Investment portfolio has a balance of about $9.2 million as of 12/31/2021. It was a weak Quarter 4, similar to Quarter 3, and the overall year was a loss. Dana's fees of about $11,000 for the year and negative interest contributed to the loss booked for 2021. Interest rates are supposed to be increasing in 2022, so hopefully the portfolio will realize some of that gain.

On the cash side, there was an increase of about $29 million. The City collected $32 million of tax payments, thus there was a decrease in cash from Quarter 3 to Quarter 4. Majority of the decrease was due to payroll/benefits, accounts payable and debt payments.

Director Engroff made a suggestion on future reports to report book cash instead of bank cash. Also, the cash chart of showing the ins and outs of the different bank accounts could be changed to show the different funds and a high level overview of the major changes per quarter.

The Committee seemed to welcome any changes she saw fit.

b. RFP PW TIDs Streetscape

Assistant Community Development Director Zader explained this is a request for proposals for design services for Port Washington Road, south of Mequon Road. The Economic Development Board was debating this for several months. At their November meeting, they recommended the Council should look at the streetscaping along Port Washington, south of

Attachment: F & P minutes_02-08-22 (7139 : Finance-Personnel Committee meeting minutes of February 8, 2022)

Mequon Road to County Line Road. Also, the Ad-hoc design Committee also recommended that a consultant should look at these designs at their December meeting. Director Zader said that based on both of the board's recommendations, he created a request for design services that will go out soon and hopefully staff will have a recommendation at the April Council meeting.

Alderman Strzelczyk made a motion that it is good to go ahead with the RFP, seconded by Alderman Hansher. All voted in favor "aye."

c. Finance & Personnel Work Plan

Alderman Bushee asked to put credit card acceptance at the top of the list.

7) Adjourn

A motion to adjourn was made at 6:22 PM by Alderman Hansher, seconded by Alderman Bushee. All voted in favor "aye."

Respectfully Submitted,

Marie Keyser
Assistant to the Finance Director

Attachment: F & P minutes_02-08-22 (7139 : Finance-Personnel Committee meeting minutes of February 8, 2022)

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

Joint Mequon-Thiensville Bike and Pedestrian Way Commission
Thursday, November 11, 2021
9:00 AM
North Conference Room

Minutes

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

   Present:
   Chair T. Azinger
   Commissioner Jim Doornek
   Commissioner Ron Heinritz
   Commissioner Rob Holyoke
   Commissioner John Liegeois

   Absent:
   Commissioner Kathryn Beiser
   Commissioner Kristin Wade

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

2. Approval of Meeting Minutes
   a. October 14, 2021 Minutes

RESULT:	**Approved [Unanimous]**
MOVED BY:	Holyoke
SECONDED BY:	Commissioner Doornek

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

3. Resident Communications

Chair Azinger noted no one present for this item.

4. Discussion/Action Items

Attachment: 2021-11-11_Bikeway Minutes (7180 : Joint M-T Bike & Pedestrian Way Cmmission meeting minutes of November 11, 2021 and

a. 2021 Bikeway Annual Report

Chair Azinger provided the board with a draft of the 2021 Bikeway Annual Report. The report included a thank you and welcome to new and old members, a summary looking back at the past year for the Commission along with what the Commission has planned moving forward.

RESULT: **Approved [Unanimous]**
MOVED BY: Commissioner Heinritz
SECONDED BY: Commissioner Liegeois

AYES:	Azinger, Doornek, Heinritz, Holyoke, Liegeois

b. Bike Signage

The Commission discussed bike signage and no action was taken.

c. Ozaukee County Natural Resources Grant for OIT

Member Holyoke stated the Ozaukee County Natural Resources Committee met and approved the submittal of a grant for the entire off road sections of the OIT and that Parks and Planning Director Andrew Struck mentioned a letter of support from the Commission would be appreciated.

The board discussed the grant project and voted in favor of the project.

RESULT: **Approved [Unanimous]**
MOVED BY: Holyoke
SECONDED BY: Commissioner Heinritz

AYES:	Azinger, Doornek, Heinritz, Holyoke, Liegeois

d. Bikeway Future Agenda Topics

Director of Public Works/ City Engineer Lundeen stated future topics would be an update to the 2010/2030 Plan with objectives, goals, and a prioritization list; having a quarterly update on the annual road program, and a work plan to list future agenda topics.

5. Other Business

6. Adjourn
   a. Motion to Adjourn at 10:01 AM.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Holyoke
SECONDED BY: Commissioner Heinritz

AYES:	Azinger, Doornek, Heinritz, Holyoke, Liegeois

Respectfully Submitted,

Casey Deuster

Attachment: 2021-11-11_Bikeway Minutes (7180 : Joint M-T Bike & Pedestrian Way Cmmission meeting minutes of November 11, 2021 and

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Public Works Department

Joint Mequon-Thiensville Bike and Pedestrian Way Commission
Thursday, January 13, 2022
9:00 AM
North Conference Room

Minutes

1. Call to Order, Roll Call
   Chair Azinger called the meeting to order at 9:01am.

   Present:
   Chair T. Azinger
   Commissioner Jim Doornek
   Commissioner Ron Heinritz
   Commissioner Rob Holyoke
   Commissioner John Liegeois
   Commissioner Kristin Wade

   Absent:

   Also present was Director of Public Works/City Engineer Lundeen, Assistant City Engineer McCraw, and Administrative Assistant Deuster.

2. Approval of Meeting Minutes
   a. November 11, 2021 Minutes

RESULT:	**Tabled [Unanimous]**
MOVED BY:	Holyoke
SECONDED BY:	Commissioner Heinritz

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

3. Resident Communications

Citizens wishing to address the Commission 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. The time limitation is FIVE minutes. Please state your name and address.

4. Discussion/Action Items

Attachment: 01-13-22 Mins_Joint M-T Bike and Pedestrian Way Commission (7180 : Joint M-T Bike & Pedestrian Way Cmmission meeting

a. Updating the 2010-2030 Recommendations

Director of Public Works/City Engineer Lundeen provided the Commission with steps to start the planning process for updating the 2010-2020 Bike Plan.

After discussion the commission decided to put together a scope of services for a consultant that can be brought in front of the City and Village for funding to update the plan.

b. 2022 Work Plan

Director of Public Works/City Engineer Lundeen provided an update to the 2022 Work Plan.

5. Other Business

6. Adjourn
   a. Motion to Adjourn at 10:27am.

RESULT:	**Approved by Voice Acclamation [Unanimous]**
MOVED BY:	Holyoke
SECONDED BY:	Commissioner Heinritz

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

Respectfully Submitted,

Casey Deuster

Attachment: 01-13-22 Mins_Joint M-T Bike and Pedestrian Way Commission (7180 : Joint M-T Bike & Pedestrian Way Cmmission meeting

City of Mequon

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Water Utility
Taped and Televised

MEQUON MUNICIPAL WATER UTILITY COMMISSION
Tuesday, December 14, 2021
7:30 PM
Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call
Commissioner Wirth called the meeting to order at 7:30 PM.

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

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

2) Approval of Meeting Minutes

a. October 28, 2021 Minutes

RESULT:	**Approved [Unanimous]**
MOVED BY:	Commissioner Strzelczyk
SECONDED BY:	Commissioner Schneider

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

3) Action Items

Discussion and Possible Action

a. Authorizing Public Water Service from the Brown Deer Water Utility for the Property at 5300 W County Line Rd

Attachment: 12-14-21 Mins_Water Utility Commission (7177 : Mequon Municipal Water Utility COmmission meeting minutes of December 14,

b. Motion to approve the exemption of 5300 W County Line Road from connecting to the Mequon Water Utility.

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

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

c. Water Services Agreement with Two Hundred Green LLC at the Northeast Corner of Riverview Drive and Green Bay Road in the Village of Thiensville

d. Motion to approve the Water Services Agreement with Two Hundred Green LLC at the Northeast Corner of Riverview Drive and Green Bay Road in the Village of Thiensville.

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

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

4) Adjourn

a. Motion to Adjourn at 7:32 PM.

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

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

Respectfully Submitted,

Casey Deuster
Administrative Assistant

Attachment: 12-14-21 Mins_Water Utility Commission (7177 : Mequon Municipal Water Utility COmmission meeting minutes of December 14,

City of Mequon

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Water Utility
Taped and Televised

MEQUON MUNICIPAL WATER UTILITY COMMISSION
Tuesday, January 11, 2022
7:15 PM
Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call
Commissioner Wirth called the meeting to order at 7:34 PM.

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

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

2) Approval of Meeting Minutes

a. December 14, 2021 Minutes

RESULT:	**Approved [Unanimous]**
MOVED BY:	Commissioner Strzelczyk
SECONDED BY:	Commissioner Mayr

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

3) Action Items

Discussion and Possible Action

a. Request from the Village of River Hills for Municipal Water Service

Attachment: 01-11-22 Mins_Water Utility District Commission (7177 : Mequon Municipal Water Utility COmmission meeting minutes of

Director of Public Works/City Engineer Lundeen provided a letter request from the Village of River Hills requesting municipal water service for a proposed development.

The Commission discussed and provided feedback requesting additional information provided alongside the Water Connection Policy.

Also present were River Hills' Village Engineer Clark Dietz Inc Mustafa Emir, and President of River Hills' Steve Anderson.

4) Adjourn

a. Motion to Adjourn at 7:54 PM.

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

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

Respectfully Submitted,

Casey Deuster
Administrative Assistant

Attachment: 01-11-22 Mins_Water Utility District Commission (7177 : Mequon Municipal Water Utility COmmission meeting minutes of

City of Mequon

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PARK AND OPEN SPACE BOARD
Wednesday, November 17, 2021
6:30 PM
South Conference Room

Minutes

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

Present:
Vice Chair Jason Cain
Board Member Joseph Branch
Board Member Peter Bratt
Board Member James Lysaught
Alderman Kathleen Schneider
Alternate Alderman Brian Parrish -- **Absent**
Board Member Breanne Plier -- **Absent**
Board Member Anton Usowski -- **Absent**
Board Member Gerald Vite -- **Absent**

Also present were Parks and Forestry Superintendent Gies, Director of Community Development Tolleffson, and Administrative Assistant Deuster.

2) Approval of Meeting Minutes

a. October 20, 2021 Minutes

RESULT:	**Approved [Unanimous]**
MOVED BY:	Board Member Lysaught
SECONDED BY:	Board Member Branch

AYES:	Cain, Branch, Bratt, Lysaught, Schneider

3) Discussion Item

Discussion and Possible Action

a. Kueny Architects Lemke Park Space Needs Assessment

Parks and Forestry Superintendent Gies stated this is a preliminary discussion for the needs assessment and included the design from Kueny Architects. Some changes mentioned were number of bathrooms, reduction in amount of picnic tables on the south side of the building

Attachment: 11-17-21 Mins_Park and Open Space (7179 : Park and Open Space Board meeting minutes for November 17, 2021 and January 19

Attachment: 11-17-21 Mins_Park and Open Space (7179 : Park and Open Space Board meeting minutes for November 17, 2021 and January 19

where the overhang will be, an inquiry on rental of storage area or storage units in the park and the potential for bricks to be purchased in the space between the existing pavilion and the new bathroom/storage area.

In December there will be a public information meeting with Kueny Architects to discuss the design at Lemke Pavilion.

b. 6855 : Ulao Creek Neighborhood Linear Park - Does the board agree on the general conceptual design layout for the East Growth/Ulao Creek Trail System?

Director of Community Development Tollefson opened up the discussion looking for the board to vote on two items.

Does the board agree on the general conceptual design layout for the East Growth/Ulao Creek Trail System?

Should the proposed trail system be considered a City Park/Open Space (Linear Park)?

The board discussed maintenance, updating the 2024 Park and Open Space Plan to include more Linear Parks specifically the East Growth/Ulao Creek. They discussed having the development agreements be brought back to the board for review and add any comments.

Following discussion the board ruled in favor of both items.

RESULT: **Approved [Unanimous]**
MOVED BY: Alderman Schneider
SECONDED BY: Board Member Lysaught

AYES:	Cain, Branch, Bratt, Lysaught, Schneider

c. Should the proposed trail system be considered a City Park/Open Space (Linear Park)?

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

AYES:	Cain, Branch, Bratt, Lysaught, Schneider

d. Capital Improvement Project (CIP) List

Parks and Forestry Superintendent Gies provided the board with an updated Capital Improvement Project, stating the Rotary Fishing Pier would be a 2022 project with the Rotary Club. The board discussed adding fishing spots at Trinity Creek and approval of the list.

RESULT: **Approved [Unanimous]**
MOVED BY: Board Member Lysaught
SECONDED BY: Alderman Schneider

AYES:	Cain, Branch, Bratt, Lysaught, Schneider

e. Rotary Park Fishing Pier

RESULT: **Approved [Unanimous]**
MOVED BY: Alderman Schneider
SECONDED BY: Board Member Lysaught

AYES:	Cain, Branch, Bratt, Lysaught, Schneider

f. Ozaukee County Natural Resources Grant for OIT

Parks and Forestry Superintendent Gies informed the board of a Grant Ozaukee County Parks/Planning was applying for that would fund the repairs and updates of the Ozaukee Interurban Trail.

RESULT: **Approved [Unanimous]**
MOVED BY: Board Member Lysaught
SECONDED BY: Board Member Cain

AYES:	Cain, Branch, Bratt, Lysaught, Schneider

4) Parks and Forestry Superintendent Report

a. 2021 Work Plan

Parks and Forestry Superintendent Gies provided the board with the 2021 Work Plan.

5) Adjourn

a. Motion to Adjourn at 8:03 PM.

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

AYES:	Cain, Branch, Bratt, Lysaught, Schneider

Respectfully Submitted,

Casey Deuster
Administrative Assistant

Attachment: 11-17-21 Mins_Park and Open Space (7179 : Park and Open Space Board meeting minutes for November 17, 2021 and January 19

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Office of Parks and Operations

PARK AND OPEN SPACE BOARD
Wednesday, January 19, 2022
6:30 PM
South Conference Room

Minutes

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

Present:
Vice Chair Jason Cain
Board Member Joseph Branch
Board Member Peter Bratt
Board Member James Lysaught
Alternate Alderman Brian Parrish
Board Member Breanne Plier
Board Member Anton Usowski
Board Member Gerald Vite
Alderman Kathleen Schneider **-- Excused**

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

2) Approval of Meeting Minutes

a. November 17, 2021 Minutes

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

AYES:	Cain, Branch, Bratt, Lysaught, Parrish, Plier, Usowski, Vite
DEEMED NO:	Schneider

3) Action Item

a. **RESOLUTION 3912** A Resolution Approving a First Amendment to the Special Event Agreement for Annual Gathering on the Green Festivities in Rotary Park

Attachment: 01-19-22 Mins_Park and Open Space (7179 : Park and Open Space Board meeting minutes for November 17, 2021 and January 19

Parks and Forestry Superintendent Gies informed the board of the amendment changes to the Special Event Agreement with Gathering on the Green. Those changes being length of event, cost for additional police staffing, and event cost.

The board discussed the changes and made a motion to approve the amended agreement with Gathering on the Green.

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

AYES:	Branch, Bratt, Lysaught, Parrish, Plier, Usowski, Vite
RECUSED:	Cain

4) Parks and Forestry Superintendent Report

a. Parks and Forestry Superintendent Report

Parks and Forestry Superintendent Gies informed the board on the public information meeting with Kueny Architects, upcoming discussions on a donation of land for a dog park at Rotary Park, and future 1840 Brewing events.

b. 2022 Work Plan

Parks and Forestry Superintendent Gies provided the board with the 2022 Work Plan.

5) Adjourn

a. Motion to Adjourn at 7:34 PM.

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

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

Respectfully Submitted,

Casey Deuster
Administrative Assistant

Attachment: 01-19-22 Mins_Park and Open Space (7179 : Park and Open Space Board meeting minutes for November 17, 2021 and January 19

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Attachment: 02-16-2022 Mins_Park and Open Space.doc (7179 : Park and Open Space Board meeting minutes for November 17, 2021 and

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

Minutes

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

Present:
Vice Chair Jason Cain
Board Member James Lysaught
Alderman Kathleen Schneider
Board Member Anton Usowski
Board Member Gerald Vite
Board Member Joseph Branch -- **Absent**
Board Member Peter Bratt -- **Absent**
Board Member Breanne Plier -- **Absent**
Alternate Alderman Brian Parrish -- **Excused**

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

2) Approval of Meeting Minutes

a. January 19, 2022 Minutes

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

AYES:	Cain, Lysaught, Schneider, Usowski, Vite

3) Action Item

Discussion and Action

a. **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

Parks and Forestry Superintendent Gies informed the board of a dedication agreement with Mequon Heat-MTLL for fencing at River Barn Park. This fencing was an item on the park

and open space board's capital improvement project list. This will be a split participation with the City of Mequon. The fencing allows for a differentiation of the baseball/soccer/lacrosse fields along with keeps dogs/pets from being run on the ballfields. This also allows for users to raise funds with banners and it will be the same chainlink fencing as field 3 in the park.

Mequon Heat-MTLL representative Jim Moyer was present to answer any questions.

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

AYES:	Cain, Lysaught, Schneider, Usowski, Vite

b. 1840 Brewing Company Events

Parks and Forestry Superintendent Gies informed the board of the renewal of the Special Event Agreement with 1840 Brewing. 1840 Brewing plans to use River Barn, Community Park, and Lemke Park this season for events. They also added an additional fall date in October for a special release to be held at Community Park.

RESULT: **Approved [Unanimous]**
MOVED BY: Board Member Vite
SECONDED BY: Alderman Schneider

AYES:	Cain, Lysaught, Schneider, Usowski, Vite

4) Discussion Item

a. Discussion on a possible dog park land donation near Rotary Park

Parks and Forestry Superintendent Gies provided the board with details on a possible land donation for a dog park near Rotary Park. Staff included a list of projects that would need to be considered when accepting the donation.

Staff requested feedback on if the board would be in support of a land donation for a dog park.

The board discussed fencing height, items that the City could cover, the possibility of donations for items in the park or an eagle scout project, possible dog park fees to go toward future maintenance costs. The board agreed a second dog park in Mequon is of great interest by residents and spoke in support of the land donation.

b. 2022 Work Plan

Parks and Forestry Superintendent Gies provided the board with the 2022 Work Plan.

5) Parks and Forestry Superintendent Report

a. Parks and Forestry Superintendent Report

Attachment: 02-16-2022 Mins_Park and Open Space.doc (7179 : Park and Open Space Board meeting minutes for November 17, 2021 and

Parks and Forestry Superintendent Gies informed the committee of two events coming to the City of Mequon. The Candlelight Walk in the Park, and Arbor Day.

6) Adjourn

a. Motion to Adjourn at 7:57PM.

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

AYES:	Cain, Lysaught, Schneider, Usowski, Vite

Respectfully Submitted,

Casey Deuster
Administrative Assistant

Attachment: 02-16-2022 Mins_Park and Open Space.doc (7179 : Park and Open Space Board meeting minutes for November 17, 2021 and

11333 N. Cedarburg Road
Mequon, WI 53092
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Department of Community Development
Taped and Televised

PLANNING COMMISSION
Regular Meeting
Monday, February 28, 2022
6:00 PM
Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

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

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

2) Approval of Meeting Minutes from January 24, 2022.

Action
Ald. Strzelczyk made a motion to approve the January 24, 2022, meeting minutes. Commissioner Hawley seconded the motion.
A voice vote was taken; vote passed (8-0)

Attachment: Planning Comm_02.28.22 (7190 : Planning Commission meeting minutes of February 28, 2022)

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

3) Public Hearing

a) Kathryn Happ for Hidden View Farm. The applicant is seeking conditional use grant amendment and minor request approval for a proposed (64' x 40') agricultural structure for the property located at 8104 W. Highland Road.

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

No public comment.

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

Asst. Dir. Zader stated this request is for an agricultural structure, 64’ x 40’, for an indoor arena. This would allow for an additional 8 horses under the amended Conditional Use Grant. The property has an existing conditional use grant for commercial boarding of up to 22 horses.

Action
Commissioner Lemke made a motion to approve the CUG Amendment.
Ald. Strzelczyk seconded the motion.
A voice vote was taken; vote passed (8-0)

RESULT:	**APPROVED [8 TO 0]**
MOVER:	Rick Lemke, Commissioner
SECONDER:	Robert Strzelczyk, Alderman
AYES:	Wirth, Strzelczyk, Choren, Gentges, Hawley, Lemke, J. Schaefer, R. Schaefer
ABSENT:	Stoker

b) Ashley Moore for Divine Lash and Beauty Bar. The applicant is seeking conditional use grant approval to allow for a beauty salon for the property located at 10520 N. Baehr Road.

Attachment: Planning Comm_02.28.22 (7190 : Planning Commission meeting minutes of February 28, 2022)

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

No Public comment.

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

Asst. Dir. Zader stated this is a request for a beauty salon which is allowed in the Business Park per the zoning code as a conditional use. The request meets all of the required conditions and staff recommends approval.

Ald. Strzelczyk suggested that handicap parking be available close to the salon entrance.

Action
Commissioner R. Schaefer made a motion to approve the Conditional Use Grant.
Ald. Strzelczyk seconded the motion.
A voice vote was taken; vote passed (8-0)

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

c) Hertejvir Singh for The Bottle Shop. The applicant is seeking conditional use grant and site plan amendment approval to allow for a nightclub and retail store for the property located at 6400 W. Mequon Road.

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

No Public comment.

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

Attachment: Planning Comm_02.28.22 (7190 : Planning Commission meeting minutes of February 28, 2022)

Asst. Dir. Zader stated that this new use will be in the Wellness Building at Spur 16 in the former Pilates studio. There will be an outside pavilion for seating and the design will match the existing Public Market. The parking requirement is deemed adequate per a shared parking calculation provided by the applicant. The establishment will be open until midnight and will add vibrancy to the Town Center. The applicant has proposed string lighting which will require a waiver from the lighting code but the same string lighting was approved at the Public Market. The lights will be limited to 70 lumens per bulb and are not allowed to flash. Staff believes this will be a great addition to the Town Center and recommends approval based on the conditions in the report.

The applicant, Tej Hertejur, stated that this will be their second location. The Grafton business is solely a retail store and their customers have requested a bar. It was answered that there will not be food served on the premises.

Action
Ald. Strzelczyk made a motion to approve the conditional use grant per the conditions in the staff report.
Commissioner Lemke seconded the motion.
A voice vote was taken; vote passed (8-0)

d) Jennifer Atkielski for Superior Ambulance Service. The applicant is seeking conditional use grant approval to allow for a transportation terminal for the property located at 6100 W. Executive Drive.

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

No Public comment.

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

Asst. Dir. Zader stated that this is an unusual request and staff consulted with the City Attorney, who deemed that the use qualifies as a "transportation terminal" and is allowed in the zoning district. The use will occupy 4,500 sq. ft. in an existing multi-tenant building. Ambulatory services will be provided from this facility to Ozaukee and Milwaukee Counties. The operations will be 24/7 and there will not be sirens on as the ambulances leave the site until they are on the main road. No outdoors or overnight storage is allowed. They applicant meets all the requirements of the zoning code and staff believes this will be a good use in the Business Park.

The applicant from Superior Ambulance Services explained that they will provide transport emergency and non-emergency patients mainly to/from hospitals and extended care facilities. The proposed location enables them to provide rapid response time to the surrounding areas.

Attachment: Planning Comm_02.28.22 (7190 : Planning Commission meeting minutes of February 28, 2022)

There will be no more than 4 vehicles at the location at any one time and only 2 people at a time will be stationed there.

It was mentioned that they will need to meet state plan review requirements for the interior of the building in order to properly house the ambulatory vehicles.

Ald. Strzelczyk stated that he is concerned about the sirens negatively impacting the nearby residential neighborhoods and he only supports this use if it supports local residents.

Action
Commissioner Choren made a motion to approve the conditional use grant.
Commissioner Lemke seconded the motion.
A voice vote was taken; vote passed (7-1) (no: Strcelczyk)

RESULT:	**APPROVED [7 TO 1]**
MOVER:	Martin Choren, Commissioner
SECONDER:	Rick Lemke, Commissioner
AYES:	Wirth, Choren, Gentges, Hawley, Lemke, J. Schaefer, R. Schaefer
NAYS:	Strzelczyk
ABSENT:	Stoker

4) Regular Business

a) Robert Bach for P2 Development Company. The applicant is seeking certified survey map and building and site plan approval to combine 2 parcels to create 1-lot for the approval of 42-townhomes for the properties located at 11110-11112 & 11040 N. Buntrock Avenue.

Asst. Dir. Zader stated that the Planning Commission approved the PUD in September of 2021, and it was approved by the Common Council in November of 2021. There are a few minor changes since the November approval. The requested width waiver for the units to be less than 20 feet was not approved by the Council. As a result, the total number of units was reduced from 46-42.

He explained other changes that have been made including:

- Street parking along Buntrock will be the same pattern as the parking at Artesa.
- The street bump outs will also have the same pattern.
- Street trees and streetlights will match the Fowtown Brewery pattern.
- The dumpster has been relocated to a location with less visibility from the public.
- Chimney height and location has been changed.
- Changes to the building colors include a darker trim to create more contrast.
- Light fixtures have been added.
- There are two fixtures along the south property line that exceed the code requirement levels for trespass that will need to be relocated or eliminated.
- Some specimen changes have been required which shall match the Town Center Palette.

Attachment: Planning Comm_02.28.22 (7190 : Planning Commission meeting minutes of February 28, 2022)

- Trees to be added along the north and south property line borders.
- Additional stormwater management is required.

Staff supports the application subject to all the conditions in the report.

The applicant, Jamie Bach, stated that they have worked through many renditions of the proposed plans. He stated that due to the width issue, all of the bedrooms are located on the top floor with the living room and open concept kitchen on the first level. They are accepting of all the conditions in the staff report.

The Commission mentioned that a traffic study is still required and could affect the approvals. There was feedback that the darker trim contrasts are preferred and supported.

Action
Commissioner J. Schaefer made a motion to approve per the conditions in the staff report.
Ald. Strzelczyk seconded the motion.
A voice vote was taken; vote passed (8-0)

RESULT:	**APPROVED [8 TO 0]**
MOVER:	James Schaefer, Commissioner
SECONDER:	Robert Strzelczyk, Alderman
AYES:	Wirth, Strzelczyk, Choren, Gentges, Hawley, Lemke, J. Schaefer, R. Schaefer
ABSENT:	Stoker

b) Neumann Development. The applicant is seeking concept plan approval for a proposed 27-lot single-family residential development for the property located at 1310 W. Highland Road.

Asst. Dir. Zader stated this is a request for concept plan approval for a 27-lot residential single-family subdivision behind the new Ascension Hospital on Highland Road. The applicant preciously presented a different concept plan consisting of 60-lots on public sewer. The new proposed plan includes a waiver to allow for private onsite waterwaste disposal. This site was rezoned to the newly approved UCRC (Ulao Creek Residential Cluster) zoning district. The plan includes access from Port Washington Road and Highland Road.

One discrepancy is that the plan does not include active amenities which are required per the code. Staff recommends some amenities like a fire pit that would not take up much space. There will be a sidewalk that will connect to a multi-use path along Port Washington Road and Highland Road as well as a trail connection to the north that would connect to Ascension Hospital. Staff recommends a branch to Oriole Lane school property.

The applicant was represented by Brian Lindgren who stated that a lot of time has been spent on the revised concept plan to reduce the number of lots based on private onsite septic systems. He explained that if they do not receive the waiver from the Sewer Utility Commission, this concept plan will not be viable.

Attachment: Planning Comm_02.28.22 (7190 : Planning Commission meeting minutes of February 28, 2022)

There were some questions from the Commission directed to staff clarifying the requirements regarding the sewer service system. There was some feedback that the proposed concept plan with less density is preferred.

Action
Ald. Strzelczyk made a motion to approve the 27-lot concept plan.
Commissioner Gentges seconded the motion.
A voice vote was taken; vote passed (8-0)

RESULT:	**APPROVED [8 TO 0]**
MOVER:	Robert Strzelczyk, Alderman
SECONDER:	Dan Gentges, Commissioner
AYES:	Wirth, Strzelczyk, Bach, Choren, Gentges, Hawley, Lemke, J. Schaefer, R. Schaefer
ABSENT:	Stoker

c) Pointe Real Estate for Highlands of Mequon. The applicant is seeking a consultation for a 17-lot single family residential development for the property located east of 7980 W. Donges Bay Road.

Asst. Dir. Zader stated this is a consultation for a proposed 17-lot subdivision. This is 5 lots over the current yield which would be attained through the purchase of five TDR credits which would help to defray the cost of sewer and water. The current request would require rezoning the parcel as a TDR receiving site with a PUD. The applicant is attempting to incorporate elements of the Central Growth Overlay (CGO) zoning district in the plan. With the added density of the TDR credits, not all provisions of the CGO will be met.

On the northeast portion of the site there is a large specimen tree that should be preserved and will result in a slight bend in the road as it transitions from The Enclave to the proposed development. Staff recommends combining lots 13 & 14 to provide more open space. The applicant would like to keep 17 lots and is seeking feedback from the Commission.

Staff prefers to have the open space percentage as close to the code requirements as possible and is willing to concede on the lot sizes due to the use of the TDR credits to help achieve this. There was discussion about buffering some of the lots, especially the lots along the north property line.

Mayor Wirth commented that he believes the TDR credits are a great program that is not being used as well as it could be. Some believes that some compromises should be made but the essence of the proposed development should be retained. He believes preserving open space and fewer lots is a worthwhile tradeoff.

Commission feedback was positive regarding the use of the 5 TDR credits, the proposal is an attractive product, there will not be traffic problems, buffering for future developments should be in place and the specimen tree should be preserved.

Attachment: Planning Comm_02.28.22 (7190 : Planning Commission meeting minutes of February 28, 2022)

5) Announcements

The next meeting is Monday, March 21, 2022, at 6:00 p.m.

6) Adjourn

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

The meeting concluded at 7:10 p.m.

Respectfully Submitted,

Jac Zader

Attachment: Planning Comm_02.28.22 (7190 : Planning Commission meeting minutes of February 28, 2022)

City of Mequon

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PUBLIC WELFARE COMMITTEE
Tuesday, February 8, 2022
5:45 PM
Lower Conference Room

Minutes

1) Call to Order, Roll Call

Present:
Chair Mark Gierl
Alderman Glenn Bushee
Alderman Kathleen Schneider

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

2) Approval of Meeting Minutes
   a. January Meeting Minutes

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

AYES:	Gierl, Bushee, Schneider

3) Ordinances

Action requested: review and recommend approval

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

City Attorney Sajdak briefly explained the changes that were made. To address teenagers supervising, the code was changed to include a definition of responsible individuals to be 15 years of age or older. Also, the person supervising needed to be within 15 feet of the pool.

RESULT: **Approved by Voice Acclamation [2 to 1]**
MOVED BY: Alderman Bushee
SECONDED BY: Alderman Gierl

AYES:	Gierl, Bushee
NAYS:	Schneider

4) Work Calendar

Attachment: Pub Welfare Mtg Minutes feb 8 2022 (7186 : Public Welfare Committee meeting minutes of February 8, 2022)

(1) The Architectural Board
(2) Bee City

5) Adjourn

Alderwoman Schneider moved to adjourn at 5:50 P.M. Alderman Bushee seconded.

Respectfully Submitted,

Carrie Enea
Executive Assistant

Attachment: Pub Welfare Mtg Minutes feb 8 2022 (7186 : Public Welfare Committee meeting minutes of February 8, 2022)

City of Mequon

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Public Works Department

Attachment: 12-14-21 Mins_Public Works (7181 : Public Works Committee meeting minutes of December 14, 2021)

PUBLIC WORKS COMMITTEE
Tuesday, December 14, 2021
6:30 PM
South Conference Room

Minutes

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

Present:
Chair Dale Mayr
Alderman Andrew Nerbun
Alderman Brian Parrish

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

2) Approval of Minutes

a. October 12, 2021 Minutes

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

AYES:	Mayr, Nerbun, Parrish

3) Resolutions
Action requested: review and recommend approval

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

Alderman Mayr inquired why the East Side Fire Station was not including in the bid.

Director of Public Works/City Engineer Lundeen stated the Fire Chief did not want a cleaning service for the building. Staff on-call is utilized to clean the facility.

RESULT:	**Approved [Unanimous]**
MOVED BY:	Alderman Nerbun

SECONDED BY: Alderman Parrish

AYES:	Mayr, Nerbun, Parrish

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

Director of Public Works/City Engineer Lundeen stated this was for cost of design of the project, if the OIT project would be approved and final the city would only be out cost to date and be able to terminate the agreement.

RESULT: **Approved [Unanimous]**
MOVED BY: Alderman Mayr
SECONDED BY: Alderman Nerbun

AYES:	Mayr, Nerbun, Parrish

4) Discussion Items

Discussion and Possible Action

a. I-43 North/South Corridor Project Public Information

Director of Public Works/City Engineer Lundeen provided the Committee with an update on the I-43 N/S Corridor Project and links for residents to contact or see how far the project is going.

b. Weight Restrictions on Highland Road and Lake Shore Drive

Director of Public Works/City Engineer Lundeen stated the signs were already up and staff would continue to monitor for any issues.

c. 2021 Drainage Capital Improvement Program (CIP) Update

Director of Public Works/City Engineer Lundeen updated the committee on the drainage CIP and consensus on if staff can prepare for the prioritization meeting in the spring and the general consensus with going forward with an RFP to look into the Ranch, Hickory, Chestnut item.

d. 2021 Road Improvements Contract Summary

Director of Public Works/City Engineer Lundeen provided an update to the Annual Report of the Road Improvements Summary for 2021.

e. EAB Quarterly Update 12/21

Director of Public Works/City Engineer Lundeen updated the committee on the EAB project and that staff is moving into removals in the secondary tree areas along with improving communication with residents.

Attachment: 12-14-21 Mins_Public Works (7181 : Public Works Committee meeting minutes of December 14, 2021)

f. WisDOT Quarterly Update

Director of Public Works/City Engineer Lundeen provided a quarterly update to the WisDot project.

g. 2021 Work Plan (12.14.21)

Director of Public Works/City Engineer Lundeen provided the 2021 Work Plan for review.

5) Adjourn

a. Motion to Adjourn at 7:23 PM.

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

AYES:	Mayr, Nerbun, Parrish

Respectfully Submitted,

Casey Deuster
Administrative Assistant

Attachment: 12-14-21 Mins_Public Works (7181 : Public Works Committee meeting minutes of December 14, 2021)

City of Mequon

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Public Works/Engineering
Taped and Televised

SEWER UTILITY DISTRICT COMMISSION
Tuesday, December 14, 2021
7:30 PM
Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call
Commissioner Wirth called the meeting to order at 7:32 PM.

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

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

2) Approval of Meeting Minutes

a. November 9, 2021 Minutes

RESULT:	**Approved [Unanimous]**
MOVED BY:	Commissioner Strzelczyk
SECONDED BY:	Commissioner Schneider

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

3) Resolutions

Action requested: review and recommend approval

Attachment: 12-14-21 Mins_Sewer Utility District Commission (7178 : Sewer Utility District Commission meeting minutes of December 14, 2021

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

RESULT: **Approved [Unanimous]**
MOVED BY: Commissioner Strzelczyk
SECONDED BY: Commissioner Bushee

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

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

RESULT: **Approved [Unanimous]**
MOVED BY: Commissioner Nerbun
SECONDED BY: Commissioner Schneider

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

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

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

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

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

RESULT: **Approved [Unanimous]**
MOVED BY: Commissioner Mayr
SECONDED BY: Commissioner Schneider

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

Attachment: 12-14-21 Mins_Sewer Utility District Commission (7178 : Sewer Utility District Commission meeting minutes of December 14, 2021

4) Adjourn

a. Motion to Adjourn at 7:33 PM.

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

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

Respectfully Submitted,

Casey Deuster
Administrative Assistant

Attachment: 12-14-21 Mins_Sewer Utility District Commission (7178 : Sewer Utility District Commission meeting minutes of December 14, 2021

City of Mequon

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Public Works/Engineering
Taped and Televised

SEWER UTILITY DISTRICT COMMISSION
Tuesday, January 11, 2022
7:15 PM
Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call
Commissioner Wirth called the meeting to order at 7:54 PM.

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

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

2) Approval of Meeting Minutes

a. December 14, 2021 Minutes

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

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

3) Resolutions

Action requested: review and recommend approval

Attachment: 01-11-22 Mins_Sewer Utility District Commission (7178 : Sewer Utility District Commission meeting minutes of December 14, 2021

a. **RESOLUTION 3911** A Resolution Approving Award of a Consulting Agreement for Revising the Sanitary Sewer Utility's Hydraulic Model and Preparing Cost Estimates for Improvements to the East Trunk System North of Mequon Road to Brown and Caldwell, Milwaukee, Wisconsin in the Amount of $213,063

RESULT: **Approved [Unanimous]**
MOVED BY: Commissioner Bushee
SECONDED BY: Commissioner Nerbun

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

4) Adjourn

a. Motion to Adjourn at 7:56 PM.

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

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

Respectfully Submitted,

Casey Deuster
Administrative Assistant

Attachment: 01-11-22 Mins_Sewer Utility District Commission (7178 : Sewer Utility District Commission meeting minutes of December 14, 2021

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: **Cole McCraw, Assistant City Engineer**
DATE: **April 12, 2022**
SUBJECT: **RESOLUTION 3934 A Resolution Approving a Certified Survey Map for the Property at 12650 N. Wasaukee Road Dedicating Public Right-of-Way Along North Wasaukee Road and West Highland Road**

Background

The certified survey map is being forwarded to the Common Council for final approval due to the dedication of right-of-way. The result of the certified survey serves to dedicate 107,050 square feet of public road right-of-way along North Wasaukee Road and West Highland Road.

Under state law, the Common Council must approve any dedication of road right-of-way. Accordingly, it is recommended that the Common Council approve the attached certified survey map and resulting road dedication.

Fiscal Note

This proposed resolution is fiscally neutral.

Recommendation

The Planning Commission recommended approval on March 21, 2022, by a vote of 5-0.

Attachments:
Exhibit A: Zoning Map (PDF)
Exhibit B: CSM (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3934

A Resolution Approving a Certified Survey Map for the Property at 12650 N. Wasaukee Road Dedicating Public Right-of-Way Along North Wasaukee Road and West Highland Road

RECITALS

A. The Planning Commission granted Certified Survey Map approval for the property on March 21, 2022.

B. The Common Council granted approval of the Certified Survey Map on April 12, 2022.

C. The Certified Survey Map dedicates 107,050 square feet of public right-of-way along North Wasaukee Road and West Highland Road.

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

1. The attached Certified Survey Map is hereby approved and the appropriate City officials are hereby authorized to sign this agreement upon the completion of all required conditions approved by the Planning Commission on March 21, 2022.

2. The Certified Survey Map shall be recorded with the Ozaukee County Register of Deeds.

_____
Approved by: John Wirth, Mayor

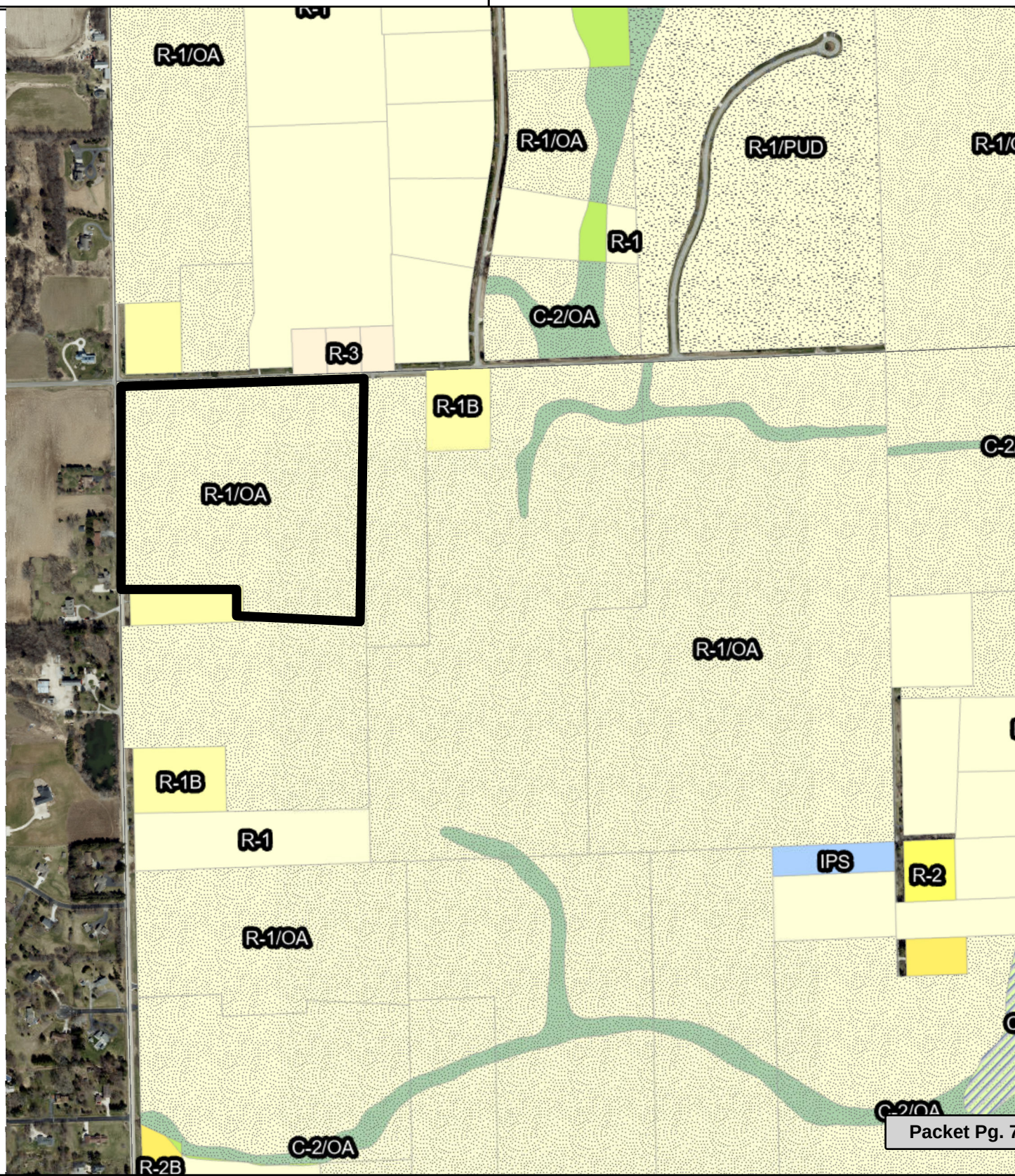
Date Approved: April 12, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 12, 2022.

_____
Caroline Fochs, City Clerk

SAMANTHA AND JASON CAULFIELD

AC	Arrival Corridor	IPS	Institutional & Public Service
A-1	Agricultural Preserve	NC	Neighborhood Commercial
A-2	General Agricultural	OA	Agricultural Overlay
B-1	Neighborhood Business	PUD	Planned Unit Development Overlay
B-2	Community Business	P-1	Park & Recreation
B-3	Office & Service Business	R-1	Single-Family Residential (5 Ac. Min.)
B-4	Business Park	R-1B	Single-Family Residential (2.5 Ac. Min.)
B-5	Light Industrial	R-2	Single-Family Residential (2 Ac. Min.)
B-6	Rural Industrial	R-2B	Single-Family Residential (1.5 Ac. Min.)
B-7	Rural Business	R-3	Single-Family Residential (1 Ac. Min.)
C-1	Shoreland/Wetland Conservancy	R-4	Single-Family Residential (3/4 Ac. Min.)
C-2	General Conservancy	R-5	Single-Family Residential (1/2 Ac. Min.)
CGO	Central Growth Overlay	R-6	Single-Family Residential (4 DU/Ac.)
FFO	Flood Fringe Overlay	RM	Multi-Family Residential
FW	Floodway	TC	Town Center
IPS	Institutional & Public Service	TDR	Transfer of Development Rights



Attachment: Exhibit A: Zoning Map (RESOLUTION 3934 : Caufield CSM)

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, IN TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

0 200 300 400 600

SCALE 1" = 200'

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

NW. CORNER OF THE NW. 1/4 OF SECTION 18-9-21 BERNTSEN ALUMINUM MONUMENT

NORTH LINE OF THE NW. 1/4 OF SECTION 18-9-21

HIGHLAND ROAD
N87°55'16"E 1323.19'

N87°55'16"E 1273.09'

40.0'

DEDICATED TO THE CITY OF MEQUON FOR PUBLIC ROAD PURPOSES (107,050 sq. ft.)

WEST LINE OF THE NW. 1/4 OF SECTION 18-9-21

50.0'

WASAUKEE ROAD
N1°04'32"W 1122.48'

1082.50'

N1°04'32"W

OWNERS :
JOHNETTE CAULFIELD
12608 WASAUKEE ROAD
MEQUON, WI. 53097

HIGHLAND ROAD
WASAUKEE ROAD
N

LOCATION MAP
NORTHWEST 1/4 SEC. 18-9-21
(SCALE 1"=2000')

LOT 1
1,290,961± SQ. FT.
29.636± ACRES

SHED
HOUSE #12650
BARN
SHED
SHED

NOTES :
1. THIS PROPERTY IS ALSO SUBJECT TO EASEMENTS OF RECORD.
2. THIS PROPERTY IS PRESENTLY ZONED; R-1/OA

SETBACK NOTE :
FRONT YARD = 100.0'
REAR YARD = 30.0'
SIDE YARD = 30.0'

HATCHED AREA DENOTES 20' WIDE ACCESS EASEMENT, TO BE CREATED UNDER A SEPARATE DOCUMENT, BY OTHERS

2645.05' TOTAL

N1°04'32"W

50.01'

609.99'

10.0'

20.0'

S1°04'32"E 130.05'

N87°56

50'

S87°56'48"W 660.00'
(S89°01'20"W)

C.S.M. NO. 843

LOT 2
217,939± SQ. FT.
5.003 acres

N1°04'32"W 200.00'
(NORTH)

S87°56'4

UNPLATTED LANDS

N

LEGEND

SW. CORNER OF THE NW. 1/4 OF SECTION 18-9-21 BERNTSEN ALUMINUM MONUMENT

O -DENOTES 1.315"X18" STEEL PIPE WEIGHING 1.13 LBS. PER LINEAL FOOT (SET)

● -DENOTES 1.3" STEEL PIPE (FOUND)

-SOIL TEST LOCATION

( ) -DENOTES ALSO RECORDED AS

ALL BEARINGS REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (WEST LINE OF THE NW. 1/4 OF SECTION 18-9-21 WHICH BEARS N1°04'32"W)

WISCONSIN
JAMES G. SCHNEIDER
S-2127
MEQUON
WI
LAND SURVEYOR

5/17/2021

THIS INSTRUMENT DRAFTED BY JAMES G. SCHNEIDER

SHEET 1 OF 4 SHEETS

Attachment: Exhibit B: CSM (RESOLUTION 3934 : Caufield CSM)

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, IN TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

0 200 300 400 600

SCALE 1" = 200'

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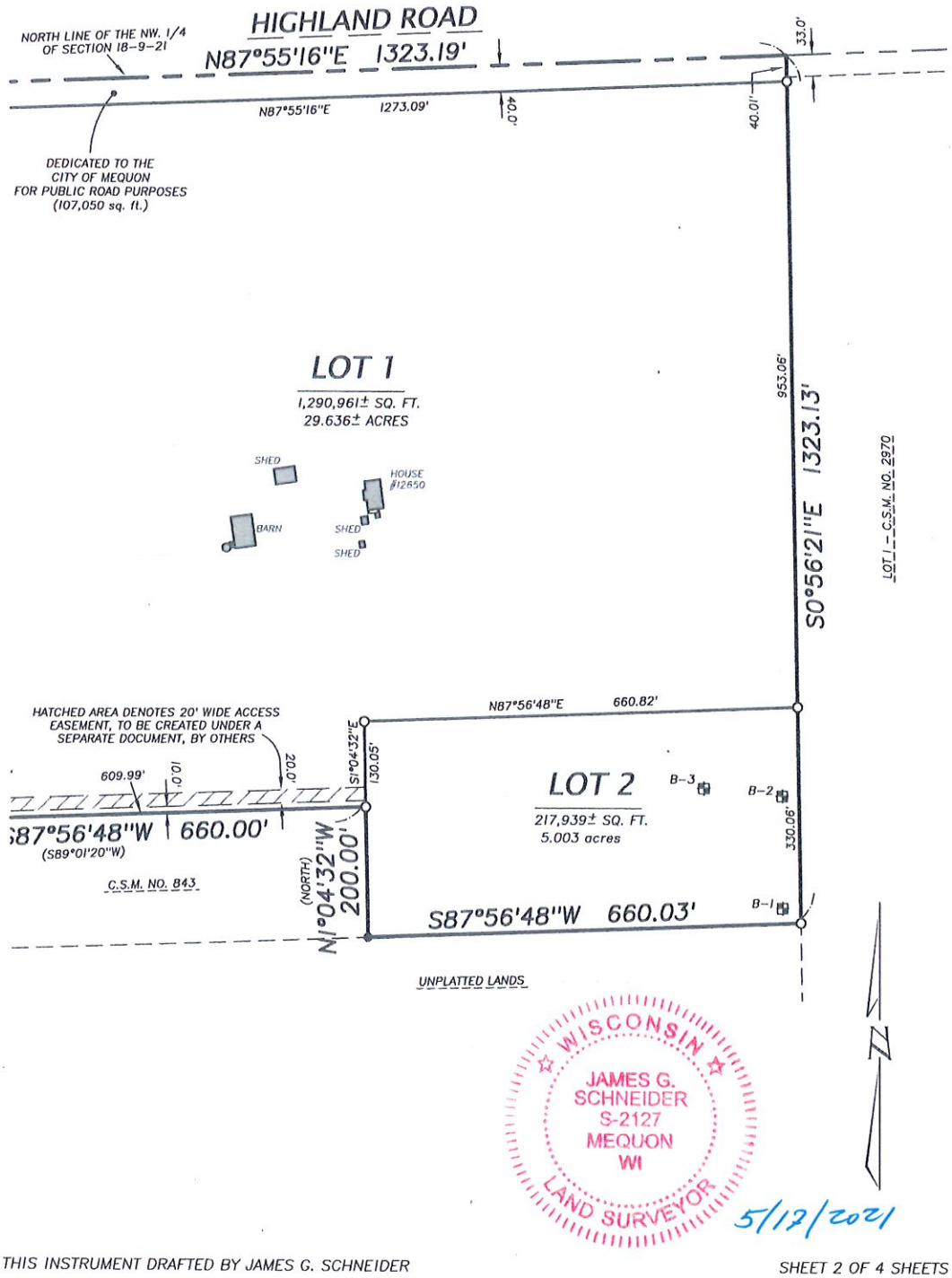


THIS INSTRUMENT DRAFTED BY JAMES G. SCHNEIDER

SHEET 2 OF 4 SHEETS

Attachment: Exhibit B: CSM (RESOLUTION 3934 : Caufield CSM)

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, IN TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, James G. Schneider, Professional Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped the following parcel of land:

Part of the Northwest 1/4 of the Northwest 1/4 of Section 18, in Town 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of the Northwest 1/4 of said Section 18; thence N87°55'16"E along the North line of said 1/4 Section, 1323.19 feet to a point in the Northerly extension of the West line of Lot 1 of Certified Survey Map No. 2970; thence S0°56'21"E along the West line said Lot 1, 1323.13 feet; thence S87°56'48"W, 660.03 feet to the Southeast corner of Certified Survey Map No. 843; thence N1°04'32"W along the East line of Certified Survey Map No. 843, 200.00 feet to the Northeast corner of Certified Survey Map No. 843; thence S87°56'48"W along the North line of Certified Survey Map No. 843, 660.00 feet to a point in the West line of the Northwest 1/4 of said Section 18; thence N1°04'32"W along the West line of said 1/4 Section, 1122.48 feet to the point of commencement.

Said lands containing 37.097 acres of land, more or less.

That I have made such survey, land division, and plat at the direction of Johnette L. Caulfield, OWNER of said lands.

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

That I have complied with Section 236.34 of the Wisconsin Statutes and the requirements of the City of Mequon.

5/19/2021

James G. Schneider S-2127

This instrument was drafted by James G. Schneider

Attachment: Exhibit B: CSM (RESOLUTION 3934 : Caufield CSM)

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, IN TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

OWNER'S CERTIFICATE

I, Johnette L. Caulfield, OWNER, do hereby certify: THAT, I have caused the lands described in the foregoing certificate of James G. Schneider, Surveyor, to be surveyed, divided, mapped and dedicated.

_____ _____
Witness Johnette L. Caulfield

WITNESS the hand and seal of said OWNERS on this ____ day of _____ 20__.

STATE OF WISCONSIN)
OZAUKEE COUNTY)ss
PERSONALLY came before me on this _____ day of _____,20____ Johnette L. Caulfield, to me known to be the person who executed the foregoing certificate and acknowledged the same.

_____ My Commission expires _____
Notary Public

CITY OF MEQUON PLAN COMMISSION APPROVAL

APPROVED by the City of Mequon Plan Commission on this _____ day of _____ 20____.

_____ _____
Chairman Secretary

COMMON COUNCIL CERTIFICATE OF APPROVAL

I certify that this Certified Survey Map was approved under Resolution File No. _____, adopted by the Common Council of Mequon on _____, and does hereby accept the dedication of road right of way for Wasaukee Road and Highland Road as depicted on face of this map.

_____ _____
City Clerk John Wirth, Mayor

WISCONSIN
JAMES G. SCHNEIDER S-2127 MEQUON WI
LAND SURVEYOR

5/19/2021

This instrument was drafted by James G. Schneider

Attachment: Exhibit B: CSM (RESOLUTION 3934 : Caufield CSM)

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: **Cole McCraw, Assistant City Engineer**
DATE: **April 12, 2022**
SUBJECT: **RESOLUTION 3935 A Resolution Approving a Certified Survey Map for the Property at 12535 N. Lake Shore Drive Dedicating Public Right-of-Way Along North Lake Shore Drive**

Background

The certified survey map is being forwarded to the Common Council for final approval due to the dedication of right-of-way. The result of the certified survey serves to dedicate 3,005 square feet of public road right-of-way along North Lake Shore Drive.

Under state law, the Common Council must approve any dedication of road right-of-way. Accordingly, it is recommended that the Common Council approve the attached certified survey map and resulting road dedication.

Fiscal Note

This proposed resolution is fiscally neutral.

Recommendation

The Planning Commission recommended approval on March 21, 2022, by a vote of 5-0.

Attachments:
Exhibit A: Zoning Map (PDF)
Exhibit B: CSM (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3935

A Resolution Approving a Certified Survey Map for the Property at 12535 N. Lake Shore Drive Dedicating Public Right-of-Way Along North Lake Shore Drive

RECITALS

A. The Planning Commission granted Certified Survey Map approval for the property on March 21, 2022.

B. The Common Council granted approval of the Certified Survey Map on April 12, 2022.

C. The Certified Survey Map dedicates 3,005 square feet of public right-of-way along North Lake Shore Drive.

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

1. The attached Certified Survey Map is hereby approved and the appropriate City officials are hereby authorized to sign this agreement upon the completion of all required conditions approved by the Planning Commission on March 21, 2022.

2. The Certified Survey Map shall be recorded with the Ozaukee County Register of Deeds.

_____
Approved by: John Wirth, Mayor

Date Approved: April 12, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 12, 2022.

_____
Caroline Fochs, City Clerk

MIKKELSON

AC	Arrival Corridor	IPS	Institutional & Public Service
A-1	Agricultural Preserve	NC	Neighborhood Commercial
A-2	General Agricultural	OA	Agricultural Overlay
B-1	Neighborhood Business	PUD	Planned Unit Development Overlay
B-2	Community Business	P-1	Park & Recreation
B-3	Office & Service Business	R-1	Single-Family Residential (5 Ac. Min.)
B-4	Business Park	R-1B	Single-Family Residential (2.5 Ac. Min.)
B-5	Light Industrial	R-2	Single-Family Residential (2 Ac. Min.)
B-6	Rural Industrial	R-2B	Single-Family Residential (1.5 Ac. Min.)
B-7	Rural Business	R-3	Single-Family Residential (1 Ac. Min.)
C-1	Shoreland/Wetland Conservancy	R-4	Single-Family Residential (3/4 Ac. Min.)
C-2	General Conservancy	R-5	Single-Family Residential (1/2 Ac. Min.)
CGO	Central Growth Overlay	R-6	Single-Family Residential (4 DU/Ac.)
FFO	Flood Fringe Overlay	RM	Multi-Family Residential
FW	Floodway	TC	Town Center
IPS	Institutional & Public Service	TDR	Transfer of Development Rights

Attachment: Exhibit A: Zoning Map (RESOLUTION 3935 : Mikkelson Lake Shore Drive CSM)

CERTIFIED SURVEY MAP NO. _____

PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, TOWN 9 NORTH, RANGE 22 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

0 200 300 400 600

SCALE 1" = 200'

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

OWNER :
LM DEVELOPERS, LLC
c/o JOHN MIKKELSON
1025 W. GLEN OAKS LN.
MEQUON WI 53092

SETBACK NOTE :
FRONT YARD = 50.0'
REAR YARD = 25.0'
SIDE YARD = 25.0'

N

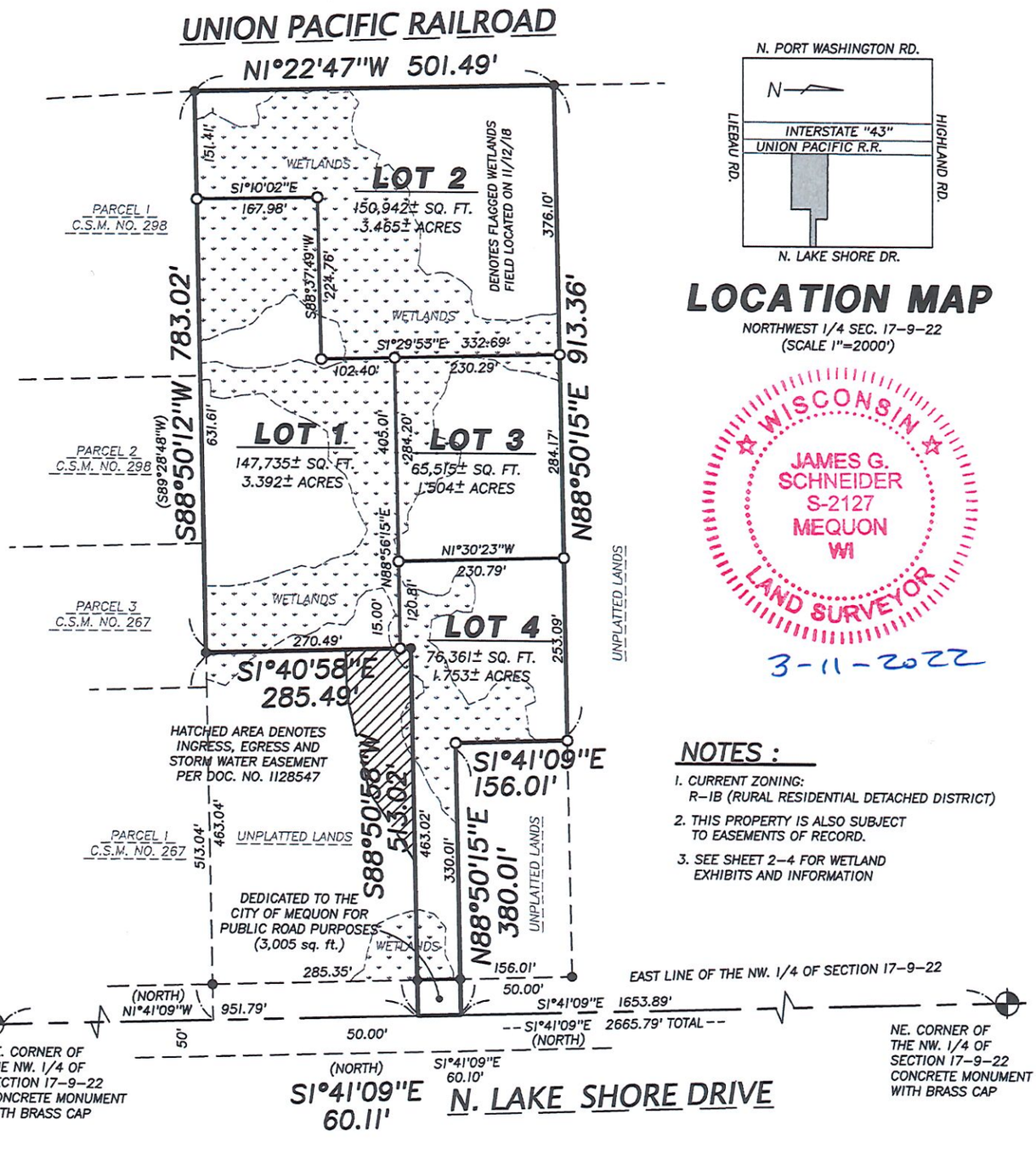
LEGEND :

○ –DENOTES 1.315"X18" STEEL PIPE WEIGHING 1.13 LBS. PER LINEAL FOOT (SET)

● –DENOTES STEEL PIPE (FOUND)

( )–DENOTES ALSO RECORDED AS

ALL BEARINGS REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (EAST LINE OF THE NW. 1/4 OF SECTION 17–9–22 WHICH BEARS S1°41'09"E)



LOCATION MAP
NORTHWEST 1/4 SEC. 17–9–22
(SCALE 1"=2000')

WISCONSIN
JAMES G. SCHNEIDER S-2127 MEQUON WI
LAND SURVEYOR

3-11-2022

NOTES :

1. CURRENT ZONING: R–1B (RURAL RESIDENTIAL DETACHED DISTRICT)
2. THIS PROPERTY IS ALSO SUBJECT TO EASEMENTS OF RECORD.
3. SEE SHEET 2–4 FOR WETLAND EXHIBITS AND INFORMATION

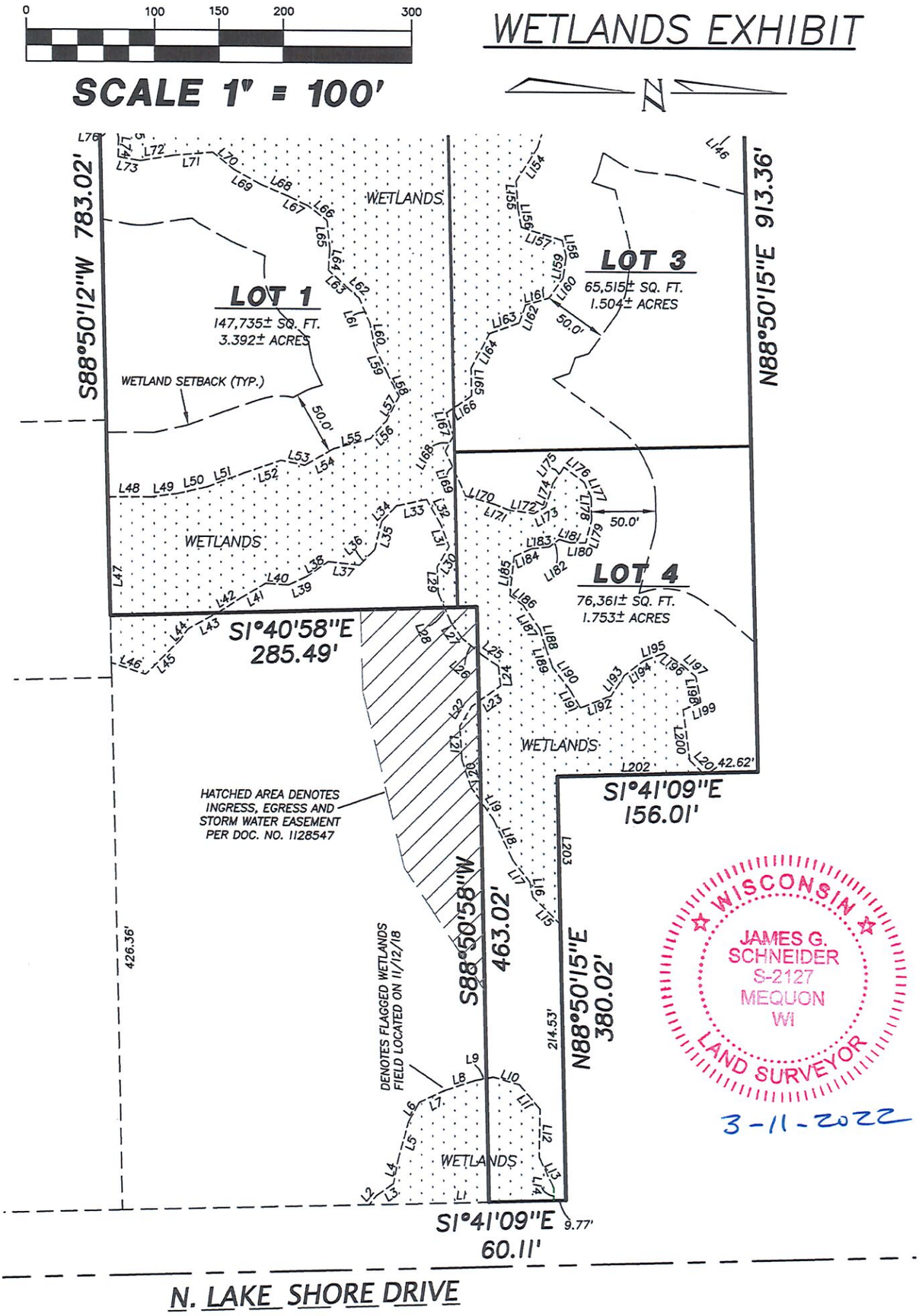
THIS INSTRUMENT DRAFTED BY JAMES G. SCHNEIDER

SHEET 1 OF 7 SHEETS

Attachment: Exhibit B: CSM (RESOLUTION 3935 : Mikkelson Lake Shore Drive CSM)

CERTIFIED SURVEY MAP NO. _____

PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, TOWN 9 NORTH, RANGE 22 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.



THIS INSTRUMENT DRAFTED BY JAMES G. SCHNEIDER

SHEET 2 OF 7 SHEETS

CERTIFIED SURVEY MAP NO. _____

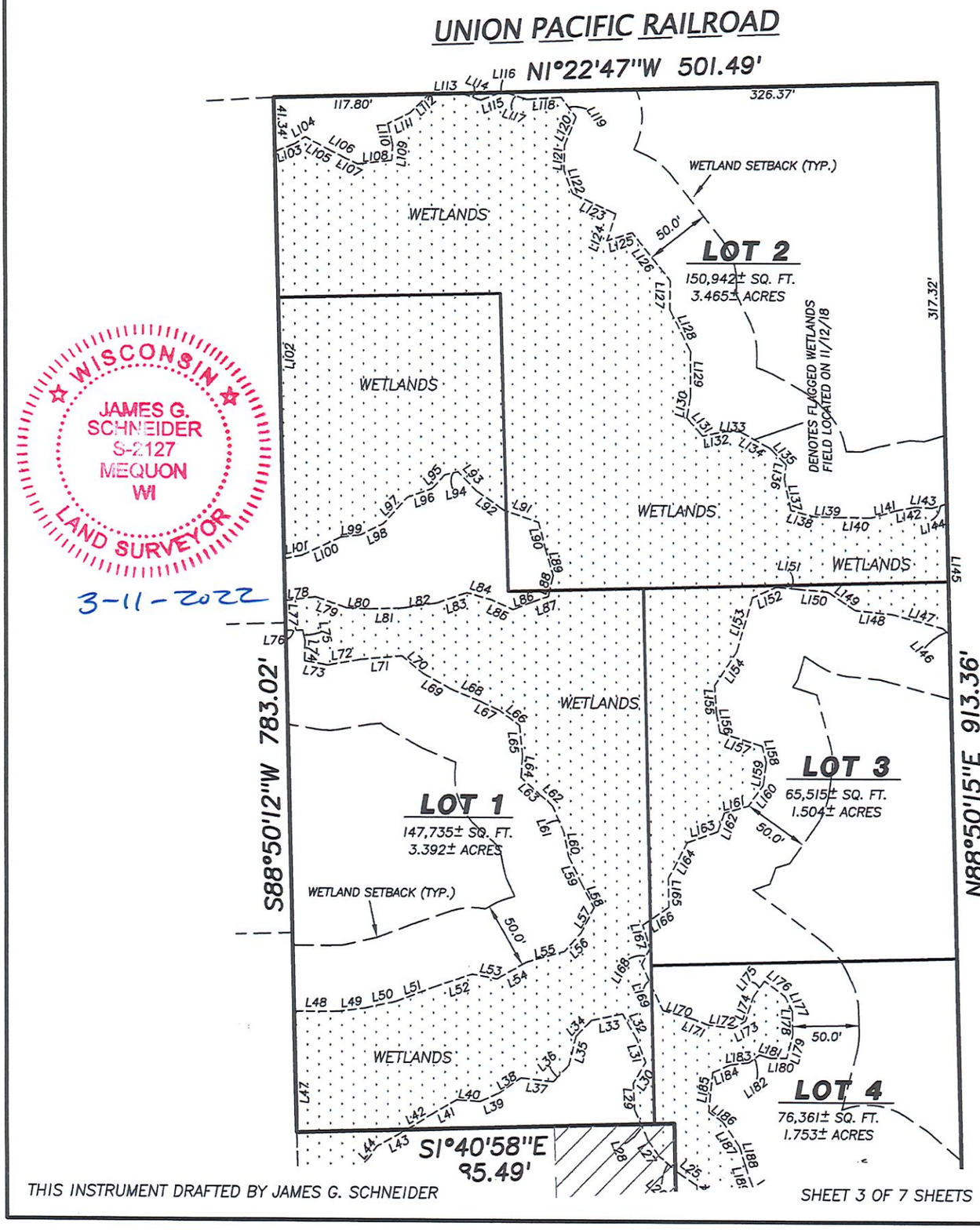
PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, TOWN 9 NORTH, RANGE 22 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

0 100 150 200 300

SCALE 1" = 100'

WETLANDS EXHIBIT

N



WISCONSIN
JAMES G. SCHNEIDER
S-2127
MEQUON
WI
LAND SURVEYOR

3-11-2022

THIS INSTRUMENT DRAFTED BY JAMES G. SCHNEIDER

SHEET 3 OF 7 SHEETS

CERTIFIED SURVEY MAP NO. _____

PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, TOWN 9 NORTH, RANGE 22 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

WETLAND LINE TABLE		
LINE	LENGTH	BEARING
L1	143.90'	S01°41'09"E
L2	9.00'	N50°40'32"W
L3	16.34'	N35°25'28"W
L4	20.37'	N79°19'12"W
L5	29.68'	N74°34'47"W
L6	17.37'	N61°06'09"W
L7	21.95'	N25°36'22"W
L8	25.11'	N18°17'07"W
L9	14.36'	N10°27'30"W
L10	20.97'	N15°24'48"E
L11	24.87'	N49°38'28"E
L12	37.71'	S88°54'48"E
L13	26.60'	N64°14'53"E
L14	9.84'	S89°05'31"E
L15	30.61'	S45°02'22"W
L16	11.68'	S78°28'42"W
L17	21.57'	S52°05'07"W
L18	35.45'	S64°24'23"W
L19	30.06'	S54°47'44"W
L20	21.91'	S71°05'20"W
L21	26.54'	S86°30'02"W
L22	18.40'	N59°29'30"W
L23	27.53'	N35°28'39"W
L24	15.13'	S84°09'51"W
L25	16.64'	S34°10'03"W
L26	18.63'	S39°47'22"W
L27	15.04'	S54°08'57"W
L28	25.07'	S66°15'18"W
L29	19.90'	S87°54'45"W
L30	18.66'	N60°04'15"W
L31	19.79'	S69°25'35"W
L32	21.24'	S60°33'02"W
L33	23.82'	S12°17'56"E
L34	17.14'	S46°10'12"E
L35	22.89'	S76°09'59"E
L36	16.91'	S46°24'57"E
L37	24.65'	S06°10'42"W
L38	20.17'	S35°20'22"E
L39	15.81'	S24°21'14"E
L40	17.65'	S03°36'57"W
L41	22.39'	S30°30'09"E
L42	19.66'	S32°48'00"E
L43	28.31'	S28°46'02"E
L44	11.24'	S54°50'17"E
L45	37.28'	S44°45'47"E
L46	28.13'	S18°11'09"W
L47	129.13'	S88°50'06"W
L48	34.09'	N00°15'56"W
L49	19.78'	N07°55'07"W
L50	23.85'	N12°36'53"W
L51	32.83'	N20°54'28"W
L52	28.67'	N18°49'43"W
L53	18.99'	N10°43'40"E
L54	25.99'	N29°45'38"W
L55	29.65'	N16°03'13"W
L56	18.39'	N47°38'34"W
L57	21.59'	N62°36'37"W
L58	19.44'	S62°37'56"W
L59	24.12'	S64°33'28"W
L60	18.04'	S78°57'15"W
L61	21.69'	S66°39'31"W
L62	11.52'	S41°02'56"W
L63	20.39'	S42°07'02"W
L64	16.49'	N85°48'49"W
L65	22.76'	S84°25'47"W
L66	18.53'	S37°06'37"W
L67	16.48'	S25°40'22"W
L68	24.14'	S22°50'50"W
L69	23.25'	S29°05'37"W
L70	21.43'	S39°14'55"W
L71	30.38'	S04°59'49"E
L72	26.23'	S09°41'43"E
L73	17.59'	S09°55'52"W
L74	15.15'	N88°55'20"W
L75	8.13'	S77°46'01"W
L76	12.79'	S00°51'31"E
L77	22.42'	S88°50'12"W
L78	23.22'	N07°16'39"W

WETLAND LINE TABLE		
LINE	LENGTH	BEARING
L79	25.11'	N19°08'08"E
L80	16.43'	N02°40'56"E
L81	25.81'	N01°48'58"W
L82	25.75'	N08°33'25"W
L83	24.23'	N19°06'47"W
L84	18.98'	N15°30'54"E
L85	18.32'	N23°56'44"E
L86	17.39'	N21°19'45"W
L87	11.04'	N19°24'07"W
L88	15.84'	N76°37'43"W
L89	20.18'	S73°42'17"W
L90	21.44'	S75°49'14"W
L91	27.93'	S19°26'58"W
L92	25.90'	S35°20'57"W
L93	19.33'	S45°57'13"W
L94	10.05'	S13°21'01"E
L95	13.87'	S47°23'25"E
L96	20.13'	S19°37'27"E
L97	27.43'	S47°51'28"E
L98	19.10'	S26°05'10"E
L99	15.19'	S07°16'22"E
L100	31.97'	S25°11'08"E
L101	14.05'	S11°30'23"E
L102	307.50'	S88°50'12"W
L103	16.77'	N21°47'36"W
L104	9.10'	N33°11'58"W
L105	20.28'	N28°33'30"E
L106	13.00'	N26°49'59"E
L107	10.96'	N25°33'11"E
L108	25.83'	N06°04'56"W
L109	11.57'	N85°22'12"W
L110	16.77'	S77°10'13"W
L111	18.36'	N25°19'27"W
L112	21.02'	N44°40'25"W
L113	24.78'	N01°22'47"W
L114	14.98'	N20°10'09"E
L115	16.17'	N21°16'31"W
L116	3.41'	N01°22'47"W
L117	17.30'	N17°40'13"E
L118	25.81'	N03°33'47"W
L119	18.76'	N53°09'14"E
L120	23.03'	S67°54'49"E
L121	19.02'	S88°17'41"E
L122	18.66'	N69°09'57"E
L123	36.00'	N25°08'03"E
L124	21.21'	S71°48'09"E
L125	19.90'	N18°11'21"W
L126	45.98'	N51°39'55"E
L127	22.07'	S89°07'58"E
L128	34.96'	N63°29'45"E
L129	33.86'	S89°49'08"E
L130	16.58'	S80°26'50"E
L131	17.90'	N48°35'59"E
L132	18.31'	N11°29'54"W
L133	10.53'	N01°45'26"E
L134	25.88'	N29°22'33"E
L135	17.18'	N45°55'02"E
L136	10.74'	S81°46'02"E
L137	24.10'	N78°31'55"E
L138	18.00'	N15°15'53"E
L139	18.15'	N01°49'30"E
L140	25.38'	N00°32'55"E
L141	18.07'	N16°23'18"W
L142	15.90'	N11°53'07"W
L143	13.04'	N03°21'30"E
L144	11.61'	N16°14'12"W
L145	98.62'	N88°50'15"E
L146	6.83'	S44°20'31"W
L147	39.90'	S15°06'05"W
L148	27.69'	S05°49'42"W
L149	25.39'	S33°04'13"W
L150	21.56'	S05°04'16"W
L151	17.08'	S05°04'26"W
L152	19.76'	S23°24'46"E
L153	42.47'	S73°39'08"E
L154	30.79'	S57°00'58"E
L155	20.85'	N86°38'43"E
L156	15.23'	N79°21'04"E

WETLAND LINE TABLE		
LINE	LENGTH	BEARING
L157	33.12'	N17°31'58"E
L158	12.84'	N75°16'07"E
L159	17.46'	S81°55'32"E
L160	18.90'	S54°27'15"E
L161	19.02'	S16°25'51"E
L162	14.86'	S70°25'48"E
L163	24.56'	S19°38'34"E
L164	30.83'	S62°15'14"E
L165	21.76'	N89°16'05"E
L166	23.80'	S34°05'41"E
L167	18.35'	N72°38'18"E
L168	13.63'	S62°48'52"E
L169	37.99'	N65°20'02"E
L170	22.85'	N15°35'33"E
L171	12.82'	N21°58'15"E
L172	19.56'	N07°21'13"E
L173	10.44'	N30°23'08"W
L174	19.05'	N72°27'29"W
L175	15.31'	N55°41'29"W
L176	19.23'	N36°32'00"E
L177	12.90'	N63°52'05"E
L178	17.73'	N89°04'21"E
L179	18.58'	S75°29'14"E
L180	12.49'	S00°39'38"W
L181	8.27'	S15°59'25"W
L182	9.69'	S36°49'17"E
L183	14.24'	S06°43'04"E
L184	14.84'	S24°10'25"E
L185	30.35'	S83°58'43"E
L186	12.62'	N35°17'48"E
L187	22.56'	N55°05'28"E
L188	14.17'	N72°58'08"E
L189	16.98'	N70°33'04"E
L190	21.73'	N51°43'01"E
L191	16.41'	N59°16'33"E
L192	25.78'	N21°48'44"W
L193	18.90'	N56°26'43"W
L194	18.74'	N37°01'20"W
L195	17.09'	N20°30'42"W
L196	18.54'	N33°54'43"E
L197	11.69'	N40°24'11"E
L198	20.14'	N78°49'28"E
L199	14.98'	S23°04'28"E
L200	39.96'	N82°30'54"E
L201	14.38'	N43°21'14"E
L202	113.31'	S01°41'09"E
L203	115.49'	N88°50'15"E

WISCONSIN
JAMES G. SCHNEIDER
S-2127
MEQUON
WI
LAND SURVEYOR

3-11-2022

THIS INSTRUMENT DRAFTED BY JAMES G. SCHNEIDER

Attachment: Exhibit B: CSM (RESOLUTION 3935 : Mikkelson Lake Shore Drive CSM)

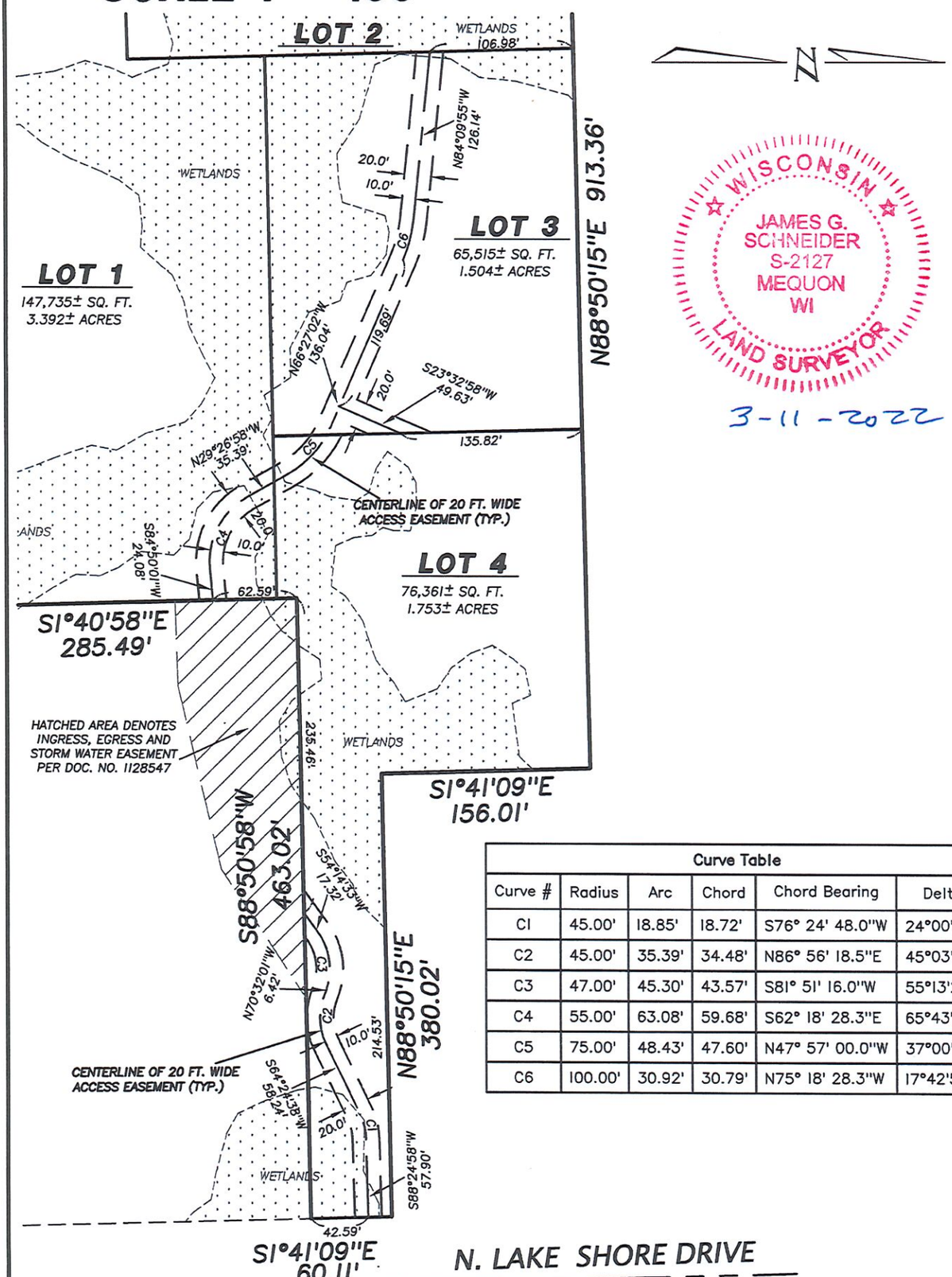
CERTIFIED SURVEY MAP NO. _____

PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, TOWN 9 NORTH, RANGE 22 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

20 FT. WIDE ACCESS EASEMENT EXHIBIT

0 100 150 200 300

SCALE 1" = 100'



N

WISCONSIN
JAMES G. SCHNEIDER
S-2127
MEQUON
WI
LAND SURVEYOR

3-11-2022

Curve Table					
Curve #	Radius	Arc	Chord	Chord Bearing	Delta
C1	45.00'	18.85'	18.72'	S76° 24' 48.0"W	24°00'20"
C2	45.00'	35.39'	34.48'	N86° 56' 18.5"E	45°03'21"
C3	47.00'	45.30'	43.57'	S81° 51' 16.0"W	55°13'26"
C4	55.00'	63.08'	59.68'	S62° 18' 28.3"E	65°43'01"
C5	75.00'	48.43'	47.60'	N47° 57' 00.0"W	37°00'04"
C6	100.00'	30.92'	30.79'	N75° 18' 28.3"W	17°42'53"

THIS INSTRUMENT DRAFTED BY JAMES G. SCHNEIDER

SHEET 5 OF 7 SHEETS

Attachment: Exhibit B: CSM (RESOLUTION 3935 : Mikkelson Lake Shore Drive CSM)

CERTIFIED SURVEY MAP NO. _____

PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, TOWN 9 NORTH, RANGE 22 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, James G. Schneider, Professional Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped the following parcel of land:

Part of the Southeast 1/4 of the Northwest 1/4 of Section 17, Township 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of the Northwest 1/4 of said Section 17; thence S1°41'09"E along the East line of said 1/4 Section, said line also being the centerline of Lake Shore Drive, 1653.89 feet to the point of beginning of lands to be described; thence continuing S1°41'09"E along the East line of said 1/4 Section, 60.11 feet; thence S88°50'58"W, 513.02 feet; thence S1°40'58"E, 285.49 feet to a point in the North line of Certified Survey Map No. 267; thence S88°50'12"W along the North line of Certified Survey Map No. 267 and Certified Survey Map No. 298, 783.02 feet to a point in the East right of way line of the Union Pacific Railroad, said point also being the Northwest corner of Parcel 1 of Certified Survey Map No. 298; thence N1°22'47"W along said East right of way line, 501.49 feet; thence N88°50'15"E, 913.36 feet; thence S1°41'09"E, 156.01 feet; thence N88°50'15"E, 380.01 feet to the point of beginning.

Said lands containing, 10.183 acres of land, more or less.

That I have made such survey, land division, and plat at the direction of the LM Developers, LLC, OWNERS of said lands.

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

That I have complied with Section 236.34 of the Wisconsin Statutes and the requirements of the City of Mequon.

3-11-2022

_____
James G. Schneider S-2127

This instrument was drafted by James G. Schneider

CERTIFIED SURVEY MAP NO. _____

PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, TOWN 9 NORTH, RANGE 22 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

CORPORATE OWNER'S CERTIFICATE

I, John Mikkelson (Managing Member) of LM Developers, LLC, OWNER, do hereby certify: THAT, I have caused the lands described in the foregoing certificate of James G. Schneider, Surveyor, to be surveyed, divided, mapped, and dedicated.

WITNESS the hand and seal of said OWNER on this _____ day of _____, 20___.

_____ _____
Witness John Mikkelson (Managing Member)

STATE OF WISCONSIN)
OZAUKEE COUNTY)ss
PERSONALLY came before me on this _____ day of _____, 20__ the above named John Mikkelson (Managing Member) to me known to be the person who executed the foregoing certificate and acknowledged the same.

_____ My Commission expires _____
Notary Public

CITY OF MEQUON PLAN COMMISSION APPROVAL
APPROVED by the City of Mequon Plan Commission on this _____ day of _____ 20____.

_____ _____
Chairman Secretary

COMMON COUNCIL CERTIFICATE OF APPROVAL
I certify that this Certified Survey Map was approved under Resolution File No. _____, adopted by the Common Council of Mequon on _____, and does hereby accept the dedication of road right of way for N. Lake Shore Drive as depicted on face of this map.

_____ _____
City Clerk Mayor

WISCONSIN
JAMES G. SCHNEIDER S-2127 MEQUON WI
LAND SURVEYOR
3-11-2022

This instrument was drafted by James G. Schneider

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

www.ci.mequon.wi.us **Office of Community Development**

TO: **Common Council**
FROM: **Jac Zader, Assistant Director Community Development**
DATE: **April 12, 2022**
SUBJECT: **ORDINANCE 2022-1620 An Ordinance Amending Chapter 58 of the Mequon Municipal Code to Rezone the 86-Acre Parcel Located on the West Side of Swan Road, North of County Line Road from R-1 (5-Acre) to R-3 (1-Acre) with a CGA (Central Growth Area) Overlay and Amend the City's Land Use Plan Map from Rural Residential to Residential 1-Acre, in Connection with an 83-Lot Single-Family Residential Development**

Background

The applicant, Point Real Estate, is requesting rezoning, a land use plan amendment, and concept plan approval for an 83-lot conservation subdivision development on 86 acres of land on the property immediately south of and west of 10129 N. Swan Road. The applicant is seeking to rezone the parcel from R-1 (Single Family 5 Acre) to R-3 (Single Family 1-Acre) with a Central Growth Overlay. The developer's concept plan results in a density of one (1) dwelling unit per 1.02 acres. The cluster design plan proposes lots ranging from .50 - .71 acres in size (average is .53 acres) and is served by a public road. The zoning change will require an amendment to the Sewer Service Area.

Analysis

The concept plan complies with all the requirements of the CGA (Central Growth Overlay) Zoning District with lots ranging from ½ to ¾ acre. There is one large lot at the far northeast corner of the parcel separated from the other lots in the development that is 1.68 acres in size. The proposed road network shows two connections to Huntington Park to the west. The plan shows a path connecting to the roadway at the east end of the subdivision in two locations.

The proposed concept plan shows that all of the existing wetlands are within the subdivision's common space. Staff is supportive of the efforts made by the developer to keep the wetland areas in the common open space. The plan does not show the required wetland setback. Based on the proximity of the wetlands to the proposed lots, it appears the wetland setback will be located in the common open space. Staff added as a condition of approval that the setback be shown on the preliminary plat and that it be located in the common open space. There are two small wetlands that are proposed to be filled as part of the project.

OPEN SPACES:
Based on calculations provided by the developer, the subdivision contains 35.6% open space which exceeds the 30% requirement of the Central Growth Overlay zone. The developer has

enhanced the open space areas by adding pockets of green space adjacent to the lots and by adding bike and pedestrian paths that link together at the proposed tot lot. The Central Growth Overlay dictates that the common open space meet the following criteria:

- Create large and contiguous areas that represent an integrated system with no one dedicated common space being less than 5,000 square feet
- Distribute common, open space throughout the development to serve and enhance all lots. Fragmented open space shall be minimized.
- Protect site features
- Connect to environmental features on adjacent sites. Long, thin strips shall be prohibited unless a conservation feature is linear and necessary to provide a green belt between lots or to provide connection with other natural features, amenities and adjacent developments.
- Maintain a perimeter, low-maintenance open space buffer with a minimum width of 30 feet. The required perimeter open space buffer does not exempt compliance with an increased rear yard setback required in the "Lot Dimension & Yard Requirements" chart.
- Include passive recreational amenities and designated areas for active recreational amenities. Amenities include, but are not limited to, features such as gardens, trail systems leading to destinations, sport courts, gathering and seating areas, children's play equipment.

LOT LAYOUT AND SIZES:
Staff believes the proposed lot sizes are of reasonable size for a cluster design and meet the minimum requirements of the Central Growth Overlay. The district requires that 50% of the lots exceed .5 acres and all lots less than .5 acres have direct access to common open space. Of the 83 lots, only 3 lots are not adjacent to common open space. All of these lots are over the .5-acre minimum requirement. There are four cul-de-sacs evenly distributed throughout the site which will result in more desirable lots and add to the green space within the road system.

ACCESS and INTERCONNECTIVITY:
The proposed road system is shown to have two connections to Swan Road on the east and two connections to Huntington Park. While staff anticipates there may some objection to the connection by current Huntington Park residents, the existing road design contemplated expansion of the road network to this parcel. In addition, staff believes the two road connections will lessen the amount of traffic in Huntington Park overall.

The plan shows a public sidewalk along one side of the main north/south road in the development (Migratory Way), but it does not extend fully along the two east/west roads. The developer states that the road profile changes from an urban cross section to a rural cross section in order to transition into the Huntington Park subdivision, which has a rural cross section. Staff recommends that the transition between cross sections and the installation of sidewalk occur further to the west. The sidewalk along Huntington Drive shall extend to the open space adjacent to the subdivision and shall connect to the proposed path. The sidewalk along Tundra Drive shall be extended to the proposed community mailbox between lots 76 and 77.

Fiscal Impact

The developer states that home/lot packages will range from $575,000 to $900,000 with annual tax revenue between $650,000 and $1,027,000 at full build out.

Recommendation

The Planning Commission recommended approval by a vote of 5-0 on March 21, 2022

Attachments:
Exhibit A: Zoning Map (PDF)
Exhibit B: Concept Plan (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2022-1620

An Ordinance Amending Chapter 58 of the Mequon Municipal Code to Rezone the 86-Acre Parcel Located on the West Side of Swan Road, North of County Line Road from R-1 (5-Acre) to R-3 (1-Acre) with a CGA (Central Growth Area) Overlay and Amend the City's Land Use Plan Map from Rural Residential to Residential 1-Acre, in Connection with an 83-Lot Single-Family Residential Development

RECITALS

A. Pursuant to section 62.23(3) of the Wisconsin Statues, the City of Mequon, is authorized to prepare and adopt a comprehensive plan, or amendment thereof, as defined in section 66.1001(1)(a) and 66.1001(2) and 66.1001(4)(c) and 66.1001(4)(d).

B. The Planning Commission by majority vote made a recommendation of approval on the 21st day of March 2022.

C. The required due notice and public hearing by the Common Council of the City of Mequon occurred on the 10th day of May 2022.

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

SECTION I

1. The City of Mequon Land Use Plan Map is hereby amended to designate the property illustrated in Exhibit A as “Residential 1-Acre”.

2. The City of Mequon Zoning Map is hereby amended so as to change the zoning classification of the property illustrated in Exhibit B as R-3/CGA subject to the following conditions:

a. Common Council approval of the rezoning.
b. The concept plan shall only include 83 lots.
c. The average lot width is 110 feet.
d. All buildings shall maintain a minimum building setback of 30’ from the interior public road right-of-way, a minimum 15’ offset from an interior side yard, 30’ offset from the corner side and 20’ rear property lines. Lots that are adjacent to the existing subdivision shall have a 30’ rear offset.
e. The sidewalk along Huntington Drive shall extend to the open space adjacent to the subdivision and shall connect to the proposed path. The sidewalk along Tundra Drive shall be extended to the proposed

community mailbox between lots 76 and 77.

f. An open space plan is required prior to Preliminary Plat and shall address the following:
    i. all common, open space land
    ii. a required 6' asphalt bike and pedestrian path within the open space
    iii. identification of all active and passive recreational features
    iv. required entryway signage and landscaping

g. Pedestrian and bike paths and the necessary easements shall be required in accordance with the approved concept plan.

h. The entire property is subject to the City of Mequon Tree Preservation Ordinance and necessary preservation easements, if any.

i. All roads and bike paths connecting to adjacent sites shall be installed at the time of each associated phase of development.

j. The development shall comply with preliminary plat, development agreement, and final plat requirements.

k. There shall be a permanent open space buffer along the perimeter of this development as illustrated in the attached development concept plan and per Planning Commission action.

l. All residential buildings shall comply with the Architectural Board's publication entitled "Guidelines for Residential Structures" and are subject to the Architectural Review Board.

m. Street trees are subject to the approval of the Tree Board and Planning Commission.

n. Street lighting, if proposed, is subject to the approval of the Planning staff.

o. Legal documents requiring the Homeowners Association maintenance of public sidewalk, bike trails within the common open space, wetland buffers and stormwater facilities.

p. Right-of-way dedication along Swan Road at the width of the ultimate right-of-way, subject to Common Council acceptance, as part of the preliminary plat.

q. Realignment of East Huntington Drive connection with Swan Road south to allow for a crosswalk from the subdivision sidewalk to the Mequon Nature Preserve parking lot.

r. The wetland delineation report with WDNR concurrence should be submitted with the preliminary plat application. The wetland boundaries and protective areas should be shown on the preliminary plat. If wetland fill is proposed, WDNR permitting shall be submitted at the time of preliminary plat.

s. The final civil plans shall provide a transition from curb and gutter to match the existing cross section in Huntington Park west of Cygnet Court on Huntington Drive and west of Cob Court on Tundra Drive.

t. An amendment to the City of Mequon Sewer Service Area to include the property. The conditions for connection require the sewer service area amendment be approved by the following:
    i. the City of Mequon Sewer Utility District Commission,

ii. the Milwaukee Metropolitan Sewerage District,
iii. the Southeastern Regional Planning Commission, and the Wisconsin Department of Natural Resources.

u. Connection to public water infrastructure.

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 other ordinances or parts of ordinances contravening the terms of this ordinance are hereby and to that extent repealed.

SECTION IV

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

_____
Approved by: John Wirth, Mayor

Date Approved: April 12, 2022

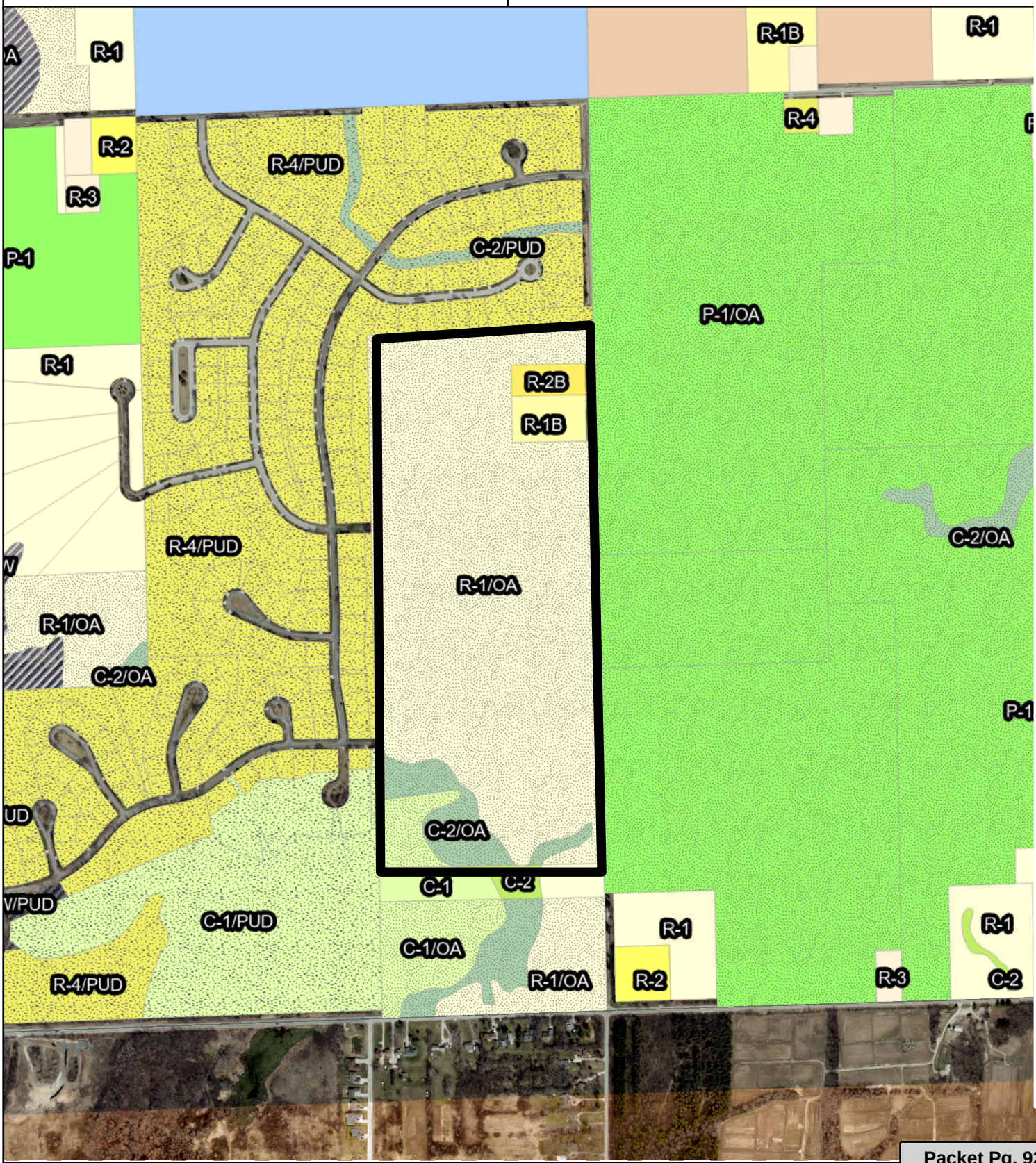
I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 12, 2022.

_____
Caroline Fochs, City Clerk

Published: _____

POINT REAL ESTATE

AC	Arrival Corridor	IPS	Institutional & Public Service
A-1	Agricultural Preserve	NC	Neighborhood Commercial
A-2	General Agricultural	OA	Agricultural Overlay
B-1	Neighborhood Business	PUD	Planned Unit Development Overlay
B-2	Community Business	P-1	Park & Recreation
B-3	Office & Service Business	R-1	Single-Family Residential (5 Ac. Min.)
B-4	Business Park	R-1B	Single-Family Residential (2.5 Ac. Min.)
B-5	Light Industrial	R-2	Single-Family Residential (2 Ac. Min.)
B-6	Rural Industrial	R-2B	Single-Family Residential (1.5 Ac. Min.)
B-7	Rural Business	R-3	Single-Family Residential (1 Ac. Min.)
C-1	Shoreland/Wetland Conservancy	R-4	Single-Family Residential (3/4 Ac. Min.)
C-2	General Conservancy	R-5	Single-Family Residential (1/2 Ac. Min.)
CGO	Central Growth Overlay	R-6	Single-Family Residential (4 DU/Ac.)
FFO	Flood Fringe Overlay	RM	Multi-Family Residential
FW	Floodway	TC	Town Center
IPS	Institutional & Public Service	TDR	Transfer of Development Rights



Attachment: Exhibit A: Zoning Map (ORDINANCE 2022-1620 : Point Real Estate Subdivision Swan Rd)

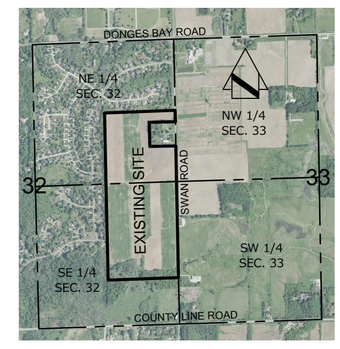
THESE PLANS AND DESIGNS ARE COPYRIGHT PROTECTED AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF PINNACLE ENGINEERING GROUP, LLC

www.pinnacle-engr.com

NORTH

GRAPHICAL SCALE (FEET)

0 1" = 100' 200'



VICINITY MAP
SEC. 32 & 33, T9N, R21E
SCALE: 1" = 2000'

NOTES:

1. Wetlands shown were delineated by Wetland & Waterway Consulting, LLC (assured delineator) on November 13, 2001.
2. Flood Zone Classification: The property lies within Zone "X" per FEMA Flood Insurance Rate Map Community Panel No. 55089C0234F with an effective date of DECEMBER 4, 2007. Zone "X" areas are determined to be outside the 0.2% annual chance floodplain (500yr).

APPLICANT/DEVELOPER:
MK/S-EP, LLC
ATTN: MIKE KAEREK
11600 W. LINCOLN AVE
WEST ALLIS, WI. 53227
(414) 321-5300

PROJECT ENGINEER/SURVEYOR:
PINNACLE ENGINEERING GROUP
ATTN: ANTHONY S. ZANON, P.E.
JOHN P. KONOPACKI, P.L.S.
20725 WATERTOWN ROAD, SUITE 100
BROOKFIELD, WI 53186
(262) 754-8888

SITE DATA:

EXIST. LAND USE: RES 5 ACRE MINIMUM
PROP. LAND USE: RES 1-1.5 ACRES

EXIST. ZONING: R-1/OA, C-1/OA & C-2/OA
PROP. ZONING: R-3 WITH CENTRAL GROWTH AREA OVERLAY DISTRICT. SOUTHERN WETLAND TO BE C-2

PROPERTY = 85.9± AC (WITHOUT 50' ROW FOR SWAN ROAD)
PROP. 84 LOTS
PROP. 5,851 FEET OF ROAD
PROP. OUTLOTS 1-4 = 30.6 ACRES (35.6% OPEN SPACE)

LOT REQUIREMENTS:
MIN LOT AREA: 0.5 ACRES
MIN. 95' WIDE AT FRONT SETBACK
MIN. 110' WIDE AT FRONT SETBACK ON CORNER LOTS
MIN. FRONT/ALL STREET SETBACK: 30'
MIN. SIDE SETBACK: 15'
MIN. REAR SETBACK: 20'
OUTLOT BUFFER TO ALL EXTERIOR PROPERTY BOUNDARY: 30'
MIN. 30% COMMON OPEN SPACE.
NO OPEN SPACE OUTLOT LESS THAN 5,000 SF

TO OBTAIN LOCATIONS OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN

CALL DIGGERS HOTLINE
1-800-242-8511
TOLL FREE

WIS STATUTE 182.0175(1974) REQUIRES MIN. 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE

MILW. AREA 259-1181

NOTE: The location and size of the underground structures and utilities shown hereon have been located to a reasonable degree of accuracy, but the Engineer and/or Surveyor does not guarantee their exact location or the location of others not shown. Contact Diggers Hotline, Inc., Etc.

SWAN RIDGE FARMS

PART OF THE SE 1/4 OF THE NE 1/4 AND THE NE 1/4 & SE 1/4 OF THE SE 1/4 OF SECTION 32, T9N, R21E, CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN

PLAN I DESIGN I DELIVER
www.pinnacle-engr.com
PINNACLE ENGINEERING GROUP
ENGINEERING I NATURAL RESOURCES I SURVEYING

WISCONSIN OFFICE:
20725 WATERTOWN ROAD SUITE 100
BROOKFIELD, WI 53186
(262) 754-8888

CHICAGO I MILWAUKEE : NATIONWIDE

CONCEPT PLAN

REVISIONS

PEG JOB No. 2165.00 | PEG PM ASZ | DATE 02/21/2022 | SCALE 1" = 100'

SHEET 1 OF 1

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CONCEPT PLAN

Attachment: Exhibit B: Concept Plan (ORDINANCE 2022-1620 : Point Real Estate Subdivision Swan Rd)

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

www.ci.mequon.wi.us **Office of Fire/Ambulance**

TO: **Common Council**
FROM: **Brian Sajdak, City Attorney**
DATE: **April 4, 2022**
SUBJECT: **ORDINANCE 2022-1619 An Ordinance Amending Chapter 30, Article V of the Mequon Municipal Code Related to Outdoor Burning**

Background & 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.

Update - March 8th Common Council Meeting

At the March 8th Common Council meeting a question was raised about the definition of a structure and whether a propane fueled appliance could be placed on a structure. With that question the burning ordinance was sent back to Public Welfare for review. Since the definition of a structure does include decks, an amendment was made to the burning ordinance to allow for propane appliances to be used on outdoor decks. It reads as follows… (if on or surrounded by combustible materials, placed in a manner consistent with the manufacturer's guidelines. If no manufacturer guidelines are available, wood burning features shall be at least twenty (20) feet from any combustible material and features which are solely fueled by propane or natural gas shall be placed at least ten (10) feet from any combustible material.) The amended ordinance is attached for review.

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: April 12, 2022

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

Attachment: Exhibit A - Burn Ordinance (ORDINANCE 2022-1619 : Burning Ordinance)

(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 or 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.

Attachment: Exhibit A - Burn Ordinance (ORDINANCE 2022-1619 : Burning Ordinance)

(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 or, if on or surrounded by combustible materials, placed in a manner consistent with the manufacturer's guidelines. If no manufacturer guidelines are available, wood burning features shall be at least twenty (20) feet from any combustible material and features which are solely fueled by propane or natural gas shall be placed at least ten (10) feet from any combustible material.

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 barbeque 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.~~

Attachment: Exhibit A - Burn Ordinance (ORDINANCE 2022-1619 : Burning Ordinance)

(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 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

Attachment: Exhibit A - Burn Ordinance (ORDINANCE 2022-1619 : Burning Ordinance)

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.

Attachment: Exhibit A - Burn Ordinance (ORDINANCE 2022-1619 : Burning Ordinance)

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: **April 7, 2022**
SUBJECT: **RESOLUTION 3936 A Resolution Approving an Intergovernmental Agreement Between the City of Mequon and the Village of Thiensville, Establishing the Southern Ozaukee Joint Fire & Emergency Medical Services (EMS) Department**

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 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.

More recently, these discussions culminated in the completion of a preliminary consolidation analysis amongst ten participating communities in Ozaukee County by the Wisconsin Policy Forum (WPF), the results of which were presented publicly in March of 2021. Since release of the report, which contained six (6) different consolidation options, representatives from most of the participating communities have been meeting regularly to determine next steps. Last December, the City of Mequon and the Village of Thiensville entered into a Memorandum of Understanding (MOU) to examine the feasibility of merging the two communities' Fire & EMS Departments, as recognized in the WPF study.

Since January, a Joint Working Group comprised of the two communities' chief elected officials, administrators, fire chiefs and deputy fire chiefs has been meeting on a near-weekly basis to examine a host of considerations identified in the approved MOU (a copy of which is attached), including: governance, administration, finance, staffing, response times, equipment, facilities, emergency dispatch and future growth. Additionally, the Joint Working Group has also held preliminary discussions with representatives of both the City and Town of Cedarburg, following approval of a revised MOU by all four communities in March to consider a potentially broader consolidation effort in the future.

To date, the Mequon-Thiensville Joint Working Group's efforts have progressed to the point where an Intergovernmental Agreement (IGA) that establishes a joint Fire & Emergency Medical Services Department is now ready for consideration by the Mequon Common Council and

Thiensville Village Board.

Analysis

The referenced IGA, a copy of which is attached, establishes the Southern Ozaukee Fire & EMS Department. Key provisions within the agreement, which stipulate how the combined department will be operated, include the following:

- Establishment of a 5-person Board of Directors, comprised of two Thiensville representatives (President, Trustee) and three Mequon representatives (Mayor, Council President, Resident). The Board will meet no less frequently than on a quarterly basis, and generally be responsible for approving matters related to budgeting, compensation, capital acquisition/disposal, mutual aid and amendments to the IGA, among others.
- Creation of a Joint Fire Commission, which will be comprised by all members from the Board of Directors. The Commission shall have the conventional powers accorded to such bodies under state law, including hiring, discipline and termination of department employees.
- Implementation of a financial records system apart from the Village and the City. This will include separate functions for accounting, budgeting, payroll and purchasing, to name a few.
- Migration to a full-time EMS Division over 5 years, whereby the two communities will have three fully staffed ambulances on a 24/7/365 basis by 2027. The Department will continue to maintain a paid-on-call (POC) staffing model for all fire calls and some EMS responses, with POC paramedics supplementing the new full-time paramedic employees.
- A funding formula that allocates nearly 84.4% of all net operating and capital improvement expenses to Mequon, and approximately 15.6% to the Village of Thiensville. This ratio is based upon the initial amount of each departments' budgeted expenses for 2022, when considered on a combined basis. The funding formula may be amended in the future to consider other factors such as population, service calls, and the equalized value of improved property, or if the newly constituted department merges with other, additional communities.
- An effective date that commences upon approval and execution of the IGA by the two communities, with an initial contract term that runs through the end of calendar year 2027. Thereafter, either municipality may withdraw after providing a two-year notice, or in the absence of such notice, the IGA continues in perpetuity, without a renewal requirement.

In addition to establishing provisions by which a joint department will be governed, administered, staffed and funded, the IGA also contemplates a phased, multi-year approach towards full consolidation. Accordingly, the two departments will begin the process of merging operations in 2022, finances starting in 2023, equipment/apparatus before 2024 and facilities in 2025. As such, the combined department will continue to utilize each of the two municipalities' existing property (e.g., equipment, facilities, etc.) in the near-term, until more formalized terms governing the future state of these assets are determined.

Fiscal Impact

As indicated, the proposed IGA requires the City and the Village to create one budget for the combined Fire & EMS Department starting on January 1, 2023. As further noted, this will require the Department to establish a separate financial system apart from the two municipalities for accounting, auditing, payroll, purchasing, etc. As more detailed plans are developed relative to the capital equipment and the use of new or existing facilities, such terms will also need to be

incorporated into the stand-alone finances of the Southern Ozaukee Fire & EMS Department.

Exhibit B in the proposed IGA contains a five-year forecast that identifies the funding requirements necessary to fully staff emergency medical services upon the agreement's execution. Despite anticipated annual increases in non-tax supported revenues like ambulance fees, fire insurance payments and paramedic intercept fees, both the Village of Thiensville and the City of Mequon will need to adjust their respective tax levies in the coming years if a modernized approach to providing emergency medical services is ultimately pursued. As indicated, these respective obligations will be partly offset by temporary grant funds will become available through Ozaukee County for the hiring of firefighter/paramedics on a county-wide basis over the next several years. Nonetheless, the City and the Village will need to account for the full and permanent cost of any additional full-time personnel hired in the future, as outlined in Exhibit B.

Recommendation

A recommendation is forthcoming from the Committee of the Whole on April 12, 2022.

Attachments:
MOU Executed Agreement (PDF)
SOUTHERN OZAUKEE FIRE & EMS AGREEMENT - 4.7.22 (DOCX)
SOUTHERN OZAUKEE IGA EXHIBIT B - 4.7.22 (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3936

A Resolution Approving an Intergovernmental Agreement Between the City of Mequon and the Village of Thiensville, Establishing the Southern Ozaukee Joint Fire & Emergency Medical Services (EMS) Department

A. The City of Mequon and the Villages of Thiensville 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. Wisconsin Statutes Section 66.0301 authorizes municipal governments to enter into intergovernmental agreements to share services and/or otherwise provide for the joint exercise of municipal powers.

D. After determining that current and future staffing constraints and budget considerations pose a challenge to providing effective and efficient Fire & EMS Services, the two communities approved a Memorandum of Understanding (MOU) in December 2021, in order to study ways that Fire & EMS Services may be provided with improved service and response times, synergy, reduced duplication, and increased flexibility.

E. Upon execution of the MOU, a Joint Working Group comprised of the two communities' chief elected officials, administrators, fire chiefs and deputy fire chiefs was formed to consider the feasibility of forming one, unified department.

F. During the first quarter of 2022, the Joint Working Group conducted a series of meetings to address various considerations associated with operating a unified department, including governance, administration, finance, staffing, equipment, facilities, response times, emergency dispatch and future growth.

G. As a result of these efforts, an intergovernmental Emergency Services Agreement that provides the legal framework by which the two communities will operate a unified Fire & EMS Department beginning on July 1, 2022, has been prepared.

H. As outlined in the agreement, the proposed merger of the two departments will include a phased approach towards full consolidation across four key focus areas (operations, finances, equipment, facilities) in fiscal years 2022-2025.

I. The Joint Working Group recommends approval of the intergovernmental

Emergency Services Agreement between the City of Mequon and the Village of Thiensville.

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

1. The Emergency Services Agreement between the Cities of Mequon and the Village of Thiensville described above in the form attached is approved subject to any clerical, typographical or other changes that, in the opinion of the Mayor and City Attorney are necessary and appropriate to effectuate the purposes of this Resolution.

2. The Mequon officials identified in the Emergency Services Agreement are hereby authorized and directed to execute and deliver the same on behalf of the City.

_____

Approved by: John Wirth, Mayor

Date Approved: April 12, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 12, 2022.

_____

Caroline Fochs, City Clerk

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made as of this 13th day of December 2021, by and between the City of Mequon ("Mequon") and the Village of Thiensville ("Thiensville") (collectively, "the two communities").

RECITALS

A. Mequon and Thiensville each individually 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. Mequon and Thiensville both seek to continue to provide effective and efficient Fire & EMS Services to their respective residents, businesses and institutions.

C. Mequon and Thiensville have both identified significant challenges to the continued provision of effective and efficient Fire & EMS Services including current and future budget considerations 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, 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 explore a two-way consolidation, as enumerated in the WPF study.

G. Efforts directed towards establishment of one, unified Mequon and Thiensville Fire & EMS Department do not preclude one or both of the communities from continuing to participate in potentially larger consolidation discussions with the other communities that participated in the WPF study.

H. Section 66.0301 of the Wisconsin Statutes 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, and in consideration of the promises and obligations set forth herein, the City of Mequon and the Village of Thiensville agree as follows:

Attachment: MOU Executed Agreement (RESOLUTION 3936 : Southern Ozaukee Fire & EMS Resolution)

1. The City of Mequon and the Village of Thiensville shall formally establish a Joint Fire & EMS Working Group ("Joint Working Group") comprised of each municipality's Chief Executive Officer, Administrator, Fire Chief and Deputy Chief to establish the necessary framework by which the two departments 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 either the City or Village (e.g., an additional elected official, City/Village attorney, finance director, consultant, etc.) that the Joint Working Group's core members may deem necessary to support the establishment of such a unified operating entity.

3. In establishing the framework by which the Mequon and Thiensville Fire & EMS Departments may consolidate into one, unified entity, the Joint Working Group will examine 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 each of the governing boards in 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 Mequon and Thiensville decide to pursue consolidation(s). Further, this MOU shall impose no legal obligation on either of the two communities; rather, it expresses the intent of the two communities. Either or both of the two communities may withdraw from this MOU at any time by providing written notice to the other.

CITY OF MEQUON

John M. Wirth, Mayor

ATTEST:

Caroline Fochs, Clerk

Approved As To Form
Brian C. Sajdak
City Attorney

VILLAGE OF THIENSVILLE

Van A. Mobley, President

ATTEST:

Amy Langlois, Clerk

Attachment: MOU Executed Agreement (RESOLUTION 3936 : Southern Ozaukee Fire & EMS Resolution)

VILLAGE OF THIENSVILLE

RESOLUTION NO. 2021-16

A RESOLUTION APPROVING
MEMORANDUM OF UNDERSTANDING
BETWEEN THE VILLAGE OF THIENSVILLE AND THE CITY OF MEQUON
ESTABLISHING A JOINT FIRE & EMS WORKING GROUP

WHEREAS, the Village of Thiensville and the City of Mequon each provide emergency medical, fire, and rescue services (collectively herein "Fire & EMS Services") to their respective residents; and

WHEREAS, 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; and

WHEREAS, 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 two communities agree to study ways that Fire & EMS Services may be provided with synergy, reduced duplication and increased flexibility; and

WHEREAS, 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.

NOW, THEREFORE, BE IT RESOLVED by the Village of Thiensville, that:

1. The Memorandum of Understanding between the Village of Thiensville and the City of Mequon described above in the form attached, is approved.

2. The Village officials identified in the Memorandum of Understanding are hereby authorized and directed to execute and deliver the same on behalf of the Village.

PASSED AND ADOPTED by the Village Board of the Village of Thiensville, County of Ozaukee, State of Wisconsin on this 13th day of December, 2021.

Van A. Mobley, Village President

Amy L. Langlois, Village Clerk

Attachment: MOU Executed Agreement (RESOLUTION 3936 : Southern Ozaukee Fire & EMS Resolution)

Attachment: SOUTHERN OZAUKEE FIRE & EMS AGREEMENT - 4.7.22 [Revision 1] (RESOLUTION 3936 : Southern Ozaukee Fire & EMS

SOUTHERN OZAUKEE
FIRE AND EMERGENCY MEDICAL SERVICES
AGREEMENT

THIS SOUTHERN OZAUKEE FIRE AND EMERGENCY MEDICAL SERVICES AGREEMENT ("Agreement") is made by the Village of Thiensville ("Thiensville") and the City of Mequon ("Mequon") pursuant to the provisions of Wisconsin Statutes Sections 61.65 and 66.0301. As used in this Agreement, Thiensville and Mequon are referred to individually as a "municipality" and collectively as the "municipalities." This Agreement is dated as of and shall bind the municipalities upon execution after adoption by the governing body of each municipality of a resolution approving this Agreement and authorizing its execution (the "Effective Date").

RECITALS

A. The municipalities have determined that their communities will benefit from unified, integrated fire and emergency medical services.

B. The municipalities intend by this Agreement to establish a jointly operating fire and emergency services department (the "Department") upon the terms set forth below.

C. The Department shall provide the following services for the municipalities, all as determined by the Board pursuant to this Agreement: firefighting, review of commercial plans for fire protection and suppression, fire inspections, fire safety education and paramedic, first responder, medical transport and other emergency medical services.

AGREEMENTS

NOW THEREFORE, in consideration of the following mutual covenants and conditions, the municipalities agree:

1. Definitions. As used in this Agreement, the following terms and phrases have the following meanings:

(a) "Board" has the meaning given to it in Section 4.

(b) "Capital Improvement Budget" means a single or multi-year budget for Capital Improvement Expenses in addition to those set forth in the Operating Budget.

(c) "Capital Improvement Expenses" means expenditures for the construction or reconstruction of building improvements, the replacement or addition or major building systems (e.g., heating air conditioning, electric and plumbing systems), replacement of parking lots and purchases of any equipment that has a life of at least five years and a purchase price of at least $100,000.

(d) "Commission" has the meaning given to it in Section 5.

Attachment: SOUTHERN OZAUKEE FIRE & EMS AGREEMENT - 4.7.22 [Revision 1] (RESOLUTION 3936 : Southern Ozaukee Fire & EMS

(e) "Initial Plan" has the meaning given to it in Section 3.

(f) "Joint Services Date" means July 1, 2022.

(g) "Merger Date" means January 1, 2023.

(h) "Net Operating Expenses" means the Operating Expenses for a year, net of Service Fees collected and any revenue received from sources other than the municipalities (including, for example, fire insurance dues), but excluding the municipalities' contributions.

(i) "Operating Budget" means a calendar year budget substantially in the form prescribed by Wisconsin Statutes Section 65.90 for the Department, including income, Operating Expenses and routine annual capital expenditures.

(j) "Operating Expenses" means the usual and ordinary costs of operating the Department on an annual basis, including without limitation personnel costs, insurance, the costs of operating, repair and routine maintenance of buildings used by the Department and the costs of operating, repair, maintenance and routine replacement of the Department's physical assets. Operating Expenses does not include Capital Improvement Expenses.

(k) "Service Fees" include ambulance and paramedic revenue; burn permits (if allowed by a municipality); fire assistance fees; accident fees; plan review, fire inspection, sprinkler inspection and similar fees; false alarm fees; and any fees adopted by the Board after the Joint Services Date.

2. Name. The Department shall be known as the Southern Ozaukee Fire and Emergency Medical Services Department.

3. Implementation.

(a) Commencing as of the Joint Services Date, the Mequon Fire Chief shall also serve as the Thiensville Fire Chief.

(b) From and including the Joint Services Date through and including December 31, 2022, the Mequon Fire Department and the Thiensville Fire Department shall operate under joint command. During such period, employees and equipment of each department may be deployed to either municipality; however, employees shall remain employed by the municipalities by which they are currently employed, and each department shall continue its current billing and other functions, maintain inventories of parts and supplies consistent with past practices and maintain its apparatus and vehicles consistent with past practice.

(c) As of the Merger Date, the Thiensville Fire Department and the Mequon Fire Department shall cease to exist independently and shall be merged into the Department as one unified, integrated fire and emergency medical services department.

(d) Exhibit A sets forth a plan for implementation and initial operation of the Department (the "Initial Plan") subject to the terms of this Agreement. During calendar year 2022, the aggregate cost of the services described above shall equal the combined budgets of the municipalities for such services.

(e) Exhibit B sets forth a model for future years. Unless otherwise determined by the Board or agreed by both municipalities, the Department shall hire the employees specified on Exhibit B. In all other respects, the model set forth on Exhibit B simply expresses a concept that the Board may adjust in the future.

4. Board of Directors. Pursuant to Wisconsin Statutes Section 66.0301, the Department shall have a board of directors (the "Board") that shall oversee operations pursuant to this Agreement.

(a) Board Members.

(i) The Board shall have five members. The members shall be the Thiensville Village President, a Thiensville Trustee nominated by the Thiensville Village President and confirmed by the Thiensville Village Board, the Mequon Mayor, the President of the Mequon Common Council and one other Mequon resident nominated by the Mequon Mayor and confirmed by the Mequon Common Council. The administrators of Mequon and Thiensville shall be *ex officio*, non-voting members of the Board.

(ii) Each municipality may designate an alternate member from that community to serve in place of an absent member. The governing body of each municipality shall determine how it appoints its alternate.

(iii) Members of the Board shall be appointed on or before June 30, 2022.

(iv) No regular or paid-on-call employee of the Department may be a member of the Board. If an elected official is an employee of the Department, he or she shall either resign from the Department or the municipality's governing body shall designate a replacement member of the Board.

(b) Terms of Office. The term of the Thiensville Village President and the Mequon Mayor on the Board shall be coterminous with their respective elected terms of office. The term of the President of the Mequon Common Council shall be coterminous with his or her term of office as President. The governing body of each municipality shall determine, for the members from its community, the terms of office, the methods for removing its other member or members and its alternate member and the method for filling vacancies.

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(c) Officers.

(i) The Board shall have three officers: a President, a Vice President and a Secretary.

(ii) The office of President shall alternate between the Mequon Mayor and the Thiensville Village President. Whichever municipality's chief executive officer is not the President shall be the Vice President. Prior to May 1, 2023, the President shall be the Thiensville Village President and the Vice President shall be the Mequon Mayor. As of May 1 of each year thereafter, the roles shall reverse.

(iii) The President shall chair meetings of the Board. In the absence or upon recusal of the President, or until a vacancy in the President is filled and qualified, the Vice President shall serve as acting chair. If both the President and the Vice President are not present or participating, then the Board shall choose the acting chair.

(iv) The chair shall preserve order and decorum, decide all questions of order and conduct the proceedings of the meeting in accordance with the parliamentary rules contained in Robert's Rules of Order Revised, unless otherwise provided by state law. Any member shall have the right to appeal a decision of the chair. The appeal may be sustained by a majority of the members present, exclusive of the chair.

(v) The Secretary shall be the Thiensville administrator. Such administrator may designate another staff person to prepare agendas and minutes.

(d) Quorum. A quorum shall consist of three voting members of the Board, including any alternates serving in the stead of other members; however, at least one voting member from each municipality must be present to constitute a quorum. A quorum shall be required to conduct a meeting, to transact business and to take any action on any agenda item.

(e) Meetings.

(i) Meetings of the Board shall be held not less frequently than once in each calendar quarter and otherwise at the call of the President or upon the written request of at least two members of the Board. Meetings shall occur, as designated by the President, at the Mequon City Hall, the Thiensville Village Hall or one of the fire stations; however, in the absence of any specific designation, meetings shall be held at the Mequon City Hall if the President of the Board is the Mequon Mayor or at the Thiensville Village Hall if the President of the Board is the Thiensville Board President.

(ii) The chair shall establish the agendas for all such meetings after consultation with the Department's command staff.

(iii) Any member may request in writing, at least five business days prior to a meeting, that an item germane to the Department's or the Board's purpose, duties or powers be placed on an agenda. If the chair fails to place such item on the agenda for a meeting, the

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proposing member may, at any meeting, move the Board to have the item placed on the next agenda.

(iv) Written notice of a meeting and the agenda for such meeting comply with Wisconsin Statutes Section 19.84 and shall be delivered in any manner allowed by law to each member at least 48 hours in advance of the meeting (or such lesser time as allowed by law in the event of an emergency as determined by the President), in such form as will reasonably apprise the members, the public and the press of the date, time and subject matter that is intended for consideration and action at the meeting.

(v) Minutes of the meetings and actions of the Board shall be submitted to the governing body of each municipality. The minutes shall show the vote of each member upon each question. The minutes shall also show if a member is absent or fails to vote on any question.

(vi) Members shall attend meetings in person. No member may appear at any meeting by telephonic or other electronic means. This rule may be waived in its entirety by the Board or the President in the event of any public health emergency or, provided a quorum is present in person, for an individual member or members.

(vii) Meetings shall comply with the requirements of Subchapter V of Chapter 19 of the Wisconsin Statutes.

(f) Voting Requirements. Except as otherwise specifically set forth in this Agreement, the affirmative vote of a majority of the voting members of the Board (including any alternates serving in the stead of other members) at which a quorum is present shall constitute the action of the Board.

(g) Compensation. No compensation shall be paid to members of the Board; however, members may be reimbursed for actual and necessary expenses incurred if so authorized by the Board.

(h) Powers. Prior to the Merger Date, the Board shall be responsible for overseeing the implementation of the Initial Plan and ensuring that the merger occurs on the Merger Date. Except as limited by this Agreement, the Board shall, after the Merger Date, have all the powers and duties authorized under the Wisconsin Statutes relating to the Department's operations. Such powers shall include without limitation the following:

(i) To authorize repair, maintenance and renewal of the physical assets which are owned by the Department.

(ii) To modify the Initial Plan as necessary, provided that no such modification shall increase the total costs for fiscal year 2022 to the municipalities.

(iii) To modify line items in any approved Operating Budget provided that no such modification shall increase from the approved Operating Budget the total Net Operating Costs payable by the municipalities.

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(iv) To authorize and contract to make all expenditures necessary for the operation of the Department provided that no such expenditures or contracts shall increase from the approved Operating Budget the total Net Operating Costs payable by the municipalities.

(v) To authorize and contract to make all expenditures necessary for the implementation of approved Capital Improvement Expenses in any approved Capital Improvement Budget.

(vi) To negotiate, set and/or approve wages, salaries and benefits of the Department's employees and to enter into contracts for the foregoing.

(vii) To sell, exchange, convey or transfer assets of the Department for fair and equitable consideration, as determined to be necessary from time to time, having a fair market value not in excess of $100,000 in any one calendar year.

(viii) To sell, exchange, convey or transfer assets of the Department (other than real property) for fair and equitable consideration, as determined to be necessary from time to time, having a fair market value in excess of $100,000 in any one calendar year; however, any such transaction shall require the approval of a majority of the Board and at least one representative from each municipality.

(ix) To enter into and implement mutual aid agreements with other municipalities.

(x) To adopt Services Fees and to charge and collect such fees.

(xi) To monitor the condition of the capital assets owned and controlled by the Department, and to furnish annually estimated dates and costs of replacement or reconstruction for each item over a 10-year period to the member governing bodies for approval.

(xii) To recommend the following to the municipalities:

[1] Amendments to this Agreement.

[2] Approval of Operating Budgets as described in this Agreement.

[3] Approval of Capital Improvement Budgets as described in this Agreement.

[4] Amendments to any approved Operating Budget or approved Capital Improvement Budget if and to the extent the power to make such amendments is not granted above to the Board.

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[5] The addition of other municipalities to this Agreement and the Department and appropriate amendments to this Agreement related to any such addition.

5. Joint Fire Commission. On and after the Merger Date, the Department shall have a Joint Fire Commission (the "Commission") as provided by Wisconsin Statutes Sections 61.65 and 62.13(2)(b).

(a) Commission Members and Terms of Office. The five members of the Board shall serve as the members of the Commission. Vacancies on the Commission shall be filled by appointment for any unexpired term by the appointing authority in the same manner as original appointments are made. The administrators of Mequon and Thiensville shall be *ex officio*, non-voting members of the Commission.

(b) Officers.

(i) The Commission shall have three officers: a President, a Vice President and a Secretary. The person holding each of such offices on the Board shall hold the same office as a member of the Commission.

(ii) The President shall chair meetings of the Commission. In the absence or upon recusal of the President, or until a vacancy in the President is filled and qualified, the Vice President shall serve as acting chair. If both the President and the Vice President are not present or participating, then the Commission shall choose the acting chair.

(iii) The chair shall preserve order and decorum, decide all questions of order and conduct the proceedings of the meeting in accordance with the parliamentary rules contained in Robert's Rules of Order Revised, unless otherwise provided by state law. Any member shall have the right to appeal a decision of the chair. The appeal may be sustained by a majority of the members present, exclusive of the chair.

(c) Quorum. A quorum shall consist of three voting members of the Commission, including any alternates serving in the stead of other members; however, at least one voting member from each municipality must be present to constitute a quorum. A quorum shall be required to conduct a meeting, to transact business and to take any action on any agenda item.

(d) Meetings.

(i) Meetings of the Commission shall be held not less frequently than once in each calendar quarter and otherwise at the call of the President or upon the written request of at least two members of the Commission, as designated by the President, at the Mequon City Hall, the Thiensville Village Hall or one of the fire stations; however, in the absence of any specific designation, meetings shall be held at the Mequon City Hall if the President of the Commission is a Mequon appointee or at the Thiensville Village Hall if the President of the Commission is a Thiensville appointee.

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(ii) The chair shall establish the agendas for all such meetings after consultation with the Department's command staff or, if the command staff is the subject of the Commission's meeting, the attorney and personnel advisor for the municipality for which the President serves as chief elected official.

(iii) Any member may request in writing, at least five business days prior to a meeting, that an item germane to the Department's or the Commission's purpose, duties or powers be placed on an agenda. If the chair fails to place such item on the agenda for a meeting, the proposing member may, at any meeting, move the Commission to have the item placed on the next agenda.

(iv) Written notice of a meeting and the agenda for such meeting shall comply with Wisconsin Statutes Section 19.84 and shall be delivered in any manner allowed by law to each member at least 48 hours in advance of the meeting (or such lesser time as allowed by law in the event of an emergency as determined by the President), in such form as will reasonably apprise the members, the public and the press of the date, time and subject matter that is intended for consideration and action at the meeting.

(v) Minutes of the meetings and actions of the Commission shall be submitted to the governing body of each municipality. The minutes shall show the vote of each member upon each question. The minutes shall also show if a member is absent or fails to vote on any question.

(vi) Members shall attend meetings in person. No member may appear at any meeting by telephonic or other electronic means. This rule may be waived in its entirety by the Board or the President in the event of any public health emergency or, provided a quorum is present in person, for an individual member or members.

(vii) Meetings shall comply with the requirements of Subchapter V of Chapter 19 of the Wisconsin Statutes.

(e) Voting Requirements. The affirmative vote of a majority of the members of the Commission at which a quorum is present shall constitute the action of the Commission.

(f) Compensation. No compensation shall be paid to members of the Commission; however, members may be reimbursed for actual and necessary expenses incurred if so authorized by the Board.

(g) Powers. The Commission shall have all powers set forth in the Wisconsin Statutes for joint fire commissions that apply to villages and fourth-class cities except the municipalities specifically do not adopt, and the Commission shall not have, the optional powers set forth in Wisconsin Statues Section 62.13(6).

6. Fiscal Responsibilities. The Department shall, subject to policies adopted by the Board, have one or more employees who perform the following fiscal and administrative duties:

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(a) Maintaining financial records. The Department shall keep complete and accurate records of all receipts and disbursements of the Department, which shall be available for public inspection, and shall furnish the municipalities with annual audit reports.

(b) Receiving all service revenues and any other revenues of the Department.

(c) Paying all amounts authorized by the Board which are in accordance with the Operating Budget and any Capital Improvement Budget, each as approved by the governing bodies of the municipalities.

(d) Providing payroll administration.

(e) Administering insurance programs.

(f) Providing such other services described in this Agreement.

7. Employees. Commencing as of the Merger Date, all employees of the Department shall be employees of the Department for all purposes, and in no event shall any such employees be or be deemed or construed to be an employee of any of the municipalities.

8. Personal Property and Contributions to the Department.

(a) From the Merger Date through December 31, 2023, each municipality shall allow the Department to use the fire and emergency medical service apparatus and vehicles currently owned by it and shall provide the labor (but not parts) for the maintenance of such apparatus and vehicles. On or before December 31, 2023, the Board in consultation with the Department's command staff shall determine which pieces of such apparatus and vehicles are necessary for the ongoing operations of the Department and shall purchase those pieces from the municipalities. Each municipality shall deliver a Bill of Sale to the Department for the apparatus and vehicles purchased from it. The purchase price for such items shall be their appraised values as determined by an appraiser engaged by the Board. Each municipality shall be paid for apparatus and vehicles purchased by the Department, over a 10-year term commencing as of January 1, 2024, with interest at the rate of 3% per annum. As of the Merger Date, each municipality shall contribute to the Department, at no charge, all records, parts and supplies in use by its fire department. Apparatus and vehicles not purchased by January 1, 2024, remain the property of the municipality for disposal as it may choose.

(b) The Department shall be the legal owner of assets contributed to or acquired by the Department, and where applicable such assets shall be titled in the name of the Department. The Department shall not be the owner of real estate, buildings and fixtures used by it unless any of such property is conveyed to and titled in the name of the Department. All assets contributed to or acquired by the Department shall be owned and held by the Department subject to the provisions of this Agreement for division of assets on termination of this Agreement.

(c) The Department shall pay for the repair, maintenance and replacement of apparatus and vehicles owned by the Department.

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9. Real Property.

(a) As of the Joint Services Date, the municipalities shall transfer to the Department custody, use and control, but not ownership, of the buildings or portions of buildings to be used by the Department. The Department shall pay for all insurance related to the space occupied by the Department.

(b) The municipal owner of a building shall bear the costs of (i) maintaining, repairing and replacing structural components, roofing, major systems, fixtures and paved areas of its building and the property on which it is located; (ii) routine maintenance; (iii) exterior maintenance, including without limitation landscaping and snow and ice removal; (iv) basic janitorial services (but the Department shall keep its space neat and orderly); and (v) dumpsters for waste removal.

(c) The Board shall endeavor to develop a facilities plan by December 31, 2024, and shall thereafter implement the facilities plan pursuant to the timeline in such plan. The Board shall approve any additional real property to be used by the Department. If and to the extent any of the municipalities construct new buildings or obtain additional buildings to be used by the Department, or if additional municipalities are made parties to this Agreement, the Department shall pay rent for the municipalities' real property used by the Department so that the costs of maintaining the real property are proportionately borne by the municipalities. The Board shall determine an equitable rental amount to be paid by the Department as part of the Department's Operating Budget. If the Department acquires and develops real property, it shall do so as pursuant to the Capital Improvement Budget provisions of this Agreement.

10. Operating Budgets.

(a) The Board shall, by majority recommendation, submit a proposed Operating Budget to the governing bodies of the municipalities not later than October 1 of each year commencing October 1, 2022. The proposed Operating Budget shall contain an explanation of the Board's reasons for recommending the Operating Budget. Action by each municipality in connection with approval of an Operating Budget shall be completed by November 15 of each year. No expenditures shall be made or contracted for by the Board or any employee with respect to any budget item not contained in the prior year's Operating Budget until the governing bodies of the municipalities approve the proposed Operating Budget.

(b) In the event an Operating Budget is not approved by the municipalities as set forth above, the Net Operating Expenses on a monthly basis shall not exceed the Net Operating Expenses for the prior calendar year, plus any cost increases resulting from contractual obligations incurred in prior years, until agreement is reached by the municipalities.

11. Capital Improvement Budgets. The Board may recommend a proposed Capital Improvement Budget to the governing bodies of the municipalities at any time. The Board may only recommend a Capital Improvement Budget with the approval of at least four members of the Board. The proposed Capital Improvement Budget shall contain an explanation of the Board's reasons for recommending the Capital Improvement Budget. No expenditures shall be made or contracted for by the Board or any employee with respect to any Capital Improvement Expenditure in the proposed Capital Improvement Budget until approved by the governing bodies of the municipalities. After such approval, the Board is authorized to enter into contracts and make expenditures deemed necessary by the Board for the Capital Improvement Expenses described in the Capital Improvement Budget as and when determined by the Board (unless otherwise specified in the approval of the governing bodies of the municipalities) and in amounts not in excess of the approved Capital Improvement Budget.

12. Payment of Expenses. The municipalities shall bear and pay the net operating expenses and capital expenditures of the Department as established according to the following procedures and proportions.

(a) Mequon shall bear 84.43% and Thiensville shall bear 15.57% of the Department's Net Operating Expenses and Capital Improvement Expenses. Either municipality may request that the percentages be renegotiated as of or after December 31, 2027, and every five years thereafter. Renegotiated percentages shall take into account disproportionate changes from the date of this Agreement through the date of renegotiation, and subsequently between dates of renegotiation, in each municipality's usage (number of service calls per year), population and equalized value of improvements, with the heaviest weight applied to usage and with an expectation that renegotiated percentages shall at a minimum ensure that each municipality maintains its then current contribution.

(b) If any other municipalities are added to this Agreement, these percentages shall be replaced by a formula dividing the total contributions among the municipalities in proportion to each municipality's usage (number of service calls per year), population and equalized value of improvements. The percentages of each of such three elements for the formula shall be negotiated as an amendment to this Agreement; however, the municipalities anticipate that 40% shall be attributed to usage and 30% shall be attributed each to population and equalized value of improvements.

(c) The Department shall submit to each municipality a statement requiring payment of that municipality's share of the budgeted Net Operating Expenses, as described below, for the year. Such amount shall be paid to the Department in equal quarterly payments. The notice shall be given not later than 15 days following approval of the Operating Budget by the municipalities. Each municipality shall pay one-quarter of its share of the annual net Operating Expenses on or before January 1, April 1, July 1 and October 1. The Department shall provide to each municipality a quarterly statement at least 15 days prior to each due date.

(d) In the case of Capital Improvement Expenditures from an approved Capital Improvement Budget, the Department shall provide a statement to each municipality setting forth the required payment(s) of that municipality's share of the Capital Improvement Budget with due

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dates of those payments. Due dates of payments shall not be less than 30 days from the date of the statement.

(e) On January 1 and July 1 of each year, the Department shall compute the amount of revenue received by the Department from Service Fees during the preceding six-month period and shall credit the amount of such revenues against the amounts due from the municipalities in accordance with the ratio of expense sharing in effect for such preceding six-month period.

(f) For purposes of Sections 12(d) and 12(e), the amounts payable shall be based on actual expenses and revenues, if known, and if based on estimates, shall be subject to reconciliation when actual expenses and revenue are known.

(g) If any municipality fails to pay in full any payment to be made by it as provided by this Agreement on the due date, such defaulting municipality shall be indebted to the Department (or, if such amount is advanced by the other municipality, to the other municipality) for the payment due, plus interest at the prevailing rate available on a public purpose loan from the Wisconsin State Trust Fund loan program for a loan with a term of over 5 years and up to 10 years. Interest shall accrue until the obligation is paid. At the discretion of the Board, the Board may take legal action to enforce payment by the defaulting municipality. The costs, including reasonable attorneys' fees, of such action shall be paid by the defaulting municipality and shall be included in any judgment. Any recovery shall be paid to reimburse any other municipality to the extent it paid any part of such defaulted payment, plus interest, and the balance of such payments, plus interest, shall be made to the Department, which interest shall be credited against payments to be made by the municipality or municipalities that were not in default.

(h) Notwithstanding the provisions of this Agreement regarding withdrawal or termination, each municipality shall be liable for its share of a Capital Improvement Budget upon final approval of such Capital Improvement Budget.

(i) To the extent any organization or one or more residents of a municipality donates money to the Department, such donation shall be credited against such municipality's Operating Budget obligations if the donor specifies that it shall be so credited.

(j) Any donation to the Department of land, a vehicle, apparatus or other property shall require the approval of the Board prior to acceptance by the Department, If such a donation is from an organization or one or more residents of a municipality, and the donor specifies that the donation shall be credited to the municipality, such donation shall be credited against such municipality's obligations to the Department as follows: (i) if the item donated was scheduled to be purchased pursuant to the Operating Budget, the fair market value of the donation, as reasonably determined by the Board, shall be credited against the municipality's Operating Budget obligations; or (ii) otherwise, the municipality shall receive a credit of 1/10th of the fair market value of the item, as reasonably determined by the Board, for each of the 10 years following the donation.

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13. Term of Agreement. This Agreement shall take effect upon execution after adoption by the governing body of each municipality of a resolution approving this Agreement and authorizing its execution. This Agreement shall remain in effect in perpetuity subject to the following:

(a) Unless agreed by both municipalities, the municipalities shall participate in this Agreement through December 31, 2027.

(b) After the expiration of the initial five-year period, a municipality wishing to withdraw from this Agreement may do so on at least two years written notice addressed to the clerk of the other municipality, provided however, that no such notice be given until expiration of the initial five-year period set forth above.

14. Termination and Distribution of Assets.

(a) This Agreement may be terminated at any time by the written consent of all municipalities or upon the permitted withdrawal of all but one municipality, provided that this Agreement and the Commission and the Board shall continue to exist for the purpose of disposing of all claims, distribution of assets and all other functions necessary to terminate the affairs of the Department.

(b) Upon termination or withdrawal, the municipalities shall be entitled to a distribution of assets as set forth below:

(i) A share of all equipment and apparatus of the Department shall be distributed to the withdrawing or terminating municipality in the proportion set forth in (ii) below, adjusted for additional capital expenditures for equipment and for depreciation.

(ii) All money and funds (including cash on hand and money due but uncollected) of the Department shall be distributed to the withdrawing or terminating municipality in the proportion of the previous year's cost allocation formula percentage of the withdrawing municipality or terminating municipalities, providing the distribution may be deferred by the Board in whole or in part for up to one year as a reserve to meet liabilities known and unknown.

(iii) All control of the buildings owned by the withdrawing or terminating municipality shall be returned to that municipality.

(iv) The distribution of assets provided in (i) shall be in kind, but only to the extent that assets are identifiable as contributed by the municipality withdrawing. To the extent that such identification is not possible, then the payment shall be made in cash or in the form of other assets acceptable to the withdrawing municipality, in an amount equal to the proportionate share of book value of such property, net of depreciation. With respect to real estate, buildings and fixtures titled in the name of the Department, the withdrawing or terminating municipality shall be entitled to a cash payment in the amount of the proportionate share of the book value of such property, net of depreciation, equal to the municipality's proportionate share of contributions allocated to such property. The withdrawing or terminating municipality shall have no right to

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require a partition of any such real estate. In the event of a cash payment, such payment may be made in equal annual installments, bearing interest at the rate specified in Section 12(g), over a period of not more than four years with respect to equipment and apparatus and not more than 10 years with respect to real estate, buildings or fixtures, and such payment shall be reduced by the proportionate amount, net of depreciation, of any capital expenditures financed by the Department with respect to any buildings owned by such municipality.

(f) Participation. Additional municipalities may be permitted to become parties to this Agreement, but only upon (a) approval of the governing bodies of the municipalities which have maintained in a current status their financial obligations under this Agreement, and (b) upon such terms and conditions as the governing bodies adopt.

(g) Amendments. Amendments to this Agreement may be proposed by any member of the Board. The amendment shall be submitted to the Board at least 30 days prior to the meeting of the Board at which such amendment is to be considered. The approval of at least four members of the Board shall be required to recommend any amendment to the governing body of the municipalities. The agreement of the governing bodies of the municipalities shall be required to approve any amendments to this Agreement, except that the Initial Plan may be amended by the Board as provided in this Agreement.

(h) Hold Harmless. Any uninsured liability, cost or damages for personal injury, property damage or any other loss of whatever nature incurred by the Department or any municipality by reason of its participation as a member of the Department and specifically by reason of the services provided by the Department shall be the liability of the Department, subject to the contributions of the municipalities described below. Any such uninsured liability, cost or damage shall be paid proportionately by each of the municipalities in accordance with the formula established in Section 12(a), notwithstanding the political jurisdiction in which such injury, loss or damage occurs, through contributions by such municipalities to the operating budget, or if such operating budget is insufficient, through additional contributions to the Department made proportionately by each municipality in accordance with the formula established in Section 12(a).

(i) Mutual-Aid Response and Intercept Agreements. The mutual-aid response agreements between the municipalities are terminated. The mutual-aid response and intercept agreements between or among the municipalities and others shall be terminated by the earliest dates provided in those agreements. The Board may replace such agreements.

(j) Fire Hydrants and Water Usage. Charges to a municipality from its water utility which relate to the repair, maintenance and replacement of fire hydrants and other system components and for water shall be the responsibility of the respective municipality.

(k) Insurance.

(a) The Board shall, on behalf of the Department, procure and maintain during the term of this Agreement sufficient insurance to cover all aspects of its operations, including without limitation public liability, workers compensation, unemployment insurance, insurance for fire and other perils related to the buildings occupied by the Department and other insurance

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obligations. Proof of insurance on leased structures not owned but occupied by the Department shall be furnished to the owners of the structures annually.

(b) Public liability, workers compensation, unemployment insurance and other insurance obligations arising from incidents which occurred prior to the Merger Date shall remain the separate responsibility of each party, subject to the apportionment or proration with authority in accordance with applicable law.

(l) General Provisions.

(a) Entire Agreement. This Agreement contains the municipalities' entire understanding with respect to the matters contemplated by this Agreement and supersedes any prior understandings or agreements among them with respect to the Department.

(b) Counterparts. This Agreement may be executed in several counterparts and each executed counterpart shall be considered as an original of this Agreement.

(c) Captions. The captions to the provisions of this Agreement are merely labels to assist in the locating and reading of this Agreement and shall be ignored in construing this Agreement.

(d) Disputes. In the event of any litigation or arbitration proceedings involving this Agreement, the "Prevailing Party," as defined below, shall be awarded from the court or the arbitrator its or their reasonable attorneys' fees incurred in connection with such proceedings. The "Prevailing Party" shall be, as determined by the court or the arbitrator, the party or parties whose position is found to be most correct.

(e) Severability. To the extent that all or any part of any provision of this Agreement is, or shall become, unenforceable, the provision or part of a provision shall be severed from this Agreement, and this Agreement shall be interpreted as if the severed provision or part of a provision did not exist. At any time such a provision is discovered or is deemed to have been severed from this Agreement, the municipalities shall execute any amendment to this Agreement necessary to clarify that the provision has been severed from this Agreement.

(f) Interpretation. Regardless of who prepared the original draft of this Agreement, each municipality has had significant input into its terms and content and, accordingly, no presumption shall be made against the drafter. Words of the masculine, feminine or neuter gender shall mean and include the other genders.

(g) Electronic Signatures. This Agreement may be signed electronically, and manual or electronic signatures may be transmitted by facsimile or email. All such signatures shall be enforceable as original signatures.

[SIGNATURES ON FOLLOWING PAGE]

Attachment: SOUTHERN OZAUKEE FIRE & EMS AGREEMENT - 4.7.22 [Revision 1] (RESOLUTION 3936 : Southern Ozaukee Fire & EMS

[Signature Page]

CITY OF MEQUON

By: _____
John M. Wirth
Mayor

VILLAGE OF THIENSVILLE

By: _____
Van Mobley
President

Date signed:

Exhibit A – Initial Plan
Exhibit B – Model

Attachment: SOUTHERN OZAUKEE FIRE & EMS AGREEMENT - 4.7.22 [Revision 1] (RESOLUTION 3936 : Southern Ozaukee Fire & EMS

Exhibit A
Initial Plan

Action Step/Milestone	Anticipated Completion
2022	
Four (4) New Firefighter/Paramedics Commence Employment	April 18, 2022
Approval/Execution of Intergovernmental Agreement	May 2022
Fire & EMS Board & Commission Appointments Completed	June 2022
Mequon Ordinance Amendments Adopted	June 2022
Staffing, Command & Operations Service-Sharing Effective	July 1, 2022
Application for Ozaukee County ARPA Funding Filed	July 1, 2022
First Southern Ozaukee Fire & EMS Board Meeting	July 15, 2022
Fiscal Year 2023 Budget Planning Commences	July 15, 2022
Ambulance Billing Under One Vendor	August 1, 2022
Finalize Independent Agency Status - WRS	August 15, 2022
Secure Independent Health/Dental/Life/Disability Insurance	August 15, 2022
Secure G/L, Workers' Compensation, Other Risk Insurance	August 15, 2022
New Mutual Aid Box Alarm System Agreements Approved	September 1, 2022
Fiscal Year 2023 Budget Approved by Board	September 15, 2022
Fiscal Year 2023 Budget Adopted by City & Village	November 14, 2022
Affirm/Finalize Paramedic Intercept Agreement w/ Cedarburg	December 1, 2022
Vehicle/Apparatus Matters Finalized (Insurance, Title, Lettering)	December 1, 2022
2023	
Southern Ozaukee Fire & EMS 2023 Budget Effective	January 1, 2023
9-1-1 Dispatch Plan for Combined Fire/EMS Calls Implemented	January 1, 2023
Three (3) New Firefighter Paramedics Hired	April 1, 2023
Determination on Potential Merger w/ Cedarburg	July 1, 2023
2024	
Mequon & Thiensville Equipment/Fleet Combined	January 1, 2024
Three (3) New Firefighter Paramedics Hired	April 1, 2024
2025	
Department Facilities Plan Implementation	January 1, 2025
Three (3) New Firefighter Paramedics Hired	April 1, 2025

Established: April 12, 2022

Attachment: SOUTHERN OZAUKEE FIRE & EMS AGREEMENT - 4.7.22 [Revision 1] (RESOLUTION 3936 : Southern Ozaukee Fire & EMS

MEQUON-THIENSVILLE JOINT FIRE/EMS FINANCIAL FORECAST: 2022-2027 (April 7, 2022)

EXPENDITURES							
Position	**Hours**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**
Fire Chief	40/Week	$185,878	$191,454	$197,198	$203,114	$209,207	$215,483
Deputy Fire Chief	40/Week	$138,848	$143,013	$147,304	$151,723	$156,275	$160,963
Administrative Assistant	26/Week	$38,045	$39,186	$40,362	$41,573	$42,820	$44,104
Battalion Chief	2,920/Year	$114,747	$118,189	$121,735	$125,387	$129,149	$133,023
Battalion Chief	2,920/Year	$136,616	$140,715	$144,936	$149,284	$153,763	$158,376
Battalion Chief	2,920/Year	$132,320	$136,290	$140,379	$144,590	$148,928	$153,395
Captain (Intercept Program/Swing BC)	40 Hours/Week	$106,955	$110,164	$113,469	$116,873	$120,379	$123,991
Firefighter/Paramedic (Mequon Conversion)	2,920/Year	$84,223	$92,412	$101,188	$110,632	$120,558	$129,687
Firefighter/Paramedic (Mequon Conversion)	2,920/Year	$108,820	$117,630	$120,624	$124,242	$127,970	$131,809
Firefighter/Paramedic (Mequon Conversion)	2,920/Year	$108,820	$117,630	$120,624	$124,242	$127,970	$131,809
Firefighter/Paramedic (M-T Merger)	2,920/Year	$84,223	$92,412	$101,188	$110,632	$120,558	$129,687
Firefighter/Paramedic (M-T Merger)	2,920/Year	$96,522	$105,019	$114,142	$123,979	$127,698	$131,529
Firefighter/Paramedic (M-T Merger)	2,920/Year	$109,614	$118,111	$127,234	$137,071	$141,183	$145,419
Firefighter/Paramedic (Ozaukee County)	2,920/Year		$98,622	$107,665	$114,141	$120,623	$124,242
Firefighter/Paramedic (Ozaukee County)	2,920/Year		$98,622	$107,665	$114,141	$120,623	$110,707
Firefighter/Paramedic (Ozaukee County)	2,920/Year		$111,714	$120,757	$127,234	$133,715	$137,727
Firefighter/Paramedic (Year 2 Hires)	2,920/Year			$101,188	$107,665	$114,141	$120,623
Firefighter/Paramedic (Year 2 Hires)	2,920/Year			$101,188	$107,665	$114,141	$120,623
Firefighter/Paramedic (Year 2 Hires)	2,920/Year			$114,281	$120,757	$127,234	$133,715
Firefighter/Paramedic (Year 3 Hires)	2,920/Year				$103,960	$110,632	$117,302
Firefighter/Paramedic (Year 3 Hires)	2,920/Year				$103,960	$110,632	$117,302
Firefighter/Paramedic (Year 3 Hires)	2,920/Year				$117,053	$123,724	$130,395
Firefighter/Paramedic (Year 4 Hires)	2,920/Year					$106,816	$113,687
Firefighter/Paramedic (Year 4 Hires)	2,920/Year					$106,816	$113,687
Firefighter/Paramedic (Year 4 Hires)	2,920/Year					$119,909	$126,780
Firefighter/Paramedic (Year 5 Hires)	2,920/Year						$109,757
Firefighter/Paramedic (Year 5 Hires)	2,920/Year						$109,757
Firefighter/Paramedic (Year 5 Hires)	2,920/Year						$122,850
Paid on Premises 24/7/365		$0	$0				
Paid on Call 24/7/365		$0					
Paid on Call 24/7/365		$0	$0	$0	$0		
Paid on Call 24/7/365		$0	$0	$0	$0	$0	
Fire Call Pay		$102,400	$102,400	$102,400	$102,400	$102,400	$102,400
Training		$100,000	$103,000	$106,090	$90,000	$92,700	$95,481
Vehicle Checks		$19,500	$20,085	$20,688	$21,308	$21,947	
Combined Operating Budget		$383,319	$390,985	$398,805	$406,781	$414,917	$423,215
Interns		$30,000	$30,900	$31,827	$32,782	$33,765	$34,778
Worker's Compensation Insurance		$15,790	$16,264	$16,752	$17,254	$17,772	$18,305
Long Term Disability		$750	$773	$796	$820	$844	$869
Total		**$2,097,390**	**$2,495,590**	**$2,920,484**	**$3,351,263**	**$3,819,809**	**$4,273,478**
REVENUES							
Mequon	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**

Attachment: SOUTHERN OZAUKEE IGA EXHIBIT B - 4.7.22 (RESOLUTION 3936 : Southern Ozaukee Fire & EMS Resolution)

MEQUON-THIENSVILLE JOINT FIRE/EMS FINANCIAL FORECAST: 2022-2027 (April 7, 2022)

Ambulance Revenue (Fees)	$753,441	$700,000	$735,000	$771,750	$810,338	$850,854	$893,397
Paramedic Intercepts	$0	$0	$0	$0	$0	$0	$0
Fire Insurance Dues (2%)	$189,529	$198,247	$207,367	$216,906	$226,883	$237,320	$248,237
Funding Assistance Fees	$7,550	$7,650	$7,750	$7,850	$7,950	$8,050	$8,150
Burn Permits*	$12,580	$12,580	$15,725	$15,725	$15,725	$15,725	$15,725
Accident Fees*	$7,245	$7,390	$7,538	$7,688	$7,842	$7,999	$8,159
Fire Fees (Plan Review, Sprinkler Inspections)*	$6,982	$7,122	$7,264	$7,409	$7,558	$7,709	$7,863
False Alarms*	$2,700	$2,700	$2,700	$2,700	$2,700	$2,700	$2,700
Sub-Total	**$980,027**	**$935,689**	**$983,344**	**$1,030,028**	**$1,078,996**	**$1,130,357**	**$1,184,231**
Thiensville	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**
Ambulance Revenue (Fees)	$137,680	$144,564	$151,792	$159,382	$167,351	$175,718	$184,504
Paramedic Intercepts	$35,778	$37,567	$39,445	$41,418	$43,488	$45,663	$47,946
Fire Insurance Dues (2%)	$15,976	$16,711	$17,480	$18,284	$19,125	$20,004	$20,925
Funding Assistance Fees	$5,488	$5,488	$5,488	$5,488	$5,488	$5,488	$5,488
Burn Permits	$0	$0	$0	$0	$0	$0	$0
Accident Fees	$0	$0	$1,000	$1,000	$1,000	$1,000	$1,000
Fire Fees (Plan Review, Sprinkler Inspections)	$0	$0	$0	$0	$0	$0	$0
False Alarms	$0	$0	$0	$0	$0	$0	$0
Other (e.g., Fundraising)*							
Sub-Total	**$194,922**	**$204,330**	**$215,205**	**$225,572**	**$236,452**	**$247,873**	**$259,863**
Combined Revenue Total (Non-Tax)	**$1,174,949**	**$1,140,019**	**$1,198,549**	**$1,255,600**	**$1,315,448**	**$1,378,230**	**$1,444,094**
Tax-Supported Revenue Requirement		**$957,371**	**$1,297,040**	**$1,664,883**	**$2,035,814**	**$2,441,579**	**$2,829,383**
TOTAL REVENUE		**$2,097,390**	**$2,495,590**	**$2,920,484**	**$3,351,263**	**$3,819,809**	**$4,273,478**
TOTAL EXPENDITURES		**$2,097,390**	**$2,495,590**	**$2,920,484**	**$3,351,263**	**$3,819,809**	**$4,273,478**
NET		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Add Ozaukee County Grant Funding		**$100,000**	**$100,000**	**$100,000**	**$150,000**	**$150,000**	**$150,000**
Grant-Adjusted Tax Revenue Requirement		**$857,371**	**$1,197,040**	**$1,564,883**	**$1,885,814**	**$2,291,579**	**$2,679,383**
Mequon Share (84.4%)		**$723,878**	**$1,010,661**	**$1,321,231**	**$1,592,193**	**$1,934,780**	**$2,262,203**
Thiensville Share (15.6%)		**$133,493**	**$186,379**	**$243,652**	**$293,621**	**$356,799**	**$417,180**
Notes:							
Figures presented annually for all full-time positions include: base salary, FICA, Medicare, health/dental/life insurance, WRS retirement, and holiday compensation (for non-management staff)							
Full-time salary figures presented in years 2023-2027 include a 3% annual wage adjustment, as well as step increases for firefighter/paramedics (pursuant to current labor contract provisions)							
Ozaukee County Grant Funding ($750,000) based upon one community (either Mequon or Thiensville) receiving the amount available to individual municipalities (as of 4/6/22)							

Attachment: SOUTHERN OZAUKEE IGA EXHIBIT B - 4.7.22 (RESOLUTION 3936 : Southern Ozaukee Fire & EMS Resolution)

11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2955
Fax: 262-242-9655
www.ci.mequon.wi.us
Office of Finance-Personnel Committee

TO: **Common Council**
FROM: **Jennifer Engroff, Finance Director**
DATE: **March 29, 2022**
SUBJECT: **RESOLUTION 3937 A Resolution Clearing the Personal Property Tax Roll of Delinquent Accounts Deemed Uncollectible for Tax Roll Year 2020**

Background

Delinquent personal property taxes are cleared from the City's tax rolls after the end of a two-year collection cycle, as they are unlikely to be paid if collection efforts to date have not resulted in payment. Collection efforts include issuing monthly statements as well as third party efforts through the City's ongoing contract with Waukesha County as approved by council in April of 2021. In addition, coordination continues with the City Clerk's Office to prevent the issuance of liquor licenses if any outstanding obligations exist. Unfortunately, there is currently no other administrative recourse for businesses that do not require these licenses, except for referral to the City Attorney's Office for possible small claims action.

Analysis

Presented below is a table showing summary information by tax year.

	2019	**2020**
Original Delinquent PP Balance Assumed	$61,159.88	$62,220.14
Collections to Date	$47,809.37	$50,577.28
Amount to Clear	$13,350.51	$11,642,86
City Share of Total	$2,946.17	$2,584.64

The attached listing of outstanding 2020 accounts shows the name and address of the business, the status of the account, as well as the total outstanding principal broken down by taxing jurisdiction. Status is defined as follows:

- Open - Business is still a going concern in Mequon.
- Closed - Business reported to the Assessor that it is no longer operating in Mequon.
- Doomage - The owner did not file a Statement of Personal Property Status report timely. Therefore, the City Assessor estimated, or doomaged, the account's value.

As some businesses still remain active, City staff will continue working to recover these written off amounts.

Fiscal Impact

The other taxing jurisdictions have been charged back for their proportionate share of the

uncollectible account balances leaving the City's share of 2020 write-offs at $2,584.64. On an annual basis, the City typically budgets $3,000-$5,0000 to account for personal property tax revenue that is deemed to be uncollectible.

Recommendation

Staff recommends the Committee favorably recommend the attached resolution to the Common Council in order to clear the remaining delinquent personal property taxes from the 2020 tax roll.

Attachments:
2020 Delinquent Personal Property (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3937

A Resolution Clearing the Personal Property Tax Roll of Delinquent Accounts Deemed Uncollectible for Tax Roll Year 2020

RECITALS

A. The City of Mequon Finance Department has after considerable collection efforts determined that certain delinquent personal property taxes are deemed uncollectible.

B. Delinquent personal property taxes for tax roll year 2020 have been charged back to the other taxing entities, thereby limiting the City's exposure to just the City portion of delinquent balances for the years being charged back.

C. The attached list to clear delinquent taxes for tax roll year 2020 totals $11,642.86.

D. Continuing efforts will be made to collect such taxes as appropriate.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin, that the attached list of delinquent personal property taxes for tax roll year 2020 be cleared from the personal property tax rolls by the City Treasurer.

_____
Approved by: John Wirth, Mayor

Date Approved: April 12, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 12, 2022.

_____
Caroline Fochs, City Clerk

2020 Outstanding Personal Property Tax

Parcel Number	Owner	Address	City	State	Zip Code	Status	County	City	School	MATC	Sewer	Total Tax
140000990500	Silver Springs of Mequon Inc	11840 North Silver Avenue	Mequon	WI	53097	Open	100.20	195.83	416.85	72.20	103.20	888.28
140000423700	Get Happy Chocolatier	11295 North Cedarburg Road, Apt 201	Mequon	WI	53092	Closed	21.50	42.02	89.44	15.49	22.14	190.59
140000610000	Landmark Luggage & Gifts	11025 North Port Washington Road	Mequon	WI	53092	Closed	10.46	20.44	43.52	7.54	10.77	92.73
140000000660	9Round Fitness	82B Cheyenne Avenue	Grafton	WI	53024	Open	79.16	154.71	329.32	57.04	81.53	701.76
140000120500	Better Bidders	10650 North Baehr Road Ste E	Mequon	WI	53092	Open	2.30	4.50	9.58	1.66	2.37	20.41
140000139700	Brian Balance Achievement Center	11649 North Port Washington Road	Mequon	WI	53092	Closed	51.77	101.18	215.37	37.30	53.32	458.94
140000180450	Carjo Attn Deb Binder	10750 North O'Connell Lane	Mequon	WI	53097	Doomage	9.19	17.97	38.25	6.62	-	72.03
140000283451	Divine Lash & Beauty Bar	10144 North Port Washington Road	Mequon	WI	53092	Open	100.20	195.83	416.85	72.20	103.20	888.28
140000285050	Diane's Wedding & Floral Design	11203 North Buntrock Avenue	Mequon	WI	53092	Closed	10.86	21.23	45.20	7.83	11.19	96.31
140000345500	F Green Lawnsprinklers & Landscap	4901 West Pioneer Road	Mequon	WI	53097	Doomage	2.58	5.05	10.75	1.86	-	20.24
140000440000	Great Frame Up	1400 West Mequon Road	Mequon	WI	53092	Doomage	25.05	48.96	104.22	18.05	25.80	222.08
140000499060	Home Health Managers LLC	10750 North O'Connell Lane	Mequon	WI	53097	Doomage	66.80	130.56	277.90	48.13	-	523.39
140000544680	Jane E Miller Attorney	1001 West Glen Oaks Lane #242	Mequon	WI	53092	Doomage	20.04	39.17	83.37	14.44	20.64	177.66
140000560700	Kark's Tree Service	8000 West Donges Bay Road	Mequon	WI	53097	Doomage	8.35	16.32	34.74	6.02	8.60	74.03
140000563700	Kathryn Morrison	11516 North Port Washington Road 108	Mequon	WI	53092	Doomage	33.40	65.28	138.95	24.07	34.40	296.10
140000740800	Moro Performance	10410 North Baehr Road	Mequon	WI	53092	Doomage	133.91	261.73	557.12	96.50	137.92	1,187.18
140000817610	Ovation Hand Institute	10532 North Port Washington Road	Mequon	WI	53092	Doomage	281.50	550.19	1,171.13	202.85	289.93	2,495.60
140000883211	Purple Door Ice Cream	6300 West Mequon Road #108	Mequon	WI	53092	Doomage	5.01	9.79	20.84	3.61	5.16	44.41
140000971640	Seibel Law Offices LLC	11520 N Port Washington Rd Unit LL4	Mequon	WI	53092	Doomage	5.85	11.44	24.36	4.22	6.03	51.90
140001114370	Wealth Partners Financial Services	10345 North Port Washington Road #135	Mequon	WI	53092	Closed	2.13	4.16	8.85	1.53	2.19	18.86
140001117810	Wessel Guitars & Amplifiers	11345 North Port Washington Road #101E	Mequon	WI	53092	Closed	8.35	16.32	34.74	6.02	8.60	74.03
140001119161	Westpoint Cleaners & Tailoring LLC	6617 West Mequon Road	Mequon	WI	53092	Closed	3.29	6.42	13.68	2.37	3.39	29.15
140001146110	Yama Yoga Studio	6400 West Mequon Road Suite B	Mequon	WI	53092	Closed	83.50	163.19	347.38	60.17	86.00	740.24
140001160100	Chay's Tae Kwon Do	1220 West Ranchito Lane	Mequon	WI	53092	Closed	5.26	10.27	21.87	3.79	5.41	46.60
140001192100	Soaring Souls LLC	6400 West Mequon Road Suite A	Mequon	WI	53092	Open	48.67	95.13	202.51	35.07	50.13	431.51
140001193000	Sullivan Mfg Corp	10201 N Enterprise Dr	Mequon	WI	53092	Open	3.69	7.21	15.35	2.66	3.80	32.71
140000337100	European Auto House	11020 North Buntrock Avenue	Mequon	WI	53092	Closed	16.70	32.64	69.48	12.03	17.20	148.05
140001139000	Wooden Goose Café	1556 West Mequon Road	Mequon	WI	53092	Closed	182.71	357.10	760.14	131.66	188.18	1,619.79
			Total Delinquent Personal Property				$ 1,322.43	$ 2,584.64	$ 5,501.76	$ 952.93	$ 1,281.10	$ 11,642.86
			Closed Chargedback to Jurisdictions				$ 396.53	$ 774.97	$ 1,649.67	$ 285.73	$ 408.39	$ 3,515.29
			Open/Doomage Send to Waukesha County				$ 925.90	$ 1,809.67	$ 3,852.09	$ 667.20	$ 872.71	$ 8,127.57

Attachment: 2020 Delinquent Personal Property (RESOLUTION 3937 : Clear Delq Personal Property Tax

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: **April 4, 2022**
SUBJECT: **RESOLUTION 3938 A Resolution Approving a Side Letter Agreement Between the City of Mequon and the Mequon Fire & EMS Association, Establishing an Initial Grant of Medical Leave Time for Full-Time Paramedic/Firefighters Upon Hire**

Background

The City of Mequon included three new full-time Paramedic/Firefighter positions within the 2022 budget. Subsequently, the City updated its collective bargaining agreement with the Mequon Fire and EMS Association (MFEMSA) to add language governing the newly created full-time positions. The contract was signed and approved by both parties in January of this year. Subsequently, during the hiring process, the Fire Department's administration and the Human Resources Division became aware of the need to amend the contract's language governing medical leave to be competitive with other Fire Department agencies.

Analysis

City staff learned that other Fire Departments, even those that offer all-inclusive paid-time-off programs, still provide separate medical leave benefits to their full-time employees. The reasoning is paramedics work in close proximity with ill individuals which puts them at higher risk of becoming sick and departments do not want sick employees reporting to work and transporting patients, especially immunocompromised patients.

The City's PTO system allows employees to transfer unspent PTO into their medical leave bank in order to help cover time away for medical events but does not provide an automatic annual accrual. Alternatively, the City and MFEMSA came to a mutually agreeable solution via entering into the attached side letter that allows the City to front-load full-time paramedic/firefighters with 100 medical leave bank hours. Then going forward employees can accrue more medical leave through year-end transfers of unused PTO into their respective banks.

Fiscal Impact

There is no fiscal impact. The Fire Department's salary budget can absorb any use of medical leave within its existing allocation. It should be noted that medical leave bank hours are not paid out to employees when they end employment from the City other than as part of a temporary retirement benefit.

Recommendation

A recommendation is forthcoming from the Finance-Personnel Committee on April 12.

Attachments:
Medical Leave Bank Side Letter with MFEMSA (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3938

A Resolution Approving a Side Letter Agreement Between the City of Mequon and the Mequon Fire & EMS Association, Establishing an Initial Grant of Medical Leave Time for Full-Time Paramedic/Firefighters Upon Hire

RECITALS

A. The City of Mequon and the Mequon Fire & EMS Association entered into a collective bargaining agreement through 2024, which was subsequently amended in January 2022 to incorporate the addition of full-time Paramedics/Firefighters.

B. The City and the Association desire to enter into a side letter allowing for the one-time award of medical leave bank time to newly hired full-time Paramedic/Firefighters.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin, that the Side Letter between the City of Mequon and the Mequon Fire & EMS Association is hereby approved, and the appropriate City officials are hereby authorized to sign this document.

Approved by: John Wirth, Mayor

Date Approved: April 12, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 12, 2022.

Caroline Fochs, City Clerk

SIDE LETTER OF AGREEMENT
BETWEEN
THE CITY OF MEQUON
AND
MEQUON FIRE AND EMS ASSOCIATION

INITIAL GRANT OF 100 HOURS OF MEDICAL LEAVE TIME FOR FULL-TIME PARAMEDIC/FIREFIGHTERS UPON HIRE

WHEREAS, the City of Mequon (City) and the Mequon Fire and EMS Association (Association) are parties to a 2021-2024 Collective Bargaining Agreement (CBA) in effect through December 31, 2024; and

WHEREAS, the Association is the recognized exclusive bargaining agent for the employees of the Fire Department, excluding supervisors, confidential, managerial, professional, and all other City employees; and

WHEREAS, the City of Mequon is in the process of recruiting and hiring full-time paramedic/firefighters and is seeking to maximize the talent pool available for such recruitment and hiring processes; and

WHEREAS, to help attract full-time paramedic/firefighters, the parties have agreed the City will provide a one-time medical leave bank allotment of 100 hours to full-time paramedic/firefighters upon hire; and

WHEREAS, this one-time allotment of 100 hours from the City to newly hired full-time paramedic/firefighters is payable and subject to use in accordance with the parties' CBA; and

WHEREAS, the parties jointly desire, through this Side Letter Agreement, to memorialize this agreement related to granting newly hired full-time paramedic/firefighters a one-time allotment of 100 hours into their medical leave banks under Article 26.10 of the CBA and to memorialize the agreed upon terms related to such allotment.

NOW THEREFORE, the City and the Association, agree as follows:

1. Term and Termination of Side Letter. This Side Letter shall remain in effect from the date of execution through the expiration of the 2021–2024 CBA.

2. Allotment of 100 Hours into Newly Hired Full-Time Paramedic/Firefighter's Medical Leave Bank. For each full-time paramedic/firefighter hired by the City during the Term of this Side Letter (*i.e.*, meaning their start date falls within the Term of this Side Letter of Agreement), the City agrees to immediately allot 100 hours of leave time into their Medical Leave Bank, which is established by Article 26.10 – Medical Leave Bank of the CBA, upon starting full-time employment with the City.

Attachment: Medical Leave Bank Side Letter with MFEMSA (RESOLUTION 3938 : FD Side Letter for MLB)

3. Use of 100 Hours of Medical Leave Time. Any Medical Leave Time allotted under this Side Letter of Agreement shall be subject to the terms and conditions of Article 26.10 – Medical Leave Bank of the CBA. This includes, but is not limited to, any limitations or conditions placed on the use or accrual of Medical Leave Time under Article 26.10 – Medical Leave Bank of the CBA.

4. Governing Nature. Upon execution of this Side Letter Agreement, all other terms and conditions of the parties' CBA shall apply. If there are conflicts between the CBA and this Side Letter Agreement, the terms of this Side Letter Agreement shall govern. The parties agree this Side Letter Agreement shall be non-precedent setting for any other circumstances, and this matter is a one-time occurrence.

Dated at Mequon, Wisconsin this day _____ of _____ 2022.

CITY OF MEQUON	**MEQUON FIRE AND EMS ASSOCIATION**
_____	_____
City Administrator	President
_____	_____
City Clerk	Secretary
_____	
Fire Chief	

Approved by the City Council on _____ __, 2022.

Attachment: Medical Leave Bank Side Letter with MFEMSA (RESOLUTION 3938 : FD Side Letter for MLB)

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: **April 4, 2022**
SUBJECT: **RESOLUTION 3939 A Resolution Authorizing Execution of a Three-Year Contract for Enterprise Back-Up System Services with the Office Technology Group, Milwaukee, Wisconsin, in the Amount of $52,200**

Background

In January, Assistant City Administrator Justin Schoenemann and IT Manager Jeff Crawford, began the City's annual review of its cyber security systems. That review led staff to identify the need for an alternative solution for the City's backup system. The proposed solution will fulfill the IT Strategic Plan's requirements and maintain current annual costs.

Analysis

During staff's review of alternative systems, it was determined the City would be well served to bring the backup solution in-house to eliminate the need to coordinate during a recovery event with another outside party and provide staff with better access to the City's data. The top two solutions considered were Datto and Barracuda. The City systems would work well with both systems, but Barracuda is more expensive and lacks a couple of key features offered by Datto.

Fiscal Impact

In March, City staff become aware of a limited-time promotional pricing opportunity for Datto through the Office Technology Group (OTG), which is a contracted service provider for the City. If the City approves a three-year contract with Datto through OTG, the City will receive the necessary hardware for free, a $7,500 value, and 10% off the monthly cloud subscription cost. The total savings in year one is $9,240, with a savings of $1,750 in each of the remaining two years respectively. The annual cost for the Datto subscription is $17,400, which is $600 less than the City's current backup solution. It should be noted that there will be overlap between the City's current backup provider and Datto for a limited period of time, but the IT Budget can absorb that expense. Full funding for the City's backup solution is available within the existing IT Budget.

Recommendation

A recommendation is forthcoming from the Finance-Personnel Committee on April 12, 2022.

Attachments:
3-Year Agreeemnt with OTG for the Datto (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3939

A Resolution Authorizing Execution of a Three-Year Contract for Enterprise Back-Up System Services with the Office Technology Group, Milwaukee, Wisconsin, in the Amount of $52,200

RECITALS

A. The City has reviewed its backup needs and has found the need to implement improvements in its systems to support the requirements of the entire organization.

B. After a review of potential solutions, staff has determined that Datto is the best cost-effective solution to provide the required services.

C. The Finance-Personnel Committee has reviewed the above recommendations and recommends the approval of the attached 3-year agreement with the Office Technology Group for backup and recovery services via Datto, Inc.

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

1. The Agreement for $52,200 with the Office Technology Group of Milwaukee, Wisconsin, for Datto backup and recovery services 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: April 12, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 12, 2022.

Caroline Fochs, City Clerk

Attachment: 3-Year Agreeemnt with OTG for the Datto (RESOLUTION 3939 : Datto Contract Award)

Prepared for:
City of Mequon

Prepared by:
Keith Gagnon

Account Executive:
Keith Gagnon

Your OTG prepared quote

36 Month Agreement - Datto Backup System

Quote # 001602
Version 1

THE OFFICE TECHNOLOGY GROUP
www.theotg.com
P: (414) 773-07
E: kgagnon@theotg.c

IT Customer Summary

Bill To:		Ship To:	
Company	City of Mequon	**Company**	City of Mequon
Address 1	11333 N. Cedarburg Rd.	**Address 1**	11333 N. Cedarburg Rd.
Address 2		**Address 2**	
City, State ZIP	Mequon, WI 53092	**City, State ZIP**	Mequon, WI 53092
County	Exem	**County**	Exem
Contact	Justin Schoenemann	**Contact**	Justin Schoenemann
Phone	(262) 236-2942	**Phone**	(262) 236-2942
Email	jschoenemann@ci.mequon.wi.us	**Email**	jschoenemann@ci.mequon.wi.us

Thank you for allowing The Office Technology Group to present our IT expertise as a solution to the business nee of City of Mequon. We look forward to the opportunity to earn your continued business and are committed providing top quality, responsive service, and innovative solutions.

The Office Technology Group has collaborated with businesses in the community since 1991. Our history of succe and rapid growth are a direct result of our strong record of total customer satisfaction along with solutions provid at a great value. At The Office Technology Group, we recognize that your confidence is a result of high-qual solutions, fast competent service, and reliable support staff. *Simply put, we strive to provide the best overall value our clients!*

We pride ourselves on our industry leading response to all customer service requests. Our success is measur by your total satisfaction.

If there is anything I can do to be of service, or if you have any questions, please feel free to contact me at (414) 77 0722 or kgagnon@theotg.com .

Again, I thank you for this opportunity!

Sincerely,

Keith Gagnon, vCIO

Attachment: 3-Year Agreeemnt with OTG for the Datto (RESOLUTION 3939 : Datto Contract Award)

THE OFFICE TECHNOLOGY GROUP
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P: (414) 773-07
E: kgagnon@theotg.c

Recurring Monthly Services

Description		Recurring	Qty	Ext. Recurri
	Recurring Costs			
DATTO	**DATTO 12TB LOCAL APPLIANCE & INFINITE CLOUD RETENTION**	$1,450.00	1	$1,450.
	Total per Month			$1,450.
Pricing is based on 36-Month Contract				
	Monthly Subtotal:			$1,450.

One-Time Costs

Description		Price	Qty	Ext. Pri
	One-Time Costs			
DATTO	DATTO S4-E12 HARDWARE APPLIANCE	$7,500.00	1	$7,500.
PROMO	PROMO DISCOUNT	($7,500.00)	1	($7,500.0
	Total Cost			$0.

Attachment: 3-Year Agreeemnt with OTG for the Datto (RESOLUTION 3939 : Datto Contract Award)

THE OFFICE TECHNOLOGY GROUP
www.theotg.com
P: (414) 773-07
E: kgagnon@theotg.c

36 Month Agreement - Datto Backup System

Prepared by:

The Office Technology Group
Keith Gagnon
(414) 773-0722
Fax (414) 475-0620
kgagnon@theotg.com

Prepared for:

City of Mequon
11333 N. Cedarburg Rd.
Mequon, WI 53092
Justin Schoenemann
(262) 236-2942
jschoenemann@ci.mequon.wi.us

Quote Information:

Quote #: 001602
Version: 1
Delivery Date: 03/23/2022
Expiration Date: 04/22/202

Monthly Expenses Summary

Description	Amou
Recurring Monthly Services	$1,450.
Monthly Total:	$1,450.

Summary of Selected Payment Options

Description	Amou
IT MNS Contract: 36 Month	
Selected Recurring Payment	$1,450.
Total of Recurring Payments	**$52,200.**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Contract term is 36-Months, pricing is based on 36-Month agreement.

The Office Technology Group

Signature: Keith Gagnon

Name: Keith Gagnon

Title: vCIO

Date: 03/23/2022

City of Mequon

Signature:

Name: Justin Schoenemann

Date:

Attachment: 3-Year Agreeemnt with OTG for the Datto (RESOLUTION 3939 : Datto Contract Award)

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OTG Master CSA

Master Client Services Agreement

This Master Client Services Agreement (this Agreement) is between The Office Technology Group (Company), and City of Mequon (Client). The Agreement shall be effective as the latest date of the signatures of the parties below (Effective Date). The parties agree as follows:

1. SCOPE OF SERVICES. Company agrees to assist City of Mequon with managed IT services as set forth in the Managed Services Agreement, and as set forth in one or more applicable statements of work (each, a "Statement of Work") that may be executed from time-to-time by both parties under this Agreement (collectively, the "Services"). To b effective, each Statement of Work (if any) shall reference this Agreement and, when executed by both parties, shall automatically be deemed a part of, and governed by the te of, this Agreement. Each Statement of Work is enforceable according to the terms and conditions contained therein, and in the event of a direct conflict between the language this Agreement and any Statement of Work, the language of the Statement of Work shall control, but only with respect to that particular Statement of Work. Company shall perform all Services in accordance with the relevant best practices for the managed service provider industry, as well as those service levels explicitly described in any relevant Statement of Work.

2. PAYMENT. Unless otherwise stated in a statement of work, Payment is due within thirty (30) calendar days from the date City of Mequon receives an invoice for Services fro Company. For prepaid fees or fees paid pursuant to a service plan, payment must be made in advance of work performed, unless other arrangements are agreed upon in Schec 1 or a relevant Statement of Work. Late payments shall be subject to interest on the unpaid invoice amount(s) until and including the date payment is received, at the lower of either 1.5% per month or the maximum allowable rate of interest permitted by applicable law. Late payments shall be subject to interest on the unpaid invoice amount(s) until and including the date payment is received, at the lower of either 1.5% per month or the maximum allowable rate of interest permitted by applicable law. City of Mequon shal liable for all reasonable attorneys' fees as well as costs incurred in collection of past due balances including but not limited to collection fees, filing fees and court costs. TIME IS THE ESSENCE IN THE PERFORMANCE OF ALL PAYMENT OBLIGATIONS BY CLIENT.

3. AUTHORIZED CONTACT PERSON. City of Mequon shall designate one or more authorized contact person(s) (each, an "Authorized Contact") with whom Company will condu Service-related communications. City of Mequon initial Authorized Contact(s) is/are: Justin Schoenemann. Likewise, City of Mequon may designate one or more Authorized Contacts with respect to individual Statements of Work. Each Authorized Contact shall be a point of contact for Company, and shall be authorized to provide, modify, and appr on behalf of City of Mequon regarding work direction, Statements of Work, and/or Change Orders. City of Mequon understands and agrees that Company shall be permitted to act upon the direction and apparent authority of each Authorized Contact, unless and until Company receives written notice from City of Mequon (as described below) that an Authorized Contact is no longer authorized to act on behalf of City of Mequon. If during the Term of this Agreement, City of Mequon wishes to add or remove an Authorized Contact, or modify an Authorized Contact's information or authority, City of Mequon must notify Company in writing of the change(s) including (in the event of the addition of an Authorized Contact) the Authorized Contact's name, address, email address and telephone number.

4. ACCESS TO PREMISES. To the extent that Services are performed on premises of City of Mequon ("Premises"), City of Mequon hereby grants to Company the right of ingress and egress over the Premises and further grants Company a license to provide the Services described in any Statement of Work within the Premises. To the extent that Services are provided to City of Mequon on property other than the Premises, it shall be the responsibility of City of Mequon to secure, at Client's own cost, prior to the commencemer of any Services, any necessary rights of entry, licenses, permits or other permission necessary for Company to provide Services at such location(s). City of Mequon shall provide Company with any passwords or keys (virtual or otherwise) that Company requires in order to provide the Services to City of Mequon. Company shall not be liable for delay in performance or nonperformance of any term or condition of this Agreement directly or indirectly resulting from Client's denial to Company of full and free access to Client's systems and components thereof, or Client's denial to Company of full and free access to Client's personnel or Premises pursuant to this Agreement.

5. WARRANTIES; LIMITATIONS OF LIABILITY. a.) Any third party products provided to City of Mequon pursuant to this Agreement, including but not limited to third party hardware, software, peripherals and accessories (collectively, "Third Party Products") shall be provided to City of Mequon "as is". Company shall use reasonable efforts to assig all warranties (if any) for the Third Party Products to City of Mequon, but will have no liability whatsoever for such third party products. All Third Party Products are provided WITHOUT ANY WARRANTY WHATSOEVER as between Company and City of Mequon, and Company shall not be held liable as an insurer or guarantor of the performance or quality of Third Party Products.

b.) Company assumes no liability for failure of equipment or software or any losses resulting from such failure.

c.) City of Mequon warrants and represents that it shall not use the System for any purposes or activities that violate the laws of any jurisdiction, including the sending of unsolicited, bulk commercial email (i.e., SPAM).

d.) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR LOST REVENUE, LOSS OF PROFITS, SAVINGS, OTHER ECONOMIC LOSS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ANY STATEMENT OF WORK(S) OR ANY SERVICES PERFORMED OR PARTS SUPPLIED HEREUNDER, ANY LOSS OR INTERRUPTION OF DATA, TECHNOLOGY OR SERVICES, OR FOR ANY BREACH HEREOF OR FOR ANY DAMAGES CAUSED BY DELAY IN FURNISHING SERVICES UNDER THIS AGREEMENT OR ANY STATEMENT(S) OF WORK EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR DAMAGES FROM ANY AND ALL CAUSES WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT C NEGLIGENCE, SHALL BE LIMITED TO THE AMOUNT OF THE AGGRIEVED PARTY'S ACTUAL DIRECT DAMAGES NOT TO EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO COMPAN FOR THE SERVICES DURING THE THREE (3) MONTHS IMMEDIATELY PRIOR TO THE DATE ON WHICH THE CAUSE OF ACTION ACCRUED. IT IS UNDERSTOOD AND AGREED THAT TH COSTS OF HARDWARE OR SOFTWARE (IF ANY) PROVIDED TO CLIENT UNDER THIS AGREEMENT SHALL NOT BE INCLUDED IN THE CALCULATION OF THE LIMITATION OF DAMAGE DESCRIBED IN THE PRECEDING SENTENCE.

6. INDEMNIFICATION. Each party (an "Indemnifying Party") hereby agrees to indemnify, defend and hold the other party (an "Indemnified Party") harmless from and against a and all loss, damage, cost, expense or liability, including reasonable attorneys' fees, (collectively, "Damages") that arise from, or are related to the negligent acts, negligent omissions or intentional wrongful misconduct of the Indemnifying Party and/or the Indemnifying Party's employees or subcontractors, and from any Damages arising from or related to the Indemnifying Party's uncured, material breach of this Agreement. The Indemnifying Party further agrees to indemnify, defend, save and hold harmless the Indemnified Party, its offices, agents and employees, from all Damages arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicense use of any material, property or other work in connection with the performance of the Services; provided however, that such Damages are the direct result of the Indemnifying Party's actions and not due to the Indemnified Party's fault, in whole or in part.

7. COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY. Each party (a "Creating Party") owns and retains all intellectual property rights in and to all of the Creating Party's work authorship, including but not limited to all plans, software or software modifications developed by the Creating Party, and all modules derived or created from such materials

Attachment: 3-Year Agreeemnt with OTG for the Datto (RESOLUTION 3939 : Datto Contract Award)

THE OFFICE TECHNOLOGY GROUP
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(collectively, "Creating Party's IP"). The Creating Party's IP may not be distributed or sold in any form or manner without the express written consent of the Creating Party. Duri the term of this Agreement, Client may use and modify any intellectual property provided to Client by Company pursuant to this Agreement, provided that such modifications do not result in or cause the infringement of any intellectual property rights of any third party, (ii) do not require Client to reverse engineer Company's intellectual property, an (iii) do not negatively impact the security or integrity of any of Company's equipment, or the integrity or implementation of the Services. Each party's limited right to use the ot party's intellectual property as described herein automatically terminates upon the termination of this Agreement.

8. TERMINATION. a.) Without Cause. This agreement is in effect for the term specified and is non-cancelable.

b.) Consent. The parties may mutually consent, in writing, to terminate this Agreement or any Statement of Work at any time.

c.) Default. In the event that one party (a "Defaulting Party") commits a material breach of this Agreement or a Statement of Work, the non-Defaulting Party shall have the righ but not the obligation, to terminate immediately this Agreement or the relevant Statement of Work provided that (i) the non-Defaulting Party has notified the Defaulting Party the specific details of the breach in writing, and (ii) the Defaulting Party has not cured the default within ten (10) days following receipt of written notice from the non-Defaulti Party.

d.) Equipment Removal. Upon termination of this Agreement for any reason, City of Mequon shall provide Company with access, during normal business hours, to Client's premises (or any other locations at which Company-owned equipment is located) to enable Company to remove all Company-owned equipment from such premises (if any).

e.) Transition. In the event this Agreement is terminated for any reason whatsoever, all City of Mequon data held by Company shall be returned to City of Mequon in a commercially reasonable manner and time frame, not to exceed fifteen (15) calendar days following the date of request of the return of such data by City of Mequon. The data shall be returned in a comma separated value (i.e., CSV) format, unless another industry-standard format is mutually agreed upon by the parties. In the event that City of Mequ requests Company's assistance to transition to a new service provider, Company shall do so provided that (i) all fees due and owing to Company under this Agreement are paid Company in full prior to Company providing its assistance to City of Mequon, and (ii) City of Mequon agrees to pay Company its then-current hourly rate for such assistance, w upfront amounts to be paid to Company as agreed upon between the parties. Company shall have no obligation to store or maintain any City of Mequon data in Company's possession or control beyond fifteen (15) calendar days following the termination of this Agreement. Company shall be held harmless for and indemnified by City of Mequon against any and all claims, costs, fees, or expenses incurred by either party that arise from, or are related to, Company's deletion of City of Mequon data beyond the time fram described in this Section.

f.) Impact. Termination of a Statement of Work shall not act as a termination of any other Statement of Work or as a termination of this Agreement as a whole. Termination of t Agreement, however, shall act as a termination of all Statements of Work then pending, unless the parties agree otherwise in writing.

g.) No Liability. Unless expressly stated in this Agreement, neither party shall be liable to the other party or any third party for any compensation, reimbursement, losses, expenses, costs or damages (collectively, "Damages") arising from or related to, directly or indirectly, the termination of this Agreement for any reason, or for Damages arising from or relating to Company's disclosure of information pursuant to any valid legal request to which Company is required to comply. This waiver of liability shall include, but sh not be limited to, the loss of actual or anticipated profits, anticipated or actual sales, and of expenditures, investments, or commitments in connection with such party's or any third party's goodwill or business.

9. UPTIME; REPORTING; REMEDIES. a.) Uptime. Company warrants and represents that the Services shall be available to City of Mequon as indicated on Schedule 1 or any relevant Statement of Work ("Uptime"), except during Scheduled Downtime (defined below), or due to client-side downtime (described below) or when outages or issues occu due to a force majeure event.

b.) Scheduled Downtime. For the purposes of this Agreement, Scheduled Downtime shall mean those hours, as determined by Company but which shall not occur between the hours of 8 AM and 6 PM Monday through Friday without authorization from City of Mequon or unless exigent circumstances exist, during which time Company shall perform scheduled maintenance or adjustments to its network. Company shall use its best efforts to provide City of Mequon with at least forty-eight (48) hours of notice prior to scheduling Scheduled Downtime.

c.) Client-Side Downtime. Notwithstanding any provision to the contrary, Company shall not be responsible for any delays or deficiencies in the Services to the extent that such delays or deficiencies are caused by Client's action or omissions. In the event that such delays or deficiencies occur, Company shall be permitted to extend any relevant deadlin Company deems necessary to accommodate such delays or deficiencies.

d.) Reports. Upon the written request of City of Mequon, Company shall make available to City of Mequon service reports that illustrate the Uptime in the prior calendar mont In the event that Company failed to adhere to its Uptime commitments as described in paragraph (a) above, the relevant monthly report shall state (i) the time period in which uptime requirement was not met, and (ii) the reasons (if reasonably known to Company) why the Uptime requirement was not met.f.) Exemption. The parties acknowledge and agree that for the first thirty (30) days following the Effective Date, the Uptime commitment described in this Section shall not apply to Company, it being understood that ther may be unanticipated downtime or delays due to Company's initial startup activities with Client (the "Startup Exception").

e.) Remedies; Limitations. Notwithstanding any provision to the contrary, except for the Startup Exception (described below), if Company fails to meet its Uptime commitment given calendar month, then upon written request from City of Mequon, Company shall issue City of Mequon a credit in an amount equal to the period of time of the outage. A requests for credit shall be made by City of Mequon no later than thirty (30) days after City of Mequon either (i) reports the outage to Company, or (ii) receives the monthly re showing the outage. Further, if Company fails to meet its Uptime commitment on ten (10) or more occasions over the course of a three (3) contiguous month period, City of Mequon shall have the right to terminate this Agreement immediately for cause by providing Company with written notice of termination, with no further liability to Company whatsoever. The remedies contained in this paragraph and those in Section 10(c) above, are in lieu of (and are to the exclusion of) any and all other remedies that might otherv be available to City of Mequon for Company's failure to meet any service level during the term of this Agreement.

10. CONFIDENTIALITY. a.) Defined. For the purposes of this Agreement, Confidential Information shall mean any and all non-public information provided to Company by City o Mequon, including but not limited to City of Mequon customer data, customer lists, internal City of Mequon documents, and related information. Confidential Information sha not include information that: (i) has become part of the public domain through no act or omission of Company, (ii) was developed independently by Company, or (iii) is or was lawfully and independently provided to Company prior to disclosure by City of Mequon, from a third party who is not and was not subject to an obligation of confidentiality or otherwise prohibited from transmitting such information.

b.) Use. Company shall keep Client's Confidential Information confidential and shall not use or disclose such information to any third party for any purpose except (i) as express authorized by City of Mequon in writing, or (ii) as needed to fulfill Company's obligations under this Agreement. If Company is required to disclose the Confidential Informatior any third party as described in part (ii) of the preceding sentence, then Company shall ensure that such third party is required, by written agreement, to keep the information confidential under terms that are at least as restrictive as those stated in this Section.

c.) Due Care. Company shall exercise the same degree of care with respect to the Confidential Information it receives from City of Mequon as Company normally takes to safeguard and preserve its own confidential and proprietary information, which in all cases shall be at least a commercially reasonable level of care.

Attachment: 3-Year Agreeemnt with OTG for the Datto (RESOLUTION 3939 : Datto Contract Award)

THE OFFICE TECHNOLOGY GROUP
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P: (414) 773-07
E: kgagnon@theotg.c

d.) Compelled Disclosure. If Company is legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar proce to disclose any of the Confidential Information, Company shall immediately notify City of Mequon in writing of such requirement so that City of Mequon may seek a protective order or other appropriate remedy and/or waive Company's compliance with the provisions of this Section. Company will use its best efforts, at Client's expense, to obtain or assist Company in obtaining any such protective order. Failing the entry of a protective order or the receipt of a waiver hereunder, Company may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that Company has been advised by written opinion of counsel reasonably acceptable to Compa that it is legally compelled to disclose.

11. MISCELLANEOUS. a.) Assignment. This Agreement or any Statement of Work may not be assigned or transferred by Company without the prior written consent of City of Mequon. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns. Notwithstandi the foregoing, Company may assign its rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of assets of the business of a party, or any other transaction in which ownership of more than fifty percent (50%) of either party's voting securities is transferred; provided such assignee expressly assumes the assignor's obligations hereunder.

b.) Amendment. No amendment or modification of this Agreement or any Statement of Work (including any schedules or exhibits) shall be valid or binding upon the parties un such amendment or modification specifically refers to this Agreement, is in writing, and is signed by one of the Designated Contacts of each party.

c.) Time Limitations. The parties mutually agree that any action for breach of or upon a matter arising out of this Agreement or any Statement of Work must be commenced wi one (1) year after the cause of action accrues or the action is forever barred.

d.) Severability. If any provision hereof or any Statement of Work is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent o such invalidity, illegibility or unenforceability so that the remainder of that provision and all remaining provisions of this Agreement or any Statement of Work shall be valid anc enforceable to the fullest extent permitted by applicable law.

e.) Other Terms. Company shall not be bound by any terms or conditions printed on any purchase order, invoice, memorandum, or other written communication between the parties unless such terms or conditions are incorporated into a duly executed Statement of Work. In the event any provision contained in this Agreement is held to be unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement, and the Agreement shall be construed as if such an unenforceable provision or provisions had never been included in this Agreement.

f.) No Waiver. The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the temporary or recurring waiver of any term or condition of this Agreement, or the granting of an extension of the time for performance, shall not constitute an Agreement to waive such terms with respect to any ot occurrences.

g.) Merger. This Agreement, together with any Statement(s) of Work, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the Services, and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. Any document that is not expressly and specifically incorporated into this Agreement or Statement of Work shall act only to provide illustrations or descriptic of Services to be provided and shall not act to modify this Agreement or provide binding contractual language between the parties. Company shall not be bound by any agents employees' representations, promises or inducements not explicitly set forth herein.

h.) Force Majeure. Company shall not be liable to City of Mequon for delays or failures to perform its obligations under this Agreement or any Statement of Work because of circumstances beyond its reasonable control. Such circumstances include, but shall not be limited to, any acts or omissions of any governmental authority, natural disaster, act public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, acts of God, or any other events beyond the reasonable control of Company.

i.) Non-Solicitation. Client acknowledges and agrees that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, City o Mequon will not, individually or in conjunction with others, directly or indirectly solicit, induce or influence any of Company's employees or subcontractors to discontinue or reduce the scope of their business relationship with Company, or recruit, solicit or otherwise influence any employee or agent of Company to discontinue such employment or agency relationship with Company. In the event that City of Mequon violates the terms of the restrictive covenants in this Section 12(j), the parties acknowledge and agree tha the damages to Company would be difficult or impracticable to determine, and agree that in such event, as Company's sole and exclusive remedy therefore, City of Mequon sh pay Company as liquidated damages and not as a penalty an amount equal to fifty percent (50%) percent of that employee or subcontractor's first year of base salary with City Mequon (including any signing bonus).

j.) Insurance. Company and City of Mequon shall each maintain, at their own expense, all insurance reasonably required in connection with this Agreement or any Statement o Work, including but not limited to, workers compensation and general liability. Company agrees to maintain a general liability policy with a limit not less than $1,000,000 per occurrence, and an automobile liability insurance policy of not less than $250,000 bodily injury per person, $250,000 per accident, and $100,000 property damage liability. All the insurance policies described herein shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the other party by certified mail. The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Anywhere w the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability B+ to A+.

k.) Governing Law; Venue. This Agreement and any Statement of Work shall be governed by, and construed according to, the laws of the State of Wisconsin. City of Mequon hereby irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts in Milwaukee County, in the State of Wisconsin, for any and all claims and causes of action arising from or related to this Agreement. THE PARTIES AGREE THAT THEY WAIVE ANY RIGHT TO A TRIAL BY JURY for any and all claims and causes of action arising from or related to this Agreement.

l.) No Third Party Beneficiaries. The Parties have entered into this Agreement solely for their own benefit. They intend no third party to be able to rely upon or enforce this Agreement or any part of this Agreement.

m.) Usage in Trade. It is understood and agreed that no usage of trade or other regular practice or method of dealing between the Parties to this Agreement shall be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.

n.) Business Day. If any time period set forth in this Agreement expires on a day other than a business day in Milwaukee County, Wisconsin, such period shall be extended to an through the next succeeding business day in Milwaukee County, Wisconsin.

o.) Notices. Where notice is required to be provided to a party under this Agreement, such notice shall be deemed delivered upon receipt by the receiving party, or refusal of delivery, when deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or one (1) day following delivery when sent by FedEx the addresses set forth in the opening paragraph of this Agreement, or to such other address(es) as the parties may designate from time to time.

p.) Independent Contractor. Each party is an independent contractor of the other, and neither is an employee, partner or joint venturer of the other.

q.) Subcontractors. Company may subcontract part or all of the Services to one or more third parties provided, however that Company shall be responsible for, and shall

Attachment: 3-Year Agreeemnt with OTG for the Datto (RESOLUTION 3939 : Datto Contract Award)

THE OFFICE TECHNOLOGY GROUP
www.theotg.com
P: (414) 773-07
E: kgagnon@theotg.c

guarantee, all work performed by any Company-designated subcontractor as if Company performed such work itself. Notwithstanding the foregoing, Company shall not deleg
or subcontract any Services that are expressly designated as being non-delegable by Client on a statement of work.

r.) Counterparts. The parties may execute and deliver this Agreement and any Statement of Work in any number of counterparts, each of which shall be deemed an original an
of which, when taken together, shall be deemed to be one agreement. Each party acknowledges and agrees that this Agreement is intended to be executed and transmitted to
other party via electronic means. Accordingly, a party may execute and deliver this Agreement (or any Statement of Work) electronically (e.g., by digital signature and/or
electronic reproduction of a handwritten signature), and the receiving party shall be entitled to rely upon the apparent integrity and authenticity of such signature for all
purposes.

s.) Escalation. Client acknowledges that after the first twelve (12) months of the Term (or any extension or renewal) of any agreements, and at the end of each following twelve
(12) month period thereafter, the minimum monthly payments may be increased by an amount equal to or lesser than 15% of the minimum payment in the previous 12 month

Attachment: 3-Year Agreeemnt with OTG for the Datto (RESOLUTION 3939 : Datto Contract Award)

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: **April 4, 2022**
SUBJECT: **RESOLUTION 3940 A Resolution Authorizing the Execution of a Software as a Service (SaaS) Contract with Tyler Technologies, Inc. of Yarmouth, Maine, in Connection with a Cloud-Based Transition of the City's Enterprise Resource Planning System (MUNIS)**

Background

Since 2012, the City of Mequon has utilized Tyler Technologies' MUNIS Enterprise Resource Planning (ERP) System. MUNIS currently manages the City's financials, budgeting process, employee time tracking, reporting, and several human resource activities. Once fully implemented, MUNIS can provide additional software resources to support a number of operations ranging from licensing to operations management across all City departments. The City's current version of MUNIS is housed and operated onsite.

Analysis

As part of reviewing key systems at the end of last year, it was learned the City's current version of MUNIS is six versions behind and will not be supported by Tyler Technologies by the end of October 2022. According to Tyler Technologies, the City would have needed to reserve an upgrade time with its team a year or more ago to secure the transition before the October 2022 deadline. Tyler Technologies' on-premises upgrade team and cloud upgrade team have a limited number of upgrade opportunities each year. The on-premises team is booked for all of 2022. Furthermore, Tyler Technologies has also stated that the latest on-premises version update of the software will be the last version of the software to be implemented. Eventually, all municipalities will have to eventually transition to a cloud-based version of MUNIS.

Alternatively, Tyler Technologies cloud upgrade team still has opportunities for the City to sign-up to transition MUNIS to the latest version of the software in the cloud. While migrating MUNIS to the cloud is being proposed to happen sooner, the transition is recommended by the IT Strategic Plan completed by Avero Advisors at the end of 2021.

The transition to the latest version of MUNIS in the cloud will eliminate a number of recurring software issues, avoid additional hardware costs in 2022, and also provide staff access to the latest tools MUNIS offers to provide better services. Furthermore, upgrading to the cloud version of MUNIS now will eliminate the need to go through this process again within the next two years.

Furthermore, by transitioning Munis to the cloud the City will realize a number of operational benefits. The cloud will provide automatic software updates, increase scalability, improve data

retention and recovery, reduce onsite support requirements, improve software uptime and eliminate local hardware.

Fiscal Impact

The City's current annual costs for licensing and support services for MUNIS is $44,048 and has a 5% annual premium escalation. After negotiations with MUNIS, the City has been able to secure a discounted price of $68,498 with a 3% annual escalation rate. However, there will be other savings to help offset the price increase. The City will be able to save $7,200 annually since four servers will be deactivated and no longer have to secure capital for replacement costs of those servers going forward. Transitioning to the cloud increases licensing costs annually by $16,250 after considering the hardware savings. A copy of the agreement is on file in the City Administrator's Office as is available upon request.

Recommendation

A recommendation is forthcoming from the Finance-Personnel Committee on April 12, 2022.

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3940

A Resolution Authorizing the Execution of a Software as a Service (SaaS) Contract with Tyler Technologies, Inc. of Yarmouth, Maine, in Connection with a Cloud-Based Transition of the City's Enterprise Resource Planning System (MUNIS)

RECITALS

A. Since 2012, The City of Mequon has utilized the MUNIS Enterprise Resource Planning (ERP) System from Tyler Technologies for its finance-related activities.

B. The City's current on-premises version of MUNIS needs updates, and the City is best served to transition to a cloud-based version of MUNIS as part of the upgrade process.

C. The City has negotiated the enclosed Software as a Service (SaaS) agreement for the upgrade of MUNIS with Tyler Technologies.

D. The Finance-Personnel Committee has reviewed the above recommendations and recommends approval of the attached Software as a Service (Saas) agreement for MUNIS with Tyler Technologies.

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

1. The Software as a Service Agreement (SaaS) for MUNIS with Tyler Technologies, Inc. of Yarmouth, Maine, 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: April 12, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 12, 2022.

_____
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: **Jac Zader, Assistant Director Community Development**
DATE: **April 12, 2022**
SUBJECT: **RESOLUTION 3941 A Resolution Approving a Contract for Streetscape Design on Port Washington Road Between Mequon and County Line Roads with Harwood Engineering Consultants, Milwaukee, Wisconsin, in the Amount of $24,000**

Background

Over the last year, the Economic Development Board has been exploring a number of different options that would help spur redevelopment along south Port Washington Road. At the November 16 meeting, the Board recommended that existing and future unallocated increment in TIF Districts #4 and #5 should be used for the planning and implementation of public improvements along the Port Washington Road corridor from County Line Road to Mequon Road. The recommendation includes the hiring of a consultant to look at design alternatives related to the installation of new lighting, landscaping, signage, and other public amenities. As of 2021, the two TIF districts combined have approximately $1,000,000 in unallocated increment. In addition, the Port Washington Ad Hoc Design Committee, at their December 9, 2021, meeting also recommended that the City should hire a consultant to design streetscaping improvements along Port Washington Road.

The City issued a Request for Proposals (attached) for design services on February 4 with responses due by March 10. The City received two responses to the RFP and conducted interviews with the two applicants on March 28. City staff (Director Tollefson, Assistant Director Zader and Public Works Director Lundeen) and four members of both the Ad Design Committee and Economic Development Board sat in on the interviews and evaluated and scored each applicant.

Analysis

The two firms interviewed were Harwood Engineering and Ayres and Associates. Both consultants displayed a good understanding of the scope of work and a high level of knowledge and experience. Based on the evaluation and scoring of the nine members of the interview panel, the consultant that scored the highest on this project was Harwood Engineering.

Fiscal Impact

Hardwood Engineering has represented their proposal (attached) at a not-to-exceed cost of $19,875. As with previous contract awards, staff recommends award with a contingency for a total not-to-exceed contract cost of $24,000. The contract will be funded using existing increment from TIF #4 and #5. For reference, the Ayers and Associates bid was $49,500.

Recommendation
A recommendation from the Finance-Personnel Committee is forthcoming on April 12, 2022.

Attachments:
Harwood Proposal (PDF)
RFP (DOC)
Contract (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3941

A Resolution Approving a Contract for Streetscape Design on Port Washington Road Between Mequon and County Line Roads with Harwood Engineering Consultants, Milwaukee, Wisconsin, in the Amount of $24,000

RECITALS

A. Staff issued a Request-for-Proposals for Streetscape Design on Port Washington Road.

B. Staff and members of the Ad Hoc Committee and the Economic Development Board received and reviewed two proposals and interviewed both firms for consideration.

C. Staff and members of the Port Washington Road Ad Hoc Committee and Economic Development Board recommend that the contract be awarded to Harwood Engineering Consultants of Milwaukee, Wisconsin based upon the proposal amount of $19,875.

D. Design Services are eligible for, and therefore shall be funded through, existing funds in TID #4 and #5.

E. To provide for additional services that may result from execution of the contract and proper project design, the contract award amount shall be authorized with a contingency, for a total not-to-exceed cost of $24,000.

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

1. The Architectural/Engineering Design Services for a Streetscape Design along Port Washington Road is awarded to Harwood Engineering Consultants of Milwaukee, Wisconsin, in an amount not to exceed $24,000, 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: April 12, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 12, 2022.

_____

Caroline Fochs, City Clerk

Professional Landscape Architectural Services for

Attachment: Harwood Proposal (RESOLUTION 3941 : RFP Streetscape Design PW Road)

Response to Request for Proposal

City of Mequon
TID #4 and #5 Public Improvements

Design Services for Port Washington Road Streetscaping

March 10, 2022

255 North 21st Street
Milwaukee, WI 53233
P (414) 475-5554
f (414) 773-9299
harwood@hecl.com

Harwood Engineering Consultants

Harwood Engineering Consultants

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Attachment: Harwood Proposal (RESOLUTION 3941 : RFP Streetscape Design PW Road)

Harwood Engineering Consultants

COVER LETTER

March 10, 2022

Mr. Jac Zader, Assistant Director of Community Development
Ms. Kristen Lundeen, City Engineer
City of Mequon
11333 N. Cedarburg Road
Mequon, WI 53092

RE: City of Mequon, TID #4 and #5 Public Improvements – Design Services for Port Washington Road Streetscaping

Dear Mr. Zader & Ms. Lundeen,

Thank you for the opportunity to submit our proposal to the City of Mequon for this exciting streetscape planning project. We want to assist the City through a logical, intuitive, and creative process to achieve the goals and build consensus for this project.

We have assembled an experienced team of professional who will develop practical, inviting streetscape enhancements including pedestrian scale elements, artwork, furniture, signage and landscape that will create a distinct identity along the Port Washington Road corridor and also for future enhancements along the northern section of the Port Washington Road corridor.

The Port Washington corridor is currently vehicular orientated consisting of turf medians and terraces. Very tall, commercial grade light poles are located in the center medians for the majority of the corridor along with power lines along the west side. This is a very exciting opportunity to offer design services that will not only create a unified streetscape but to also create a sense of place for the businesses, residents and visitors.

Harwood's landscape architects, civil engineers and lighting designers have strong backgrounds in streetscape designs and community projects. We understand the dynamics of designing a streetscape plan that will meets the needs of the City while also maximizing efficiencies and reducing the maintenance. Our proposal includes our business information, project approach, relevant project experience along with the resumes of our project team and we are confident that our team's proven experience is a good fit for this project. Harwood also has experienced in-house architects, structural engineers, MEP engineers and construction administrators whom we can call upon for technical advice, as needed, throughout the project. Our design team for this project has recently completed two projects for the City of Mequon, City Hall and the library bioswale.

Thank you again for the opportunity to provide our proposal. We are looking forward to working with the City of Mequon to develop a streetscape plan that will provide a realistic vision in a logical cost-effective sequence.

Sincerely,

Harwood Engineering Consultants, Ltd.

Luke Haas, PLA, ASLA
Senior Associate
Director of Landscape Architecture
luke.haas@hecl.com
direct 414.918.1220

Attachment: Harwood Proposal (RESOLUTION 3941 : RFP Streetscape Design PW Road)

Harwood Engineering Consultants

Section 1.0: Project Staffing

COMPANY INTRODUCTION

HARWOOD ENGINEERING CONSULTANTS, LTD.
255 North 21st Street
Milwaukee, Wisconsin 53233
P. (414) 475-5554 | F. (414) 773-9299 | www.hecl.com
(Main and only location for business transactions)

Employees:	31/15 Licensed		
Organized:	1973	**FEIN No.:**	39-1498508
Incorporated	1983	**Legal Status:**	Corporation
Total Years In Business:	48	**WI Professional Registration:**	2053-11

Attachment: Harwood Proposal (RESOLUTION 3941 : RFP Streetscape Design PW Road)

Harwood Engineering Consultants

FIRM HISTORY

The roots of HARWOOD ENGINEERING CONSULTANTS date back to 1924 when two engineers, Paul and John Brust, joined the 1906 Brust-Brust established architectural firm of Peter Brust, Architects. In 1938 the firm's new name became Brust & Brust Architecture, Engineering & Planning. In 1983 the firm became Harwood Engineering. In 1989 the firm began adding additional disciplines; Electrical, Mechanical (HVAC), Plumbing and Fire Protection. In 2005 the firm added Civil Engineering, and is now a full-service engineering firm located in the Menomonee Valley in Milwaukee, Wisconsin serving the public and private sectors.

MISSION

Harwood Engineering's mission is to consistently deliver excellent, creative, professional planning and engineering solutions that enhance the quality of human environment while meeting the functional needs and economic goals of the client. Currently Harwood employs over 30 professionals.

COMPANY DIRECTORS

Thomas B. Olejniczak, PE, LEED AP
President | Principal
Director of Civil Engineering
d. (414) 918-1240
Years at Harwood: 17 Other:8

Luke Hass, PLA, ASLA
Senior Associate
Director of Landscape Architecture
d. (414) 918-1220
Years at Harwood: 01 Other:16

Mary Piontkowski, PE, SE (IL)
Vice President
Director of Structural Engineering
d. (414) 918-1205
Years at Harwood: 11 Other:05

Patrick Geraghty, DE
Vice President
Director of Plumbing Design
d. (414) 918-1210
Years at Harwood: 29 Other:13

Tom Peterson, PE, LEED AP
Vice President | Principal
Director of Electrical Engineering
d. (414) 918-1225
Years at Harwood: 26 Other:10

José Franco Jr., PE
Vice President | Principal
MEP Manager
d. (414) 918-1221
Years at Harwood: 21 Other:0.5

Attachment: Harwood Proposal (RESOLUTION 3941 : RFP Streetscape Design PW Road)

Harwood Engineering Consultants

PROJECT TEAM

PRICIPAL IN CHARGE/QC | ESTIMATED TIME: 10%
Thomas B. Olejniczak, PE, LEED AP
President | Principal |Director of Civil Engineering
tom.olejniczak@hecl.com
d. (414) 918-1240

LANDSCAPE ARCHITECT/PROJECT MANAGER
MAIN POINT OF CONTACT | ESTIMATED TIME: 65%
Luke Haas, PLA, ASLA
Senior Associate | Director of Landscape Architecture
luke.haas@hecl.com
d. (414) 918-1220

CIVIL ENGINEER | ESTIMATED TIME: 25%
Brad Seubert, PE
Senior Associate | Civil Project Manager
brad.seubert@hecl.com
d. (414) 918-1204

LIGHTING DESIGNER
Erik Kopp
Senior Associate | Senior Lighting Design
erik.kopp@hecl.com
d. (414) 918-1234

Attachment: Harwood Proposal (RESOLUTION 3941 : RFP Streetscape Design PW Road)

Harwood Engineering Consultants

Harwood Engineering Consultants

THOMAS B. OLEJNICZAK, PE, LEED AP

President | Principal | Director of Civil Engineering

ROLE ON PROJECT

Principal In Charge

BIOGRAPHY

In 2005, Harwood Engineering complemented its firm by adding civil engineering consulting services. Based on Mr. Olejniczak's many years of experience as a local municipal engineer and coordinator of department operations, he was the perfect choice to start up and head the department.

Tom has an extensive background in design, construction management, and project coordination. Tom has managed a number of civil project types, including stormwater management, all forms of site development, subdivision design, municipal entitlement process, grading and erosion control plans, and construction permitting.

Tom was named President of Harwood Engineering in 2019.

PROJECT EXPERIENCE (PARTIAL LIST)

Aurora ADA Upgrades – Sheboygan, WI

Aurora Clinic ADA Retrofit – Brookfield, WI

Aurora Clinics – Mount Pleasant, Elkhorn, Racine, Manitowoc, Mukwonago, Crivitz - WI

Aurora OSK Hospital – New ADA Parking, Oshkosh, WI

Aurora Psychiatric Campus, ADA Improvements – Wauwatosa

BMO Harris Bank, ADA Analysis and Upgrades – 50+ Locations

Children's Clinic ADA Parking and Access - Milwaukee, WI

City of Brookfield, ADA Review of Sites as Part of Development Review – Brookfield, WI

Concordia University PTOT - ADA Site Upgrades- Mequon, WI

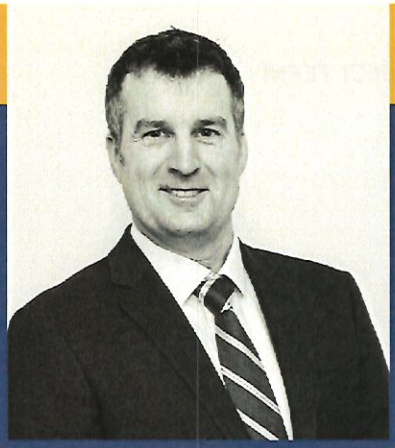
Kraemer Cancer Center – West Bend

Medical College of Wisconsin, ADA Site Improvements – Milwaukee, WI

New London Library and Museum Study, ADA Accessibility – New London, WI

Waukesha County, Health and Human Services ADA Improvements – Waukesha, WI

Waukesha County, Paving and Site Improvements, Various Sites, ADA Revisions and Improvements – Waukesha, WI



EXPERIENCE

Years at Current Firm:	16
Years at Other Firm(s):	8

PROFESSIONAL REGISTRATION(S)

Registered Professional Engineer, 35636-6, Wisconsin, Granted 2002

Also Registered in Illinois

FAA Licensed UAV Pilot

LEED Accredited Professional

Certified Parksmart Advisor

EDUCATION

Bachelor of Science, Civil Engineering, dual emphasis in Construction & Geotechnical Engineering, University of Wisconsin-Platteville (ABET Accredited), Platteville, WI, 1997

Leadership Training, Cardinal Stritch University, Milwaukee, WI, 2011

MEMBERSHIPS/AFFILIATIONS/ETC.

City of Wauwatosa Streetscape Committee Member

City of Milwaukee BID Board #26 Board Member

Bear Lake Preservation Association Member

NAIOP Member

Order of the Engineer

FUN FACT

We've all heard the expression "If these walls could talk." Well, the walls in Tom's 1800's farmhouse speak to him. During renovation projects, he has found newspaper clippings and someone's hidden homework. His neighbors tell him the house is haunted!

Attachment: Harwood Proposal (RESOLUTION 3941 : RFP Streetscape Design PW Road)

Harwood Engineering Consultants

Harwood Engineering Consultants

LUKE HAAS, PLA, ASLA

Senior Associate | Director of Landscape Architecture

ROLE ON PROJECT

Landscape Architect/Project Manager
Main Point of Contact

BIOGRAPHY

Luke has been in the landscape architectural field for over 16 years, working in numerous sectors from development firms to design/build contractors to design firms. His experience includes master planning, detailed site design and comprehensive landscape plans for commercial and multi-family developments, senior living campuses, courtyards/plazas, streetscapes, and community parks.

Luke conducts site inventory/analysis and creates conceptual and final landscape plans, color Photoshop renderings and 3D Sketchup design models. He also creates project proposals and fees along with construction budgets. Luke has multiple years of experience managing the design and construction of projects. He has the ability to effectively communicate with clients regarding design preferences, contracts and budgets.

PROJECT EXPERIENCE (PREVIOUS EMPLOYERS)

Trinity Woods at Mount Mary University – Milwaukee, WI
The Charmant Hotel – La Crosse, WI
The Fortress – Milwaukee, WI
The Reserve at Mayfair – Wauwatosa, WI
Consaul Commons Plaza – Whitefish Bay, WI
Waukesha City Hall – Waukesha, WI
MIAD Student Plaza and Streetscape – Milwaukee, WI
Fairway Knoll Senior Living – Germantown, WI
Towner Crest Senior Living – Oconomowoc, WI
Mainstreet Transitional Care Facilities – Texas and Arizona
Coakley Brothers Interiors – Milwaukee, WI
Belle Square Mixed-Use Development – La Crosse, WI
The Grove Mixed-Use Development – Madison, WI
Hiawatha National Bank Headquarters – Plymouth, WI
The Corridor Streetscape / Entry Features – Brookfield, WI
Riverfront & Barstow Streetscapes – Waukesha, WI
Gilbert Riverfront Trail – Menasha, WI
Sussex Quarry Park – Sussex, WI
Korb Sports Complex – Cedarburg, WI
Urban Landscape Design Guide, Code Update – Milwaukee, WI
Milwaukee Public Library G.I. Improvements – Milwaukee, WI

EXPERIENCE

Years at Current Firm:	1
Years at Other Firm(s):	16

PROFESSIONAL REGISTRATION(S)

Registered Landscape Architect, #668 Wisconsin

EDUCATION

Bachelor of Science, Landscape Architecture, University of Wisconsin-Madison, Madison, WI, 2005

MEMBERSHIPS/AFFILIATIONS/ETC.

Speaker, "Greening the Edge" 2019 APA – Upper Midwest Planning Conference

FUN FACT

Luke enjoys playing golf with his dad and passing the game along to his three kids. Luke has two holes in one to his name. Both in the same year, on the same course and the exact same holes as his grandfather.

Attachment: Harwood Proposal (RESOLUTION 3941 : RFP Streetscape Design PW Road)

Harwood Engineering Consultants

Harwood Engineering Consultants

BRADLEY M. SEUBERT, PE

Senior Associate | Civil Project Engineer Manager

ROLE ON PROJECT

Civil Project Engineer

BIOGRAPHY

Mr. Seubert has been a civil design engineer on numerous types of projects including residential, commercial, and municipal.

Brad is responsible for all aspects of site design such as road and parking layouts, grading plans, utility planning and design, as well as stormwater management plans, and "green" Best Management Practices (BMP).

Brad is proficient in the latest design software, including 3D modelling with AutoCAD Civil 3D.

PROJECT EXPERIENCE (PARTIAL LIST)

Milwaukee County North Hwy Garage - Milwaukee, WI

Brown County Community Treatment Center - Brown County, WI

Brown County Jail Addition & Medical Examiner's Office - Green Bay, WI

East Side Fire Station - Stormwater Certification - Mequon, WI

Fox Cities Exposition Center - Appleton, WI

Glendale, City Hall & Police Department, Addition & Remodeling - Glendale, WI

Mequon City Hall - Parking Lot Redevelopment

Mequon Civic Campus, Bio swale Project - Mequon, WI

Muskego City Hall, MMSD Application, Muskego, WI

New Berlin Utilities Garage, New Addition and Renovation - New Berlin, WI

Rock County Communications Center Addition & Remodeling - Janesville, WI

Rock County Health and Human Services Building - Janesville, WI

South Wood County VA Tenant Buildout - Wisconsin Rapids, WI

Town of East Troy, New Town Hall - East Troy, WI

Trempealeau County, New Justice Center - Whitehall, WI

Upham Woods, Administrative Building - Wisconsin Dells, WI

Walworth County, New Health and Human Services Building - Elkhorn, WI

Waukesha County, Courtyard and Entrance - Waukesha, WI

Waukesha County, Sheriff's Department - Parking Lot Reconstruction - Waukesha, WI Waukesha County, Site Improvement Projects for 2016 - Waukesha, WI

Waukesha County, Site Improvement Projects, 2015 - Waukesha, WI

EXPERIENCE

Years at Current Firm:	12
Years at Other Firm(s):	4

PROFESSIONAL REGISTRATION(S)

Registered Professional Engineer, 44238-6, Wisconsin, Granted 2015

EDUCATION

Bachelor of Science, Civil Engineering Michigan State Technological University, Houghton, MI, 2006

MEMBERSHIPS/AFFILIATIONS/ETC.

ASCE (American Society of Civil Engineers)

BSA Property Committee

FUN FACT

Brad enjoys woodworking, home remodelling, and furniture making. He has recently taken on the project of designing and building custom kitchen cabinets.

Attachment: Harwood Proposal (RESOLUTION 3941 : RFP Streetscape Design PW Road)

Harwood Engineering Consultants

Harwood Engineering Consultants

ERIK KOPP

Senior Associate | Senior Lighting Designer

ROLE ON PROJECT

Lighting Designer

BIOGRAPHY

Erik has designed lighting for a wide range of projects including high-end commercial and retail, schools and universities, healthcare facilities, municipal buildings, hotels, casinos, water parks, houses of worship, and both single and multi-family residences.

With his architectural background, Erik understands the design intent of a project and how lighting can be integrated into the architecture. He believes lighting is more than just footcandles; it can create drama, set a mood, and enhance the overall architecture of a space.

Erik's attention to detail and aptitude for creative lighting solutions have provided him with the means to create innovative designs. These lighting designs have earned him two IESNA Lighting Design Awards, in 2006 and 2016.

PROJECT EXPERIENCE (PARTIAL LIST)

Milwaukee County, Lindbergh Park Pavilion, Sheridan Park Pavilion, Veterans Park - Milwaukee, WI

Appleton Police Department, New Facility and Garage - Appleton, WI

Calumet County, Highway Garage - Chilton, WI

City of West Bend Police Department and City Hall - West Bend, WI

Kenosha County Public Safety Building, 2nd Floor Fit-Out - Kenosha, WI

Manitowoc County, Courthouse Department of Public Works Exterior Stair & Roof Restoration Lighting of Dome - Manitowoc, WI

Menomonee Falls Fire Station No. 1 and No. 5 - Menomonee Falls, WI

Racine County, Courthouse Entrance Plaza Snow Melting System and Egress/Exit Lighting - Racine, WI Bayside, Village of, 911 Communications Center Expansion - Bayside, WI

Saukville Police Department, New Facility and City Hall - Saukville, WI

Sheboygan County, Law Enforcement Center Combined Dispatch Center Remodel - Sheboygan, WI

Sheboygan Police Department, New Police Dispatch and Court Room - Sheboygan, WI

Onalaska Streetscape Upgrade and Lighting - Onalaska, WI

EXPERIENCE

Years at Current Firm:	15
Years at Other Firm(s):	2

EDUCATION

Masters - Architecture, University of Wisconsin-Milwaukee, Milwaukee, WI, 2006

Bachelor of Science – Architecture, University of Wisconsin-Milwaukee, Milwaukee, WI, 2003

MEMBERSHIPS/AFFILIATIONS/ETC.

IESNA (Illuminating Engineering Society of North America) - Milwaukee

FUN FACT

As a youth, Erik's primary mode of transportation was his unicycle. He rode it to school and in parades sporting a clown suit!

Attachment: Harwood Proposal (RESOLUTION 3941 : RFP Streetscape Design PW Road)

Harwood Engineering Consultants

Section 2.0: Project Experience

Harwood has extensive experience collaborating with clients to successfully develop both large and small projects for a variety of communities. The experience on streetscape specific projects is limited at Harwood but our Landscape Architect brings his streetscape knowledge and experience from a previous employer. See project list below.

US 51 Historic Streetscape Design – Portage, WI

The project consisted of a stretch of highway running through the historic downtown. A series of image boards and design options were created to enhance the downtown shopping area and reflect the history and culture of Portage. After multiple meetings and presentations, a final design was selected and a cost estimate was prepared. The project is intended to be implemented by the DOT as part of a larger reconstruction project.

Barstow Street & Riverfront Street – Waukesha, WI

The opportunity for streetscape improvements in Waukesha's downtown became possible because of extensive underground utility work. City officials and city engineers saw the disturbance in the roadway as an opportunity to improve the streetscape. Working directly with city engineers and city staff multiple design options were created for two street sections, Barstow Street and Riverfront Street. The overall intent was to create a unified, cohesive aesthetic for the City's downtown. Brick pavers, street trees and landscape were used to create a pedestrian feel along the streets. A portion of Riverfront street was design to be closed off to traffic for city events, concerts and the farmers market.

Belle Square Development – La Crosse, WI

An entire city block was developed in downtown Lacrosse for the project. The project consisted of a multi-use building and a parking structure. A stormwater feature was incorporated into the streetscape showing the visitors/residents how water can be managed. It consisted of a stream bed running along the public sidewalk with bridged walkways to the first-floor retailers. Large planting beds were also incorporated into the streetscape as a way to slow and manage stormwater. Brick pavers, standard concrete, decorative boulders and plantings were all a part of the design.

The Charmant Hotel – La Crosse, WI

A former candy factory was turned into a luxurious boutique hotel in downtown La Crosse. The streetscape around the historic building needed to reflect the character of the building. The design included historic 300-year-old pavers that were imported from the streets of Belgium and placed around the building and in crosswalks to revive the old-world character. A valet area and outdoor dining area were part of the project. Moveable planters were strategically placed to define spaces and to add color with annual plantings.

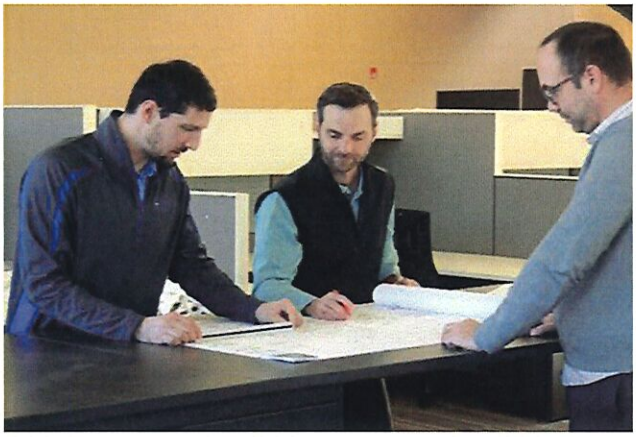
Attachment: Harwood Proposal (RESOLUTION 3941 : RFP Streetscape Design PW Road)

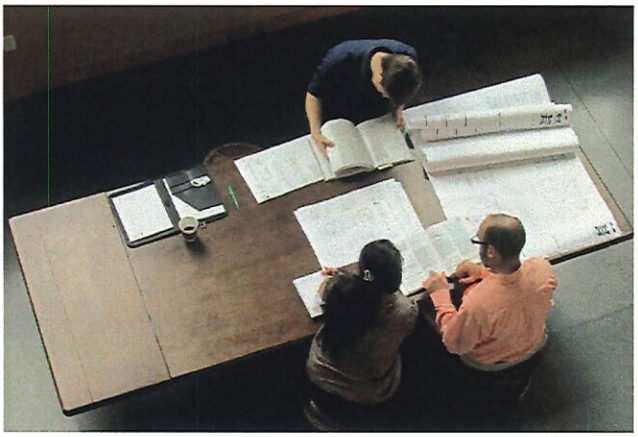
Harwood Engineering Consultants

Section 3.0: Project Approach, Scope & Schedule

Our planning and design experience on streetscape projects will be a great benefit to the City of Mequon. Harwood has the experience and expertise to provide streetscape options and then a final plan that will be easily transitioned to construction plans and then to construction. We have a local presence and will be easily accessible for in person meetings and site visits throughout the design process.

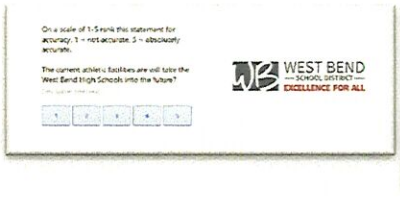
Prior to any concepts being drafted the Landscape Architects and Civil Engineers at Harwood will meet with city staff, business owners and residents to discuss the existing conditions, what works and what doesn't work along the corridor. We will also take any recommendations for current and future needs. This data gathering is very important to create concepts that first and foremost meet the goals and objectives of the City.

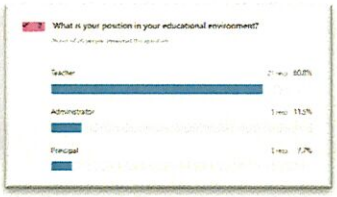




Following the initial staff meeting we will visit the site to observe the traffic patterns and volumes and how pedestrians circulate through the corridor. This will provide effective real-time data on current usage of the corridor and a great stepping stone for design.

At Harwood we have the ability to conduct and manage online surveys in-house. Online surveys are very beneficial and we have found participation is greatly increased when responders can provide input from anywhere and don't have to be present at a scheduled meeting at a specific time. Some responders are also reluctant to speak in a group setting. The online surveys can also be tailored towards different user groups (staff, business owners, residents, visitors, etc.) and set up in a ranking format to gain the most pertinent data.



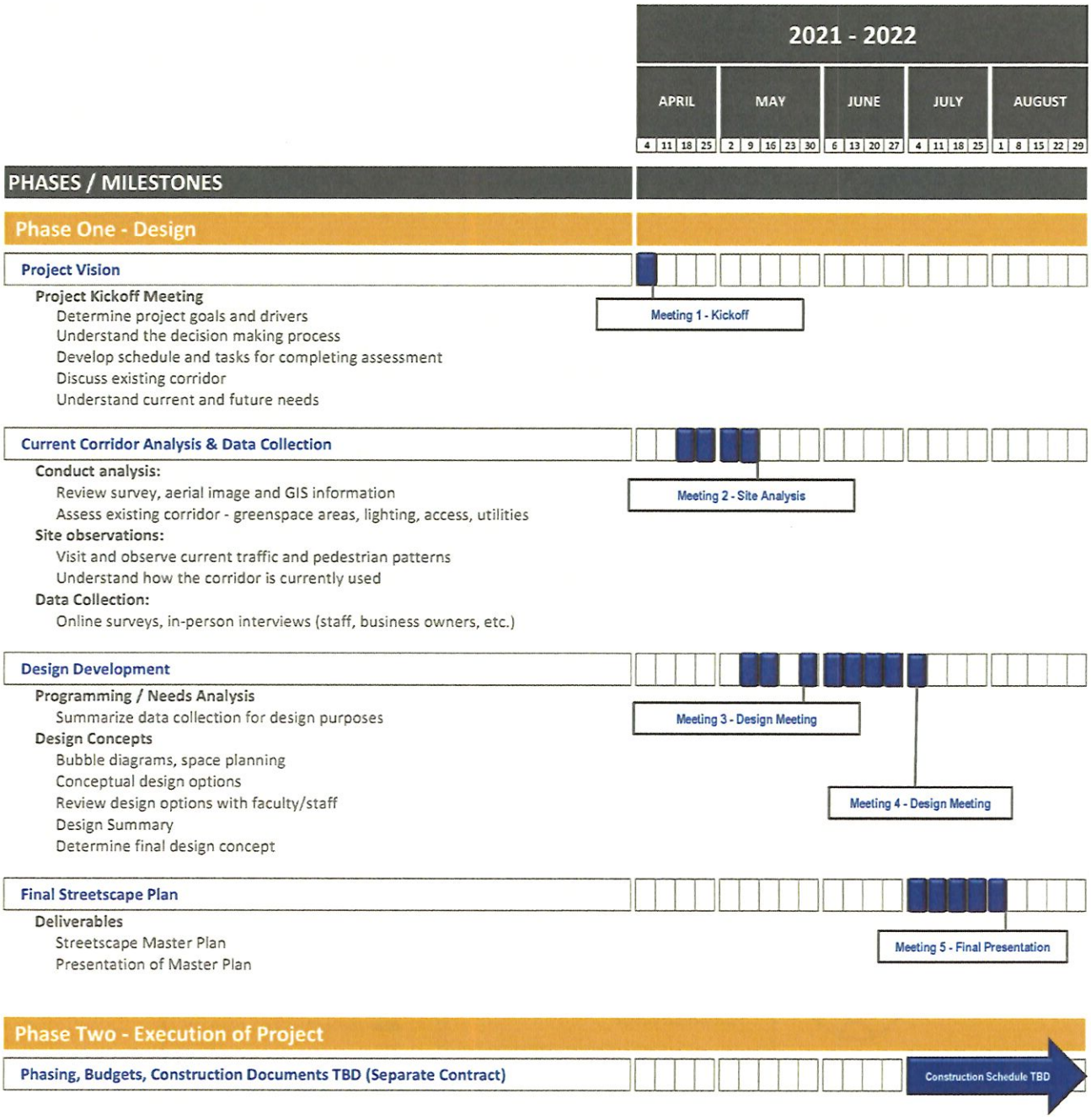


Based on all of the data we gather though the observations, interviews and surveys we will put together (3) conceptual designs that will be presented to city staff. The design options will not only have different ideas/themes they will also provide different levels of intensity or cost. After the meeting we will provide a summary to the City in order to gain consensus on the direction moving forward for the final plan.
The final plan will be developed with direct input from the city staff and coordination with Ozaukee County and presented to the Common Council for final approval.

Attachment: Harwood Proposal (RESOLUTION 3941 : RFP Streetscape Design PW Road)

Harwood Engineering Consultants

A draft of the schedule is presented below. At the start of the project HEC would meet with the team and work to prepare a schedule that aligns with the project goals.



Attachment: Harwood Proposal (RESOLUTION 3941 : RFP Streetscape Design PW Road)

Harwood Engineering Consultants

Section 4.0: Landscape Architectural Pricing

As a part of this RFP process we prepared a detailed task spreadsheet to estimate hours and cost for all the project sites. Significant effort was put into identifying tasks and finding efficiencies to minimize cost.

(For PRICING detail, please see sealed envelope labeled "PRICING")

Attachment: Harwood Proposal (RESOLUTION 3941 : RFP Streetscape Design PW Road)

Harwood Engineering Consultants

CERTIFICATE OF INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Laura Brehm
Marsh & McLennan Agency LLC 2725 South Moorland Road New Berlin WI 53151	PHONE (A/C, No, Ext): 262-439-2171 FAX (A/C, No): 262-785-9753 E-MAIL ADDRESS: laura.brehm@marshmma.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : Valley Forge Insurance Company	20508
INSURER C : Arch Specialty Insurance Company	21199
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Harwood Engineering Consultants, LTD
255 North 21st St.
Milwaukee WI 53233

COVERAGES **CERTIFICATE NUMBER:** 566885702 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	6020535528	9/30/2021	9/30/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X Comp./$1,000 X Coll./$1,000	Y	Y	6020535495	9/30/2021	9/30/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			6020535514	9/30/2021	9/30/2022	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6020535500	9/30/2021	9/30/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
C	Professional Liability & Pollution Liability			PAAEP0018205	9/29/2021	9/29/2022	$5,000,000/Limit	$100,000 Ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project:
City of Mequon
TID #4 and #5 Public Improvements
Design Services for Port Washington Road Streetscaping

CERTIFICATE HOLDER

The City of Mequon
11333 N. Cedarburg Road
Mequon WI 53092

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Scott Naze

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Attachment: Harwood Proposal (RESOLUTION 3941 : RFP Streetscape Design PW Road)

Harwood Engineering Consultants

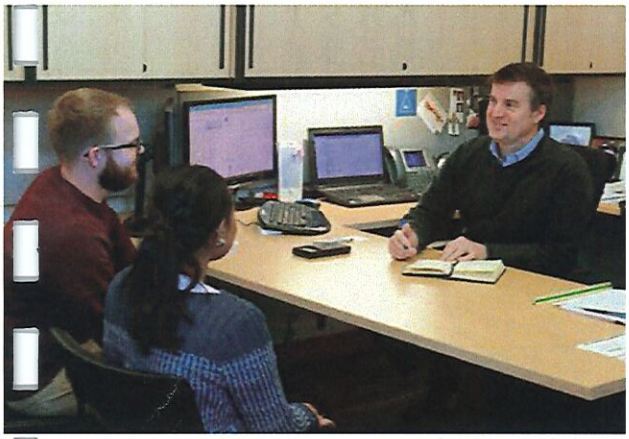
REFERENCES

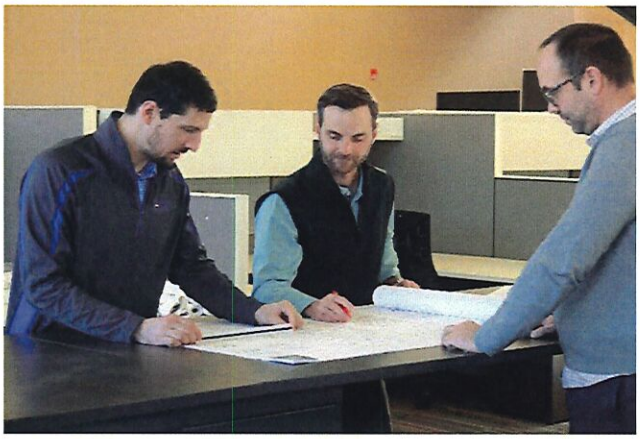
(Although references were not requested, we have established trusted relationships with different facilities that can speak to our design and management abilities. We have provided a small sampling and would be happy to offer additional relevant references as needed.)

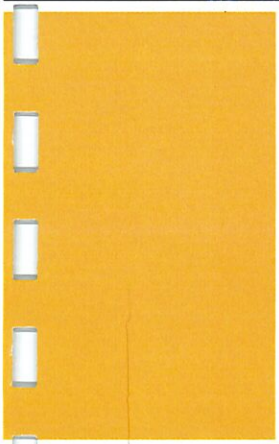
Brandon Schwenn
City of Waukesha
Department of Public Works
City Hall Annex
130 Delafield Street
Waukesha, WI 53188
262.524.3585
bschwenn@waukesha-wi.gov

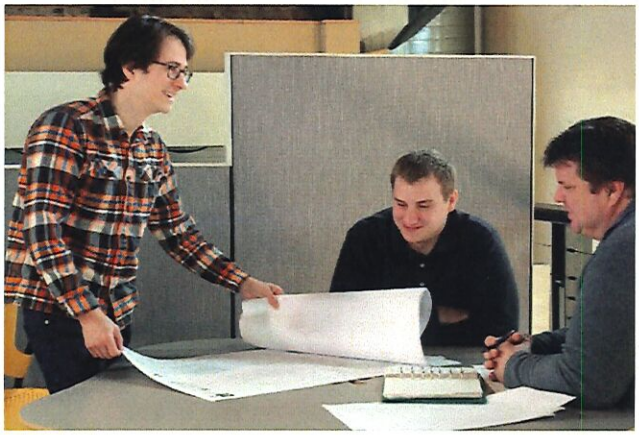
Aaron J. Jahncke, PE
Director of Public Works/City Engineer
City of Portage
115 West Pleasant Street
Portage, WI 53901
608.742.2176, ext. 325
aaron.jahncke@portagewi.gov

Tim Blakeslee
Assistant Village Manager
Village of Whitefish Bay
5300 N Marlborough Drive
Whitefish Bay, WI 53217
Office: 414.962.6690
Direct: 414.755.6539
t.blakeslee@wfbvillage.org









"WE PRIDE OURSELVES ON DELIVERING EXCELLENT, CREATIVE, PROFESSIONAL PLANNING AND ENGINEERING SOLUTIONS FOR OUR CLIENTS." ..... Tom Olejniczak/President

Attachment: Harwood Proposal (RESOLUTION 3941 : RFP Streetscape Design PW Road)

City of Mequon
TID #4 and #5 Public Improvements
Request for Proposals
Design Services for Port Washington Road Streetscaping

Attachment: RFP (RESOLUTION 3941 : RFP Streetscape Design PW Road)

Prepared by: Jac Zader

Date: 02/08/22

1 INTRODUCTION

The City of Mequon is requesting proposals from qualified firms to provide conceptual streetscaping plans for the Port Washington Road Corridor; from Mequon Road to County Line Road, including the intersection of Mequon and Port Washington Road and gateway area along Mequon Road, and from the I-43 exit ramp as shown on Exhibit A. In addition, after successful selection and completion of the conceptual plan, initiate and complete construction plans, specifications, and construction estimate.

Please note that Port Washington Road is under the jurisdiction of Ozaukee County, therefore the final design must adhere to county road requirements.

2 BACKGROUND

The goal of these improvements are to help establish a strong identity and create an enduring sense of place which will incorporate expressions of Mequon's history and culture. Additionally, the improvements will serve as a catalyst to attract private investment and to help spur economic development.

3 SCOPE AND OBJECTIVES

The major elements of work include the evaluation, analysis and design of the corridor and the creation of a final plan to be approved by the Common Council including cost estimates for both installation and annual operation and maintenance requirements and final plan set for construction of the following:

1. Landscaping and Hardscape features.
2. Street and pedestrian scale lighting.
3. Wayfinding Elements and signage.
4. Any other Street Amenities including bike and pedestrian facilities.
5. Consideration of the City's existing adopt a median plan.

Task 1: Base Map

Utilizing aerial photographs, cadastral maps, topographic maps and other geographic data to create a base map of the corridor identifying existing infrastructure including the following:

- median islands
- right of way
- signage
- lighting
- utility infrastructure
- existing trees and other landscaping

Task 2: Concept Plans

Prepare a total of three concept plans for the corridor with varying degrees of intensity with cost estimates for all three options. The consultant shall attend at least five meetings to discuss the proposed concept plans as follows:

1. Kick off meeting with staff
2. Preliminary design meeting with Ad Hoc Committee

Attachment: RFP (RESOLUTION 3941 : RFP Streetscape Design PW Road)

3. Design review with staff
4. Final design meeting with Ad Hoc Committee
5. Common Council Presentation

Task 3: Design Phase

Initiate and complete construction plans, specifications, and construction estimate.

Construction Management

The initial contract will be negotiated for the execution of design services. If authorized for construction, the City will negotiate a scope of services for construction management of the project. Preference will be given to the design firm.

4 EVALUATION CRITERIA

Evaluation of response to this request will be based upon the following criteria:

a. Qualified candidates shall include a registered landscape architect with extensive experience in projects resulting in landscape architecture and urban design principles that transform major thoroughfares into a vibrant walkable neighborhood with pedestrian-scaled features and public spaces which provide social interaction, natural security, build economic and cultural value and provoke unique, sophisticated character and architecture.
b. Provide examples of your firm's projects/designs which are of relevant and similar scale to Mequon's unique character yet introduced walkability, connectivity and a strong sense of community as a priority.
c. Demonstrate experience in successfully designing streetscapes utilizing sustainable design practices.
d. Express ability to create low maintenance designs which address the issue of resources/costs.

Please provide qualifications of the key staff persons to be assigned to project, list their scope of work within the project, their experience and any special skills. Six copies of proposal should be submitted, bound in some fashion and clearly indexed.

Proposals can be submitted titled: "TITLE" via mail directed to the attention of Jac Zader in a sealed envelope. Note that a second sealed envelope titled: "PRICING" must also be delivered and should include only the pricing for the services to be provided.

Please address the availability of staff and your firm's ability to complete the design and development of contract documents and plans in a time frame to allow for the bidding prior to September 15, 2022, and construction of the project prior to September, 1 2023.

Responses are to be creative while being formatted in such a fashion as to make the evaluation as straight forward and efficient as possible. Failure to address any of the required evaluation criteria will result in the subject response being disqualified.

5 DESIRED DELIVERABLES

Attachment: RFP (RESOLUTION 3941 : RFP Streetscape Design PW Road)

At a minimum the final project deliverable for this effort that will be required from the selected consultant team shall be: 1. A complete set of construction plans including plan, profile, and appropriate details. 2. A complete set of contract specifications to include all necessary bidding documents. 3. An accurate construction estimate. 4. An estimate of annual maintenance costs and level of expectation for operations (mowing, pruning, watering, etc.) 5. Development of applications for all necessary permits. 6. Other discretionary deliverables as determined by the City, 7. Provision of all information to the City in both hard copy and in an acceptable electronic format.

6 SELECTION PROCESS

A Quality Based Selection process will be utilized for the selection of the consultant team for this project. The review / evaluation team will be comprised of Kim Tollefson, Director of Community Development, Jac Zader, Deputy Community Development Director, Kristen Lundeen P.E., City Engineer and Director of Public Works and the Port Washington Road Ad Hoc Design Committee.

A two-step selection process will be used. The first step will consist of evaluation of qualifications and technical information submitted by the consultant team and will result in a short list of firms who are considered best qualified based upon the evaluation process described below. The second step will consist of opening of the priced proposals from the short-listed firms. Interviews will be scheduled with the top firms.

The individual criteria listed above will each be evaluated and scored independently by each team member as to how well the submitted request for proposals addressed those criteria. A total score is then established by summing the individual scores for each criteria. The team will then confer and decide upon the top firms to be asked in for an interview / presentation. Based upon the interview / presentation a top firm will be selected. A definitive project scope will then be jointly established by the City and the top selected firm. Once a definitive scope is agreed upon the selected firm will develop a fee proposal for performance of the project scope of services and tasks and submit the fee proposal to the City of Mequon for review. The City of Mequon and the selected firm will then meet to discuss, modify, and agree to the fee for performance of the project scope of services and tasks. Once a fee is agreed to a contract for the performance of the project scope of services and tasks will be jointly developed by the City of Mequon and the selected firm. Should the City of Mequon and the first selected firm fail to come to terms on a fee negotiation will be terminated and the City of Mequon will enter into negotiations with the next firm / consultant team.

7 SCHEDULE

The desired overall schedule for this endeavor is as follows:

January 18	Ad Hoc Committee review of RFP
February 11	Forward RFP to Ozaukee County for review and input
February 8	Finance and Personnel approval RFP
March 10	RFPs due to the City of Mequon
March 18	Selection of top firms / teams made
March 28-31	Interviews / Presentations

Attachment: RFP (RESOLUTION 3941 : RFP Streetscape Design PW Road)

April 4-8	Project scope and fee established
April 12	Common Council approves design contract
May: Date TBD	Initial presentation to Ad Hoc Committee
June: Date TBD	Final presentation to Ad Hoc Committee
July 12	Common Council review and approval of design
August 30	Construction contract documents completed
September 15	Advertise project
December 13	City approves construction contract
Spring 2023	Contractor begins construction
Fall 2023	Construction substantially completed

8 SUBMISSION

Responses to this request shall be provided to Jac Zader, Assistant Director of Community Development no later than March 10, 2022. Questions pertaining to this request can be submitted up until one week prior to the submission deadline and will be responded to three days prior to the submission deadline. Questions shall be directed to either Jac Zader at 262-236-2904 or jzader@ci.mequon.wi.us or Kristen Lundeen, City Engineer at 262-236-2933 or klundeen@ci.mequon.wi.us.

Attachment: RFP (RESOLUTION 3941 : RFP Streetscape Design PW Road)

Harwood Engineering Consultants

civil . landscape design . structural . mechanical . electrical . plumbing / fire protection . lighting design . security technologies

April 5, 2022

Mr. Jac Zader, Assistant Director of Community Development
Ms. Kristen Lundeen, City Engineer
City of Mequon
11333 N. Cedarburg Road
Mequon, WI 53092

RE: CITY OF MEQUON, TID #4 AND #5 PUBLIC IMPROVEMENTS – DESIGN SERVICES FOR PORT WASHINGTON ROAD STREETSCAPING

Hello Jac and Kristen:

Harwood Engineering Consultants, Ltd. (HECL) is pleased to submit our proposal for Professional Landscape Architectural and Engineering Consulting Services for the above referenced project. We are very excited to work with you on this project and we have provided our scope and fees.

Project Understanding

The Port Washington corridor is currently vehicular orientated consisting of turf medians and terraces. Very tall, commercial grade light poles are located in the center medians for the majority of the corridor along with power lines along the west side. This is a very exciting opportunity to offer design services that will not only create a unified streetscape but also create a sense of place for the businesses, residents and visitors.

Prior to any concepts being drafted, the Landscape Architects and Civil Engineers at Harwood will meet with city staff, business owners and residents to discuss the existing conditions, what works, and what doesn't work along the corridor. We will also take any recommendations for current and future needs. This data gathering is very important to create concepts that first and foremost meet the goals and objectives of the City.

Based on all of the data we gather though the observations, interviews and surveys, we will put together (3) conceptual designs that will be presented to city staff. The design options will not only have different ideas/themes, they will also provide different levels of intensity or cost. After the meeting we will provide a summary to the City in order to gain consensus on the direction moving forward for the final plan.

The final plan will be developed with direct input from the city staff and coordination with Ozaukee County and presented to the Common Council for final approval.

If requested, final landscape architecture and engineering will occur after the conceptual design included in this proposal has been completed. A separate fee and proposal will be prepared at that time. It is also understood that the project will require a detailed site survey in order to move into Construction Documents.

Schedule

Harwood Engineering Consultants, Ltd. will work with the client to set a mutually agreed schedule for project completion. Harwood shall provide information requests in a timely manner.

Attachment: Contract (RESOLUTION 3941 : RFP Streetscape Design PW Road)

April 5, 2022

City of Mequon
TID #4 and #5 Public Improvements
Mequon, WI

Project Scope

LANDSCAPE ARCHITECTURE

- The conceptual designs will utilize Ozaukee County GIS information and any information provided by the Owner as the base information for the conceptual designs.
- Initial design meeting with client and ad hoc committee to determine project goals and objectives.
- Inventory and analysis of current site conditions including a site visit to observe circulation (vehicular and pedestrian) through and around the corridor, assessment of existing pavement/curbing, and a general assessment of the existing landscape.
- Prepare (3) conceptual plans and graphics. Conceptual designs will be based on initial design meeting.
- Design meeting to review conceptual designs.
- Revise conceptual designs based on client feedback. Prepare final design concepts for preliminary cost estimating and as a basis for future construction plans.
- Final presentation to ad hoc committee and Common Council.

CIVIL ENGINEERING

- Preliminary Engineering will be based off of Ozaukee County GIS data, not a professional survey at this time.
- Review conceptual designs for grading, drainage, pavement types/markings and traffic circulation.

ELECTRICAL / LIGHTING DESIGN

- Review conceptual designs and provide recommendations for lighting fixtures and coverages.

ARCHITECTURAL (Zimmermann Architectural Studios)

- Review conceptual designs and provide recommendations for architectural elements.

Attachment: Contract (RESOLUTION 3941 : RFP Streetscape Design PW Road)

April 5, 2022

City of Mequon
TID #4 and #5 Public Improvements
Mequon, WI

Project Limits

South of Donges Bay Road

North of Donges Bay Road

Base Fees

Professional Design Services $19,875

(See below for hourly breakdown of disciplines)

		DESIGN SERVICES					
		Site Analysis	Base Plan	Conceptual Plans (3)	Final Plan	Meetings	
PROJECT TEAM							
	Hourly Rate						Totals
Principal in Charge - Civil Engineer	$180	2	0	4	2	0	8
Project Manager - Landscape Architect	$135	8	12	36	18	5	79
Project Architect	$145	0	0	4	2	0	6
Civil Engineer	$100	4	4	12	8	5	33
Technician - Civil/Landscape	$90	0	8	24	8	0	40
Design Hours		14	24	80	38	10	166
Design Cost		$1,840	$2,740	$9,520	$4,600	$1,175	$19,875

Attachment: Contract (RESOLUTION 3941 : RFP Streetscape Design PW Road)

April 5, 2022

City of Mequon
TID #4 and #5 Public Improvements
Mequon, WI

Meetings / Site Visits

The following table summarizes the number of meetings, presentations, and site visits that are included in the fee proposal:

Phase	Landscape Architecture	Civil / Lighting Engineer
Design Meetings (Local or Virtual)	5	5
Site Visits	2	1

Please ADD $135.00 per hour plus reimbursable expenses for any required additional trips for each discipline.

Supplemental Services

Harwood Engineering Consultants, Ltd. has the capability to offer a full range of additional engineering services. Should supplemental services be requested due to changes in the Scope of Services, we shall proceed with said services upon your approval and invoice on a negotiated fee or hourly basis. The following is a list of supplemental services that are beyond the scope of the basic fee proposal:

GENERAL (APPLICABLE TO ALL DISCIPLINES)

- Detailed construction cost estimates
- Additional project meetings or site visits.
- BIM using REVIT or other similar program, including 3D drafting.
- Meetings with Code Officials in the Municipality or State in which the project is located.

CIVIL

- Construction documents
- Intersection design or signalization
- Utility work including but not limited to stormwater, sanitary, electric, etc.
- Existing utility infrastructure capacity studies
- Work required that is offsite or on adjacent properties
- Environmental permitting issues (e.g. wetlands, floodplain, contaminated sites, Historic Fill Development Exemptions, Environmental Corridor Permitting, Chapter 30, etc.).

LANDSCAPE

- Construction Documents
- Site amenities and/or outdoor furniture specifications
- Lighting Specifications
- Conceptual irrigation design and/or performance specification

Attachment: Contract (RESOLUTION 3941 : RFP Streetscape Design PW Road)

April 5, 2022

City of Mequon
TID #4 and #5 Public Improvements
Mequon, WI

Standard Hourly Rates

When extra services are approved by the client to be invoiced on an hourly basis, the following rate schedule shall apply.

Principal/Vice President	$160 - $215
Senior Project Manager	$175
Senior Engineer	$170
Senior Designer	$145
Project Manager	$145
Project Engineer	$120
Senior Design Documentation Specialist	$115
Design Documentation Specialist	$ 95
Administrative Support	$ 90

Reimbursable Expenses

Reimbursable Expenses are in addition to Compensation for Basic and Additional Services and include actual expenditures made by HECL, its employees, and/or Professional consultants in the interest of the Project and subject to prior written consent. Reimbursable Expenses shall be paid by consultant who is to be reimbursed at cost x 1.0.

Additional Conditions

In the event the scope of the project is altered, Harwood Engineering Consultants, Ltd. (HECL) reserves the right to negotiate appropriate compensation for engineering such changes.

Should the project be delayed or cancelled, an invoice proportional to the amount of work completed up to the time of the project delay or cancellation shall be issued and is payable upon receipt. If the project resumes after being suspended for more than three months, compensation shall be equitably adjusted for remobilization costs.

Attachment: Contract (RESOLUTION 3941 : RFP Streetscape Design PW Road)

April 5, 2022

City of Mequon
TID #4 and #5 Public Improvements
Mequon, WI

Conclusion

This summarizes our understanding of what is required for this project. Please call us if you have any questions or comments. We thank you for this opportunity and look forward to working with you.

Sincerely,

Harwood Engineering Consultants, Ltd.

Luke J. Haas, PLA
Senior Associate
Director of Landscape Architecture

LJH/cb

For: **City of Mequon**

Signature

Title

Date

Attachment: Contract (RESOLUTION 3941 : RFP Streetscape Design PW Road)

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

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

TO: **Common Council**
FROM: **Brian Sajdak, City Attorney**
DATE: **April 12, 2022**
SUBJECT: **RESOLUTION 3942 A Resolution Ratifying the Recording of $79,902 in Expenses to the TID No. 5 Special Fund, for Demolition of the Port Zedler Motel at 10036 N. Port Washington Road**

Background

In late 2019, the City issued a Raze or Repair Order (the "Order") for the property known as the Port Zedler Motel at 10036 N. Port Washington Road (the "Property"), because the buildings on the property had become so damaged, dilapidated and out-of-repair that they are dangerous, unsafe, unsanitary, or otherwise unfit for human habitation. Following litigation around the Order, the City obtained a judgment authorizing it to enter onto the Property and to raze the existing structures.

To complete the demolition, staff issued a Request-for-Proposals for the razing of the structures on the Property. The lowest proposal received was from D & H Demolition, LLC. Resolution No. 3853 authorized the execution of an agreement with D & H Demolition in the amount of $78,452 plus the cost charged by We-Energies for the disconnection of the gas and electric meters on the Property. However, the Resolution did not identify a funding source for the cost of the contract.

The majority of the work on the property has been completed (D & H Demolition will return to the Property this spring to complete the work consisting mostly of grading and seeding any exposed land area) and the City has received invoices for the work completed. Staff have recorded the payments for these invoices to the TID No. 5 Special Fund, as site demolition is an eligible project cost under the TID No. 5 Project Plan. However, sound financial practice dictates that the determination to record these expenses to the TID No. 5 Special Fund be approved by the Common Council.

Discussion

The default for spending within the City when a specific source is not identified would be the general fund. In this case, an unbudgeted amount from the general fund would likely be covered through the use of reserve funds unless there were budget savings during the course of the year that could be allocated to cover the expenditure. In the case of the City's costs expended pursuant to a raze order, Wisconsin law provides that the City can charge the amounts expended to the property as a special charge. In short, this means that the costs are placed on the property tax bill for the property and, if the costs are unpaid, become a lien against the property. This lien is usually satisfied out of the proceeds of any sale on the property; however, the City could also seek to foreclose on the lien as well. These reimbursements could take a while depending on how

long it takes for the property to sell or for it to proceed through the foreclosure process.

The Property here is within Tax Increment District No. 5. The Project Plan for this TID indicates that demolition costs are an eligible project cost for which tax increment dollars could be expended, although paying for demolition outright would be slightly unusual. Under the adopted policy for incentives within TID 5, a developer would be eligible for what is called a "fast-track incentive." This incentive would reimburse a developer through increment generated by the development for the costs necessary to return the property to the equivalent of a "greenfield" development site, including demolition of existing structures.

It is anticipated that a developer who would purchase the Property would seek from the City either (a) a release of the City's lien for the demolition costs at the time of purchase, or (b) to include the cost of paying the lien in the fast-track incentive to have that cost reimbursed. In either event, tax increment generated in TID 5 would pay for this expense. Based on this, staff have initially recorded the expense to the TID No. 5 Special Fund based upon its qualification as an eligible project cost.

Budget Impact

As a project cost of the TID, the demolition cost will be recovered through increment generated in the TID. Adding this cost has the potential of reducing the total available increment to accomplish other projects in the TID, especially if no redevelopment of the Property is completed. In the event that the TID fails to generate sufficient increment to cover this expense, the expense at the time of closure of the TID would become payable though the general fund. The current fund balance for the TID No. 5 Special Fund (without accounting for the demolition costs) is $989,943.75.

Recommendation

A recommendation is forthcoming from the Finance-Personnel Committee on April 12, 2022.

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3942

A Resolution Ratifying the Recording of $79,902 in Expenses to the TID No. 5 Special Fund, for Demolition of the Port Zedler Motel at 10036 N. Port Washington Road

RECITALS

A. On November 8, 2019, the City issued a Raze or Repair Order (the "Order") for the property known as the Port Zedler Motel at 10036 N. Port Washington Road (the "Property") because the buildings on the property had become so damaged, dilapidated and out of repair that they are dangerous, unsafe, unsanitary, or otherwise unfit for human habitation.

B. Following litigation around the Order, the City obtained a judgement authorizing it to enter onto the Property and to raze the existing structures.

C. Staff issued a Request-for-Proposals for the razing of the structures on the Property and Received a Responsive Proposal from D & H Demolition, LLC in Milwaukee in the amount of $78,452 plus the cost charged by We-Energies for the disconnection of the electric ($1,450), which was the lowest of the four proposals received.

D. Resolution No. 3853 authorized the execution of an agreement with D & H Demolition, however, a funding source was not immediately identified.

E. The majority of the work on the property has been completed (D & H Demolition will return to the Property this spring to complete the work consisting mostly of grading and seeding any exposed land area) and the City has received invoices for the work completed.

F. Staff have recorded the payments for these invoices to the TID No. 5 Special Fund, as site demolition is an eligible project cost under the TID No. 5 Project Plan.

G. Sound financial practice dictates that the determination to record these expenses to the TID No. 5 Special Fund be approved by the Common Council.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin, that the recording of $79,902 in expenses to the TID No. 5 Speical Fund for the demoltion of the Port Zedler Motel is ratified, authorized and approved.

_____
Approved by: John Wirth, Mayor

Date Approved: April 12, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 12, 2022.

_____

Caroline Fochs, City Clerk

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: **April 12, 2022**
SUBJECT: **RESOLUTION 3943 A Resolution Approving a Contract for Baseball Field Management Services During the 2022 Season with SMB Landscape Contractors, Thiensville, Wisconsin, in the Amount of $35,000**

Background

Many Mequon-Thiensville user groups have utilized City parks for practices, games, and tournaments throughout the years. In the beginning, user groups simply utilized the fields through a rental agreement. Fields were maintained by City Parks Division Staff. Over time, some levels of play have required additional field maintenance that the city did not provide for public fields. That type of maintenance includes pitching mound construction and maintenance, base line lining, infield raking, and turf repair, among others. More specifically, this additional maintenance had been more exclusive at Rennicke Field behind City Hall and at Schmit Field in Rotary Park.

As these services are not required for basic, public park use, the user groups provided these services themselves, with permission of the City. At first, user groups utilized volunteers, but eventually some maintenance evolved into contracted services. Rennicke Field previously had an entire board that oversaw field maintenance.

With more user groups and higher demand for fields, City staff worked with the user groups to determine if there was a better mechanism to provide field management and maintenance for each of the City ballfields. Park staffing levels are insufficient to provide the dedicated field maintenance services required by the various user groups. Some of the user groups are subject to field regulations established by a parent organization or association, as is the case with Homestead Baseball and the Wisconsin Interscholastic Athletic Association (WIAA).

In response to the field demands of the user groups and coupled with a request by the users to further consolidate maintenance and costs, staff is recommending that the City hire a contractor for field management and maintenance not only at Rennicke and Schmit Fields, as in 2021, but all (10) ballfields within the City's parks. The City will administer the contract and provide an equitable pass-through cost for the services to the applicable user groups. The impacted user groups support this request.

Analysis

City staff issued a request for proposals (RFP) to solicit quotes from contractors to perform field management and maintenance services. One local contractor responded to the RFQ, and the contractor has previously completed field maintenance at City fields in 2021. Staff is

recommending approval of the contract with reimbursement from the applicable user groups.

Previously, fees for user groups were administered through a Sports/Park Field Use Application Form. City staff created a supplemental form to administer an equitable distribution of the contracted services fee. As transitioning to contracted field management services appears to be the new normal, a subsequent resolution recommends an amendment to the fee schedule for the correlating fees. The fee distribution will be based upon the distribution of field use and the direct maintenance cost per field.

The user groups impacted by this proposal have requested this process and agree with the proposal. With the consolidation of costs spread to all the user groups to create equity, a cost savings of maintenance fees may be realized as a result to users that were previously being burdened with all the field expenses.
The user group at Lemke Park opted out of the field maintenance services, so those fields are not included in the recommended award.

The contractor provided an option for a second-year contract renewal. Staff is not requesting award for the second year at this time, to avoid obligating the user groups beyond the 2022 season. If the user groups are in favor of continuing field maintenance services in 2023, staff will bring forward a recommendation for award at that time.

Fiscal Impact
The 2022 budget included a $15,500 contract for field management and maintenance, based upon 2021 contracted costs. City staff is requesting an amendment of $19,500 to the Parks contracted services budget and the correlating Parks revenue account to show the pass-through costs associated with the new contract. The fiscal impact is thus net neutral for the City.

SMB Landscape Contractors, LLC submitted a quote for $41,500 for the season. In 2021, the contract only included Rennicke and Schmit Fields. The proposal in 2022 now includes all (10) of the City ballfields. City staff will utilize the user group schedules to allocate the cost of the contract across all user groups through a supplemental rental agreement. If the user groups do not agree with the supplemental fees, City staff will not execute the contract for those fields.

If approved, in future budget cycles, the Parks Contracted Services budget will include an expenditure for field management and maintenance services. The Parks Revenue budget will include the coinciding fees that will be paid by each user group. The fees are included in this year's Fee Schedule amendment at an equitable share of the cost of the contract base on each user groups' percentage of field use. The ultimate fiscal impact will be net neutral to the City, administered as a pass-through cost. If future user groups do not require this service, the City will not pursue a contract. In that case, neither the expense nor the revenue will impact the budget.

Below is a table summarizing the breakdown by field for contracted services in 2022. Please note that staff is not recommending award for Lemke, as noted above.

Field	Quote	Recommendation

Rennicke	$9,200.00	$9,200.00
Schmit	$6,300.00	$6,300.00
Rotary South	$3,250.00	$3,250.00
Rotary North (MATC)	$3,250.00	$3,250.00
Rotary Northwest	$3,250.00	$3,250.00
River Barn 1	$3,250.00	$3,250.00
River Barn 2	$3,250.00	$3,250.00
River Barn 3	$3,250.00	$3,250.00
Lemke 1	$3,250.00	$0
Lemke 2	$3,250.00	$0
TOTAL:	**$41,500.00**	**$35,000**

Recommendation

Staff recommends that the Public Works Committee favorably endorse, and the Common Council approve the resolution authorizing the contract for 2022 field maintenance services.

Attachments:
SMB Landscape Contractors LLC, Contract (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3943

A Resolution Approving a Contract for Baseball Field Management Services During the 2022 Season with SMB Landscape Contractors, Thiensville, Wisconsin, in the Amount of $35,000

RECITALS

A. The City has rental agreements with user groups to allow for baseball/softball to be played at all four of Mequon's Community Parks, (Community Park, River Barn Park, Lemke Park, and Rotary Park) during their spring, summer, and fall seasons.

B. The City currently mows, field preps once weekly, applies herbicide, fertilizes, aerates, services lights, services irrigation, services scoreboards, organizes field calendars, and provides all field materials for all (10) fields located at the Community Parks.

C. The user groups are subject to field maintenance requirements administered through outside regulatory bodies.

D. City field maintenance does not meet the regulatory field maintenance requirements and current staffing levels do not allow for the City to provide additional field maintenance.

E. At the request of the user groups, the City issued a request for quotes to include services of a Maintenance and Field Manager for Rennicke Field, (3) fields at River Barn, (2) fields at Lemke, and (4) fields at Rotary.

F. The City will administer the contract terms for Maintenance and Field Manager for any of the eight (8) fields and impacted users will be responsible for the full contract fee. Fee administration will be addressed through a supplemental form on the existing rental agreement with an amendment made to the fee schedule to represent actual costs.

G. The contract will be paid from the Parks Contracted Services - Maintenance account (110474 683202) with fees collected from the user groups deposited into the Fees - Park Reservations account (110000 448201), with no net impact to the City budget. Each budget line item shall be increased by $19,500 to adjust for the contract award amount.

H. The Public Works Committee recommended approval of the contract award to SMB Landscape Contractors, LLC in the amount of $35,000 and subsequent agreements with the user groups and amendment to the fee schedule to cover the contract cost.

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

1. The Field Maintenance contract with SMB Landscape Contractors, LLC of

Thiensville, 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 Parks and Forestry Superintendent is authorized and directed to execute and deliver the same.

Approved by: John Wirth, Mayor

Date Approved: April 12, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 12, 2022.

Caroline Fochs, City Clerk

SMB Landscape Contractors, LLC
262-951-5246

March 14, 2022

Mike Gies
Parks and Forestry Superintendent
Mequon Wisconsin

Dear Mike,

Thank you for affording us the opportunity to submit a proposal for the 2022 and 2023 field maintenance contract. SMB Landscape Contractors has been providing services for the community since 2005. For the past two years we have maintained the Mequon-Thiensville Little League baseball diamonds. In 2021, we began maintenance for the City of Mequon's Schmit and Rennicke fields. It's important to SMB to have the fields looking their best and play well as they represent our community. We take pride in our workmanship and look forward to starting again this season!

Upon review of the RFQ and acceptance of our bid, we request permission to begin working in advance of the common council vote. The contract date begins April 15th 2022. Spring cleaning tasks are included in the contract prices and are necessary to conduct as soon as the weather permits. Also, Homestead tryouts are at the end of March (21st-28th). We would like to oversee conditions and make decisions if fields are useable and will communicate with appropriate teams on playability. This would also apply for the 2023 season as well.

Thank you again for the opportunity to submit a proposal for the field maintenance contract for the 2022 and 2023 seasons. We look forward to continuing our relationship with Mequon and providing this unique service for the community.

Regards,

Mark Behnke
SMB Landscape Contractors, LLC
Owner

Attachment: SMB Landscape Contractors LLC, Contract (RESOLUTION 3943 : Park Field Manager Position/Rental Agreement)

SMB Landscape Contractors, LLC
References

Mequon Thiensville Little League / Mequon Heat
Steven Wirth
414-640-4667
Field Maintenance

Erik Andersen
11541 Manor Cr.
Mequon, WI 53092
262-227-9797
Landscape Maintenance

Holiday Inn Express
Atif Kahn
4443 W. Schroeder Dr
Brown Deer, WI 53223
414-704-2163
Landscape Maintenance

Attachment: SMB Landscape Contractors LLC, Contract (RESOLUTION 3943 : Park Field Manager Position/Rental Agreement)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: American Family Insurance - Business Insurance	
American Family Insurance - Business Insurance PO Box 5316 Binghamton, NY 13902	PHONE (A/C, No, Ext): 866-908-0626	FAX (A/C, No):
	E-MAIL ADDRESS: service@amfambusinessinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Midvale Indemnity Company	27138
INSURED SMB LANDSCAPE CONTRACTORS LLC 606 ALTA LOMA DR THIENSVILLE WI 53092	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 262397822948289** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR	N	N	GLP1054976	11/21/2021	11/21/2022	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECU-TIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
	PROFESSIONAL LIABILITY						OCCURRENCE AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Landscape and Gardening Services

CERTIFICATE HOLDER	CANCELLATION
SMB LANDSCAPE CONTRACTORS LLC	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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Attachment: SMB Landscape Contractors LLC, Contract (RESOLUTION 3943 : Park Field Manager Position/Rental Agreement)

Estimate

Name/Address
City of Mequon Attn: Mike Gies 11333 N Cedarburg Rd Mequon, WI 53092

SMB Landscape Contractors, LLC
PO Box 553
Thiensville, WI 53092

Date	Estimate No.	Project
03/14/22	1421	

Item	Description	Quantity	Cost	Total
	Baseball/Softball Daily Field Maintenance- ****2022**** Pre-Season preparations to include edging fields, packing bases, mound and batters boxes and nail dragging and grooming. General clean up of all locations listed below. Any additional work billed separately to user from Mequon. Cost will be determined by project/additional maintenance. Will work with local municipalities for material. Maintenance on Saturday and Sundays will have an additional charge. Dragging Fields Monday-Friday Rennicke (1)(M-F) Schmit (1)(M-F) Riverbarn Park (3) (M-F) Rotary Park (3) (M-F) Lemke (2) (M-F) The terms of this contract shall be binding on the parties hereto, their heirs, executors, administrators, representatives, successors, and assigns.			

Thank you for allowing us to quote this project. We look forward to working with you.	Total

Attachment: SMB Landscape Contractors LLC, Contract (RESOLUTION 3943 : Park Field Manager Position/Rental Agreement)

Estimate

Name/Address
City of Mequon Attn: Mike Gies 11333 N Cedarburg Rd Mequon, WI 53092

SMB Landscape Contractors, LLC
PO Box 553
Thiensville, WI 53092

Date	Estimate No.	Project
03/14/22	1421	

Item	Description	Quantity	Cost	Total
	This contract can be changed on by and agreement in writing signed by each party. The Owner/General Contractor and Contractor have signed this contract as of the day below. Steven (Mark) Behnke - SMB 3/14/2022			
Project	Rennicke (M-F)	1	9,200.00	9,200.00
Project	Schmit (M-F)	1	6,300.00	6,300.00
Project	Rotary South	1	3,250.00	3,250.00
Project	Rotary North (MATC)	1	3,250.00	3,250.00
Project	Rotary North West	1	3,250.00	3,250.00
Project	River Barn 1	1	3,250.00	3,250.00
Project	River Barn 2	1	3,250.00	3,250.00
Project	River Barn 3	1	3,250.00	3,250.00
Project	Lemke 1	1	3,250.00	3,250.00
Project	Lemke 2	1	3,250.00	3,250.00
	Out-of-state sale, exempt from sales tax		0.00%	0.00

Thank you for allowing us to quote this project. We look forward to working with you.

Total $41,500.00

Attachment: SMB Landscape Contractors LLC, Contract (RESOLUTION 3943 : Park Field Manager Position/Rental Agreement)

11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2913
Fax: 262-242-9655
www.ci.mequon.wi.us **Office of Public Works**

TO: **Common Council**
FROM: **Kristen Lundeen, Director of Public Works/City Engineer**
DATE: **April 12, 2022**
SUBJECT: **RESOLUTION 3944 A Resolution Approving Amendments to the City of Mequon Fee Schedule for Fiscal Year 2022**

Background

The proposed amendments to the City's current fee schedule for 2022 include a number of fees omitted from the current fee schedule. Those fees, in addition to several identified since a comprehensive update of the schedule was last completed in 2020, are summarized below and recommended for approval. Please see the attached document including only those fees that are proposed for amendment.

Analysis

The proposed fee schedule amendments include fees across a number of Department of Public Works and Utility disciplines, as follows:

Public Works

The recently adopted sign ordinance included a provision for blue signs which included both an initial and an annual fee. Previously, blue signs were billed for actual costs. The fee schedule amendment proposes a flat fee of $250 for installation and a $100 annual fee.

The proposed amendment also memorializes the practice of billing for signs lost due to damage or accident. As indicated, those are on the basis of procurement cost plus shipping, as well as an administrative fee.

Pool

Staff identified a potential revenue source by allowing for pool rentals outside of public pool hours. The proposed fee covers the cost of required pool staff and pool operations for a 2-hour rental, and varies by the number of people in attendance, which triggers additional staffing requirements. Staff proposes the fee be utilized for the 2022 pool season and reevaluated in future years based upon documented fees and utilization.

Parks

A number of existing park fees, including security deposits, non-resident fees, additional setup/cleanup charges and tournament fees were not included in previous versions of the fee schedule. These fees are now included, as well as updates to holding tank fees at two price levels and an adjustment for current charges.

The fee schedule also proposes the field use fees that coordinate with the field management

services contract also proposed for award on April 12. The per use fee is based upon the total number of uses in 2021. User groups pay these fees at the start of the season with their rental agreements. The final due will be adjusted at the end of the season and prorated accordingly. The per use field fee includes both the City of Mequon Park System user fee and the field management contract fee. This fee will be updated annually and replaces the previous memorandum of understanding utilized for the same. If the user groups determine in the future, they no longer desire City administered field management services, any such fee(s) will be reduced accordingly.

Water Utility
All fees included in the Water Utility section of the proposed amendments are previously established and not proposed for modification. Approval will simply allow the fees to be included in the fee schedule, rather than residents and rate payers utilizing other documents to identify these fees.

Water Utility user fees are defined in the tariff, which includes Connection Rules, as well as through the annual adoption of the Water Utility budget. To date, these fees have not been included in the City's fee schedule. Previous staff memos and the Water Connection Policy discussed the idea of these fees being included in the fee schedule for transparency purposes.

In the future, if the Water Utility fees change, the Water Utility Commission approval will be followed with a fee schedule amendment to include any such adjustments.

Sewer Utility
Annual adoption of the Sewer Budget includes the following standard language in the resolution, "The Sewer Utility District Commission. . .reviewed a schedule of sewer user fee rates for YEAR necessary to support the sewer budget and has recommended approval of such." However, those utility fees have not historically been included in the fee schedule.

In the future, the fee schedule will be updated with the establishment of the annual sewer fees.

Fiscal Impact
Incorporation of fees not previously identified in the fee schedule are net neutral. The revenue and expenditures were previously identified in the budget process.

The Parks Fees are a net neutral but do require a budget amendment to address the increase in the contracted services account to pay for the field management services and a corresponding increase in the Parks Revenue for the fees collected.

The blue signs were previously paid for by the applicant, therefore it is anticipated that the installation cost will be net neutral. Going forward, a marginal revenue increase is expected in future years, in connection with the establishment of this annual fee.

Recommendation
Staff recommends that the Finance-Personnel Committee favorably endorse, and the Common Council approve the amendment to the fee schedule, as included in the attached document.

Attachments:
DRAFT City of Mequon Fee Schedule Amendment (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3944

A Resolution Approving Amendments to the City of Mequon Fee Schedule for Fiscal Year 2022

RECITALS

A. Since mid-2020, City staff has identified fees that are not listed within the City's established fee schedule.

B. The majority of the fees are legacy charges that were not included with previous fee schedules but are consistent with the City's current billing practices.

C. The proposed amendments include the establishment of fees for blue signs included in the recent adoption of the sign ordinance, and establishment of fees for the field management services at various athletic fields throughout the City of Mequon Park System.

D. City staff has reviewed the schedule and recommends the attached amendments to the fee schedule for implementation on April 12, 2022.

E. The Finance-Personnel Committee has reviewed the attached fee schedule and has recommended its adoption to the Common Council.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED, by the Common Council of the City of Mequon, Wisconsin, that the attached amendments to fees within the City's Annual Fee Schedule are approved and authorized for implementation beginning April 12, 2022, until further amended.

_____
Approved by: John Wirth, Mayor

Date Approved: April 12, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 12, 2022.

_____
Caroline Fochs, City Clerk

AMENDED FEE SCHEDULE

(Only Proposed Amendments Shown – All other Fees Remain Intact)

FEE DESCRIPTION		FEE AMOUNT
PUBLIC WORKS		
Blue Sign		
	Installation Fee (Initial or Replacement)	$250.00
	Annual Fee	$100.00
All Other Signs (New or Accident Replacement)		Procurement Cost Plus Shipping, Plus $20.00 Admin Fee

FEE DESCRIPTION			FEE AMOUNT
POOL			
Pool Rental Fee			
Number of Attendees	Mequon Resident	Thiensville Resident	Non-Mequon/Thiensville Resident
1-50 attendees (2 hours)	$210.00	$230.00	$310.00
51-99 attendees (2 hours)	$260.00	$280.00	$385.00
100+ attendees (2 hours)	$310.00	$330.00	$460.00

Attachment: DRAFT City of Mequon Fee Schedule Amendment (RESOLUTION 3944 : Fee Schedule Amendment)

FEE DESCRIPTION		FEE AMOUNT
PARKS		
Park Rental*		
	Non-Mequon/Thiensville Resident Rental Upcharge	$100.00
	Outdoor Concessions (Per Tent/Table)*	$25.00
	Additional Setup/Cleanup (4 hours)	$100.00
Lemke Park *		
	Lemke Pavilion‡	$150.00
	Lemke Pavilion – Security Deposit	$50.00
Rotary Park*		
	Reuter Pavilion‡ – Under 150 People	$475.00
	Reuter Pavilion‡ – Corp. or Over 150 People	$500.00
	Reuter Pavilion‡ – Concessions Only	$225.00
	Reuter Pavilion – Security Deposit	$200.00
	Rotary Pavilion‡	$225.00
	Rotary Pavilion or Gazebo – Security Deposit	$100.00
	Gazebo Only	$225.00
	Gazebo with Pavilion Rental	$100.00
	Holding Tank Pumping Fee per 5,000 gallons*	$135.00
	Holding Tank Pumping Fee per 10,000 gallons*	$270.00
	Portable Restroom Service*†	$90.00
River Barn Park*		
	River Barn Pavilion‡	$475.00
	River Barn Security Deposit	$200.00
	River Barn Concessions Only	$225.00
Athletic Field Use (2 Hours)*		
	Non-Mequon/Thiensville User Upcharge-One Time Fee Per Season	$100.00
	Season User Fee Deposit Per Field	
	0-20 Field Use Deposit	$100.00
	20-40 Field Use Deposit	$200.00
	40-60 Field Use Deposit	$300.00
	60-80 Field Use Deposit	$400.00
	80-100 Field Use Deposit	$500.00
	Lacrosse Field Per Use	$80.00
	Soccer/Football Field Per Use	$80.00
	River Barn Field 1 Per Use	$47.00
	River Barn Field 2 Per Use	$43.00
	River Barn Field 3 Per Use	$43.00
	Rotary Schmit Per Use	$72.00
	Rotary South Per Use	$42.00
	Rotary Central Per Use – No Maintenance (off season)	$10.00

Attachment: DRAFT City of Mequon Fee Schedule Amendment (RESOLUTION 3944 : Fee Schedule Amendment)

	Rotary Central Per Use – With Field Maintenance (In Season)	$55.00
	Rotary North West	$40.00
	Rennicke Per Use	$143.00
	Lemke Orange Per Use	$10.00
	Lemke Blue Per Use	$10.00
	Mequon/Thiensville User Tournament Fee[o]	$600.00
	Non-Mequon/Thiensville User Tournament Fee[o]	$975.00
Plus applicable taxes for non-exempt groups		
†Required for Events with over 200 people		
‡Per Rental Agreement, Pavilion Rentals Include 2-hour Setup and 1-Hour Cleanup		
[o]Tournaments at Rotary Park require Holding Tank Pumping in addition to the Tournament Fee		

Attachment: DRAFT City of Mequon Fee Schedule Amendment (RESOLUTION 3944 : Fee Schedule Amendment)

FEE DESCRIPTION		FEE AMOUNT
Water Utility		
Late Payment Charge		1% per month
Non-Sufficient Funds Charge		$25.00
Standard Revenue Credit		
Reconnection Charges		
	Normal Business Hours†	$50.00
	After Normal Business Hours†	$75.00
Standard Street Lateral Costs*		
	1 ¼ inch	$5,000.00
	1 ½ inch	$5,500.00
	2 inch	$6,000.00
	4 inch	$7,500.00
	6 inch	$10,500.00
Standard Local Delivery Main Costs (per Residential Equivalent Unit)		$2,398.95
Standard System Costs (per Residential Equivalent Unit)		$1,080.48
Standard Revenue Credit (per Residential Equivalent Unit)		Equals Standard System Costs
Standard Local Delivery Main Extension and Connecting Main Costs (applies to non-developer main extensions of 1,000 feet or less)		Cost per foot or each Low/Med/High
Water main – spoil backfill		
	8 inch	$80/$95/$115
	12 inch	$90/$110/$135
	16 inch	$120/$140/$160
Water main – granular backfill		
	8 inch	$105/$135/$160
	12 inch	$115/$145/$180
	16 inch	$120/$160/$200
Water main – slurry backfill		
	8 inch	$135/$155/$175
	12 inch	$150/$165/$200
	16 inch	$225/$250/$275
Water main – directional drilled		
	8 inch	$170/$190/$225
	12 inch	$200/$225/$270
	16 inch	$220/$270/$324
Water main – bore and jack		
	8 inch	$500/$600/$700
	12 inch	$600/$700/$800
	16 inch	$700/$800/$900

Attachment: DRAFT City of Mequon Fee Schedule Amendment (RESOLUTION 3944 : Fee Schedule Amendment)

Restoration (based on 6 foot wide trench)		
	Turf	$10/$15/$20
	Asphalt Roadway	$40/$45/$50
	Asphalt Driveway	$30/$45/$50
	Concrete Roadway	$37/$45/$53
	Concrete Driveway	$18/$20/$30
	Sidewalk	$20/$25/$30
	Gravel Shoulder	$5/$10/$15
	Concrete Curb & Gutter	$30/$35/$40
	Erosion Mat	$1.50/$3/$4
	Heavy Duty Erosion Mat	$3/$4/$5
Erosion Control		
	Silt Fence	$2.40/$3/$4
	Sediment Logs	$240/$300/$360
	Hay Bales	$12/$15/$18
Hydrant Assembly		$5,600/$7,000/$8,400
Valve & Valve Box		
	8 inch	$1,750/$2,000/$2,500
	12 inch	$2,150/$2,700/$3,250
	16 inch	$3,000/$3,500/$4,200
Connection to Existing Main		
	6 inch	$5,000/$5,400/$6,500
	8 inch	$5,000/$5,400/$6,500
	10 inch	$6,000/$6,500/$7,800
	12 inch	$7,000/$7,500/$9,000
	16 inch	$8,000/$8,750/$10,500
Public Fire Protection		
	5/8 inch	$30.28
	3/4 inch	$45.46
	1 inch	$75.85
	1 ½ inch	$151.42
	2 inch	$242.44
	3 inch	$454.24
	4 inch	$757.07
	6 inch	$1,514.14
	8 inch	$2,422.33
	10 inch	$3,633.64
	12 inch	$4,844.66
Service Charge		
	5/8 inch	$31.29
	3/4 inch	$41.12
	1 inch	$64.66
	1 ½ inch	$ 119.20

Attachment: DRAFT City of Mequon Fee Schedule Amendment (RESOLUTION 3944 : Fee Schedule Amendment)

Service Charge (cont'd)	2 inch	$178.79
	3 inch	$274.15
	4 inch	$393.35
	6 inch	$628.76
	8 inch	$980.38
	10 inch	$1,469.09
	12 inch	$1,957.79
Quarterly Volume Charges		
	First 150,000 gallons each quarter	$5.03/1,000 gallons
	Next 350,000 gallons each quarter	$4.73/1,000 gallons
	Over 500,000 gallons each quarter	$4.23/1,000 gallons
Quarterly Private Fire Protection Charges		
	2 inch	$34.08
	3 inch	3" $63.90
	4 inch	4" $106.50
	6 inch	6" $213.00
	8 inch	8" $340.80
	10 inch	10" $511.20
	12 inch	12" $681.60
	14 inch	14" $852.00
	16 inch	16" $1,022.40
†Normal business hours are Monday through Friday from 8 a.m. to 4:30 p.m., excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day (1/2 day).		
*Costs are based on 30 feet average		

FEE DESCRIPTION		FEE AMOUNT
Sewer Utility		
Connection Fees		
	City installed sanitary sewer; lateral available to property line	$600.00
	City installed sanitary sewer; no lateral available to property line	$400.00
	If paid by the Developer at Final Plat	$0.00
Residential User Charge (Quarterly)		$74.00
Non-Residential User Charge Rate		$6.844/1,000gal

Attachment: DRAFT City of Mequon Fee Schedule Amendment (RESOLUTION 3944 : Fee Schedule Amendment)

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: **April 4, 2022**
SUBJECT: **RESOLUTION 3945 A Resolution Approving the Purchase of a CAT Excavator from Fabick Cat, Milwaukee, Wisconsin and Six-Year Financing by Port Washington State Bank/BB Community Leasing Services for a Total Amount of $306,468**

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 replacement presented in the attached resolution pertains only to the following unit of the Equipment Replacement Program.

- Caterpillar Excavator - Current unit #337 (2003 model year with over 7,800 hours) will be traded in and replaced with a similar unit.

The City's Caterpillar excavators are some of the most used pieces of equipment in the fleet and are used for a very wide variety of projects including excavating, ditching, tree handling during tree removal, emergency storm response, stump grinding, and roadside slope brush mowing. Over time, the Department has been very happy with the dependability and performance of the Caterpillar units, which have many attachments including several types of buckets, a brush mower, and a stump grinder. For these reasons, the Department is seeking a Caterpillar replacement excavator.

The attached Caterpillar M320 Quote from Fabick Cat is through the Sourcewell Cooperative Purchasing Program (# 032119-CAT) which meets the City's financial policy as well as State requirements for public procurement.

The attached PWSB - City of Mequon Proposal is for six-year financing/governmental leasing of the excavator through Port Washington State Bank in partnership with BB Community Leasing Services Inc.

Analysis

The 2018 Mercury Associates, Inc. Fleet Rightsizing and Replacement Study's recommended asset life cycle of this excavator is 120 months, or 10 years. Since this unit was already 15 years old at the time of the study, the consultant had projected the remaining life of this asset at 0

months and scheduled it for replacement in 2021.

As the Department experienced with the purchase of a plow truck for 2022, supply chain issues continue to affect the industry. At this time, the State's authorized Caterpillar dealer, Fabick Cat, only has one unit on order for the price shown in the attached proposal. Fabick Cat projects that the next round of orders will include an approximate 10% price increase.

The original quote from Fabick Cat included financing options through Caterpillar Financial Services Corporation at their governmental rate of 4.74%. The Finance Department obtained a financing quote through Port Washington State Bank/BB Community Leasing Services Inc. for 3.0% lowering the total cost of the purchase by nearly $13,000.

Fiscal Impact

Financing for larger pieces of equipment is required due to capital funding limitations. Recent funding for the DPW Equipment Replacement Account averages $350,000 per year. With a goal to replace at least one plow truck each year (which is an 18-year replacement cycle, as opposed to the recommended 10-12-year cycle identified in the Mercury study), and recent plow truck purchases averaging $210,000, there is not sufficient funding available to make these other larger purchases outright. The total cost of the excavator after trade is $285,000. By financing through Port Washington State Bank/BB Community Leasing Services Inc. at 3.0% for six years, the total cost of the excavator is $306,468. See attached PWSB - City of Mequon Proposal for the amortization schedule and financing details.

There are adequate funds available in the Department of Public Works Equipment Replacement Account #410787-725012-10359 to cover the first-year financing of this unit 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 the Caterpillar excavator from Fabick Cat, Milwaukee, Wisconsin for $285,000 (with trade) and six-year financing of the excavator from Port Washington State Bank/BB Community Leasing Services, Inc. for $51,078/year for a total cost of $306,468.

Attachments:
City of Mequon M320 Quote Updated (PDF)
PWSB - City of Mequon Proposal (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3945

A Resolution Approving the Purchase of a CAT Excavator from Fabick Cat, Milwaukee, Wisconsin and Six-Year Financing by Port Washington State Bank/BB Community Leasing Services for a Total Amount of $306,468

RECITALS

A. The City of Mequon Department of Public Works 2022 equipment replacement program plan includes replacing excavator #337.

B. The Department of Public Works' Fleet Division obtained a Sourcewell Cooperative Purchasing Program (# 032119-CAT) financing proposal through Fabick Cat for a replacement Caterpillar excavator with trade in of our current 2003 Caterpillar excavator.

C. The Finance Department obtained a financing proposal from Port Washington State Bank/BB Community Leasing Services, Inc. that was more favorable than financing through Cat Financial Services.

D. The proposals were reviewed by staff for compliance with requirements specified.

E. Adequate funds are available for the 2022 financing payment in the Department of Public Works equipment replacement fund, account # 410787-725012-10359.

F. The Committee on Public Works, at its meeting on April 12, 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 Purchase of a Caterpillar Model: M320-07 Wheel Hex excavator as proposed is approved and awarded to Fabick Cat, Milwaukee, Wisconsin for a total cost of $285,000 subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

2. Financing for the purchase of the excavator through Port Washington State Bank/BB Community Leasing Services, Inc. for six years as proposed is approved at 3.0 % with annual payments of $51,078 for a total financed cost of $306,468 subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

3. The Mayor, City Clerk, and Director of Finance are authorized and directed to

execute and deliver the same.

Approved by: John Wirth, Mayor

Date Approved: April 12, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 12, 2022.

Caroline Fochs, City Clerk

Proposal

QUOTE NUMBER |179618-01
Mar 30, 2022

CATERPILLAR INC. M320-07

PREPARED FOR
CITY OF MEQUON

FABICK CAT

Attachment: City of Mequon M320 Quote Updated (RESOLUTION 3945 : 2022 Equipment Replacement - Cat Excavator Finance/Governmental

March 30, 2022

CITY OF MEQUON
60W CITY HALL
MEQUON, WISCONSIN, 53092-1930

Dear Todd Zeller,

We are pleased to offer you the following proposal for your consideration.

One (1) Caterpillar Inc. Model: M320-07 Wheel Hex with all standard equipment in addition to the specifications listed below:

STOCK NUMBER: 21M9429
SERIAL NUMBER: 0KE420020
YEAR:
SMU:

Thank you for your interest in Fabick Cat and Caterpillar products. Please know that we sincerely appreciate your consideration and look forward to answering any questions you may have moving forward. Feel free to contact me directly at any time.

Sincerely,

Andrew Wiemero
Machine Sales Representative
Fabick Cat
andrew.wiemero@fabickcat.com
(414) 265-6872

This quotation is valid for 30 days, after which time we reserve the right to re-quote.

Attachment: City of Mequon M320 Quote Updated (RESOLUTION 3945 : 2022 Equipment Replacement - Cat Excavator Finance/Governmental

One (1) Caterpillar Inc. Model: M320-07 Wheel Hex with all standard equipment in addition to the specifications listed below:

STANDARD FEATURES

POWERTRAIN -One-touch low idle with automatic -engine speed control -Automatic engine idle shutdown -Work up to 3000 m (9,842 ft) above sea -level without engine power de-rating -52C (125F) high-ambient cooling -capacity -Cold starting capability for -18C (0F) -Double element air filter with -integrated precleaner -Electric fuel priming pump -Biodiesel capability up to B20

UNDERCARRIAGE -All wheel drive -Automatic brake/axle lock -Creeper speed -Electronic swing and travel lock -Heavy-duty axles, advanced disc brake -system and travel motor, adjustable -braking force -Oscillating front axle, lockable, -with remote greasing point -Two-piece drive shaft -Two speed hydrostatic transmission

HYDRAULICS -Overload warning -Electronic main control valve -Auto hydraulic oil warm up -Element type main hydraulic filter -Heavy lift mode -Separate dedicated swing pump -Automatic swing brake -Adjustable hydraulic aggresiveness -Pattern changer

ELECTRICAL -LED lights on boom and cab -Programmable time-delay LED -working lights -Roading and indicator lights, -front and rear -Maintenance free batteries -Centralized electrical disconnect switch

OPERATOR ENVIRONMENT -Sound-suppressed ROPS cab

TECHNOLOGY PRODUCTS -Remote Flash capability -Remote Troubleshoot capability

SAFETY AND SECURITY -Wide angle mirrors -Neutral lever (lock out) -for all controls -Ground-level accessible secondary -engine shutoff switch in cab -Anti-skid plate and countersunk bolts -on service platform

TECHNOLOGY PRODUCTS -Cat Product Link TM

OPERATOR ENVIRONMENT -Washable floor mat -storage with net -rear storage with net, and overhead -Coat hook, cup holder, console storage, -Beacon ready -Dome and lower LED interior lights -2 x 12V DC Outlets -with USB ports and speakers -Bluetooth integrated DAB+/DAB/FM radio -touchscreen monitor -High-resolution 254 mm (10") LCD -Adjustable arm rest height and angle -Adjustable joystick console height -belt reminder function -51MM (2") orange seat belt incl. seat -pressurized function -Automatic bi-level air conditioner with -Roller front sunscreen -Parallel windshield wipers with washer -Rear window emergency exit -FOGS & Vandal guard ready -mount -(ISO 12117-2 compliant) with viscous

Attachment: City of Mequon M320 Quote Updated (RESOLUTION 3945 : 2022 Equipment Replacement - Cat Excavator Finance/Governmental

FABICK CAT

MACHINE CONFIGURATION

M320 07B WHL HEX AM-N CFG2	604-9932
M320 07A WHEEL EXCAVATOR	553-0169
COMMON ARRANGEMENT	553-0170
QC CONTROL, PG, VA	563-5766
BOOM, VA	558-7124
AUTOLUBE, VA	558-9525
LINKAGE, BKT, A-LUBE	559-5056
WIRING, PRODUCT LINK	583-3846
COUNTERWEIGHT	585-8747
HYDRAULIC OIL, MINERAL	563-4269
ALARM, TRAVEL	581-3651
LIGHTS, CHASSIS	583-3840
RADIO MODULE, PL243 CELLULAR	589-1744
LANE 3 ORDER	0P-9003
NO CAT GRADE	553-8758
STICK, 9' 6"	558-9532
CYLINDERS, VA, RC	577-2812
SPEED, MAX MPH	565-4313
UC, OUT. FRONT & REAR	496-8300
NO FENDERS	548-1811
AUX HYD, HP1 & HP2, JS, VA	566-3021
SMARTBOOM	564-1978
CAB, DELUXE, 70/30	491-9770
JOYSTICK, 2-SLIDER	539-9003
NETWORK MANAGER, STD	555-7286
CAMERA, REAR & RH VIEW	563-5769
MIRRORS, VA & MH	525-2938
DECALS, NORTH AMERICA (ANSI)	521-6833
COMPLETE STORAGE PROTECTION	0G-9240
AUTOLUBE, STICK 9' 6"	564-8368
LINES, 2ND HPF, STICK 9'6"	544-0785
LINES, QC, STICK 9' 6"	563-5780
CONTROLLER, HCR/RC/JS	520-7563
SENSOR, GRADE /SB /RC	528-6146
BEACON, CAB	567-0427
PEDAL, HAMMER	527-7970
TIRES, TRELLEBORG 10.00-20 DUAL	558-3760
Tilting Hydraulic Coupler	
B&D 60" Grading Bucket	
AMI Jawbone Bucket	

"TO EVER SERVE OUR CUSTOMERS BETTER"

Attachment: City of Mequon M320 Quote Updated (RESOLUTION 3945 : 2022 Equipment Replacement - Cat Excavator Finance/Governmental

PRICING INFORMATION

PRICE AS EQUIPPED	$360,000.00
LESS GROSS TRADE ALLOWANCE	($75,000.00)
SUB TOTAL	**$285,000.00**
SALES TAX (0%)	$0.00
CAT FINANCIAL DOCUMENT FEE	$400.00*
BALANCE DUE	**$285,400.00**

TRADE IN DETAILS

Model	Make	Serial Number	Year	Trade Value
M318C	CATERPILLAR INC.	BCZ00547	2003	$75,000.00

EQUIPMENT PROTECTION PLAN

Standard Warranty:	12 Months, Unlimited Hours, Premier For new machines and work tools/attachments the warranty period is 12-months/unlimited hours, starting from date of delivery to the first user.
Extended Protection Plan:	M320-84 MO/4000 HR POWERTRAIN + HYDRAULICS + TECH (Tier 4)

ESTIMATED DELIVERY

To be confirmed at date of order acceptance by Fabick Cat.

FINANCE OPTIONS

72 Month Loan w/ Trade	$53,238.47/year	6 Equal Payments

Cat Financial Services charges a $400 document fee when financing

"TO EVER SERVE OUR CUSTOMERS BETTER"

Attachment: City of Mequon M320 Quote Updated (RESOLUTION 3945 : 2022 Equipment Replacement - Cat Excavator Finance/Governmental

FABICK CAT

WHY CHOOSE FABICK CAT?

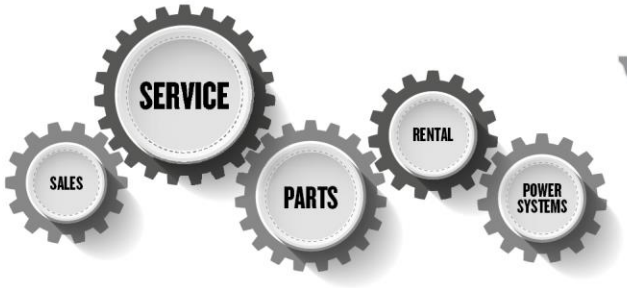
Fabick Cat is the Cat© dealer throughout major portions of Missouri, Illinois, the entire state of Wisconsin and the Upper Peninsula of Michigan. We are proud to serve the hard-working men and women that improve the quality of life in our community. From Cat machines that help maintain our infrastructure and support our farmers, to aerial lifts and emergency power generation, Fabick Cat supplies essential products that help make progress possible.

THROUGHOUT OUR TERRITORY

- 34 LOCATIONS
- 1,200 + EMPLOYEES
- 550 SERVICE TECHNICIANS
- 200 SERVICE BAYS
- 200 SERVICE TRUCKS
- 100 + PARTS DROP BOXES

SERVING THE INDUSTRIES THAT SERVE OUR REGION

With broad capabilities and advanced integration of innovative technology, we are able to serve the diverse requirements of our customers through:



SOLID FOUNDATIONS SINCE 1917

Over a century ago, our founder John Fabick Sr., set out to build the greatest service organization of its kind. He adopted the motto *"To Ever Serve Our Customers Better."* To this day, these words remain the foundation of our organization.

FABICK CAT IS HERE TO SUPPORT YOU & YOUR CONTINUED SUCCESS

LEARN MORE @ fabickcat.com » 800.845.9188 » contact@fabickcat.com

Attachment: City of Mequon M320 Quote Updated (RESOLUTION 3945 : 2022 Equipment Replacement - Cat Excavator Finance/Governmental

PWSB
PORT WASHINGTON STATE BANK

BB COMMUNITY LEASING SERVICES, INC.
IN PARTNERSHIP WITH THE COMMUNITY BANK NETWORK
A SUBSIDIARY OF BANKERS' BANK

April 6, 2022

Tim Weyker
Deputy Director of Public Works
City of Mequon
11333 N Cedarburg Road
Mequon, WI 53092

Dear Tim,

In coordination and in partnership with Port Washington State Bank and BB Community Leasing Services, Inc. (BBCLSI) ("Lessor") is pleased to submit the following lease proposal. This proposal is for evaluation and discussion purposes only and should not be considered as a commitment by the Lessor or any other party. The Lessor will not be obligated to lease any property to the lessee until the Lessor agrees in writing to do so. The following equipment lease proposal is in response to your communication sent to Port Washington State Bank and generally covers the personal property described below under "Equipment Description". Our proposed lease terms are as follows:

PARTIES TO AGREEMENT

Lessor & Partner Bank	BB Community Leasing Services, Inc. and Port Washington State Bank
Vendor(s)	Caterpillar
Lessee	City of Mequon 11333 N Cedarburg Road Mequon, WI 53092
Equipment Location	City of Mequon 11333 N Cedarburg Road Mequon, WI 53092 Or as advised.
Equipment Description	Caterpillar Inc. Model: M320-07 Wheel Hex
Equipment Cost	$285,000.00

MUNICIPAL LEASE TERMS, CONDITIONS & LESSEE COVENANTS

General

The above referenced proposal for a Lease-Purchase Agreement is to provide financing for the purchase of equipment rather than for the short-term rental of equipment. For this reason, periodic payment amounts are calculated to amortize the full cost of the equipment over the agreed payment term. Because we do not consider your repayment commitment to be a debt obligation, as that term would be defined by State constitution or regulations, the proposed contract includes a non-appropriation clause and is subject to funds being encumbered for repayment on an annual basis. This non-appropriation clause provides some risk to the lessor that the equipment will be returned during the life of the contract rather than being paid in full.

Lessee Covenants

Lessee makes the following covenants and representations:

Attachment: PWSB - City of Mequon Proposal (RESOLUTION 3945 : 2022 Equipment Replacement - Cat Excavator Finance/Governmental

- Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the state where the lessee is located ("State") with full power and authority to enter into the proposed agreement.
- Lessee will duly authorize any proposed agreement by proper action of its governing body at a meeting duly called and held in accordance with State law, or by other appropriate official approval.
- The equipment will be used by lessee solely and exclusively for the purpose of performing essential governmental or proprietary functions of lessee consistent with the permissible scope of lessee's authority.
- Lessee has an immediate need for the equipment subject to the proposal.
- The estimated total cost of the equipment will not be less than the total principal portion of the rental payments.
- The proposed equipment is expected to be ordered within 6 months of the commencement date, and all amounts deposited in escrow to pay for the equipment, and interest earnings, will be expended on costs of the equipment and the financing within 3 years of commencement date.
- No proceeds of any lease will be used to reimburse lessee for expenditures made more than 60 days prior to the commencement date or, if earlier, more than 60 days prior to any official action taken to evidence an intent to finance.
- Lessee has not created or established, and does not expect to create or establish, any sinking fund or similar fund (i) that is reasonably expected to be used to pay the rental payments, or (ii) that may be used solely to prevent a default.
- Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended ("Code"), including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of rental payments from gross income for purposes of federal income taxation.
- Lessee intends that each proposed lease not constitute a "true" lease for federal income tax purposes.
- Lessee will designate the proposed lease as a "qualified tax-exempt obligation" as defined in Section 265(b) (3) (B) of the Code.
- The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c) (3) bonds) issued or to be issued by lessee and all subordinate entities during the calendar year in which the lease is executed is not reasonably expected to exceed $10,000,000.
- Lessee and all subordinate entities will not issue in excess of $10,000,000 of tax-exempt obligations (including the proposed lease but excluding private activity bonds other than qualified 501(c) (3) bonds) during the calendar year in which this lease is executed without first obtaining an opinion of nationally recognized counsel acceptable to lessor that the designation of the lease as a "qualified tax-exempt obligation" will not be adversely affected.

GENERAL TERMS & CONDITIONS

Lease Equipment Cost

Total cost is not to exceed 10% of the amount stated within the "Financial Terms" section of this proposal (See Exhibit A) without prior consent by lessor. Cost to include all monies paid by lessor to acquire the equipment. These costs include but are not limited to sales tax, brokers' fees and any other fees required to obtain clear ownership to the equipment.

Lease Commencement Date

The "commencement date" is the date when interest commences to accrue. This date will be the earlier of (i) the date the proposed equipment is accepted by lessee or (ii) the date any monies to purchase the proposed equipment are deposited with an escrow agent or vendor.

Lease Term

The "lease term" means the original term and all renewal terms. The "original term" means the period from the commencement date for each lease until the end of lessee's current fiscal year. The "renewal term" means each subsequent fiscal year of lessee through the end date of the lease.

Payment (per month)

The rents are to be due on the 1st of each annual period with each payment made in advance, unless specifically stated otherwise within the "Financial Terms" section of this proposal (See Exhibit A).

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Should the Lease Commencement Date occur on any date other than the date on which the first payment is scheduled to be due, as define within the "Financial Terms" section of this proposal (See Exhibit A), the lessee will incur additional interest costs for this interim period based on the amount advanced by the lessor to acquire the equipment.

Rental payments consist of principle and interest portions. Lessee understands that their obligation to pay rental payments constitutes a current expense and shall not be construed to be a debt in violation of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness. Additionally, the proposed lease is not intended to create a pledge of the general tax revenues, funds or monies of lessee.

Payment Adjustment Lessee acknowledges that the amount of the lease rental is predicated on prevailing market rates. The lease payments proposed are valid through the date listed in the attached proposal and subject to lessor underwriting. Additionally, the lessor will have the right to adjust the monthly rental payments should the prevailing market rates increase before the final delivery and acceptance of equipment by the lessee. Specifically, the lessor may adjust the lease payments for each ¼% increase in an index rate in effect on the date of acceptance of the lease proposal by lessee. The payment adjustment will be calculated in a manner to preserve the lessor's yield at time of preparation of original proposal. The lease payments will remain constant upon final delivery & acceptance of equipment by lessee, unless specifically stated to the contrary within the "Financial Terms" section of this proposal (See Exhibit A). The index rate to be used, if applicable, will be established within the "Financial Terms" section of this proposal (See Exhibit A).

Security Deposit A security deposit will be collected at time of authorizing the lease agreement as specified in the "Financial Terms" section of this proposal (See Exhibit A).

Taxes & Fees Lessee will pay all fees, assessments, sales, use, property and other taxes imposed upon lessor for ordering, obtaining and financing the proposed property. This will also include any registration and licensing fees.

Insurance Prior to the delivery of the leased assets, lessee, at its sole cost & expense, will provide all-inclusive physical damage and liability insurance in the joint names of the lessor and lessee, in amounts & form satisfactory to lessor. If lessee fails to provide evidence of insurance acceptable to lessor, lessor has the right, but not the obligation, to obtain insurance covering lessor's interest in the proposed equipment. Lessor may add the costs of acquiring and maintaining such insurance, and fees for the service of placing and maintaining such insurance to the amounts due under the proposed lease.

Maintenance & Repairs Lessee at its sole cost and expense will be required to maintain the equipment in good operating condition, according to prescribed manufacturer's standards and the equipment must be able to perform its function after lease termination.

Financial Statements Lessee will furnish financial statements if requested, including operating figures and other supporting statements as required by lessor, at year end or interim periods during the life of the lease.

Lessee Fees A documentation fee will be due at the inception of the lease as defined within "Financial Terms" section of this proposal (See Exhibit A).

Pre-payment The proposed lease may be prepaid without penalty. An amortization schedule will be provided as part of the lease documentation package that defines pay-off amounts at any time during the term of the agreement.

Transaction Expenses All parties to this lease shall be responsible for the payment of their own legal expenses.

Return Provisions Lessee will be required to return property to lessor at lessee's expense.

Attachment: PWSB - City of Mequon Proposal (RESOLUTION 3945 : 2022 Equipment Replacement - Cat Excavator Finance/Governmental

Title Title to the equipment shall vest in lessee subject to lessor's rights under the lease. Title will immediately transfer from lessee to lessor upon any termination of the lease due to non-appropriation or an event of default.

Security Agreement Lessor will file a UCC-1 security interest in the property subject to the lease.

PROPOSAL ACCEPTANCE TERMS

Lease Commitment Fee Lessee shall remit a commitment fee of **$0.00** to the lessor in good faith when this proposal is signed and accepted. This fee will be used to reduce the first rental payment due, if the lessee proceeds with the lease described in this proposal. If for any reason the lessee decides not to proceed with the lease, the fee will be considered earned by the lessor to compensate the lessor for evaluation expenses. If the lessor decides to reject the lease, the fee will be returned to the lessee within thirty days after said rejection notice.

Proposal Expiration Date This proposal expires thirty (30) days from the date first written above. Please note that the proposed pricing is subject to change per the "Payment Adjustment" provisions noted above.

Lessor's Commitment This proposal is subject to lessor's credit review and is not binding until approved by lessor's designated Lease Committee and documentation is mutually satisfactory and authorized accordingly by lessor and lessee.

Underwriting Information Requested

Municipal Transactions < $150,000

1) Equipment Lease Application-small ticket muni application

Municipal Transactions > $150,000

1) Equipment Lease Application-regular muni application
2) Audited financial statements for most recent two fiscal years.

Thank you for the opportunity to present this proposal on behalf of and in conjunction with Port Washington State Bank. We look forward to serving you as this project progresses. Please call with questions.

Sincerely,

Linda Lease

BB Community Leasing Services, Inc.
Linda Lease, President & Managing Director

Port Washington State Bank

The terms of this proposal are accepted and agreed to this _____ day of _____, 2022.

Lessee: City of Mequon

By: _____

Printed Name & Title:

Attachment: PWSB - City of Mequon Proposal (RESOLUTION 3945 : 2022 Equipment Replacement - Cat Excavator Finance/Governmental

BB Community Leasing Services, Inc.
Port Washington State Bank
Supplemental Information

Exhibit A-Financial Terms

To be made part of and attached to equipment lease proposal to:
City of Mequon
dated April 6, 2022.

Lease Assumptions (Applicable to all Proposed Alternatives)	
Equipment Cost, in Aggregate (See Page 1 for individual cost)	$285,000
Security Deposit	$0
Documentation Fee	$0
Forecasted Delivery & Acceptance Date (Lease Commencement Date)	05/01/2022
Forecasted 1st Payment Date	05/01/2023
Lease Payment "Locked"	07/01/2022
Payment Adjustment Rate Index	N/A
Current Index Rate	N/A

Proposal Options

(Note: Each line/row represents a separate & distinct pricing option)

Option	Term	Payment Frequency	Payment Amount	End of Term Option	End of Term Amount	End of Term % of Original Cost	Eff. Rate
$285,000							
Option 1	6 years	Annual	$51,078**	Purchase	$0	N/A	3%
Option 2	6 years	Annual	$52,610***	Purchase	$0	N/A	3%

**Payment due in advance 05/01/2022 or TBD
***Payment due in arrears 05/01/2023 or TBD

Attachment: PWSB - City of Mequon Proposal (RESOLUTION 3945 : 2022 Equipment Replacement - Cat Excavator Finance/Governmental

Exhibit A-1
Rental Payment Schedule

Lease # TBD

Payment #	Payment Due Date	Payment Amount	Interest	Principal	Lease Balance	Lessor Unamortized Capitalized Costs	Lessee Purchase Option "Purchase Price"
at inception	5/1/2022	0.00	0.00	0.00	285,000.00	0.00	285,000.00
1	5/1/2022	51,078.00	576.92	50,501.08	234,498.92	(0.00)	234,498.92
2	6/1/2022	0.00	578.35	(578.35)	235,077.27	(0.00)	235,077.27
3	7/1/2022	0.00	579.77	(579.77)	235,657.04	(0.00)	235,657.04
4	8/1/2022	0.00	581.20	(581.20)	236,238.24	(0.00)	236,238.24
5	9/1/2022	0.00	582.64	(582.64)	236,820.88	(0.00)	236,820.88
6	10/1/2022	0.00	584.07	(584.07)	237,404.95	(0.00)	237,404.95
7	11/1/2022	0.00	585.51	(585.51)	237,990.46	(0.00)	237,990.46
8	12/1/2022	0.00	586.96	(586.96)	238,577.42	(0.00)	238,577.42
9	1/1/2023	0.00	588.40	(588.40)	239,165.82	(0.00)	239,165.82
10	2/1/2023	0.00	589.86	(589.86)	239,755.68	(0.00)	239,755.68
11	3/1/2023	0.00	591.31	(591.31)	240,346.99	(0.00)	240,346.99
12	4/1/2023	0.00	592.77	(592.77)	240,939.76	(0.00)	240,939.76
13	5/1/2023	51,078.00	468.26	50,609.74	190,330.02	(0.00)	190,330.02
14	6/1/2023	0.00	469.41	(469.41)	190,799.43	(0.00)	190,799.43
15	7/1/2023	0.00	470.57	(470.57)	191,270.00	(0.00)	191,270.00
16	8/1/2023	0.00	471.73	(471.73)	191,741.73	(0.00)	191,741.73
17	9/1/2023	0.00	472.89	(472.89)	192,214.62	(0.00)	192,214.62
18	10/1/2023	0.00	474.06	(474.06)	192,688.68	(0.00)	192,688.68
19	11/1/2023	0.00	475.23	(475.23)	193,163.91	(0.00)	193,163.91
20	12/1/2023	0.00	476.40	(476.40)	193,640.31	(0.00)	193,640.31
21	1/1/2024	0.00	477.58	(477.58)	194,117.89	(0.00)	194,117.89
22	2/1/2024	0.00	478.75	(478.75)	194,596.64	(0.00)	194,596.64
23	3/1/2024	0.00	479.93	(479.93)	195,076.57	(0.00)	195,076.57
24	4/1/2024	0.00	481.12	(481.12)	195,557.69	(0.00)	195,557.69
25	5/1/2024	51,078.00	356.33	50,721.67	144,836.02	(0.00)	144,836.02
26	6/1/2024	0.00	357.21	(357.21)	145,193.23	(0.00)	145,193.23
27	7/1/2024	0.00	358.09	(358.09)	145,551.32	(0.00)	145,551.32
28	8/1/2024	0.00	358.97	(358.97)	145,910.30	(0.00)	145,910.30
29	9/1/2024	0.00	359.86	(359.86)	146,270.16	(0.00)	146,270.16
30	10/1/2024	0.00	360.75	(360.75)	146,630.90	(0.00)	146,630.90
31	11/1/2024	0.00	361.64	(361.64)	146,992.54	(0.00)	146,992.54
32	12/1/2024	0.00	362.53	(362.53)	147,355.07	(0.00)	147,355.07
33	1/1/2025	0.00	363.42	(363.42)	147,718.49	(0.00)	147,718.49
34	2/1/2025	0.00	364.32	(364.32)	148,082.81	(0.00)	148,082.81
35	3/1/2025	0.00	365.22	(365.22)	148,448.03	(0.00)	148,448.03
36	4/1/2025	0.00	366.12	(366.12)	148,814.14	(0.00)	148,814.14
37	5/1/2025	51,078.00	241.05	50,836.95	97,977.19	(0.00)	97,977.19
38	6/1/2025	0.00	241.64	(241.64)	98,218.83	(0.00)	98,218.83
39	7/1/2025	0.00	242.24	(242.24)	98,461.07	(0.00)	98,461.07
40	8/1/2025	0.00	242.83	(242.83)	98,703.91	(0.00)	98,703.91
41	9/1/2025	0.00	243.43	(243.43)	98,947.34	(0.00)	98,947.34
42	10/1/2025	0.00	244.03	(244.03)	99,191.37	(0.00)	99,191.37
43	11/1/2025	0.00	244.64	(244.64)	99,436.01	(0.00)	99,436.01
44	12/1/2025	0.00	245.24	(245.24)	99,681.25	(0.00)	99,681.25
45	1/1/2026	0.00	245.84	(245.84)	99,927.09	(0.00)	99,927.09
46	2/1/2026	0.00	246.45	(246.45)	100,173.54	(0.00)	100,173.54
47	3/1/2026	0.00	247.06	(247.06)	100,420.60	(0.00)	100,420.60
48	4/1/2026	0.00	247.67	(247.67)	100,668.27	(0.00)	100,668.27
49	5/1/2026	51,078.00	122.30	50,955.70	49,712.58	(0.00)	49,712.58
50	6/1/2026	0.00	122.61	(122.61)	49,835.18	(0.00)	49,835.18
51	7/1/2026	0.00	122.91	(122.91)	49,958.09	(0.00)	49,958.09
52	8/1/2026	0.00	123.21	(123.21)	50,081.30	(0.00)	50,081.30
53	9/1/2026	0.00	123.52	(123.52)	50,204.82	(0.00)	50,204.82
54	10/1/2026	0.00	123.82	(123.82)	50,328.64	(0.00)	50,328.64
55	11/1/2026	0.00	124.13	(124.13)	50,452.76	(0.00)	50,452.76
56	12/1/2026	0.00	124.43	(124.43)	50,577.20	(0.00)	50,577.20
57	1/1/2027	0.00	124.74	(124.74)	50,701.93	(0.00)	50,701.93
58	2/1/2027	0.00	125.05	(125.05)	50,826.98	(0.00)	50,826.98
59	3/1/2027	0.00	125.35	(125.35)	50,952.34	(0.00)	50,952.34
60	4/1/2027	0.00	125.66	(125.66)	51,078.00	(0.00)	51,078.00
61	5/1/2027	51,078.00	0.00	51,078.00	0.00	(0.00)	0.00

By _____
Tim Weyker

Title Deputy of Public Works

Attachment: PWSB - City of Mequon Proposal (RESOLUTION 3945 : 2022 Equipment Replacement - Cat Excavator Finance/Governmental Lease)

Exhibit A-1
Rental Payment Schedule

Lease # **TBD**

Payment #	Payment Due Date	Payment Amount	Interest	Principal	Lease Balance	Lessor Unamortized Capitalized Costs	Lessee Purchase Option "Purchase Price"
at inception	5/1/2022	0.00	0.00	0.00	285,000.00	0.00	285,000.00
1	6/1/2022	0.00	720.46	(720.46)	285,720.46	0.00	285,720.46
2	7/1/2022	0.00	722.28	(722.28)	286,442.75	0.00	286,442.75
3	8/1/2022	0.00	724.11	(724.11)	287,166.86	0.00	287,166.86
4	9/1/2022	0.00	725.94	(725.94)	287,892.80	0.00	287,892.80
5	10/1/2022	0.00	727.78	(727.78)	288,620.57	0.00	288,620.57
6	11/1/2022	0.00	729.62	(729.62)	289,350.19	0.00	289,350.19
7	12/1/2022	0.00	731.46	(731.46)	290,081.65	0.00	290,081.65
8	1/1/2023	0.00	733.31	(733.31)	290,814.96	0.00	290,814.96
9	2/1/2023	0.00	735.16	(735.16)	291,550.12	0.00	291,550.12
10	3/1/2023	0.00	737.02	(737.02)	292,287.14	0.00	292,287.14
11	4/1/2023	0.00	738.88	(738.88)	293,026.03	0.00	293,026.03
12	5/1/2023	52,610.00	607.76	52,002.24	241,023.78	0.00	241,023.78
13	6/1/2023	0.00	609.29	(609.29)	241,633.08	0.00	241,633.08
14	7/1/2023	0.00	610.83	(610.83)	242,243.91	0.00	242,243.91
15	8/1/2023	0.00	612.38	(612.38)	242,856.29	0.00	242,856.29
16	9/1/2023	0.00	613.93	(613.93)	243,470.21	0.00	243,470.21
17	10/1/2023	0.00	615.48	(615.48)	244,085.69	0.00	244,085.69
18	11/1/2023	0.00	617.03	(617.03)	244,702.73	0.00	244,702.73
19	12/1/2023	0.00	618.59	(618.59)	245,321.32	0.00	245,321.32
20	1/1/2024	0.00	620.16	(620.16)	245,941.48	0.00	245,941.48
21	2/1/2024	0.00	621.73	(621.73)	246,563.20	0.00	246,563.20
22	3/1/2024	0.00	623.30	(623.30)	247,186.50	0.00	247,186.50
23	4/1/2024	0.00	624.87	(624.87)	247,811.37	0.00	247,811.37
24	5/1/2024	52,610.00	493.46	52,116.54	195,694.83	0.00	195,694.83
25	6/1/2024	0.00	494.70	(494.70)	196,189.53	0.00	196,189.53
26	7/1/2024	0.00	495.96	(495.96)	196,685.49	0.00	196,685.49
27	8/1/2024	0.00	497.21	(497.21)	197,182.70	0.00	197,182.70
28	9/1/2024	0.00	498.47	(498.47)	197,681.16	0.00	197,681.16
29	10/1/2024	0.00	499.73	(499.73)	198,180.89	0.00	198,180.89
30	11/1/2024	0.00	500.99	(500.99)	198,681.88	0.00	198,681.88
31	12/1/2024	0.00	502.26	(502.26)	199,184.14	0.00	199,184.14
32	1/1/2025	0.00	503.53	(503.53)	199,687.66	0.00	199,687.66
33	2/1/2025	0.00	504.80	(504.80)	200,192.46	0.00	200,192.46
34	3/1/2025	0.00	506.07	(506.07)	200,698.53	0.00	200,698.53
35	4/1/2025	0.00	507.35	(507.35)	201,205.89	0.00	201,205.89
36	5/1/2025	52,610.00	375.64	52,234.36	148,971.53	0.00	148,971.53
37	6/1/2025	0.00	376.59	(376.59)	149,348.12	0.00	149,348.12
38	7/1/2025	0.00	377.54	(377.54)	149,725.66	0.00	149,725.66
39	8/1/2025	0.00	378.50	(378.50)	150,104.16	0.00	150,104.16
40	9/1/2025	0.00	379.45	(379.45)	150,483.61	0.00	150,483.61
41	10/1/2025	0.00	380.41	(380.41)	150,864.03	0.00	150,864.03
42	11/1/2025	0.00	381.38	(381.38)	151,245.40	0.00	151,245.40
43	12/1/2025	0.00	382.34	(382.34)	151,627.74	0.00	151,627.74
44	1/1/2026	0.00	383.31	(383.31)	152,011.05	0.00	152,011.05
45	2/1/2026	0.00	384.27	(384.27)	152,395.32	0.00	152,395.32
46	3/1/2026	0.00	385.25	(385.25)	152,780.57	0.00	152,780.57
47	4/1/2026	0.00	386.22	(386.22)	153,166.79	0.00	153,166.79
48	5/1/2026	52,610.00	254.20	52,355.80	100,810.99	0.00	100,810.99
49	6/1/2026	0.00	254.84	(254.84)	101,065.83	0.00	101,065.83
50	7/1/2026	0.00	255.49	(255.49)	101,321.32	0.00	101,321.32
51	8/1/2026	0.00	256.13	(256.13)	101,577.46	0.00	101,577.46
52	9/1/2026	0.00	256.78	(256.78)	101,834.24	0.00	101,834.24
53	10/1/2026	0.00	257.43	(257.43)	102,091.67	0.00	102,091.67
54	11/1/2026	0.00	258.08	(258.08)	102,349.75	0.00	102,349.75
55	12/1/2026	0.00	258.73	(258.73)	102,608.49	0.00	102,608.49
56	1/1/2027	0.00	259.39	(259.39)	102,867.87	0.00	102,867.87
57	2/1/2027	0.00	260.04	(260.04)	103,127.92	0.00	103,127.92
58	3/1/2027	0.00	260.70	(260.70)	103,388.62	0.00	103,388.62
59	4/1/2027	0.00	261.36	(261.36)	103,649.98	0.00	103,649.98
60	5/1/2027	52,610.00	129.03	52,480.97	51,169.00	0.00	51,169.00
61	6/1/2027	0.00	129.35	(129.35)	51,298.36	0.00	51,298.36
62	7/1/2027	0.00	129.68	(129.68)	51,428.04	0.00	51,428.04
63	8/1/2027	0.00	130.01	(130.01)	51,558.04	0.00	51,558.04
64	9/1/2027	0.00	130.34	(130.34)	51,688.38	0.00	51,688.38
65	10/1/2027	0.00	130.67	(130.67)	51,819.04	0.00	51,819.04
66	11/1/2027	0.00	131.00	(131.00)	51,950.04	0.00	51,950.04
67	12/1/2027	0.00	131.33	(131.33)	52,081.37	0.00	52,081.37
68	1/1/2028	0.00	131.66	(131.66)	52,213.02	0.00	52,213.02
69	2/1/2028	0.00	131.99	(131.99)	52,345.02	0.00	52,345.02
70	3/1/2028	0.00	132.33	(132.33)	52,477.34	0.00	52,477.34
71	4/1/2028	0.00	132.66	(132.66)	52,610.00	0.00	52,610.00
72	5/1/2028	52,610.00	(0.00)	52,610.00	(0.00)	0.00	(0.00)

By _____
Tim Weyker

Title Deputy of Public Works

Attachment: PWSB - City of Mequon Proposal (RESOLUTION 3945 : 2022 Equipment Replacement - Cat Excavator Finance/Governmental Lease)

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: **April 12, 2022**
SUBJECT: **RESOLUTION 3946 A Resolution Authorizing a Waiver from Section 58-600(e) of the Mequon Municipal Code, Requiring Public Sanitary Sewer Service for the Property Located at 1310 Highland Road**

Background

The applicant is requesting a waiver from Section 58-600(e) of the City of Mequon Code of Ordinances to allow for the homes within the proposed 27-lot subdivision to be served through private onsite wastewater treatments systems (POWTS) and be exempted from the requirement to connect to public sanitary sewer. Please find attached the letter of request from the applicant.

The subject property is located at 1310 Highland Road, at the northwest corner of Port Washington Road and Highland Road, the remnant parcel surrounding the new Ascension Medical Building. The property is located within the sanitary sewer service area (SSA) and is located along a public sanitary sewer main and is therefore required by ordinance to connect to the public sanitary system.

The applicant was before the Planning Commission for a consultation, where many supported a development at a lower density than that required to make the cost of public sanitary sewer sustainable. At a subsequent meeting, the Planning Commission approved the concept plan for the lower density subdivision. Connection to the public sanitary utility was a condition of that approval, but a provision was included which informed the applicant how to apply for a waiver. Staff understands that the requirement for connection to the public system would result in additional lots at a higher density, to allow for land sales to support the cost of the infrastructure.

The applicant indicates that the requirement to serve the property with public sanitary sewer would increase the development's density to 44 lots.

Analysis

Staff contacted the Metropolitan Milwaukee Sewerage District (MMSD) to inquire as to whether the property could be removed from the SSA. MMSD responded that the parcel is next to an existing sewer, so it does not require a sewer extension to serve the property, for this reason, they do not agree with the removal of this property from the SSA.

The sanitary sewer main is in the upstream most corner of the SSA. The main in Highland Road has the capacity to support the proposed development. However, due to wet weather inflow and infiltration, the Sewer Utility identified downstream capacity issues at the time of application for the Ascension Medical Building. Ascension was ultimately required to construct the sanitary

sewer connection with a flow restriction, where flow would be diverted into a holding tank when the downstream lift station registered high wet wells.

The Sewer Utility has previously awarded several contracts to reduce the inflow and infiltration within the system. Pending successful completion of that work this spring into the summer, the surcharging within the system should be reduced. Further analysis post-construction through flow monitoring would be required to determine what, if any, restriction is required.

Given the density of the proposed development, it is anticipated that, at most, backflow preventers would be required for the plumbing to individual homes. Backflow preventers are recommended in most locations, so that in the event of flow surcharging within the system, the flow is prevented from entering the home.

Similar to those requirements for the Ascension Medical Building, staff recommends that the property develop on the public sewer system. Any flow restrictions required at the time of construction may be removed when the downstream issues are addressed. Depending on the development timeline of construction, those restrictions may never need to be installed. However, if the development were to be constructed today, staff would be conservative in the flow analysis to ensure that the proposed development does not worsen the downstream conditions, nor risk basement backups within the new homes. The terms and conditions of flow restriction would be addressed in a Development Agreement, as was completed for the Ascension Medical Building.

Fiscal Impact

As the property is within the Sewer Service Area, it is subject to an annual capital charge based upon the assessed value for all of the property within the SSA. The MMSD capital charges, along with capital charges for Mequon debt service, comprise the basis for the annual Mequon Sewer Tax district rate and charges. As MMSD will not approve the removal of the property from the SSA, the Sewer Utility will continue to be billed for the capital charges, at what is assumed to be an increased assessed value post-construction. Either the property owners within the development must pay the capital charges through the Sewer Tax, or the other utility customers will absorb those fees. Therefore, those within the Sewer Utility District will be paying an increased cost over that charged by MMSD, to carry those properties within the SSA.

The exact amount of the increase will be determined by the revised assessed value of the property. The current value of the Sewer Tax for the property is $18.68 based upon an assessed land value of $11,500. If the total lot/home value of the lots within the subdivision are assessed at $400k post-construction, the 27-lot subdivision would have a Sewer Tax of approximately $18,144 and a 44-lot subdivision would have a Sewer Tax of approximately $29,568.

Allowing the property to develop on private systems will also result in an opportunity loss of revenue derived from quarterly billing but will also not result in any increased cost to utility rate payers.

In 2018, the Sewer Utility District Commission approved Resolution 3610, offering exemption from the Sanitary Tax, but only for parcels which do not currently have legal or practical access

to sanitary sewer.

Recommendation

Staff recommends that the Sewer Utility District Commission recommend against, and the Common Council deny the resolution authorizing the waiver from Section 58-600(e) of the City of Mequon Code of Ordinances. By denying the resolution, the development will be required to be served by public sanitary sewer.

If the resolution is approved, the applicant will be required to execute the proposed Public Sanitary Sewer Exemption Agreement prior to application to the Planning Commission for preliminary plat approval. In draft form, the agreement states that the property owners will be responsible for paying the Sewer Tax.

Attachments:
SUDC sewer waiver request (PDF)
DRAFT Sanitary Agreement_1310 Highland Road (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3946

A Resolution Authorizing a Waiver from Section 58-600(e) of the Mequon Municipal Code, Requiring Public Sanitary Sewer Service for the Property Located at 1310 Highland Road

RECITALS

A. The City of Mequon Planning Commission approved a concept plan for a 27-lot subdivision at 1310 Highland Road.

B. The property at 1310 Highland Road is within the City of Mequon Sanitary Sewer Service Area (SSA), and therefore is obligated to connect to the City of Mequon Sanitary Utility District pursuant to the existing ordinance requirements.

C. Since the parcel is next to an existing sewer, it does not require a sewer extension to serve the property, and the Metropolitan Milwaukee Sewerage District (MMSD) will not allow the removal of this property from the SSA.

D. The parcel is subject to the MMSD annual capital charge based upon the assessed value for all of the property within the SSA. The MMSD capital charges, along with capital charges for Mequon debt service, comprise the basis for the annual Mequon Sewer Tax district rate and charges.

E. The applicant requested a waiver to Section 58-600(e) of the City of Mequon Code of Ordinances to allow for a 27-lot subdivision, which is at a lower density than the subdivision required to financially support the cost of public sanitary sewer.

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

1. The waiver to Section 58-600(e) of the City of Mequon Code of Ordinances is hereby granted for the 27-lot subdivision approved in concept plan by the Planning Commission on February 28, 2022.

2. The Public Sanitary Services Waiver Agreement between the City of Mequon Sewer Utility and the parcel owner is approved subject to City Attorney review and approval.

3. The Mequon officials identified in the Public Sanitary Services Waiver Agreement are hereby authorized and directed to execute and deliver the same on behalf of the City Sewer Utility.

4. The Public Sanitary Services Waiver Agreement shall be executed prior to

application for preliminary plat approval for the proposed subdivision. Recording of the document shall take place concurrently to the recording of the final plat.

Approved by: John Wirth, Mayor

Date Approved: April 12, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 12, 2022.

Caroline Fochs, City Clerk

NEUMANN
DEVELOPMENTS, INC.

March 18, 2022

City of Mequon
Sewer Utility District Commission (SUDC)
11333 N. Cedarburg Rd
Mequon, WI 53092

Dear SUDC members,

The intent of this letter is to formally request a waiver to ordinance 58-600(e) requiring construction of a residential or business structure that is located within 200 feet of a city sewer line to connect to that sewer line if legally possible and practicable.

We request this waiver on the grounds that the possibility of the system supporting additional connections is in question and that it is not practical to do so for the size of development being proposed.

A previous sewer study completed for this area identified issues with sewer capacity in downstream pipes as well as in downstream lift stations. Repairs to the downstream system to address the wet weather capacity issues have been approved for the 2022 year, however it is unknown whether those repairs will if they will effectively solve the capacity issues. The intent is to develop our proposed residential development this year and it is not practical to move forward on a development where the ability of the municipal sewer system to support the use is in doubt.

The plan commission and common council have repeatedly expressed their desire for low density residential development on this parcel. The reduced number of lots approved cannot support the additional cost burden of installing sewer as well as any potential holding tanks or flow restriction systems. This is not an area of luxury homes, so the home and lot prices need to be managed according to the surrounding market where homes regularly sell under $500K. The installation of municipal sewer for these lots would result in additional cost of around $20,000 per lot and lot sales price of around $200K. The resulting lot prices cannot be supported by the market. We have conducted the appropriate soil testing that shows the site will support the private on-site waste systems and we would be willing to not request that sewer district charges for this parcel be waived as well.

However, if municipal sewer remains a requirement, we could absorb the additional cost of sewer service if we could develop a community with 37-44 lots. Based on the requirements of the UCRC zoning we feel that a maximum of 44 lots would be allowed with all requirements of the zoning district followed.

If approved the commencement of development work is anticipated to be Summer of 2022. We anticipate an approximate 2-3 year time frame for full completion of the units.

This petition is being made after careful consideration regarding the market supply and demand of different residential product types in the Mequon area and we feel it provides a housing option that will benefit the City for many years to come.

We look forward to discussing these proposed changes and bringing another great neighborhood to the City of Mequon.

Sincerely,

Bryan Lindgren

Bryan Lindgren
Neumann Developments Inc

NEUMANN DEVELOPMENTS, INC. * N27 W24025 PAUL CT. SUITE 100 * PEWAUKEE, WI 53072
262-542-9200 * FAX: 262-349-9324 * NEUMANNDEVELOPMENTSINC.COM

Attachment: SUDC sewer waiver request (RESOLUTION 3946 : Waiver Section 58-600(e) Sewer Connection - Neumann)

Document Number	**PUBLIC SANITARY SERVICE WAIVER AGREEMENT** Document Name

This Public Sanitary Services Waiver Agreement (the "Agreement") is made by and between the City of Mequon (d/b/a the "City") and Highland Road LLC (the "Developer") (collectively, the "Parties," individually, a "Party").

WHEREAS, the Developer is proposing a residential, single-family home subdivision (the "Development") at 1310 Highland Road (Tax ID 150071600200) within the City's Sanitary Utility District; and

WHEREAS, the Sewer Utility District Commission granted a waiver to Section 58-600(e) of the City of Mequon Code of Ordinances, allowing the homes within the subdivision to be served by private onsite wastewater treatment systems ("POWTS") and not require connection to the City of Mequon Sanitary Utility District; and

WHEREAS, the Agreement prohibits future property owners, future lot owners pending transfer of ownership through final plat or sale of lots, or any other property derived from Tax ID 150071600200 to request connection or connect to the City of Mequon Sanitary Utility District.

Recording Data

Name and Return Address

Director of Public Works/City Engineer
11333 N Cedarburg Road
Mequon, WI 53092

Parcel Identification Number

150071600200

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

1. The Parties expressly agree that the Developer is obligated to connect to the City of Mequon Sanitary Utility District pursuant to the existing ordinance requirements; however, the City grants the Developer and future owners of the Development a waiver on the terms set forth in this Agreement.

   1.1 Developer, its successors and assigns, agrees not to seek a further waiver from its obligation under the ordinances from the City during the term of this Agreement.

   1.2 Developer expressly agrees that the Development shall be constructed and used in compliance with the preliminary and final plat approval granted by the City Planning Commission on _____. Should the future use change result in a condition such that continuous use of a POWTS will negatively impact adjacent properties, or the POWTS fails and alternate service is required, this Agreement shall be null and void and the Developer shall connect the Development to the City of Mequon Sanitary Utility District as soon as is practicable, unless agreed upon by the Parties.

   1.3 As a condition of approval, the Developer provided soil reports for each proposed lot within the proposed subdivision, indicating that each lot can be supported by a POWTS. At the time of execution of this Agreement, permitting for POWTS is administered through and subject to Ozaukee County approval. A POWTS permit is required prior to the application for a City building permit.

DRAFT

Attachment: DRAFT Sanitary Agreement_1310 Highland Road (RESOLUTION 3946 : Waiver Section 58-600(e) Sewer Connection - Neumann)

2. The Parties expressly agree that in the event the Developer is required to pursuant to Section 1.2 connect to the City of Mequon Sanitary Utility District, the cost to install the service lateral is the sole responsibility of the Developer or, if the Developer has sold the Development, to its successor in title.

    2.1 The City of Mequon shall provide notice to the title holder of the Development pursuant to Section 6 of this Agreement if a service connection is required for the development (the "Connection Notice"). Developer shall have six (6) months from the date of the Connection Notice to connect to the City of Mequon sanitary system.

    2.2 The Connection Notice may be extended by mutual written agreement of the Parties.

3. The Metropolitan Milwaukee Sewerage District ("MMSD") charges the City of Mequon Sewer Utility an annual capital charge based upon the assessed value for all of the property within the Sewer Service Area. The MMSD capital charges, along with capital charges for Mequon debt service, comprise the basis for the annual Mequon Sewer Tax district rate and charges. The Developer and any future owner of the parcel associated with Tax ID 150071600200 or derived from Tax ID 150071600200, and any subsequent parcels derived from Tax ID 150071600200 shall be required to pay the annual MMSD sanitary sewer capital charge and assume the cost for the annual Mequon Sewer Tax District charges attributable to sanitary sewer service, payable with the annual tax bill. The capital charge and sewer levy are not eligible for appeal, waiver, exception or permission for non-payment.

4. The Parties expressly agree that this document shall be binding upon any successors, assigns and heirs of the Parties.

    4.1 It is the intention of the Parties that this document be recorded with the Ozaukee County Register of Deeds and that the obligations set forth in this document run with the specific properties within the Development.

    4.2 With any land division, the property owner shall be required to record a copy of this document with the Ozaukee County Register of Deeds for all subsequent parcels created from Tax ID 150071600200.

5. This Agreement does not waive the requirement for the Development to be served by the Mequon Water Utility.

6. This Agreement shall remain in full force and effect unless terminated by mutual agreement of the Parties in writing.

7. Any notice sent in relation to this Agreement shall not be considered to be effective unless sent by Certified United States mail to the following addresses:

    7.1 To the City of Mequon:

    Director of Public Works/City Engineer
    City of Mequon
    11333 N. Cedarburg Road 60W
    Mequon, WI 53092-1930

    7.2 To Developer:

    _____

    _____

    _____

    _____

DRAFT

Attachment: DRAFT Sanitary Agreement_1310 Highland Road (RESOLUTION 3946 : Waiver Section 58-600(e) Sewer Connection - Neumann)

Either Party may change its address for notice by providing notice of said change to the other Party.

8. This Agreement shall be governed by and construed under the internal laws of the State of Wisconsin.

9. This Agreement represents the complete understanding between the Parties and any amendment to this Agreement must be agreed to in writing by the Parties.

CITY OF MEQUON

By: _____
Signature

Name: _____
Type or Print

Date: _____

DEVELOPER

By: _____
Signature

Name: _____
Type or Print

Date: _____

Approved by: _____
NAME, City Attorney

DRAFT

Attachment: DRAFT Sanitary Agreement_1310 Highland Road (RESOLUTION 3946 : Waiver Section 58-600(e) Sewer Connection - Neumann)

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: **April 12, 2022**
SUBJECT: **RESOLUTION 3947 A Resolution Authorizing the Award of Six (6) Contracts for Various Sanitary Sewer Projects (Generator Purchase, Pumping System Design, Inspections and Lateral Locating Services) in the Aggregate Amount of $339,683**

Background

The 2022 Sanitary Sewer Budget was adopted in October 2021 and includes a number of capital improvements. Much of the work is a continuation of prior years' improvements and upgrades to the sanitary sewer equipment and system as components age and deteriorate. The intent of this resolution is to request authorization to award contracts for the following projects:

1. *Replace Portable 100kW Back-Up Generator*
   The current Sewer Utility back-up generator was purchased in 1978, is over 44 years old, and has reached the end of its useful life. Maintenance and repairs have been routine and as a result of a cracked head on the engine block, it needs to be replaced. A replacement has been planned and budgeted, and staff acquired the quotes listed below for the Portable 100kW Back-Up Generator. Staff is recommending award to Interstate Power Systems as the low bidder. The existing generator will be sold through Wisconsin Surplus, and a copy of the proposal received from Interstate is attached as Exhibit A.

Interstate:	**$78,827**
KW Electric:	$80,947
Engine Services:	$85,307
Wolter Systems:	$109,750

2. *Design Back-up Pumping System*

Lift station E is located at 2010 W. Ranch Bay Road and a condition assessment was completed in 2021. That condition assessment determined that a new station is required. With Commission approval of potential relocation sites, staff held public information meetings in December and January to discuss relocating the lift station. However, no public land is available in the immediate vicinity. In addition, the condition assessment identified vulnerability with electric service connections, and the potential for pump failure. In the event both electrical feeds go out, then the station would be inoperable without a back-up power source. Therefore, staff requested proposals to design a back-up pumping system, as the existing station is served by redundant electrical feeds, until a new lift station can be built. Staff requested proposals from five qualified consultants and received the following. Staff is recommending award to S.E.H. Consultants as the low bidder, and a copy of the recommended contract proposal is attached as Exhibit B.

S.E.H. Consultants:	**$74,090**
Applied Technologies:	$77,600

3. *On-Call Construction Inspection Services*
   Bloom Consultants and raSmith submitted proposals for on-call sanitary and lateral inspection services. On-call inspection services include flow equalization in Cedarburg Road at Donges Bay Road and Sherwood Drive this spring, and during various construction activities throughout the year. Staff is recommending awards to both consultants be utilized as required on a time-and-materials basis, within a not-to-exceed amount, pending further authorization by the City. A summary of both proposals is attached as Exhibit C.

Bloom Consultants	**$13,792**
raSmith	$16,800

4. *Manhole Inspections*
   Staff requested proposals from five consultants that previously worked on manhole inspections for the City. Manhole inspections are required by the Capacity, Management, Operation and Maintenance Program administered through the WDNR. Kapur responded with the most competitive proposal at $34 per manhole. Staff recommends contract award to Kapur, who has successfully performed this work in the past. Kapur's proposal is attached as Exhibit D.

Kapur	**$26,750**
Clark Dietz	$27,545
Bloom	$29,119
raSmith	$30,693
Sigma	$31,480

5. *Sewer Lateral Work (Sonde Locating Laterals)*
   In October 2021, the lateral work in Riverdale Park Lift Station F and Riverland Drive Lift Station H areas was rejected because it exceeded available budget. Thereafter, staff established a funding agreement amendment to break the contract into four parts:

1) Sonde Locating Laterals
2) Rehabilitation and Grouting from Mains (*May*)
3) Clean-out Installations *(Summer)*
4) Rehabilitation and Grouting from Clean-outs *(Fall)*.

Staff requested quotes from qualified contractors including: Michels, Taplin and Northern Pipe, Inc. as these firms pre-registered with MMSD as qualified contractors for the PPI/I Program. Staff received one quote from Northern Pipe, Inc. in the amount of $108,273.41, where $33,575 is for allowances and *"If Authorized"* tasks to complete the work. Northern Pipe will also be in Mequon this summer to complete sewer main televising in Mequon Road. Future phases of lateral rehabilitation work are planned, with another award anticipated next month. Accordingly, staff recommends award of this contract to Northern Pipe, Inc., in the amount contained in the proposal attached as Exhibit E.

Northern Pipe, Inc.	**$108,274**

6. *Lateral Inspection Services*
Inspection is required for Item 5, Sonde Lateral Locating work. Staff is recommending Bloom as the low proposer at $21,150. Funds are available in the MMSD funding agreement to complete the three remaining contracts. The subject contract amount recommended for award is outlined in Exhibit F.

Bloom Consultants	**$16,150***
raSmith	$21,000

*In addition to the inspection services cost, staff is requesting $5,000 for administrative costs, totaling $21,150. Bloom is lower than raSmith with administrative costs.

Analysis

The items listed are all critical to keep the operation of the sanitary sewer system. Staff has requested written quotes from multiple contractors for the various equipment and upgrades. The quotes are detailed in the attachments.

Fiscal Impact

The fiscal year 2022 budget includes adequate funding for these projects, a balance transfer is not necessary at this time. However, an amendment to the funding agreement with MMSD may be required to complete future phases of lateral rehabilitation work on private property. Detailed pricing results in a total of $339,683. A copy of the Sewer Utility's Capital Projects List for 2022 is also attached for reference.

Recommendation

Staff recommends that the Sanitary Utility District Commission favorably endorse, and the Common Council approve the resolution for the capital improvement projects.

Attachments:
Exhibit A - Interstate (#3381-22) (PDF)
Exhibit B - SEH Design to Install Back-up Pump (#3616-22-E) (PDF)
Exhibit C - On-Call Inspection (PDF)
Exhibit D - Kapur SMH Inspections (#3501-22) (PDF)
Exhibit E - Northern Pipe Sonde Locating Quote (PDF)
Exhibit F - Bloom Sewer Lateral Inspection (PDF)
Exhibit G - 2022 Sewer Capital Budget (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3947

A Resolution Authorizing the Award of Six (6) Contracts for Various Sanitary Sewer Projects (Generator Purchase, Pumping System Design, Inspections and Lateral Locating Services) in the Aggregate Amount of $339,683

RECITALS

A. A number of capital improvements were identified as part of the FY2022 Sanitary Sewer budget adopted by the Common Council on October 28, 2021.

B. These projects are critical to the operation of the City's sanitary sewer system operations.

C. City staff recommends that the capital project totaling $339,683 be awarded to the following consultants and contractors:

1. 100kW Back-Up Generator to Interstate Power Systems in the amount of $78,827 payable from account 610669-740005.

2. Design Back-Up Pumping System to S.E.H. Consultants in the amount of $74,090 payable from account 610669-740002.

3. On-Call Inspection Services to Bloom Consultants in the amount of $13,792, and On-Call Inspection Services to raSmith in the amount of $16,800 payable from account 610669-740001.

4. Sanitary Manhole Inspection Services to Kapur & Associates, Inc. in the amount of $26,750 payable from account 610669-740001.

5. Sanitary Building Sewer Lateral Sonde Locating to Northern Pipe, Inc in the amount of $108,274 payable from account 610669-740006.

6. Inspection Services for Sonde Locating to Bloom Consultants in the amount of $21,150 payable from account 610669-740006.

D. The FY2022 budget includes in the Sewer Utility capital improvement for these projects.

E. The Sewer Utility District Commission at its meeting on April 12, 2022, endorsed staff's recommendations.

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

1. Staff complete the 2022 sanitary sewer capital projects identified above.

2. The Mayor and the City Clerk are authorized and directed to execute and deliver any and all agreements for the contractors above subject to review and modifications as necessary by the City Attorney.

_____

Approved by: John Wirth, Mayor

Date Approved: April 12, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 12, 2022.

_____

Caroline Fochs, City Clerk

INTERSTATE PowerSystems

A Rolls-Royce solution

March 18, 2022

Project Name: City of Mequon – Portable trailer

Specification:

Compliance with any other written specification section(s) or drawing(s) is specifically excluded including those incorporated by reference.

Quotation:

The following MTU quotation is presented by the Interstate Power Systems located in Carol Stream, Illinois. Interstate Power Systems has been a distributor for power systems since 1958 that includes equipment sales, parts and a dedicated team of factory trained power system technicians.

We are pleased to quote the following new generator set and associated equipment:

- (1) 100kW Diesel Fuel generator set emergency standby rated / prime rated –
- Delivery to jobsite

Pricing will be found on the following pages as well as a detailed list of equipment and services to be included in this quote. Should you have any questions please feel free to contact me. I would also like to meet with you at your convenience to go over this quotation. The unit is “Made in America”.

Robert Alfini
Sales Engineer
Interstate Power Systems
708-642-5071

Attachment: Exhibit A - Interstate (#3381-22) (RESOLUTION 3947 : 2022 Sanitary Sewer Projects and Improvements)

INTERSTATE PowerSystems

mtu A Rolls-Royce solution

QUOTATION

Line	Product number	Description	Qty
20	8972823227	QAS125 100kw / JD T4F EB	1
40	0000049664	External Fuel Connection	1
50	0000049668	Cold Weather Oil (0W40)	1
70	1310300485	SERVICE PAK 500H	1
		Trailer and Stabilizer Jack	
		Battery Charger, Block Heater, External Fuel Tank Connection, Battery Cut Off Switch, DOT Trailer w Electric Brakes, 110% containment, Voltage Selector Switch	

START-UP &: COMMISSIONING

- Initial Fill of Lube Oil & Antifreeze
- Commissioning Support
- Demonstration and Training

FREIGHT: Freight included – offloading not included – to one location only

Attachment: Exhibit A - Interstate (#3381-22) (RESOLUTION 3947 : 2022 Sanitary Sewer Projects and Improvements)

INTERSTATE PowerSystems

mtu A Rolls-Royce solution

PRICE FOR QAS125 AS DESCRIBED ABOVE …$72,443.00

Single ARKTITE PLUG - CAT# AP20458 S22 M80 supplied and wired to customer supplied cable…$3,989.00

Price for 50ft of 4O 4 conductor cable…$2,395.00

40-42 WEEK LEAD TIME

NOTE: Sales tax, if required, is not included.

Clarifications and Exceptions

1. Units are shipped wet to include lube oil and a 50/50 water and anti-freeze mix.
2. One way freight to job site or riggers yard included. Additional freight and/or storage will be billed accordingly.
3. Seller is not quoting unit installation and all extended piping and wiring beyond the genset system provided by others.
4. Fuel and fuel permits by others, fuel can be added at the time of startup at the current market rate.
5. Offloading of all equipment by others, offloading can be requested for additional cost at time of release.
6. Startup and testing performed after verified installation and termination of all main line conduits, control wiring and any communications interface the customer has requested. Please fill out startup request for found in the O&M shipped with the unit. Startup and testing will be performed per the bid documents or as per requested by the customer.
7. Unit training will be performed the same day as startup if feasible. If not it can be rescheduled at the owners discretion. Three days' notice required for request. Video tape sessions can be performed upon request at a slight charge.
8. Onsite testing and resistive load banking as per technical specifications, NETA testing, infrared testing, by others.
9. Sales tax and other fees or permits not included.
10. Quote is valid for 30 days unless confirmed otherwise.
11. Subject to the Term & Conditions provided herein or available at: http://www.istate.com/about/terms-and-conditions

Attachment: Exhibit A - Interstate (#3381-22) (RESOLUTION 3947 : 2022 Sanitary Sewer Projects and Improvements)

INTERSTATE PowerSystems

mtu A Rolls-Royce solution

Attachment: Exhibit A - Interstate (#3381-22) (RESOLUTION 3947 : 2022 Sanitary Sewer Projects and Improvements)

TERMS AND CONDITIONS

GENERAL: Stenographical and clerical errors are subject to correction. Orders resulting from quotations become contracts only upon issuance of our formal acknowledgment. These terms and conditions and our invoice terms and conditions attached hereto are a complete statement of the agreement between us and you. In no event shall we be bound to any other agreement, term, or condition that is contained in an outside agreement between you and any other party unless expressly consented to by us in writing.

LIABILITY: Orders are accepted by us under the condition that we are not to be liable for losses or delays caused by strikes, accidents, fires or any other cause beyond our control. Damage resulting from improper storage or handling prior to placing products in service will not be considered our liability. We will not assume any responsibility, expense or liability for repairs made without our written consent. WE SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY THE PRODUCTS DELIVERED OR TO BE DELIVERED TO YOU, OR BY YOU OR ANY THIRD PARTY'S USE OF SUCH PRODUCTS. IN NO EVENT SHALL WE BE RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR LIQUIDATED DAMAGES ASSOCIATED WITH THIS AGREEMENT.

RETURNED MATERIAL: No material may be returned without first obtaining written approval, and no claim will be allowed nor credit given for material returned without such written approval. It is your duty to inspect goods within ten days after receipt.

SHIPMENT: Our responsibility ceases with the delivery of merchandise in good order to transportation companies. Claims for shortage or damage in transit must be made by the customer against the carrier. In the absence of definite shipping instructions, we reserve the right to ship all material, upon completion, by any public carrier which in our opinion is satisfactory.

PRICING; PAYMENT FOR GOODS AND SERVICES: Prices, quotations, specifications and other terms and all statements appearing in the Seller's sales literature and otherwise made by the Seller are subject to change without notice, including as a result of changes in market conditions, increases in raw materials, component, labor or overhead costs or because of labor disruptions or fluctuations in production volumes. Without limiting the generality of the foregoing, all prices are subject to and shall be increased by sales tax where applicable. 100% of invoice due within 30 days of delivery of equipment.

TAXES: State and local sales and use taxes and excise taxes, where applicable, are in addition to quoted prices and will be billed unless the purchaser promptly certifies that the goods are for resale or are otherwise exempt.

WARRANTY: WE WARRANTY ONLY THAT THE PRODUCTS CONFORM TO THE SPECIFICATIONS SET FORTH ON THE FACE HEREOF OR AS THE MANUFACTURER MAY PROVIDE. ALL WARRANTIES ON PRODUCTS, PARTS AND/OR MATERIALS PROVIDED BY US SHALL BE ONLY THE WARRANTY PROVIDED BY THE APPLICABLE MANUFACTURER OF SUCH PRODUCTS, PARTS OR MATERIALS AND SUCH WARRANTIES MAY BE AND HEREBY ARE PASSED THROUGH FROM US TO YOU. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, EXCEPT AS SET FORTH IN THE PRECEDING SENTENCE OR ON THE FACE HEREOF. IF SERVICES WILL BE PROVIDED BY US PURSUANT TO THIS AGREEMENT, THOSE SERVICES WILL BE SUBJECT TO INTERSTATE'S SERVICE WARRANTY.

Signature below signifies approval and authorization to proceed with the purchase of equipment outlined in this proposal and acknowledges Interstate PowerSystems' terms and conditions above, including the Code of Conduct, Service Warranty, and General Terms & Conditions, which are expressly incorporated herein by reference, and are available at http://www.istate.com/about/terms-and-conditions or in hard copy upon request.

Print Name:_____

Title:_____

INTERSTATE PowerSystems

A Rolls-Royce solution

Signature:_____

Date:_____

Attachment: Exhibit A - Interstate (#3381-22) (RESOLUTION 3947 : 2022 Sanitary Sewer Projects and Improvements)

Exhibit B

March 17, 2022

City of Mequon Engineering Department
kdriscoll@ci.mequon.wi.us

Building a Better World for All of Us®

RE: Consultant Services to Prepare Bid Documents to Install Back-up Pump | #3616-22-E

Dear Kevin:

The City of Mequon's Lift Station E (LS E) will require future replacement in order to continue accommodating the City's wastewater conveyance needs. However, floodplain impacts and system modeling must be assessed and completed to properly size and locate the new facility. It's wise to hold off on design until further investigation has been completed. In the interim, installing a backup pump will provide Lift Station E with the ability to continue pumping during a regional power failure, while also providing redundancy to reduce or eliminate overflows until you can construct a more permanent solution. The Short Elliott Hendrickson Inc. (SEH®) team's work on previous lift station condition assessments and our overall knowledge of your wastewater system will afford you a cost-effective, time-sensitive project installation. Here's how:

Proactive Supply Chain Solutions. Time is of the essence. According to our contacts at Godwin, the DPC300 model pumps currently require a 32-month lead time. With a design-bid-build approach, that months-long period begins after contractor selection. Since the specific model is already determined, we suggest considering owner procurement and can assist with the process so that the equipment is ready and waiting to be installed upon contractor selection. Or, if a design-bid-build approach is preferred, we will maintain communications with suppliers and focus on timeliness and efficiency throughout our design process.

Technical Considerations, Relevant Expertise. Located in the floodplain, any work on the existing LS E site must consider flood elevation. Placement of the backup pump above the flood line is relatively straightforward, but will require consideration of a transition element for the pipe into the manhole. This could involve covering or hardening the pipe, or placing a riser on the manhole. The proposed SEH team will help you identify the most cost-effective solutions, founded in our collective experience on numerous similar lift stations in floodplains as well as backup generator, piping and pump design projects. We'll be able to quickly develop plans and specifications that consider strategies tailored to LS E.

Familiarity with Your Collection System. Few can match Project Manager Al Bush's knowledge of Mequon's collection system, gained through multiple lift station and collection system assessments. This history of collaboration with your staff and familiarity with your system precludes a smooth, informed process with the responsiveness and flexibility you've come to rely on with SEH. We understand where bottlenecks occur and what is in store for future capital improvements, and we can design a back-up pump with the big-picture perspective in mind.

We look forward to continuing our working relationship with the City of Mequon and delivering a cost-effective model, recommendations and accurate cost estimates. We also acknowledge receipt of Addendum No. 1, dated March 15, 2022. If you have any questions, please contact Al Bush at 920.287.0828 or abush@sehinc.com.

Respectfully Submitted,

AL BUSH, PE, BCEE
PROJECT MANAGER

Attachment: Exhibit B - SEH Design to Install Back-up Pump (#3616-22-E) (RESOLUTION 3947 : 2022 Sanitary Sewer Projects and

Project Understanding and Approach

Mequon's Lift Station E (LS E), originally constructed in 1965, is the largest lift station in Mequon's sanitary sewer collection system. LS E currently has two separate utility power sources for redundancy. However, in the event of a regional power failure event affecting both sources, LS E would be vulnerable and system overflows, basement backups and bypassing could result.

To address this issue (identified as a critical point of failure in a recent conditions assessment), the City of Mequon intends to install a portable emergency pump at LS E. The portable pump would be natural gas-powered, and would therefore be unaffected by a regional power failure. The preliminary sizing of the emergency pump is approximately 3,000 gpm, or equal to one of the three existing 125 HP electric motor driven pumps at the station

This vulnerability was identified in the **January 2021 condition assessment for LS E.** In addition, LS E was found to have insufficient firm pumping capacity for peak flow conditions, and a new replacement LS E is recommended to be constructed in the near future. The condition assessment recommended that new LS E be constructed with a future firm pumping capacity of 9,000 gpm. The proposed emergency pump is intended to be a temporary measure, to protect against power failure conditions until new LS E can be constructed.

ONGOING HYDRAULIC MODELING

Hydraulic modeling of the collection system north of LS E was subsequently performed by SEH, after the condition assessment was completed. During an extreme wet weather event on August 8, 2021, peak flows in excess of the condition assessment findings were observed, on the order of 10,000 to 12,000 gpm including overflows and bypass pumping. The City initiated a comprehensive hydraulic study of the overall LS E collection system to determine current and future peak flow conditions and potential impacts on new LS E design. This hydraulic study is ongoing.

SITE CONSIDERATIONS AND POTENTIAL FLOODING

As a part of the emergency pump design, we will perform an evaluation of the existing LS E site. The available space within the existing LS E site is constrained on three sides by flood protection berms, and buried sanitary sewers enter the site from three different directions. Lands north of LS E include backwater areas that are tributary to the Milwaukee River. Since the existing flood protection berms are not continuous, the LS E site is subject to periodic flooding. The access driveway and ground floor of LS E are approximately 2 ft. below the 100-year flood elevation.

It would be necessary for the emergency pump to be installed above flood elevation. It is also recommended that the emergency pump suction pipe access manhole (MH#119-034) lid also be raised above the flood elevation to prevent additional clear water inflow during flooding conditions. There is not enough space within the existing structure for a new emergency pump discharge connection to be made, so the connection will need to be made to one of the buried force mains in the yard.

Fortunately, the City recently determined that LS E will operate successfully with all of the pump discharge header isolation valves open (pumping capacity actually increased as a result), so the new emergency pump connection can be made to either buried force main. The City also anticipates that some form of SCADA interfacing and automated control of the emergency pump be provided, to maximize the level of protection provided.

Attachment: Exhibit B - SEH Design to Install Back-up Pump (#3616-22-E) (RESOLUTION 3947 : 2022 Sanitary Sewer Projects and

The City would like a comparison of emergency pumping versus emergency generator to be provided. The following table presents just a few possible advantages and disadvantages of each option:

EMERGENCY PUMP	EMERGENCY GENERATOR
ADVANTAGES	
Provides additional pumping capacity compared to existing	Can be sized to provide standby power to all 4 existing pumps
Provides some collection system protection from flooding without structural modifications to the building	Does not require piping modifications
Larger unit could be provided for additional pumping capacity	
Does not require modification of existing electrical switchgear	
DISADVANTAGES	
Current size selected does not provide as much pumping capacity as existing	Does not provide any additional pumping capacity
Requires piping modifications	Does not protect collection system from station flooding without structural modifications to the building
	Requires modification of existing electrical switchgear

The emergency pump selected by the City could require a long lead time for fabrication and delivery, up to 32 weeks according to the equipment supplier. In order to expedite the project, the City could consider direct procurement of the emergency pump from the supplier. This approach would get the ball rolling immediately on obtaining the pump, while the installation design proceeds on a parallel track.

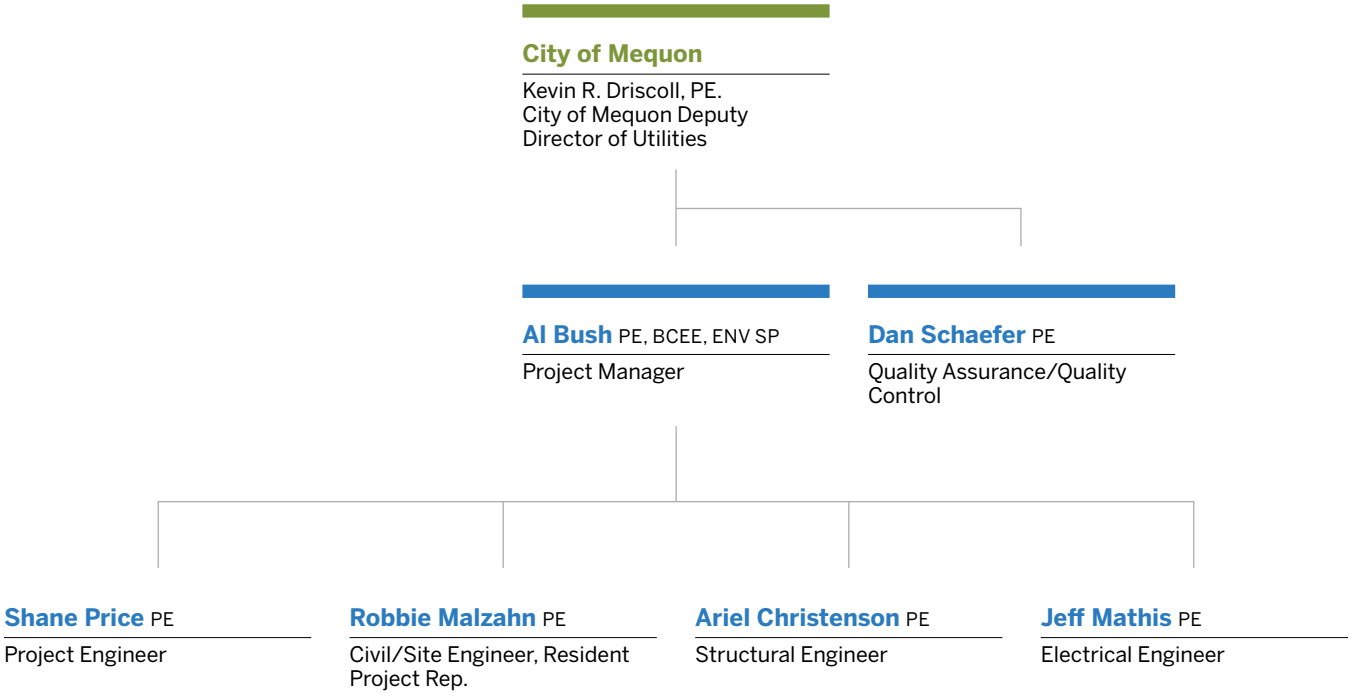
PERMITTING

In terms of permitting, a plan review by WDNR will be likely for this project. The existing structure's location with respect to the flood plain makes it unlikely that flood plain permitting or a Section 404 permit will be needed.

Attachment: Exhibit B - SEH Design to Install Back-up Pump (#3616-22-E) (RESOLUTION 3947 : 2022 Sanitary Sewer Projects and

Project Team

Our process utilizes in-house operations specialists and engineers that have found innovative solutions to these challenges before, coupled with experienced field staff to work alongside the City in achieving practical solutions in real-life scenarios. All of this is done with attention to your budget and reducing capital expenditures and operating costs in the long run. Our pool of resources ensures full availability at every stage.



The specific licenses and credentials of the team members are described in the personnel and/or resume section of this document.

Attachment: Exhibit B - SEH Design to Install Back-up Pump (#3616-22-E) (RESOLUTION 3947 : 2022 Sanitary Sewer Projects and

Cost

Because we understand this project type, you can rest assured that what we propose is what the project will cost. Our team will provide quality services that will meet your budget requirements and we are committed to helping you achieve an optimum balance between project cost, scope and schedule that results in the best value for the City.

TASK	TASK DESCRIPTION	HOURS	FEES
Task 1a	Alternatives Analysis to Compare Back-up Pumping System with Back-up Generator	8	$1,310
Task 1b	Design Memo with Preliminary Plans	46	$6,910
Task 2	Final Plans	38	$5,600
Task 3	Specifications	22	$3,780
Task 4	Bid Documents	15	$2,670
Task 5	Bidding Assistance	18	$2,710
Task 6	Meetings	19	$3,230
Task 7	Permitting	33	$4,070
	BASE ITEMS TOTAL	**199**	**$30,280**

IF AUTHORIZED TASKS			
TASK	TASK DESCRIPTION	HOURS	FEES
Task 8	Construction Management	160	$22,500
Task 9	Inspection (20 working days)	160	$19,020
Task 10	Record Drawings	6	$800
Task 11	Standard Operating Procedures	10	$1,490
	IF AUTHORIZED ITEMS TOTAL	**336**	**$43,810**
	TOTAL (ITEMS 1-11)	**535**	**$74,090**

Attachment: Exhibit B - SEH Design to Install Back-up Pump (#3616-22-E) (RESOLUTION 3947 : 2022 Sanitary Sewer Projects and

Agreement for Professional Services

This Agreement is effective as of March 24, 2022, between City of Mequon (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **Prepare Bid Documents to Install Back-up Pump at Lift Station E.**

Client's Authorized Representative: Kevin R. Driscoll, PE
Address: 11333 N. Cedarburg Road
Mequon, WI 53092
Telephone: 262.236.2937 **email:** kdriscoll@ci.mequon.wi.us

Project Manager: Alan Bush, PE
Address: 809 North 8th Street, Suite 205
Sheboygan, WI 53081
Telephone: 920.287.0828 **email:** abush@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.14.16), and in accordance with our proposal dated March 17, 2022 (Exhibit B), which are incorporated by reference herein and subject to Exhibits attached to this Agreement.

1) Base Scope of Work Tasks:
   A) Prepare Alternatives Analysis to Compare Back-up Pumping System with Back-up Generator.
   B) Prepare Design Memo with Preliminary Plans.
   C) Prepare Final Plans.
   D) Prepare Project Specifications.
   E) Prepare Bidding Documents.
   F) Attend and Conduct Design Meetings.
   G) Provide Permitting Assistance.

2) Optional Tasks, if Authorized:
   A) Provide Construction Management.
   B) Provide Construction Inspection.
   C) Prepare Record Drawings.
   D) Develop Standard Operating Procedures.

Attachment: Exhibit B - SEH Design to Install Back-up Pump (#3616-22-E) (RESOLUTION 3947 : 2022 Sanitary Sewer Projects and

Schedule:

Project Kick-off Conference:	April 13, 2022
Alternatives Analysis and Design Memo:	April 29, 2022
Preliminary Plans and Draft Bid documents:	May 20, 2022
Final Bid Documents:	June 30, 2022
Advertise for Bids:	July 7, 2022
Pre-Bid Meeting:	July 14, 2022
Bid Opening:	July 21, 2022
Contract Award:	August 8, 2022

Payment: The fee is hourly estimated and subject to a not-to-exceed total amount of $74,090.00 including expenses and equipment.

1) Base Scope of Work Tasks: $30,280.00
2) Optional Tasks, if Authorized: $43,810.00

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:

1. Strike the last sentence in Section I, Part C, 1 and replace with "Upon notification, the Parties shall negotiate in good faith an amendment to this Agreement to address additional time or compensation before commencing such work."
2. Modify the fourth sentence in Section III, Part A, 1 to read "Consultant reserves the right to retain Instruments of Service until all Invoices are paid in full, except those invoices that Client has properly disputed in good faith."
3. Modify the fifth sentence in Section III, Part A, 1 to read "Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full, except those invoices that Client has properly disputed in good faith."

Short Elliott Hendrickson Inc.	**City of Mequon**
By: _____	By: _____
Bruce K. Olson, PE	
Title: Principal	Title: _____

Attachment: Exhibit B - SEH Design to Install Back-up Pump (#3616-22-E) (RESOLUTION 3947 : 2022 Sanitary Sewer Projects and

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

Attachment: Exhibit B - SEH Design to Install Back-up Pump (#3616-22-E) (RESOLUTION 3947 : 2022 Sanitary Sewer Projects and

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars ($500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars ($5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

Attachment: Exhibit B - SEH Design to Install Back-up Pump (#3616-22-E) (RESOLUTION 3947 : 2022 Sanitary Sewer Projects and

Exhibit A-1
to Agreement for Professional Services
Between City of Mequon (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated March 23, 2022

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

Attachment: Exhibit B - SEH Design to Install Back-up Pump (#3616-22-E) (RESOLUTION 3947 : 2022 Sanitary Sewer Projects and

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

c:\data\work\166364.mequon ls e emergency pump\bush\word\20220323 exhibit a1.docx

Attachment: Exhibit B - SEH Design to Install Back-up Pump (#3616-22-E) (RESOLUTION 3947 : 2022 Sanitary Sewer Projects and

Exhibit C - On-Call Inspection

Bloom Consultants

Task	Task Description - Sewer Lateral Work	Hours	Fee
11	Inspect Various Sewer Main and Building Sewer Lateral Work in the Right of Way (on call service Inspection for Site Development)	80	$6,896
12	Inspect Various Sewer Main, Manhole and Building Sewer Lateral Work in the Right of Way (on call service Inspection for I-43 and STH 57 Utility Coordination)	80	$6,896
	Sub-Total (Tasks 11-12) Various On Call Inspections		**$13,792**

raSmith

Task Description – Sewer Lateral Work	Fee
11 — Inspect Various Sewer Main and Building Sewer Lateral Work in the Right of Way (on call service Inspection for Site Development) (80 hours) ***Pape/Jankowski (80 hours @ $105/hour)***	$8,400.00
12 — Inspect Various Sewer Main, Manhole and Building Sewer Lateral Work in the Right of Way (on call service inspection for I-43 and STH 57 Utility Coordina- tion) (80 hours) ***Pape/Jankowski (80 hours @ $105/hour)***	$8,400.00
Sub-Total (Tasks 11-12) Various On Call Inspections	**$16,800.00**

Attachment: Exhibit C - On-Call Inspection (RESOLUTION 3947 : 2022 Sanitary Sewer Projects and Improvements)

Exhibit D

7711 N. Port Washington Road
Milwaukee, WI 53217
(414) 751-7200
kapurinc.com

March 23, 2022

Mr. Kevin Driscoll, PE
Deputy Director of Utilities
City of Mequon
11333 N. Cedarburg Road 60W
Mequon, WI 53092
kdriscoll@ci.mequon.wi.us

RE: Proposed Contract for Professional Engineering Services
2021 Sanitary Manhole Inspections (#3501-22)

Dear Kevin,

Kapur is pleased to submit this proposed contract to provide professional engineering services for the referenced project. The following contract includes manhole inspections and a report of findings and repair recommendations.

SCOPE OF SERVICES

The provided scope of services shall remain as previously submitted. The timeline for report submittal shall be revised as suggested below. See attached original proposal letter dated October 28,2021.

SCHEDULE

Kapur will begin work upon authorization. Due to the change in the original project schedule, and prior construction inspection commitments, Kapur will complete all manhole inspections and submit the report to City of Mequon by no later than September 21, 2022.

FEES AND BILLINGS

The costs are time & material and as provided in the attached cost tabulation provided to the City with the original proposal letter.

ACCEPTANCE

If this proposal is acceptable, please sign and date this original copy on Standard General Contract Terms and return it to our office.

Thank you for the opportunity to submit this proposed contract. We look forward to working with you on this project. Should you have any questions, or require further information, please call us at (414) 751-7200.

Attachment: Exhibit D - Kapur SMH Inspections (#3501-22) (RESOLUTION 3947 : 2022 Sanitary Sewer Projects and Improvements)

STANDARD GENERAL CONTRACT TERMS
FOR PROFESSIONAL ENGINEER/SURVEY SERVICES

Article 1 Scope of Services
ENGINEER shall provide CLIENT with services in connection with the Project as described in Scope of Services. ENGINEER shall use the standard of care typically exercised in conducting professional practices outlined in the Scope of Services. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with the ENGINEER's service.

Unless otherwise specifically included in the proposal, ENGINEER's scope of services does not include geotechnical or environmental audits for the identification of hazardous wastes, wetlands, floodplains or any other structural or environmental qualities of the land, air or water.

Article 2 Schedule of Services
ENGINEER shall start and complete work as set forth in the Scope of Services. ENGINEER shall conduct the work in an expeditious manner subject to limitations such as weather, information acquisition, communications and other factors outside of ENGINEER's control. Both parties recognize that the schedule of services is subject to factors that may be unknown at the time of this Agreement.

Article 3 CLIENT's Responsibility
CLIENT shall do the following in a timely manner so as not to delay the service of ENGINEER:

3.1 Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints.

3.2 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project; all of which the ENGINEER may use and rely upon in performing the services under this Agreement. Verification of the accuracy and completeness of any information provided by the CLIENT is beyond the scope of this agreement.

Article 4 Payment Terms
CLIENT agrees to pay all fees within 45 days of the date of the invoice. Balances due over 45 days will be assessed an interest rate of 1.5 % per month. CLIENT agrees to pay for any costs of collection including, but not limited to lien costs, court costs or attorneys' fees involved in or arising out of collecting any unpaid or past due balances.

CLIENT understands and agrees to pay for all services rendered regardless of CLIENT's ability or inability to proceed with the project for any reason, gain governmental approvals or permits or secure financing for the project.

Article 5 Term and Termination
ENGINEER's obligation to render services under this Agreement will extend for a period that may reasonably be required for the services to be provided, including extra work and required extensions. If CLIENT fails to give prompt authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed or suspended by CLIENT for more than three months for reasons beyond ENGINEER's control, ENGINEER may, after giving seven days' written notice to CLIENT, suspend or terminate services under this Agreement.

If payment is not received within 45 days of the date of invoice, ENGINEER reserves the right, after giving seven days' written notice to CLIENT, to suspend services to the CLIENT or to terminate this Agreement. ENGINEER shall not be liable to CLIENT or any third parties for any damages caused by the suspension or termination of work for non-payment. CLIENT may terminate this Agreement for any reason or without cause upon 30 days' written notice to ENGINEER. If any work covered by this Agreement is suspended, terminated or abandoned for any reason other than ENGINEER'S breach of the Agreement, the CLIENT shall compensate the ENGINEER for services rendered to the date of written notification of such suspension, termination or abandonment.

Article 6 Indemnity
CLIENT and ENGINEER each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extend such claims, losses, damages or expenses are caused by the indemnifying party's negligent or intentional acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of CLIENT and ENGINEER, they shall be borne by each party in proportion to its negligence. Nothing contained within this Agreement is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

Article 7 Ownership and Copyright of Documents
All documents prepared or furnished by ENGINEER pursuant to this Agreement are instruments of ENGINEER's professional service, and ENGINEER shall retain an ownership and property interest therein, including all copyrights. ENGINEER grants CLIENT a license to use instruments of ENGINEER's professional service for the purpose of purchasing or identifying property or constructing the project. Reuse or modification of any such documents by CLIENT, without ENGINEER's written permission, shall be at CLIENT's sole risk, and CLIENT agrees to indemnify and hold ENGINEER harmless from all claims, damages and expenses, including attorneys' fees, arising out of such use by CLIENT or by others acting through the CLIENT.

Article 8 Electronic Media
Copies of documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by ENGINEER. Files in electronic formats, or other types of information furnished by ENGINEER to CLIENT such as text, data or graphics, are only for the convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, ENGINEER makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software applications packages, operating systems or computer hardware differing from those in use by ENGINEER at the beginning of this project.

ENGINEER
Kapur & Associates, Inc.

By: _____
Print: Aaron Groh
Title: Associate/Milwaukee Municipal Manager
Date: 3/23/2022

The above and foregoing proposal is hereby accepted and ENGINEER is authorized to proceed with the work.

CLIENT
City of Mequon

By: _____
Print: _____
Title: _____
Date: _____

Attachment: Exhibit D - Kapur SMH Inspections (#3501-22) (RESOLUTION 3947 : 2022 Sanitary Sewer Projects and Improvements)

7711 N. Port Washington Road
Milwaukee, WI 53217
T: 414.751.7200 • F: 414.351.4117

October 28, 2021

Mr. Kevin Driscoll, PE
Deputy Director of Utilities
City of Mequon
11333 N. Cedarburg Rd. 60W
Mequon, WI 53092

RE: Proposal for Sanitary Manhole Inspections (#3501-22)

Dear Kevin,

Kapur is pleased to submit this proposal to the City of Mequon to provide professional engineering services for manhole inspections and a report of findings and repair recommendations. Our goal is simple: to deliver cost-effective and sound engineering.

Kapur is a multi-discipline consulting engineering firm with a corporate office on the northeast side of Milwaukee and branch offices in Burlington, Appleton, Wausau and Chicago. Established in 1981, Kapur presently employs over 350 professionals providing services to public and private clients. Below is a list of the services provided by our firm:

- Municipal
- Transportation
- Structural
- Site Development
- Environmental
- Land Survey / Platting
- Utilities
- Wastewater
- Electrical
- GIS
- Conveyance
- Landscape Architecture
- Construction Management
- Construction Inspection

PROJECT TEAM

Aaron Groh, PE - Associate/Milwaukee Municipal Manager: Aaron is responsible for leading the team. He has managed, designed and prepared numerous similar type projects for various municipalities over the past 22 years. As Kapur's Municipal Manager, he is experienced in working with multiple stakeholders, coordinating with regulatory agencies, and maintaining tight schedules and budgets.

Matt Laufer, PE - Project Engineer: Matt is a project engineer with 24 years of experience designing, preparing and managing similar types of projects for various municipalities. Matt has successfully investigated, designed, organized and implemented private property infiltration/inflow reduction programs for several municipalities. Matt will perform QaQc for this project. Matt is NASSCO certified and will coordinate with staff engineers for the sanitary manhole inspections, findings and recommendations.

Robert Maas, Staff Engineer: Robert is a staff engineer with three years of construction management experience. This past year, Robert has worked with contractors performing CIPP lining, sanitary lateral and water service replacement and repairs, and performed manhole surface inspections. Robert is NASSCO certified will perform manhole inspections, prepare the report and enter data into the City's GIS.

Lucas Schalch, Engineering Technician: Lucas is an engineering technician with one year of construction inspection experience. Lucas has inspected storm and sanitary manholes as a part of his projects in Greenfield and Fox Point. Lucas will perform manhole inspections and assist Robbie with data gathering.

Attachment: Exhibit D - Kapur SMH Inspections (#3501-22) (RESOLUTION 3947 : 2022 Sanitary Sewer Projects and Improvements)

RELEVANT RECENT PROJECTS

2020 Sanitary Manhole Inspections (#3501-20), City of Mequon, WI: Kapur performed the inspection of 323 manholes. Inspections included evaluating current condition of manholes, providing photographs of manhole conditions, and providing rehabilitation recommendations.

Contact: Kevin Driscoll, Deputy Director of Utilities, City of Mequon, (262) 236-2937

2007-2021 Greenfield Streets, City of Greenfield, WI: Kapur has been providing engineering services to repair streets throughout the City of Greenfield. As part of the evaluation, manhole inspections were performed before and after each project to identify manholes in need of repair or replacement.

Contact: Bryan Haas, Project Engineer, City of Greenfield, 414-329-5324

CCTV and MH Evaluation and Bidding Documents, Village of Kohler: Kapur performed an evaluation and recommendation of 20,000 LF of sanitary sewers and associated 135 sanitary manholes and developed a bidding documents for the recommended rehabilitation.

Contact: Brett Edgerle, Public Works Superintendent, Village of Kohler, 920-459-3881

2010-2021 Sanitary Sewer Main I&I Investigation/SSES - Private Property Infiltration/Inflow Reduction: Kapur has provided engineering support services to investigate over 100,000 L.F. of sanitary sewer main, approximately 50,000 L.F. of sanitary sewer laterals, and over 250 sanitary manholes in various basins within the villages of Fox Point and Bayside. Work was performed in strict compliance with the pipeline and manhole assessment and certification program established by NASSCO. Data was gathered and assembled in a final report with recommendations for rehabilitation.

Contact: Scott Brandmeier, DPW/Village Engineer, Village of Fox Point, 414-351-8900

2002-2021 Sanitary Sewer Rehabilitation Program, Village of Fox Point WI: Rehabilitation of over 15 miles of deteriorated sanitary sewer collection system with construction costs of over $2.5 million. Projects included design and specifications for various methods of sanitary sewer rehabilitation. Rehabilitation of sanitary sewer system consisted of approximately 30,000 feet of cured in place pipe relining, 25,000 locations of sewer joint testing and sealing, 250 sanitary manholes (lining, grouting, tuck-pointing, replacement of structural parts), and numerous spot repairs of risers and lateral replacements.

Contact: Scott Brandmeier, DPW/Village Engineer, Village of Fox Point, 414-351-8900

PROJECT SCOPE

Work will adhere to the Scope of Services and Schedule in the RFP. Additional information provided below.

Upon Notice to Proceed and reviewing the existing data, the Kapur team will inform City Staff of the scheduled areas of inspection and perform sanitary manhole inspections. The Kapur team will evaluate the existing conditions, identify state of disrepair, and provide recommendations.

Kapur will provide an electronic compilation of the gathered data to easily identify structures in greatest need of repair. This is an important piece of information for the City to utilize for future capital improvement planning and budgeting.

The Manhole Inspection Report forms will be provided in electronic format (.xls) to the City.

Attachment: Exhibit D - Kapur SMH Inspections (#3501-22) (RESOLUTION 3947 : 2022 Sanitary Sewer Projects and Improvements)

Where necessary, Kapur will perform manhole inspections mornings prior to the morning rush. This will ensure performing inspections under heavy traffic. Advanced warning signs and cones will be used to perform inspections under daytime low traffic conditions.

COST

The costs are time & material and as provided in the attached cost tabulation. Rates are included as requested. If any manholes in the designated areas are not easily found or inaccessible, additional time will be added to compensate for lost time. Assistance may be requested to the City staff to open bolted lids or covers that we are unable to open.

Our commitment to each of our clients is to improve the standard of living and quality of life in their community. We meet this commitment by understanding your community, surpassing the expectations of the residents and City staff, and delivering exactly what you need. No more, no less.

Our team of professionals is immediately available and ready to assist the City of Mequon. We appreciate the opportunity to submit this proposal and look forward to your review and feedback. Please contact me at 414.751.7213 or agroh@kapurinc.com with any questions regarding our proposal.

Sincerely,

Aaron Groh, P.E.
Associate / Milwaukee Municipal Manager

Attachment: Exhibit D - Kapur SMH Inspections (#3501-22) (RESOLUTION 3947 : 2022 Sanitary Sewer Projects and Improvements)

SANITARY MANHOLE INSPECTIONS
#3501-22
CITY OF MEQUON, WISCONSIN

	TASK	Project Manager	Project Engineer II	Staff Engineer	Inspector	GIS Technician	Total Task Hours	Total Task Cost
		$168.00	$119.00	$96.00	$87.00	$87.00		
Task 1	**Area 1 - North of Highland Road, West of the Milwaukee River**							
1.1	Data Gathering				2	1	3	$261.00
1.2	Inspect 11 Manholes (Range 21, Section 12) 0112.###			1	2		3	$270.00
1.3	Report with Recommendations		1	1			2	$215.00
	Total Area 1:	**0**	**1**	**2**	**4**	**1**	**8**	**$746.00**
Task 2	**Area 2 - River Road, Highland Road, Village of Theinsville Limits**							
2.1	Data Gathering				2	1	3	$261.00
2.2	Inspect 41 Manholes (Range 21, Section 14) 0614.### & 114.###			4	4		8	$732.00
2.3	Report with Recommendations		1	2	2		5	$485.00
	Total Area 2:	**0**	**1**	**6**	**8**	**1**	**16**	**$1,478.00**
Task 3	**Area 3 - Freistadt Road, Wauwatosa Road, Mequon Road, Milwaukee River, Village of Theinsville Limits**							
3.1	Data Gathering				2	1	3	$261.00
3.2	Inspect 148 Manholes (Range 21, Section 22) 1022.###			10	20		30	$2,700.00
3.3	Report with Recommendations	1	2	4	8		15	$1,486.00
	Total Area 3:	**1**	**2**	**14**	**30**	**1**	**48**	**$4,447.00**
Task 4	**Area 4 - Mequon Rd, Wauwatosa Rd, Swan Rd, Donges Bay Rd**							
4.1	Data Gathering				2	1	3	$261.00
4.2	Inspect 53 Manholes (Range 21, Section 22) 1022.###			3	8		11	$984.00
4.3	Report with Recommendations	1	1	2	4		8	$827.00
	Total Area 4:	**1**	**1**	**5**	**14**	**1**	**22**	**$2,072.00**
Task 5	**Area 5 -Mequon Road, Wauwatosa Road, Donges Bay Road, Railroad Tracks**							
5.1	Data Gathering				2	1	3	$261.00
5.2	Inspect 217 Manholes (Range 21, Section 27) 0827.###			14	30		44	$3,954.00
5.3	Report with Recommendations	1	3	8	16		28	$2,685.00
	Total Area 5:	**1**	**3**	**22**	**48**	**1**	**75**	**$6,900.00**
Task 6	**Area 6 - County Line Road, Baehr Road, Donges Bay Road, Cedarburg Road**							
6.1	Data Gathering				2	1	3	$261.00
6.2	Inspect 80 Manholes (Range 21, Section 35) 0835.###			5	11		16	$1,437.00
6.3	Report with Recommendations		1	3	5		9	$842.00
	Total Area 6:	**0**	**1**	**8**	**18**	**1**	**28**	**$2,540.00**
Task 7	**Area 7 - Donges Bay Road, River Road, Mequon Road, Range Line Road**							
7.1	Data Gathering				2	1	3	$261.00
7.2	Inspect 192 Manholes (Range 21, Section 25) 0725.###			13	26		39	$3,510.00
7.3	Report with Recommendations	1	2	8	16		27	$2,566.00
	Total Area 7:	**1**	**2**	**21**	**44**	**1**	**69**	**$6,337.00**
Task 8	**Area 8 - Highland Road, Port Washington Road, Milwaukee River, Helen Drive**							
8.1	Data Gathering				2	1	3	$261.00
8.2	Inspect 45 Manholes (Range 22, Section 7) 0107.###			3	6		9	$810.00
8.3	Report with Recommendations		1	2	4		7	$659.00
	Total Area 8:	**0**	**1**	**5**	**12**	**1**	**19**	**$1,730.00**
	Total Fees for Eight (8) Areas Combined:	**4**	**12**	**83**	**178**	**8**	**285**	**$26,250.00**

Attachment: Exhibit D - Kapur SMH Inspections (#3501-22) (RESOLUTION 3947 : 2022 Sanitary Sewer Projects and Improvements)

8. QUANTITIES

Exhibit E - Northern Pipe Quote
Sonde Locate Laterals (#3566-22-S)

Work to be completed consistent with 02730 Sonde Locating Laterals, Section 02733 Cleaning Sanitary Laterals, Section 02820 Restoration, and Section 02860 Traffic Control.

PRICE SCHEDULE – Base Items

ITEM NUMBER	ITEM	UNIT	EST. QUANTITY	UNIT PRICE	TOTAL
1	Traffic Control	LS	1	$1,500	$1,500.00
2	Sonde Lateral Locating from Mainline to ROW (45 Lateral Locations)	LF	1,382	$4.89	$6,757.98
3	Sonde Lateral Locating from Mainline to Building Foundation (110 Lateral Locations)	LF	11,414	$4.89	$55,814.46
4	Sonde Lateral Locating from Manhole to ROW (4 Lateral Locations)	LF	96	$4.89	$469.44
5	Sonde Lateral Locating from Manhole to Building Foundation (18 Lateral Locations)	LF	2,077	$4.89	$10,156.53
				Total of Items (1 to 5):	$74,698.41

Contract Price: Total Items 1 through 5

Seventy-Four Thousand Six Hundred Ninety Eight Dollars and Forty One Cents
Written

$74,698.41
Figures

PRICE SCHEDULE – Additive Items

ITEM NUMBER	ITEM	UNIT	EST. QUANTITY	UNIT PRICE	TOTAL
6	IF AUTHORIZED, Sonde Launch from Yard Cleanout	EA	29	$125.00	$3,625.00
7	IF AUTHORIZED, Sonde Launch from Internal Building Cleanout	EA	99	$200.00	$19,800.00
8	ALLOWANCE for Lateral Cleaning	HR	40	$150	$6,650
9	ALLOWANCE for Metered Water Consumed and Reported during Cleaning Operations	LS	1	$1,500	$1,500
10	ALLOWANCE for Yard Restoration	SY	20	$50	$1,000
11	ALLOWANCE for Lateral Configuration	HR	8	$125	$1,000
				Total of Items (6 to 11):	$33,575.00

Attachment: Exhibit E - Northern Pipe Sonde Locating Quote (RESOLUTION 3947 : 2022 Sanitary Sewer Projects and Improvements)

Contract Price: Total Additive Items 6 through 11

Thirty-Three Thousand Five Hundred Seventy Five Dollars

Written

$33,575.00

Figures

Attachment: Exhibit E - Northern Pipe Sonde Locating Quote (RESOLUTION 3947 : 2022 Sanitary Sewer Projects and Improvements)

Exhibit F - Bloom

City of Mequon - Consultant Inspection Services for Various Work on Building Sewer Laterals and Sanitary Sewer Mains

	Staff	Andrew Plier, PE	Christina Barry, PE	Helen John	Will Brown	Leann Wurtzinger		Task Totals	
	Project Role	Project Manager	Construction Manager / Senior Engineer	Staff Engineer / Backup Resident Inspector 2	Primary Resident Inspector	Survey Tech / Backup Resident Inspector 1			
	Rate ($/Hr)	$158	$122	$93	$78	$75			
Task No	Task Description	Hours	Hours	Hours	Hours	Hours	*Expenses	Hours	Costs ($
	Construction Administrative Services								
1	Meetings (13)	0	13	0	13	0	$0	26	$2,600
2	Submittals and RFIs	0	20	20	20	0	$0	60	$5,860
3	CA Services	20	20	20	100	0	$0	160	$15,260
	Sub-Total (Task 1-3) CA Services	**20**	**53**	**40**	**133**	**0**	**$0**	**246**	**$23,720**
	Construction Inspection Services								
4	Sonde Locating (25 days)	0	0	0	150	50	$700	200	$16,150
5	Clean-out Install (65 days) **(IF AUTHORIZED)****	0	0	0	480	40	$1,170	520	$41,610
6	Grouting From Mains (90 days) **(IF AUTHORIZED)****	0	0	0	640	80	$1,620	720	$57,540
7	Grouting From Cleanouts (60 days) **(IF AUTHORIZED)****	0	0	0	440	40	$1,080	480	$38,400
	Sub-Total (Task 4-7) Inspection Services	**0**	**0**	**0**	**1710**	**210**	**$4,570**	**1920**	**$153,70**
	Post Implementation Reporting								
8	Flow Data (12 months)	4	16	32	0	0	$0	52	$5,560
9	Flow Data (up to 36 months)	2	12	24	0	0	$0	38	$4,012
10	Update Lateral Records	2	4	12	0	0	$0	18	$1,920
	Sub-Total (Task 8-10) Inspection Services	**8**	**32**	**68**	**0**	**0**	**$0**	**108**	**$11,492**
	Various On Call Inspections								
11	On Call Inspection for Site Development	2	8	0	70	0	$144	80	$6,896
12	On Call Inspection for I43 and STH 57 Utility Coordination	2	8	0	70	0	$144	80	$6,896
	Sub-Total (Task 11-12) Various On Call Inspections	**4**	**16**	**0**	**140**	**0**	**$288**	**160**	**$13,792**
	PROJECT TOTALS:	**32**	**101**	**108**	**1983**	**210**	**$4,858**	**2434**	**$202,70**

* Expenses include gas and survey equipment fees

** These tasks will be included at a later date if authorized

Attachment: Exhibit F - Bloom Sewer Lateral Inspection (RESOLUTION 3947 : 2022 Sanitary Sewer

Kevin Driscoll

From: Andrew Plier <aplier@bloomcos.com>
Sent: Friday, March 25, 2022 4:17 PM
To: Ashton Hoxworth; Engineering Shared Mailbox
Cc: Kevin Driscoll
Subject: RE: Bloom Proposal - Consultant Inspection Services for Various Work on Building Sewer Laterals and Sanitary Sewer Mains
Attachments: LOE Cost Spreadsheet_Contract Negotiation Update.pdf

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Kevin,
See the attached updated LOE spreadsheet.

Bloom understands and agrees to move forward with being awarded item #4.
As part of this PO, it will also include a time and material not to exceed dollar amount of $5,000 for construction administrative services (items 1-3).
The total contract dollar amount for this effort will be $21,150

Items 5-7 will be awarded at a later date, **if authorized.** Additional budget will be added for Construction Administrative Services (items 1-3), as needed, as the additional Construction Inspection Services (items 5-7) are awarded; with a total Construction Administrative Services Dollar Amount NTE $23,720 if all Construction Inspection Services are authorized.

Bloom also understands and agrees to move forward with Various On Call Inspections, under a separate PO, for the stated time and material not to exceed dollar amount of $13,792.

Please let me know if you have any comments, questions, or concerns.
We look forward to the opportunity to work with you on this project.

Respectfully,

Andrew Plier, P.E.
Civil Engineering Manager
Bloom Companies, LLC
10501 W. Research Drive, Suite 100
Milwaukee, WI 53226
Main: 414-771-3390
Direct: 414-292-4519
Cell: 414-303-6825
www.bloomcos.com

BLOOM COMPANIES, LLC
Infrastructure Innovation and Ingenuity

From: Ashton Hoxworth [mailto:ahoxworth@bloomcos.com]
Sent: Thursday, March 24, 2022 12:53 PM
To: engineering@ci.mequon.wi.us
Cc: Andrew Plier
Subject: Bloom Proposal - Consultant Inspection Services for Various Work on Building Sewer Laterals and Sanitary Sewer Mains

Good afternoon Kevin,

Please see Bloom's attached proposal in response to RFP Consultant Inspection Services for Various Work on Building Sewer Laterals and Sanitary Sewer Mains. Please do not hesitate to reach out to Andrew Plier (cc'd) with any questions. Thank you for the opportunity to submit a proposal on this project.

Respectfully submitted,

Ashton

--

Ashton Hoxworth
MARKETING MANAGER | BLOOM COMPANIES, LLC
10501 W. Research Drive, Suite 100
Milwaukee, WI 53226

D: 414-292-4526
C: 262-224-4320
Milwaukee | Madison | Green Bay | Chicago | Minneapolis | Bloomcos.com

Attachment: Exhibit F - Bloom Sewer Lateral Inspection (RESOLUTION 3947 : 2022 Sanitary Sewer Projects and Improvements)

Exhibit A

2022 SEWER CAPITAL PROJECT FUND

The Sewer Utility applies user fees to provide capital self-funding. The types of projects included in the Sewer Capital Project Fund are based upon an expected life-cycle of greater than 10 years, where a depreciable asset value is established.

The utility has been successful in self-funding a number of projects. These projects are improvements to extend the service life of the system, add capacity and provide efficiency in addition to keeping the collection system functional and avoiding non-compliance. In the last decade, past projects funded from reserves include lift station pump and force main replacements, all three phases of the Cedarburg Road Mequon-Thiensville Interceptor Rehabilitation, and various subdivision gravity sewer pipe rehabilitation projects, including grouting and cured-in-place pipe lining installations. By providing capital funding for these projects, user rates have remained stable.

Table 1 – History of Self-Funded Capital Budgets

	2016	2017	2018	2019	2020	2021
Self-Funding Capital	$500,000	$1,000,000	$1,040,000	$720,000	$1,420,000	$1,350,000

In 2019, accounts were established for consolidation into five universal sinking fund accounts. This accounting format replaced individual accounts of specific projects for various reasons. The new categorical accounts allow the Sewer Utility to meet long-term needs rather than being project specific. In addition, the funds formed by periodically setting aside money for the replacement of assets give the Sewer Utility the long-term financial ability to perform required capital projects. These sinking funds earmark or reserve funds for specific purposes and categories, rather than only for specific projects. The overall funding levels remain unchanged, only the allocation of funds was modified.

Table 2 – Self-Funded Capital Funds

Account Name	2022	2023	2024	2025	2026
1. Gravity Sanitary Sewer Fund	$500,000	$500,000	$500,000	$500,000	$500,000
2. Sanitary Lift Station Fund	$630,000	$650,000	$650,000	$550,000	$550,000
3. Sanitary Force Main Fund	$150,000	$150,000	$150,000	$250,000	$200,000
4. Asset Management Fund	$20,000	$15,000	$15,000	$15,000	$25,000
5. Equipment Replacement	$50,000	$35,000	$35,000	$35,000	$75,000
TOTALS	**$1,350,000**	**$1,350,000**	**$1,350,000**	**$1,350,000**	**$1,350,000**

These self-funded capital accounts are established as sinking funds to provide for level budgeting and long-term funding. The Sewer Utility has also identified specific projects for this funding. For some projects, the respective account requires funding over a multi-year budget cycle in order to achieve adequate financing. For example, the replacement of the City's largest lift station, Ranch Road or LS E, is estimated at $4.8~$6.2M and that could require five years of annual allocations unless borrowed money was used*. The scale or proportion of funding established for each account category is intended to address the priorities of the Sewer Utility. The sinking funds are required for various types of projects. The funds are to address any regulatory requirements and projects identified as a part of a study for system improvements.

** In the 2021 Sewer Utility Budget, remaining bond proceeds from the East Trunk Relief Sewer Project in the amount of $3,404,000 were reallocated to replace the Ranch Road Lift Station E.*

Attachment: Exhibit G - 2022 Sewer Capital Budget (RESOLUTION 3947 : 2022 Sanitary Sewer Projects and Improvements)

Exhibit A

2022 SEWER CAPITAL PROJECT FUND

1. Gravity Sanitary Sewer Fund

The Gravity Sewer Fund is required for relay and replacement of over 165 miles of sewer main and over 3,800 manhole structures that will require renewal over anticipated life cycles. Methods of sewer installation include open-cut trenching and trenchless technologies such as guided boring, micro-tunneling, and cured-in-place pipe (CIPP) installation. Capital grouting of sewer mains is another method implored to reduce infiltration into the collection system. Methods for manhole rehabilitation are cementitious or epoxy lining or grouting; otherwise sectional or complete replacement is required. CMOM (Capacity Management, Operations and Maintenance annual report required by the Milwaukee Metropolitan Sewerage District) and CMAR (Compliance Maintenance Annual Report required by the Wisconsin Department of Natural Resources) regulatory requirements for system upgrades are planned, such as reducing inflow and infiltration during wet weather to reduce sanitary sewer overflows and bypass events in locations near the river. As part of the East Trunk System north of Mequon Road, hydraulic modeling is planned for a new relief sewer from the Lift Station E at Ranch Road that extends along Oriole Lane north to Glen Oaks Lane. In addition, a 20-year planning study for the West Trunk was completed in 2021, and improvements to the capacity for the Huntington Park subdivision were identified.

Prioritized projects include:

- Sanitary Flow Equalization in Cedarburg Road, STH 57 ($175,000)
- Sanitary Flow Equalization in Mequon Road, STH 167 ($250,000)
- Sanitary Exams in STH 167/Mequon Rd from Parkview Dr to Port Washington Rd ($125,000)
- Sanitary Sewer Main Rehabilitation for PPI/I Priority Area “H” ($250,000)
- Sanitary Sewer Main Rehabilitation for PPI/I Priority Area “F” ($500,000)
- Sanitary Sewer Main Rehabilitation for PPI/I Priority Area “E” ($750,000)
- Sanitary Sewer Main Rehabilitation for Lift Station Areas A, B and D ($850,000)
- East Trunk Sewer north of Mequon Road Hydraulic Modeling Updates ($200,000)
- Oriole Lane Relief Sewer Design ($150,000)
- Oriole Lane Relief Sewer Extension from Ranch Rd to Glen Oaks Ln Construction ($2,000,000)
- Sanitary Building Sewer Laterals Lac du Cours Cast Iron Public Lateral Cleaning ($75,000)
- Design Granville Road Sewer Extension to Huntington Drive ($200,000)
- Sanitary Extension from Granville Rd across Little Menomonee to Huntington Dr ($1,250,000)

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Exhibit A

2022 SEWER CAPITAL PROJECT FUND

2. Sanitary Lift Station Fund

The Sanitary Lift Station Fund is required for various types of projects for the 23 stations including the expansion or replacement of existing lift stations and their appurtenances, as well as the construction of new stations. The funds are also utilized for projects identified as part of condition assessment studies, such as replacing pumps and transfer switches for safety. In addition, CMOM and CMAR regulatory requirements are addressed to minimize sanitary sewer overflows and optimize the system by upsizing pumps, increasing wet well capacity, and upgrading SCADA (system for controls and data acquisition) based on magnetic flow meters. In the event the replacement of a lift station requires funding that exceeds the sinking fund balance, such as for replacement of the Ranch Road Lift Station E, borrowed funds will be necessary to plan, design, and construct improvements or fully replace a station to limit additional sanitary sewer overflows. This infrastructure funding also allows for improvements to Fieldwood Drive LS G that is part of the East Trunk System north of Mequon Road.

Prioritized projects include:

- Site Selection and Appraisal for Easement and/or Land Acquisition for Replacing the Ranch Road Lift Station E* ($300,000)
- Design Replacement for Ranch Road Lift Station E* ($500,000)
- Construct Replacement of Ranch Road Lift Station E* ($5,000,000)
- Design Study Report for Fieldwood Drive Lift Station G Capacity Improvements ($100,000)
- Fieldwood Drive Lift Station G Improvements ($750,000)
- Replace Pumps, Valves, Motors at Lift Stations F,O,R,S,K ($50,000/each)
- Install Magnetic Flow Meters at Lift Stations B,C,D,O,R ($15,000/each)
- Install Emergency Generators at Lift Stations K,H,Q,J,M ($50,000/each)
- Install Lift Station Transfer Switches at Lift Stations K,H,Q,J,M ($10,000/each)
- Replace Control Panels ($10,000/each)
- Replace Cathodic Protection ($10,000/each)
- Lift Station Pumping Energy Study ($10,000)
- Replace and Upgrade Transducers ($5,000/each)
- Decommissioning Studies – Lift Stations O, P, E** ($25,000)

** In the 2021 Sewer Utility Budget, bond proceeds from the East Trunk Relief Sewer Project in the amount of $3,404,000 were reallocated for the Ranch Road or Lift Station E replacement. The LS E Condition Assessment completed in 2020 estimated replacement costs ranging from $4.8M to $6.2M.*

***The decommissioning study will evaluate replacing (or augmenting) lift station operations with gravity sewer extensions, where feasible.*

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Exhibit A

2022 SEWER CAPITAL PROJECT FUND

3. Sanitary Force Main Fund

The Sanitary Force Main Fund is required for the design, replacement, new construction, retrofits, and large-scale cleaning of over 20 miles of sanitary force main. Prioritized projects outlined below were identified as part of systematic replacement of cast iron force mains, the 2018 force main maintenance study, and 2021 Condition Assessments for Fieldwood Drive LS G and Riverdale Park LS F that are part of the East Trunk System north of Mequon Road. CMOM and CMAR require collection system upgrades and maintenance to maintain and keep the sewer system in compliance with WDNR requirements.

Prioritized projects include:

- Fieldwood Drive Lift Station G Force Main Design Improvements ($200,000)
- Fieldwood Drive Lift Station G Force Main Construction ($1,100,000)
- Install Force Main Access Ports from Ranch Road Lift Station E for Maintenance ($25,000)
- Perform Large Diameter Force Main Cleaning from Lift Stations A&E ($250,000)
- Clean Small Dia. Force Mains under the Milw. River Lift Stations N,V,T ($75,000)
- Replace Cast Iron Force Main in Huntington Park Lift Station R ($180,000)
- Huntington Park Lift Station O Force Main Capacity Improvements ($250,000)

4. Asset Management Fund

The Asset Management Fund is a sinking fund utilized to upgrade, install and expand the SCADA (System Control And Data Acquisition) equipment at the utility, and improve/add supply equipment and facilities. Proposed projects include replacing commercial remote access meters, valves, SCADA upgrades, maintaining a computer server for sewer exam records, GIS (geographic information system) upgrades for CMAR and CMOM reporting, evaluation of system life costs and projections, a 20-year planning study of all three major sewersheds, and others. Additional upgrades include installation of new sewer meters.

Prioritized projects include:

- SCADA Study for Sewer Utility ($25,000)
- Commercial Sewer Meter Replacements ($10,000)
- Upgrades to Asset Management Geographic Information Systems ($25,000)
- 20-Year Sewer Planning Study with Hydraulic Analysis ($150,000)
- Flow Meter Installations and Monitoring in Collection System ($100,000)
- CCTV Camera Software and Hardware Upgrades ($25,000)

Attachment: Exhibit G - 2022 Sewer Capital Budget (RESOLUTION 3947 : 2022 Sanitary Sewer Projects and Improvements)

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2022 SEWER CAPITAL PROJECT FUND

5. Equipment Replacement Fund

The Equipment Replacement Fund is a sinking fund for the replacement of sewer equipment. It has been utilized previously for the purchase of the City's sewer vacuum truck and camera truck that is shared with Shorewood and Brown Deer. The camera incurs nearly constant operation that requires routine maintenance. Typically this piece of equipment, last acquired in 2015, is planned for replacement on a 10-year cycle. Other routine equipment replacement includes portable back-up generators for lift stations, portable pumps for bypass operations, and sewer main cleaning equipment such as hoses and jet nozzles. Previous years purchases have included acquisitions to replace pick-up trucks for the sewer maintenance crew, and that sinking fund will continue. Other anticipated purchases include replacement of the hose reel camera or acquisition of a new lateral evaluation televising system (LETS) camera for lateral inspections. This equipment is required to meet CMOM and CMAR required routine cleaning, inspection and condition assessments to maintain system compliance with WDNR requirements.

Prioritized projects include:

- Portable Back-up Generators Replacement ($15,000)
- Portable Back-up Pumps Replacement ($10,000)
- Lateral Inspection Camera Acquisition ($35,000)
- Manhole Inspection Camera Acquisition ($25,000)
- Maintenance Crew Pick-up Trucks Replacement ($40,000)
- CCTV Camera Replacement ($100,000)
- Camera Truck Replacement ($200,000)

6. Private Property Infiltration and Inflow Reimbursable Fund

The PPI/I Fund is for sewer lateral work. This work can be done in stand-alone contracts or in combination with work on the public sewer main contracts. The sewer lateral work has historically been performed in the right-of-way and on private property, where per Code, the City is responsible for the lateral within the right-of-way. The budget available as of February 2021 was $2,168,872, and an additional annual allocation of approximately $220,000 is anticipated for the 2021-2030 funding cycle.

Prioritized projects include:

- Sanitary Lateral Rehab Contract (PPI/I Targeted Areas) LS F&H ($888,000)
  - Cleaning and Exam Contract completed in 2020-2021
  - Sonde Contract, Clean-out Installation Contract, Grouting Contract
- Sanitary Lateral Exam Contract (PPI/I Targeted Areas) LS E ($600,000)
  - Cleaning and Exam Contract in 2022
- Sanitary Lateral Rehab Contract (PPI/I Targeted Areas) LS E ($700,000)
  - Sonde Contract anticipated for late 2022 or early 2023
  - Clean-out Installation Contract, Grouting Contract

The implementation of sewer lateral rehabilitation in Riverdale Park LS F and Riverland Drive LS H is being rebid due to rejection of $1.5M bid over the $888,000 funding agreement.

Attachment: Exhibit G - 2022 Sewer Capital Budget (RESOLUTION 3947 : 2022 Sanitary Sewer Projects and Improvements)

Exhibit A

2022 SEWER CAPITAL PROJECT FUND

The 5-year project plan is shown in Table 3. The accumulation of capital funds allows for level funding and minimizes fluctuations in user rates. Some capital projects require large-scale funding and/or several years' worth of funding prior to utilization of the funds.

Table 3 – 5 Year Project Plan

	2022	2023	2024	2025	2026
Mequon Rd Flow Equalization @ STH 57			$25,000	$125,000	$125,000
STH167 Exams CTH W to Milw. River	$125,000				
Cedarburg Road Flow Equalization	$175,000				
Sewer Main Improvements in Area 'H'	$250,000				
Sewer Main Improvements in Area 'F'	$500,000				
Sewer Main Improvements in Area 'E'		$250,000	$250,000	$250,000	
ETS n/o STH 167 Update Hydraulic Model	$150,000				
LS E Relief Sewer Design Study Report	$150,000				
LS E Relief Sewer Construction		$2,000,000			
Lac du Cours Lateral Cleaning in ROW	$75,000				
Heritage Estates Siphon Design Study	$15,000				
River Rd at Milw. River Design Study	$15,000				
Huntington Park Sanitary Easement & Capacity Improvements (LS O4) Design		$200,000			
Huntington Park Sanitary System Capacity Improvements (LS O4) Construction			$1,250,000		
Sewer Main Rehabilitation (A,B,C,D)			$250,000	$250,000	$350,000
Gravity Sanitary Sewer Fund (Category 0001) TOTALS	**$1,505,000**	**$2,450,000**	**$1,775,000**	**$625,000**	**$475,000**
Ranch Rd LS E Easement / Site Acquisition	$300,000				
Ranch Rd Lift Station E Design	$500,000				
Ranch Rd Lift Station E Construction		$5,000,000			
Fieldwood Drive Lift Station G Design Study Report for Improvements	$100,000				
Fieldwood Drive Lift Station G Construct Capacity Improvements		$750,000			
Lift Station Pump Replacements (U,O,R,T)			$100,000	$50,000	$50,000
Condition Assessments (A,X)			$40,000	$50,000	
Replacement and Generator Installations			$50,000	$50,000	$50,000
Huntington Park Subdivision Capacity Improvements (LS O2)	$85,000	$250,000			
Decommissioning Studies (LS O, P, E)	$40,000				
Lift Station Fund (Category 0002) TOTALS	**$1,025,000**	**$6,000,000**	**$1,775,000**	**$150,000**	**$100,000**
Lift Station G Forcemain Design	$200,000				
Lift Station G FM Capacity Improvements		$1,100,000			
Concord Drive LS R FM Replacement				$50,000	$200,000
Retrofit Force Mains w/ Access Ports			$20,000	$10,000	$10,000
Sanitary Force Main Cleaning (A,E,T,V)			$150,000	$75,000	$75,000
Forcemain Fund (Category 0003) TOTALS	**$200,000**	**$1,100,000**	**$170,000**	**$135,000**	**$285,000**

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2022 SEWER CAPITAL PROJECT FUND

	2022	2023	2024	2025	2026
Flow Metering - Gravity (East, Central, and West Trunk)	$25,000	$25,000	$10,000		
Flow Metering-Lift Stations(A,D,U,O,R,T)	$6,000	$6,000	$6,000	$6,000	$6,000
GIS Improvement - Sewer Lateral Tools	$10,000	$10,000	$10,000	$10,000	$10,000
SCADA Study and Upgrades				$100,000	
Asset Management Fund (Category 0004) TOTALS	**$41,000**	**$41,000**	**$26,000**	**$116,000**	**$16,000**
Equipment Replacement (Truck, CCTV, Back Up Pumps)	$50,000	$50,000	$50,000	$50,000	$50,000
Equipment Replacement Fund (Category 0005) TOTALS	**$50,000**	**$50,000**	**$50,000**	**$50,000**	**$50,000**
TOTALS (Categories 1 to 5)	$2,821,000	$9,641,000	$2,211,000	$1,026,000	$926,000
Riverland Dr LS H and Riverdale Park LS F Area Investigation (ME10003ME04)					
Riverland Dr LS H and Riverdale Park LS F Area Implementation (ME10005ME01)	$888,000				
Ranch Road LS E Area Investigation (M10005ME02)	$600,000				
Ranch Road LS E Area Implementation (M10005ME03)		$900,000			
Continue Priority Sewer Lateral Allocation			$220,000	$220,000	$220,000
Private Property Inflow Infiltration Reduction (Category 0006) TOTALS	**$1,488,000**	**$900,000**	**$220,000**	**$220,000**	**$220,000**
TOTALS (Categories 1 to 6)	$4,309,000	$10,541,000	$2,431,000	$1,246,000	$1,146,000

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